



**CITY OF GRAND PRAIRIE
CITY COUNCIL MEETING
CITY HALL - COUNCIL CHAMBERS, 300 W. MAIN STREET
TUESDAY, FEBRUARY 15, 2022 AT 4:30 PM**

AGENDA

The meeting will be held at City Hall Council Chambers, 300 W. Main St, Grand Prairie, Texas, and the Mayor or presiding member will be physically present. Council members may be participating remotely via video conference.

CALL TO ORDER

STAFF PRESENTATIONS

- [1.](#) Major League Cricket/American Cricket Enterprises/USA Cricket and Grand Prairie Stadium
- [2.](#) EpicCentral Construction Update

AGENDA REVIEW

EXECUTIVE SESSION

The City Council may conduct a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss any of the following:

- (1) Section 551.071 "Consultation with Attorney"
- (2) Section 551.072 "Deliberation Regarding Real Property"
- (3) Section 551.074 "Personnel Matters"
- (4) Section 551.087 "Deliberations Regarding Economic Development Negotiations."

City Council also reserves the right to discuss any agenda item in closed session when authorized by the above referenced provisions. Any final action will be taken during open session.

RECESS MEETING

RECONVENE MEETING – 6:30 PM

Invocation led by Pastor Perry Crenshaw of The Church On The Move Ministries.

Pledge of Allegiance to the US Flag and Texas Flag led by Council Member Ezeonu.

PRESENTATIONS

- [3.](#) Proclamation Acknowledging National School Counseling Week
- [4.](#) Proclamation for Career and Technical Education (CTE) Month presented to Aniska Douglas, Executive Director of Grand Prairie Independent School District CTE

5. Big Event Briefing

CONSENT AGENDA

The full agenda has been posted on the city's website, www.gptx.org, for those who may want to view this agenda in more detail. Citizens may speak for five minutes on any item on the agenda by completing and submitting a speaker card.

6. Minutes of the February 1, 2022, City Council Meeting and Amended Minutes of the January 4, 2022, City Council meeting
7. Forum Estates PID Contract with LandWorks for landscape maintenance \$101,647, beautification, \$50,000, and irrigation system maintenance services, \$11,000 for a one year term in the amount of \$162,647 (Council District 4)
8. Oak Hollow/Sheffield Village PID Contract with SPSPD for landscape maintenance \$88,192.36, beautification, \$20,000, and irrigation system maintenance services, \$25,000 for a one year term in the amount of \$133,192.36 (Council Districts 4 and 6)
9. Change Order/Amendment No. 4 in the net negative amount of (\$25,739.75) with Excel Trenching for 30"/36" Robinson Road Waterline
10. Change Order/Amendment No. 4 with Hill & Wilkinson General Contractors in the amount of \$116,915.86 for final project closeout change orders regarding Phase 3 Construction of the City Hall Municipal Campus
11. Professional Services Contract with Halff Associates, Inc. for design and construction plan preparation for Wallingford PID Retaining Wall Improvements in the amount of \$70,600 plus a 5% contingency of \$3,530 for a total amount of \$74,130
12. Price agreement renewal #1 for handicap ramp repairs, residential and school sidewalk repairs with New Star Grading, in an amount not to exceed \$2,076,960, with a secondary, Axis Contracting, not to exceed an annual amount of \$2,049,400, and a tertiary with Parking Lot Pros, not to exceed an annual amount of \$2,125,680, if all extensions are exercised. Also authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)
13. Professional services contract with Dunaway Associates, L.L.C. in the amount of \$172,400 and approve a 5% contingency of \$8,620, total cost of \$181,020 for Phase I Construction Documentation and Construction Administration services for Turner Park. This item was presented to the Finance and Government Committee on February 1, 2022, and received a recommendation for approval by City Council
14. Ordinance amending the FY 2021/2022 Capital Improvements Projects Budget; Professional Engineering Contract with Freese & Nichols, Inc. in the amount of \$720,000, plus a 5% contingency of \$36,000 for a total of \$756,000 for a Water Master Plan update and Water/Wastewater Impact Fee update

- [15.](#) Ordinance amending the FY 2021/2022 Capital Improvement Projects Budget; and a Professional Engineering Contract with Gresham Smith for Wastewater Master Plan Update in the amount of \$1,421,004 plus 5% of contingency of \$71,050 for a total of \$1,492,054
- [16.](#) Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Change Order No. 1 to the Design/Building Contract with Outside the Lines (OTL) in the amount of \$250,000 for material escalation costs associated with the interactive water, light and video projection entertainment attraction for EpicCentral
- [17.](#) Ordinance authorizing the execution of a Quitclaim Deed to the abutting property owner, ASD-CEI January Lane MM, LLC, of previously abandoned Old Duncan Perry right of way
- [18.](#) Resolution authorizing 380 Agreement with Brookfield Properties and expenditure of up to \$1,884,733 in property tax rebates for infrastructure improvements to develop 2003 MacArthur Boulevard (on January 18, 2022, Tax Increment Reinvestment Zone #1 voted unanimously to approve the request)
- [19.](#) Resolution Designating A Portion of EpicCentral As A “Public Entertainment Zone”

PLANNING AND ZONING FOR INDIVIDUAL CONSIDERATION

- [20.](#) STP-21-11-0024 - Site Plan – Retail Center (City Council District 2). Site Plan for a 10,150 Sq. Ft. retail building on 1.123 acres. Lot 2, Block A, 161 Toll Road Retail Corners Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-294, within the SH 161 Corridor Overlay District, with an approximate address of 3510 Highway 161 (On January 24, 2021, the Planning and Zoning Commission recommended approval by a vote of 7-0)
- [21.](#) STP-21-11-0013 - Site Plan - Prologis Warehouse on 161 (City Council District 5). Site Plan for a 144,488 sq. ft. industrial warehouse on one lot on 9.28 acres. Lot 1, Block A, Prologis January Lane Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-406 District, within the SH-161 Corridor Overlay District, and addressed as 1101 N. SH 161 (On December 13, 2021, the Planning and Zoning Commission recommended approval by a vote of 5-2)

PUBLIC HEARING ZONING APPLICATIONS

- [22.](#) SUP-21-10-0016 - Specific Use Permit for Hookah Lounge – 906 W Pioneer Pkwy, Ste 250 (City Council District 2). Specific Use Permit for Amusement Services to allow a hookah lounge. Lot 2, Block 1, Gibson Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-394 with General Retail (GR) uses, within the SH-161 Corridor Overlay District, and addressed as 906 W Pioneer Pkwy, Ste 250 (On December 13, 2021, the Planning and Zoning Commission recommended denial by a vote of 7-0)

ITEMS FOR INDIVIDUAL CONSIDERATION

- [23.](#) Resolution of Support or Resolution of No Objection for a Senior Living Tax Credit Housing Development at 1410 Duncan Perry Road (City Council Development Committee reviewed on 02/15/2022)

- [24.](#) Resolution of Support or Resolution of No Objection for a Senior Living Tax Credit Housing Development at 2904 S Carrier Pkwy (City Council Development Committee reviewed on 02/15/2022)
- [25.](#) Resolution of Support or Resolution of No Objection for an Affordable Housing Development at 3200 Corn Valley (City Council Development Committee reviewed on 02/15/2022)

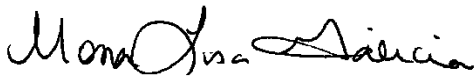
CITIZEN COMMENTS

Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

ADJOURNMENT

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the City Council meeting agenda was prepared and posted February 11, 2022.



Mona Lisa Galicia, City Secretary

The Grand Prairie City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-237-8035 or email GPCitySecretary@gptx.org at least three (3) business days prior to the scheduled meeting to request an accommodation.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/15/2022

REQUESTER: Marty Wieder, Director of Economic Development

PRESENTER: William Swann, VP, Corporate Development Major League Cricket

TITLE: Major League Cricket/American Cricket Enterprises/USA Cricket and Grand Prairie Stadium

RECOMMENDED ACTION: Approve

ANALYSIS:

William Swann, VP, Corporate Development with American Cricket Enterprises, will provide a brief update to Mayor Jensen and City Council – including renderings, status of AirHogs Stadium conversion and the 2024 World Cup.

FINANCIAL CONSIDERATION:

None.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/15/2022

REQUESTER: Andy Henning

PRESENTER: Andy Henning, Director of Design and Construction – Municipal Facilities

TITLE: EpicCentral Construction Update

RECOMMENDED ACTION: Approve

ANALYSIS:

EpicCentral Construction Update Presentation



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/15/2022

REQUESTER: Maria Cerda

PRESENTER: Mayor Ron Jensen

TITLE: Proclamation Acknowledging National School Counseling Week

RECOMMENDED ACTION: None

WHEREAS, school counselors are employed in public and private schools to help students reach their full potential; and

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

WHEREAS, school counselors help parents focus on ways to further the educational, personal and social growth of their children; and

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

WHEREAS, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school.

NOW, THEREFORE, I, Mayor Ron Jensen, on behalf of the citizens and City Council of Grand Prairie, Texas, do hereby proclaim February 7-11, 2022 as:

NATIONAL SCHOOL COUNSELING WEEK

WITNESS MY HAND AND THE SEAL OF THE CITY OF GRAND PRAIRIE, TEXAS, on this 1st day of February 2022.


Ron Jensen, Mayor



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/15/2022

REQUESTER: Chiquita Taylor

PRESENTER: Mayor Ron Jensen

TITLE: Proclamation for Career and Technical Education (CTE) Month
presented to Aniska Douglas, Executive Director of Grand Prairie
Independent School District CTE

RECOMMENDED ACTION: None

WHEREAS: February 1-28, 2022, has been designated Career and Technical Education Month[®] by the Association for Career and Technical Education; and

WHEREAS: career and technical education offers students the opportunity to gain the academic, technical and employability skills necessary for true career readiness

WHEREAS: career and technical education provides students with career exploration opportunities earlier in their educational experience, which enables them to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways; and

WHEREAS: career and technical education prepares students for these and other fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and

WHEREAS: ensuring that employers have access to a qualified workforce is a crucial step in ensuring productivity among the business and industry communities as well as continued American economic growth and global competitiveness; and

WHEREAS: The Smith-Hughes Act, the first act of Congress to provide funding for career and technical education, was signed into law 101 years ago and allows us to celebrate how far CTE has come to become a powerhouse of America's economy;

NOW THEREFORE, I Ron Jensen, Mayor of the City of Grand Prairie, on behalf of the City Council, do hereby proclaim February 2022 as

Career and Technical Education Month

in the City of Grand Prairie and urge all citizens to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual skills and productivity.

WITNESS MY HAND AND THE SEAL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF FEBRUARY, 2022.


Ron Jensen
Mayor



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/15/2022

REQUESTER: Amy Sprinkles

PRESENTER: Amy Sprinkles

TITLE: Big Event Briefing

RECOMMENDED ACTION: None

ANALYSIS:

Briefing regarding the March 26, 2022, Big Event.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/15/2022

REQUESTER: Mona Lisa Galicia

PRESENTER: Mona Lisa Galicia, City Secretary

TITLE: Minutes of the February 1, 2022, City Council Meeting and Amended
Minutes of the January 4, 2022, City Council meeting

RECOMMENDED ACTION: Approve

ANALYSIS:

Amendment made to the January 4th, 2022, minutes to include roll call which was inadvertently left off from previously approved minutes.



**CITY OF GRAND PRAIRIE
CITY COUNCIL MEETING
CITY HALL - COUNCIL CHAMBERS, 300 W. MAIN STREET
TUESDAY, FEBRUARY 01, 2022 AT 4:30 PM**

MINUTES

CALL TO ORDER

Mayor Jensen called the meeting to order at 4:30 p.m.

PRESENT

Mayor Ron Jensen

Mayor Pro Tem Mike Del Bosque

Deputy Mayor Pro Tem Cole Humphreys

Council Member District 1 Jorja Clemson

Council Member At Large Place 8 Junior Ezeonu

Council Member District 6 Kurt Johnson

Council Member District 2 Dennis King

Council Member District 4 John Lopez

ABSENT

Council Member At Large Place 7 Jeff Copeland

STAFF PRESENTATIONS

1. Covid-19 Omicron Update

Public Health Director Cindy Mendez provided an update on Covid-19 and the Omicron variant. She advised the Omicron variant has peaked and reviewed statistics and differences between the Delta and Omicron variants. She discussed the process of a virus going from a pandemic to endemic.

PRESENTED

2. Animal Services Facilities and Marketing Update

Animal Services Manager Lily Yap discussed the extended service hours at the animal shelter and their ability to provide twenty-four hour, seven day a week emergency response service and spoke of their heightened situation awareness. She discussed improved processes and communication as a result of working with Grand Prairie Police, dispatch and the crisis support team on cruelty animal cases. Ms. Yap said they also work with other departments on community outreach efforts.

PRESENTED

3. Pump Station Construction

Public Works and Engineering Director Gabe Johnson provided an update on pump station construction including the SW Sector Pump Station located near Hwy 360 and Hwy 287 which is slated for substantial completion by July 2022. He also provided details of and displayed Robinson Road Pump Station renderings, noting substantial completion is planned for August 2022 with final completion by October 2022. Mr. Johnson said part two of the construction for elevated storage is planned with a finish date of mid-2024.

PRESENTED

AGENDA REVIEW

Mayor Pro Tem Del Bosque asked if there were questions on Consent Agenda items one through seventeen. Deputy Mayor Pro Tem Humphreys advised the Finance and Government Committee, absent Chairman Copeland, reviewed items fifteen and sixteen and recommend their approval. Council Member Ezeonu asked for clarification of item thirteen. Chief Daniel Scesney reviewed the item. City Manager Steve Dye and Mayor Jensen advised item twenty-seven would be tabled.

EXECUTIVE SESSION

Mayor Jensen called a closed session at 5:51 p.m. pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss Section 551.071 "Consultation with Attorney"- Public Information Act and Open Meetings Act, Section 551.072 "Deliberation Regarding Real Property" and Section 551.087 "Deliberations Regarding Economic Development Negotiations."

RECESS MEETING

Mayor Jensen adjourned the closed door session, opened the regular meeting and called a recess at 5:51 p.m.

RECONVENE MEETING – 6:30 PM

Invocation led by Dr. Marlow McGuire, Sr., of Epic Fellowship Church.

Pledge of Allegiance to the US Flag and Texas Flag led by Mayor Pro Tem Del Bosque.

PRESENTATIONS

4. Proclamation Acknowledging Civitan Clergy Appreciation Week

Mayor Jensen welcomed and presented the proclamation to Frank Kelley, President Ranger of the Civitan Club, who provided some additional information about the Civitan Clergy organization and read bible scripture John 15:13.

PRESENTED

CONSENT AGENDA

Mayor Pro Tem Del Bosque moved, seconded by Deputy Mayor Pro Tem Humphreys, to approve items five through seventeen and table items eighteen through twenty. The motion carried unanimously, 8-0.

5. Minutes of the January 18, 2022, City Council Meeting

APPROVED ON CONSENT AGENDA

6. Peninsula PID Contract with LandCare for Flowerbed Renovations-Phase 2 in the amount of \$198,241.69 (Council Districts 4 and 6)

APPROVED ON CONSENT AGENDA

7. Peninsula PID Contract with LandCare for landscape maintenance in the total amount of \$845,000, including landscape maintenance \$615,000, beautification \$150,000, and irrigation system maintenance services \$80,000, for a one year term (Council Districts 4 and 6)

APPROVED ON CONSENT AGENDA

8. Westchester PID Contract with Site Landscape Development for landscape maintenance \$279,808, beautification, \$212,500, and irrigation system maintenance services, \$53,000 for a one year term in the amount of \$545,308 (Council District 6)

APPROVED ON CONSENT AGENDA

9. Price Agreement Contract for inspection, cleaning, and repair of Firefighter bunker gear (personal protective equipment) from Gear Cleaning Solutions, LLC (\$70,000 annually) through a Master Interlocal Agreement with the City of Allen. This agreement will be for one year with the option to renew for one additional one-year periods totaling \$140,000.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

APPROVED ON CONSENT AGENDA

10. Interlocal Agreement with Grand Prairie Independent School District (GPISD) for three years for summer camp bus services at a reimbursement rate of \$27.50 per hour and \$2.30 per mile for an annual estimated cost of \$20,000 and a total of \$60,000 for the three year agreement

APPROVED ON CONSENT AGENDA

11. Price agreement for ground maintenance on Drainage Channels (\$18,400), Levees (\$24,600), Drainage Easement areas (\$12,350) and ground maintenance services not specifically listed (\$5,000) with Terry Rutland for a combined total of \$60,350 annually, for one year with the option to renew for four additional one year periods totaling \$301,750, if all extensions are exercised; and authorize City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

APPROVED ON CONSENT AGENDA

12. Price agreement with Landmark Earth Services, for vegetation management services at an estimated annual cost of \$80,040.85 for one year, with the option for four additional one-year periods totaling \$400,204.25 if all extensions are exercised; and authorize City Manager to execute any additional renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)

APPROVED ON CONSENT AGENDA

13. Price Agreement for veterinary pharmaceuticals from Zoetis US, in the amount of \$54,578.90. This agreement will be for one year with the option to renew for four (4) additional one-year periods totaling \$218,315.60 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

APPROVED ON CONSENT AGENDA

14. Ordinance Calling a General Election to Elect City Council Member District Two, City Council Member District Four and Mayor At Large

ADOPTED

ORD 11154-2022

15. Ordinance amending Chapter 29, "Code Compliance", of the to the Code of Ordinances of the City of Grand Prairie, Texas, to Provide for an Administrative Adjudication Process for Certain Violations; Providing a Penalty Clause, A Savings Clause, and a Severability Clause; and providing an effective date upon passage and publication

ADOPTED

ORD 11155-2022

16. Ordinance amending the FY 2022 Red Light Safety Fund in the amount of \$33,150 for a portion of the first-year costs of a price agreement for CodeCite and CityCite Code Compliance violation issuance platforms; Price Agreement for CodeCite and CityCite Code Compliance violation issuance platforms from T2 Systems, Inc., through a national cooperative agreement with Sourcewell for a cost of 16% from gross revenues collected by the City, one time equipment cost of \$33,150, and a flat annual fee of \$14,280 (total estimated first year cost of \$98,150). This agreement will be for one year with the option to renew for two additional one-year periods, at an estimated renewal cost of \$65,000 each, totaling \$195,000 if all extensions are exercised; Authorize the City Manager to execute the renewal options under the same terms so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

ADOPTED

ORD 11156-2022

17. Amend Resolution 4486-2011 passed on March 1, 2011, to authorize the City of Grand Prairie to amend and restate the Flexible Benefits Plan or Cafeteria Plan and health related accounts available to employees as provided by various provisions of the Internal Revenue Code and the Affordable Care Act

ADOPTED**RES 5254-2022****PLANNING AND ZONING ITEMS TO BE TABLED**

18. CPA-21-12-0002 - Comprehensive Plan Amendment - Villas at Bardin (City Council District 4). Amendment to the Future Land Use Map to change the designation from Low Density Residential to Medium Density Residential. A portion of Block 4, Sheffield Village Addition, Phase IV located in the southeast corner of Bardin Rd. and Magna Carta Blvd. with an approximate address of 2801 W Bardin Rd (On January 10, 2022, the Planning and Zoning Commission tabled this item to February 14, 2022)

TABLED

19. ZON-21-11-0015 - Zoning Change/Concept Plan - Villas at Bardin (City Council District 4). Zoning Change from PD-140B for Single Family Detached Use to a Planned Development District for Townhome Use and a Concept Plan for a townhome development with 87 units on 10 acres. A portion of Block 4, Sheffield Village Addition, Phase IV, City of Grand Prairie, Tarrant County, Texas zoned Planned Development (PD 140B) with Single-Family detached uses located in the southeast corner of Bardin Rd. and Magna Carta Blvd. with an approximate address of 2801 W Bardin Rd (On January 10, 2022, the Planning and Zoning Commission tabled this item to February 14, 2022)

TABLED

20. STP-21-11-0013 - Site Plan - Prologis Warehouse on 161 (City Council District 5). Site Plan for a 144,488 sq. ft. industrial warehouse on one lot on 9.28 acres. Lot 1, Block A, Prologis January Lane Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-406 District, within the SH-161 Corridor Overlay District, and addressed as 1101 N. SH 161 (On December 13, 2021, the Planning and Zoning Commission recommended approval by a vote of 7-0)

TABLED**PLANNING AND ZONING FOR INDIVIDUAL CONSIDERATION**

21. STP-21-11-0012–Site Plan –Warehouse at 732 Ave R (City Council District 1). Site Plan for a 120,167 sq. ft. industrial warehouse building on one lot on 6.30 acres. Lot 4, Block 6, GSWID #7, City of Grand Prairie, Tarrant County, Texas. Zoned (LI) Light Industrial District, generally located southwest of Avenue R and 108th Street and specifically addressed as 732 Avenue R (On January 10, 2022, the Planning and Zoning Commission recommended approval by a vote

of 5-0)

Chief City Planner Savannah Ware reviewed the site plan for a warehouse building for light industrial and noted it meets dimensional, density and landscape requirements. She reviewed elevations and building materials and advised the applicant is not requesting any variances. Ms. Ware said the Planning and Zoning Commission and the Development Review Committee recommended approval. Council Member Clemson said she hoped the applicant would save as many trees as possible, and she then moved, seconded by Council Member Johnson, to approve this item. The motion carried unanimously.

APPROVED

22. STP-21-11-0021 - Site Plan - Aura Hanover Southgate (City Council District 6). Site Plan for a multi-family development with 303 units in five buildings. 10.07 acres out of the B. F. Howard Survey, Abstract No. 513, and Seth M. Blair Survey, Abstract No. 135, City of Grand Prairie, Ellis County, Texas, zoned PD-414, and generally located east of State Highway 360 and north of US Highway 287 (On January 10, 2022, the Planning and Zoning Commission recommended approval by a vote of 5-0)

Ms. Ware reviewed this site plan for mixed-use multifamily development with five buildings in the Southgate 360 Corridor Plan. She discussed proposed amenities to include a pool, clubroom, fitness building and business center and noted it meets density, dimensional and landscape requirements. Ms. Ware said they will also add four-foot caliper trees and a trail. She reviewed elevations and noted it meets the design recommendation for Appendix W. She then reviewed renderings provided by the developer and noted no variances have been requested. Ms. Ware said the Planning and Zoning Commission and the Development Review Committee recommended approval. Adam Brown, 8235 Douglas, Suite 950, Dallas, was present, in support and available for questions on this item. Council Member Lopez asked Mr. Brown to be mindful of safety for school bus stops as they plan this development. Mr. Brown agreed. Council Member Johnson moved, seconded by Council Member Ezeonu, to approve as presented by staff. The motion carried unanimously.

APPROVED

23. STP-21-11-0017 - Site Plan Amendment - Great Southwest Parkway Warehouse - Prologis (City Council District 1). Site Plan Amendment for a 215,229 sq. ft. warehouse/distribution center development on 21.973 acres. Lot 13A and part of Lot 14, Block 1, DevTex Business Park Addition, Lots 13B and 13C, Block 1, Erikson Addition, City of Grand Prairie and City of Arlington, Tarrant County, Texas, zoned Light Industrial (LI) District in Grand Prairie and Light Manufacturing (IM) in Arlington, and addressed as 1550 S. Great Southwest Parkway (On January 10, 2022, the Planning and Zoning Commission recommended approval with staff conditions by a vote of 5-0)

Ms. Ware reviewed this site plan amendment to adjust for land acquired by the applicant. She reviewed the boundary information, located in the cities of Arlington and Grand Prairie, and the applicant's proposal to shift parking further north. Mayor Jensen asked if the zoning in Arlington is the same, and Ms. Ware confirmed. Ms. Ware said it meets density and

dimensional standards, and noted a tree preservation plan was approved by the City of Arlington. She reviewed planned elevations and said it meets Appendix X requirements. Ms. Ware discussed variances including wing wall height, landscaping along entrance, number of parking spaces and parking between the primary facade and the right-of-way. She said the Planning and Zoning Commission recommended approval and the Development Review Committee recommended approval with stipulations regarding easement abandonments and required noting of the relocation of easements on the replat and site plan. Deputy Mayor Pro Tem Humphreys asked to clarify the need for increased parking. Ms. Ware reviewed parking regulations. Council Member Johnson expressed concerns with saturation of warehouse and apartment development in the city. Mayor Jensen reminded Council the applicant has the zoning. Council Member Ezeonu asked why there are so many requested parking spaces. Mr. Jackson said it establishes flexibility. Mr. Peters representing the applicant requested to speak and clarified parking would be for users of one or two tenants who will occupy the spaces, and noted there tends to be offices for warehouse operations, and the parking aligns for the size of business space needed for this market. Deputy Mayor Pro Tem Humphreys commented a bigger parking lot and higher building elevation would promote e-commerce. Council Member Clemson moved, seconded by Council Member Ezeonu, to approve with staff conditions. Mayor Jensen explained zoning information to audience. The motion carried unanimously.

APPROVED

PUBLIC HEARING ZONING APPLICATIONS

24. SUP-21-11-0019 - Specific Use Permit/Site Plan – McDonald's Restaurant at SH-161 and Arkansas Lane (City Council District 2). Specific Use Permit/Site Plan for a Restaurant with a Drive-Through on 1.518 acres. Lot 1R, Block A, Grand Central Crossing Addition, City of Grand Prairie, Dallas County, Texas, zoned PD-273A, within the SH-161 Corridor Overlay District, and addressed as 2810 S HWY 161 (On January 10, 2022, the Planning and Zoning Commission recommended approval with staff conditions by a vote of 5-0)

Ms. Ware presented this proposed development located at Highway 161 and Arkansas Lane. She reviewed site plan maps and parking, and said it meets density and dimensional standards but not parking. Ms. Ware reviewed building elevations and noted a variance was requested for number of parking spaces. She said the Planning and Zoning Commission recommended approval and the Development Review Committee also recommended approval with the conditions and reviewed those conditions. Deputy Mayor Pro Tem Humphreys asked if there will be access from the service road. Ms. Ware confirmed the drives are already established. Matthew Korte with Lane Engineering, 8951 Cypress Waters Boulevard, Suite 150, Dallas, provided site layout improvement information. He said they do not have any other access points planned and noted they have a larger landscape plan than required. Mr. Korte said significant improvements were made with great effort to remain a good partner with Grand Prairie and compared the concept approval versus actual proposed site layout which he noted are very similar. Mr. Korte discussed additional landscaping/beautification efforts and reviewed renderings and facades. Lee Morris, Construction Manager for McDonalds, 511 E. John Carpenter Freeway, Suite 375, Irving, noted there are seven existing restaurants in Grand Prairie, and they require their remodeling every ten years. He advised six are traditional stores

and are performing above average by twenty percent. Mr. Morris reviewed building and site details advising it will have the latest digital technology and dual stacking lanes. Developer Chad DuBose, 7218 Colgate Avenue, Dallas, discussed acquirement of the property and said he worked closely with city staff and has tried to make use of the easement area. Deputy Mayor Pro Tem Humphreys said he is excited about what is going on at Epic but cannot support a drive thru restaurant at this location. Council Member Ezeonu said there are four McDonald's Restaurants within a three to five mile radius. Council Member Lopez asked staff if a drive thru is allowed. Ms. Ware said the concept plan allows for it. Council Member Johnson asked if there was any opposition. Ms. Ware said this evening Drew Meyer of the Courtyard hotel group sent a letter in opposition, and she read his points of opposition including his plea for a sit down restaurant for their patrons as well as improved lighting. Council Member King said he likes McDonald's, but noted he foresees major traffic issues with a drive thru restaurant at this location. Mr. DuBose said he tried to bring other sit down restaurants but found challenges with this site because it is very narrow, and parking is a challenge because it is limited. Council Member King moved, seconded by Council Member Johnson, to close the public hearing and deny this item. The motion carried unanimously.

DENIED

25. SUP-21-11-0022 - Specific Use Permit/Site Plan Amendment at 3055 Mayfield Road (City Council District 4). Amendment to Specific Use Permit No. 739 for a Convenience Store with Gasoline Sales, Lube Center, and Car Wash to add Auto Tire/Wheel Sales & Installation (Indoor Displays) use and an amendment to the Site Plan to revise the car wash pay lanes, relocate the detail area to the rear of the site, and add an office/break room structure. Lot 1, Block 1, Mayfield Road Tigermart Addition, City of Grand Prairie, Tarrant County, Texas, zoned PD-239 w/SUP-739, located within SH-360 Corridor Overlay District, generally located southeast of northbound SH-360 Service Road and Mayfield Road, and addressed as 3055 Mayfield Road (On January 10, 2022, the Planning and Zoning Commission recommended approval by vote of 5-0)

Ms. Ware presented this request to amend existing an existing Specific Use Permit to add auto tire and wheel sales, and installation within a lube facility. She discussed the site plan and noted the Planning and Zoning Commission voted to approve with numerous staff conditions which she reviewed. Council Member Lopez asked if there were any code violations with this operation and Council Member Humphreys asked if they were in violation. Ms. Ware confirmed and said the operators were already doing wheel, tire and sales installation before this application was submitted. Mohammed Sharaf spoke in support and claimed to represent the owners and said his father started the business. He said they were not sure how the violation occurred, and it may have been something they missed when they first opened. He said they are present to rectify the problem. Deputy Mayor Pro Tem Humphreys noted the Auto Related Business (ARB) rules helped initiate Clean Prairie and asked if they would be willing to maintain a clean business. Mr. Sharaf confirmed and noted it is a nationally branded business now, a Waxahachie based store. Council Member Lopez asked how people would be aware this is a tire shop and asked how they plan to keep work from being done outside. Mr. Sharaf said the free vacuums was a concern with loitering and he reviewed the proposed changes included in the site plan to correct the issues. He noted the greenspace

would now be a manned booth and car detailing will be placed towards the back of the property. Mr. Sharaf added they would forbid tire displays outside. Ms. Ware said property owners within 300 feet were notified of this request and there was no opposition. Mayor Jensen commented on his visitation of and the longevity of this business. Council Member King moved, seconded by Council Member Clemson, to close the public hearing and approve this item with staff recommendations. The motion carried unanimously.

ADOPTED

ORD 11157-2022

26. SUP-21-08-0001 - Specific Use Permit - Auto Related Businesses at 2620 Skyway Dr (City Council District 2). Specific Use Permit for Major Auto Repair, Retail Auto Parts (Used), Auto Sales (Non-Franchise Used), and Auto Body & Paint Shop. Lots D1, D1A, D2, of Airport Industrial Park, City of Grand Prairie, Tarrant County, Texas, zoned Light Industrial and addressed as 2620 Skyway Dr, (the Planning and Zoning Commission voted to deny this request by vote of 4-1)

Ms. Ware presented this request for auto sales of non-franchised used auto repair, auto body, auto paint shop and auto parts used. She explained the propose of the Specific Use Permit (SUP) process and said these businesses are currently operating without the required SUP. She reviewed the background of this land component and its uses. Ms. Ware reviewed the Auto Related Business/Code Compliance and Environmental Services notes and citation history for this location. She also reviewed the Building Advisory and Appeals Board notes noting compliance issues and showed related photographs. Ms. Ware said the Planning and Zoning Commission denied the request and said staff also does not support the request. She reviewed the twelve staff conditions placed on this operator should Council approve the permit. Deputy Mayor Pro Tem Humphreys asked whether the SUP would apply to all businesses and to clarify what a negative impact would mean for them. Ms. Ware reviewed the information and confirmed it would apply to all. She shared photos and said operation would need to be in a manner that eliminates all violations. Owner Monica Cyphers, 1617 England Road, spoke in support and reviewed the history of this property which her father once owned. She said she obtained ownership over a year ago and reviewed the 2006 ARB ordinance. Ms. Cyphers presented information for four of the Certificates of Occupancy (COs) for approved paint booths and noted their struggle to obtain a permit to repair the parking lot. She reviewed renderings and site plan and showed pictures of the improved parking lot. She reviewed their plan of action with SUP approval. Mayor Jensen said has concerns because several the citations have nothing to do with the SUP approval but instead with cleanliness. Mayor Jensen asked if approved, can they complete all twelve requested items. Operators in the audience said yes. Council Member Humphreys said he would like them to succeed, but if they cannot comply, they may be denied. Mr. Jackson clarified what is up for discussion is a 90 day approval of the SUP. Council Member Lopez said this has to do with operation of the business, and they must learn what is required of a business. Council Member Lopez then asked staff to note progress of improvements. Mayor Pro Tem Del Bosque said he would like a timeline set with staff and communicated to the business to reach compliance. Ms. Ware said compliance is what is wanted, and Mayor Jensen clarified council does not want to put people out of

business. Council Member Lopez asked how the COs would work. Ms. Ware said they have forty-five days to obtain the CO's. Council Member King noted they have a lot of work to do, and encouraged the owner and operators to communicate with staff. Council Member Lopez asked the owner to review the requirements. Council Member King moved, seconded by Council Member Clemson, to close the public hearing and approve with a temporary SUP, to hold a public hearing in one-hundred twenty days, working weekly with Code Compliance, and to complete the twelve items based on staff recommendations.

Voting Yea: Mayor Jensen, Mayor Pro Tem Del Bosque, Deputy Mayor Pro Tem Humphreys, Council Member District 1 Clemson, Council Member At Large Place 8 Ezeonu, Council Member District 2 King, Council Member District 4 Lopez

Voting Nay: Council Member District 6 Johnson

ADOPTED

ORD 11158-2022

27. SUP-21-10-0016 - Specific Use Permit for Hookah Lounge – 906 W Pioneer Pkwy, Ste 250 (City Council District 2). Specific Use Permit for Amusement Services to allow a hookah lounge. Lot 2, Block 1, Gibson Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-394 with General Retail (GR) uses, within the SH-161 Corridor Overlay District, and addressed as 906 W Pioneer Pkwy, Ste 250 (On December 13, 2021, the Planning and Zoning Commission recommended denial by a vote of 7-0)

Council Member King moved, seconded by Mayor Pro Tem Del Bosque, to table this item. The motion carried unanimously.

TABLED

ITEMS FOR INDIVIDUAL CONSIDERATION

28. Discussion and consideration of all matters incident and related to the issuance and sale of “City of Grand Prairie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022”, including the adoption of an ordinance authorizing the issuance of such certificates which certificates are expected to be issued in a principal amount of not to exceed \$26,000,000

Deputy City Manager Cheryl Deleon thanked Treasury and Debt Manager Brady Olsen, noting he worked to help the city save 11.5 million dollars. Mr. Olsen presented this item and noted the city will continue to be a triple A rated city. Deputy Mayor Pro Tem Humphreys said the Finance and Government Committee reviewed this item thoroughly, and he then moved, seconded by Council Member Johnson, to approve this item. The motion carried unanimously.

ADOPTED

ORD 11159-2022

CITIZEN COMMENTS

There were no citizen comments.

ADJOURNMENT

Mayor Jensen adjourned the meeting at 8:30 p.m.

The foregoing minutes were approved at the February 15, 2022, City Council meeting.

Mona Lisa Galicia, City Secretary



**CITY OF GRAND PRAIRIE
CITY COUNCIL MEETING
CITY HALL - COUNCIL CHAMBERS, 300 W. MAIN STREET
TUESDAY, JANUARY 04, 2022 AT 4:30 PM**

AMENDED MINUTES

CALL TO ORDER

Mayor Jensen called the meeting to order at 5:30 p.m.

PRESENT

Mayor Ron Jensen

Mayor Pro Tem Mike Del Bosque

Deputy Mayor Pro Tem Cole Humphreys

Council Member District 1 Jorja Clemson

Council Member At Large Place 7 Jeff Copeland

Council Member At Large Place 8 Junior Ezeonu

Council Member District 6 Kurt Johnson

Council Member District 2 Dennis King

Council Member District 4 John Lopez

STAFF PRESENTATIONS

1. Roundabout Presentation

Not Presented

AGENDA REVIEW

Mayor Pro Tem Del Bosque asked if there were any questions on items four through twenty-four of the agenda. Council Member Clemson said item twenty-one was reviewed at the Public Safety, Health and Environment Committee meeting. She also asked if item four would be complete once considered and approved. Deputy City Manager Bill Hills said this item would close out that matter. Mayor Pro Tem Del Bosque noted he would like to table item twenty-nine. City Manager Steve Dye said Council Member Lopez intends to table item twenty-five.

EXECUTIVE SESSION

Mayor Jensen called a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss Section 551.072 "Deliberation Regarding Real Property" and Section 551.087 "Deliberations Regarding Economic Development Negotiations."

RECESS MEETING

Mayor Jensen adjourned the closed session, opened the regular meeting and called a recess at 6:23 p.m.

RECONVENE MEETING – 6:30 PM

Invocation led by Lead Pastor Everette Pafford of Abundant Life Church of Grand Prairie.

Pledge of Allegiance to the US Flag and Texas Flag led by Council Member Johnson.

PRESENTATIONS

2. Recognition of Suzette and Gary LaGray

Police Chief Daniel Scesney introduced and recognized Mr. and Mrs. LaGray for their efforts and donations to the Prairie Paws Animal Shelter. Animal Shelter Manager Lily Yap provided details of their donations and fundraising efforts allowing for renovations of the cat housing area along with the “Five O’clock Memorial Fund” which helps waive adoption fees. Mayor Jensen thanked the LaGrays for their many years of service to the community.

Presented

CONSENT AGENDA

Mayor Pro Tem Del Bosque moved, seconded by Council Member Johnson, to approve items three through twenty-four. The motion carried unanimously.

3. Minutes of the December 14, 2021, City Council Meeting

Approved

4. Change Order No. 2 with Construction Contract with Iron T. Construction, Inc. for Johnson Creek Channel Floor and Bank Repairs, in the total amount of \$24,400.00

Approved

5. Peninsula PID Contract with LandCare for Pond 1 Grading and Sod in the amount of \$139,983.02 (Council Districts 4 and 6)

Approved

6. Peninsula PID Contract with Bright Star Construction and Design for wall repairs in the amount of \$189,236.68 (Council Districts 4 and 6)

Approved

7. Westchester PID Change Order/Amendment No. 1 for Site Landscape Development, Inc. for landscape renovations in the amount of \$109,532.21 (Council District 6)

Approved

8. Change Order/Amendment No. 3 with Hill & Wilkinson General Contractors in the amount of \$196,858.84 for change orders regarding Phase 3 Construction of the City Hall Municipal Campus

Approved

9. Change Order/Amendment No. 3 with AUI Partners, LLC in the amount of \$80,488.70 for change orders regarding the Fire Station 3 construction project at 1260 West Marshall Drive

Approved

10. Price Agreement Contract for Traffic Signal and Miscellaneous Traffic Construction Services from Bean Electrical with a secondary for Durable Specialties, Inc., at an annual cost of \$500,000 (1,000,000) each through a Master Interlocal Agreement with the City of McKinney. The initial agreement will be for 9 months with the option to renew with Durable Specialties, Inc. for one additional year totaling \$1,500,000 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Approved

11. Construction contract with McMahon Construction for the repair and rehabilitation of Cross Creek Circle in the amount of \$877,550.85, plus a 5% contingency amount of \$43,877.75, for a total project cost of \$921,428.60

Approved

12. Purchase of Hootsuite social media management platform from Carahsoft Technology Corporation through a national cooperative agreement with DIR at an estimated annual cost of \$18,727.01. This agreement will be for one year with the option to renew for 4 additional one-year periods totaling \$93,635.05 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Approved

13. Purchase of Cohu cameras and brackets from Mobotrex and Paradigm Traffic Systems in the amount of \$215,940.00

Approved

14. Administrative Service Agreement between the City of Grand Prairie and the Grand Prairie Local Government Corporation

Approved

15. Ratify previous years' expenditures totaling \$70,878.38, and approve a Price Agreement for Cellebrite product licenses from GTS Technology Solutions through a national cooperative agreement with TIPS. This agreement will be for one year at an estimated cost of \$16,419.90 during the initial term, with the option to renew for two (2) additional one-year periods in the estimated annual amount of \$12,351.75; totaling \$41,123.40 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of

up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Approved

16. Forum Estates PID Change Order/Amendment No. 1 for LandWorks for landscape renovations in the amount of \$66,834 (Council District 4)

Approved

17. Grant to Trinity River Authority Permanent Sanitary Sewer Easements, Permanent Erosion Control Easement, Temporary Construction Easements, Permanent Access Easement, Permanent Electrical Easement and Dedication of Fee Simple Parcel for Meter Station. The project is generally located north of Interstate Highway 30, south of Running Bear Park, east of Beltline Road and west of MacArthur Blvd. in the cities of Grand Prairie and Irving, Dallas County

Approved

18. Change order/Amendment No. 2 with SEMA Construction in the net amount of \$48,999.09 for Seeton Road Phase 2 Paving, Drainage, Water and Wastewater Improvements and Taaffe Creek Stream Stability Improvements

Approved

19. Amendment/Change Order No. 1 to Professional Engineering Services contract with Innovative Transportation Solutions, Inc. for preparation and processing of local project advance funding agreements (LPFA) with all appropriate transportation partners in the amount of \$54,000 annually during the four remaining renewal terms, for an overall increase of \$216,000.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Adopted

ORD 11138-2022

20. Ratify approval of Change Order #3 with Flock Safety Group, Inc. in the amount of \$10,360 for one prior term, \$9,360 for the current term, and \$9,360 annually for three additional one-year terms, totaling \$47,800; and approve an ordinance amending the FY 2022 Red Light Safety Fund for Change Order #4 in the amount of \$59,500 for an initial two-year term, and three additional one-year terms in the amount of \$28,500 each, totaling \$145,000

Adopted

ORD 11139-2022

21. Ordinance of the City of Grand Prairie, Texas, defining the number of authorized positions within the Fire Department in each classification, repealing all ordinances in conflict herewith, and providing a savings clause, a severability clause, and an effective date

Adopted

ORD 11140-2022

22. Resolution authorizing the City Manager to execute a master inter-local purchasing agreement between the City of Grand Prairie and the City of Brady, Texas

Adopted

RES 5250-2022

23. Resolution appointing Members, Chairs, and Vice Chairs to Boards of Directors for two Tax Increment Financing (TIF) Zones, TIF #1 and TIF #3

Adopted

RES 5251-2022

24. Resolution authorizing the City Manager to apply for funding to the Tarrant County 9-1-1 District Public Safety Answering Point (PSAP) Assistance Program, in the amount of \$78,882 to purchase 9-1-1 related equipment, software, training and other allowable expenses

Adopted

RES 5252-2022

PLANNING AND ZONING ITEMS TO BE TABLED

25. SUP-21-11-0021 - Specific Use Permit - SUP-21-11-0021 (City Council District 5). Specific Use Permit and Site Plan request to add Wholesale Auto Sales use to an existing auto-related business lot. Lots 3 & 4, Block 4, Poulin Addition, City of Grand Prairie, Dallas County, Texas, zoned LI District, within CBD, Section 3, and addressed as 2314 Poulin Avenue

Mayor Pro Tem Del Bosque moved, seconded by Deputy Mayor Pro Tem Humphreys, to table this item. The motion carried unanimously.

Tabled

PLANNING AND ZONING FOR INDIVIDUAL CONSIDERATION

26. STP-21-09-0009 Site Plan – Oakdale II, Block 1, Lot 2. (City Council District 1). Site Plan for two industrial warehouse buildings totaling 418,560 sq. ft on 24.66 acres. Being multiple tracts of land situated in the John W. Farrans Survey, Abstract No. 468, City of Grand Prairie, Dallas County, Texas. Zoned (LI) Light Industrial District, generally located north of Oakdale Road and 1,675 feet west of N. Belt Line Road and addressed as 468 E. Oakdale Road (On December 13, 2021, the Planning and Zoning Commission recommended approval by a vote of 7-0)

Chief City Planner Savannah Ware presented this item noting it meets density, dimensional & landscaping requirements. She reviewed building elevations, designs and requested variance. She advised the Planning and Zoning Commission and the Development Review Committee recommended approval. Deputy Mayor Pro Tem Humphreys asked why a facility would request to exceed the required number of parking spaces. Ms. Ware advised they do not have confirmed tenants but it could be to maximize space. Mayor Jensen acknowledged speaker Brad Cooper, 3819 Maple Ave, Dallas. Council Member Lopez asked what type of tenant they are targeting. Mr. Cooper said they seek general warehouse and light industrial tenants and advised they usually hold on to their projects long term. Council Member Clemson move, seconded by Deputy Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.

Approved

27. STP-21-08-0005 - Site Plan - El Paso St. Multi-Family (City Council District 1). Site Plan for a 6-unit multi-family development on .425 acres. Lots 19 and 20, Block 114, Dalworth Park Addition and half of abandoned SW 20th St, City of Grand Prairie, Dallas County, Texas, zoned MF-1, within the SH-161 Corridor Overlay District, and addressed as 2002 and 2006 El Paso St (On December 13, 2021, the Planning and Zoning Commission recommended approval by a vote of 7-0)

Ms. Ware presented this proposed multifamily project to include six units on less than half an acre. She reviewed the site plan, which includes one-hundred percent garages, no carports, and five units facing the park. She reviewed the landscape plan and building elevations, noting the proposal does not fully meet Appendix W recommendations but amenities are met. She reviewed several requested variances including maximum density, alleyway and interior side setback, no carports and no gated entry nor exits but noted they make sense for the size and style of the housing. Ms. Ware reviewed the Housing Policy Analysis and advised the Planning and Zoning Commission and the Development Review Committee recommended approval. Council Member Copeland asked to review elevation and design and noted he was not happy with the outward facing doors on the solid brick wall with no windows. Council Member Humphreys asked to review the boundary lines. Ms. Ware reviewed on the overview map. Council Member Ezeonu asked what type of home and Ms. Ware informed it is multifamily one, and the design is like a townhome development, multiple units on a single lot. Council Member Clemson asked if the front door could be place on the opposite end. Applicant Victor Reyes, 2809 McPherson Lane, Flower Mound, agreed to change the door. Planning Director Rashad Jackson reviewed entry door options and possible window options to change the façade. Council Member Clemson said an awning over the door or portico would be advisable. Ms. Patsy Ray, 2217 El Paso Street, spoke in opposition. Mayor Jensen confirmed this property was zoned multifamily many years ago. Council Member Clemson asked what the rent value would be and the applicant indicated he plans to rent them for sixteen hundred dollars per unit. Mayor Jensen said these units would be approximately two-thousand square feet each. Council Member Clemson moved, seconded by Deputy Mayor Pro Tem Humphreys, to approve this item with staff and Council recommendations of the alternate doors and window options, improving the rear elevation. The motion carried unanimously.

Approved

28. STP-21-11-0013 - Site Plan - Prologis Warehouse on 161 (City Council District 5). Site Plan for a 144,488 sq. ft. industrial warehouse on one lot on 9.28 acres. Lot 1, Block A, Prologis January Lane Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-406 District, within the SH-161 Corridor Overlay District, and addressed as 1101 N. SH 161 (On December 13, 2021, the Planning and Zoning Commission recommended approval by a vote of 5-2)

Ms. Ware presented this warehouse site plan, noting it meets density, dimensional, landscape and screening requirements. She reviewed the landscape plan, building elevations, façades and rendering. Ms. Ware noted two requested variances including exceeding parking spaces and truck docks on the primary façade. Mayor Jensen asked to clarify cross streets. Ms. Ware reviewed the map. Deputy Mayor Pro Tem Humphreys asked to review the layout. Ms. Ware reviewed the site plan and confirmed the city determines where the primary façades are located. Deputy Mayor Pro Tem Humphreys asked to review the rendering with windows and expressed his dissatisfaction with the location of the door bays. Council Member Copeland confirmed the dock doors face the apartments, and he is not supportive of that option. Ms. Ware said the applicant has an eight-foot wall and screening, and noted the grading is lower than apartment. Cody Banders with Prologis, 2021 McKinney, Dallas, said the grading of this site could cause problems for the trucks and noted they moved the site sixty feet. He said they are over ten feet lower than the apartments. Mr. Banders said they shelter their dock doors with a dock leveler and a shelter. Council Member Humphreys asked to clarify the access to determine if there is a way to have more than one access to the building. Council Member Clemson said the January Lane residents are already concerned with the truck traffic in this area and the problem continues. Mayor Jensen confirmed it is zoned and a warehouse with trucks would be placed there. Deputy Mayor Pro Tem Humphreys said he could not support it as presented, and then moved, seconded by Council Member Copeland, to table this item. The motion carried unanimously.

Tabled

PUBLIC HEARING ZONING APPLICATIONS

29. SUP-21-10-0016 - Specific Use Permit for Hookah Lounge – 906 W Pioneer Pkwy, Ste 250 (City Council District 2). Specific Use Permit for Amusement Services to allow a hookah lounge. Lot 2, Block 1, Gibson Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-394 with General Retail (GR) uses, within the SH-161 Corridor Overlay District, and addressed as 906 W Pioneer Pkwy, Ste 250 (On December 13, 2021, the Planning and Zoning Commission recommended denial by a vote of 7-0)

Mayor Pro Tem Del Bosque moved, seconded by Deputy Mayor Pro Tem Humphreys, to close the public hearing and table this item. The motion carried unanimously.

Tabled

30. SUP-21-10-0014 - Specific Use Permit/Site Plan – Equipment Share (City Council District 1). Specific Use Permit/Site Plan for the expansion of an existing equipment rental facility on 2.88

acres. Tract 47, John C. Read Survey, Abstract 1183, City of Grand Prairie, Dallas County, Texas, Zoned Light Industrial (LI) within the SH-161 Corridor Overlay District, with an approximate address of 1717 W Shady Grove Rd (On December 13, 2021, the Planning and Zoning Commission recommended approval by a vote of 7-0)

Ms. Ware presented this request for a specific use permit and site plan. She noted it meets dimensional, parking and landscape requirements. She reviewed elevations and variances. She advised the Planning and Zoning Commission and the Development Review Committee recommended approval. Council Member Lopez asked what the required screening replacement would be. Ms. Ware indicated they would be replaced at the same minimum. Architect Amy Miles, 2809 Ajax Ave, Arkansas, spoke in support of this item. Council Member Lopez asked for clarification of the landscaping screening. Ms. Miles noted they are increasing landscaping to replace the wing wall because that wall would be destroyed within a short period of time. Council Member Clemson moved, seconded by Council Member Ezeonu, to close the public hearing and approve this item. The motion carried unanimously.

Adopted

ORD 11141-2022

31. SUP-21-11-0018 - Specific Use Permit/Site Plan - Salad and Go Restaurant (City Council District 2). Specific Use Permit/Site Plan for 780 sq. ft. Salad and Go Restaurant with a Drive-Through on 0.888 acres. Lot 14, Block A, Epic East Towne Crossing Phase 2, City of Grand Prairie, Dallas County, Texas, zoned PD-364, within the SH-161 Corridor Overlay District, and tentatively addressed as 1045 W Warrior Trail (On December 13, 2021, the Planning and Zoning Commission recommended approval with staff condition by a vote 7-0)

Ms. Ware reviewed this request for specific use permit and site plan for planned development. She said it meets density and dimensional requirements and reviewed building elevations and variances which include window requirements, rear articulation and menu items. She reviewed letter of opposition received. Ms. Ware said the Planning and Zoning Commission recommended approval and the Development Review Committee approved if they agreed to install a trash receptacle that is accessible from the drive thru lane. Aaron Hawking, 4500 Mercantile Plaza, Fort Worth, did not wish to speak but recorded his support of this item. Matt Copenhaver, 5555 E. Van Buren Street, Phoenix, Arizona, noted they have six locations in the Dallas Fort Worth metroplex with plans for twenty-five to twenty-six total locations planned for the area. Council Member Copeland asked why they chose Grand Prairie, and Mr. Copenhaver said they are targeting a live audience, noting they own all of their production in South Dallas and target communities with a good consumer base. He said they use a proprietary modeling software and Grand Prairie was in their top tier of areas. Council Member Clemson asked if there are organic salad options. He said yes and discussed farms with which they work. John Weber, 16000 Dallas Parkway, spoke in support and noted this is an outstanding organization. Council Member King moved, seconded by Mayor Pro Tem Del Bosque, to close the public hearing and approve this item with staff recommendations. The motion carried unanimously.

Adopted

ORD 11142-2022

32. SUP-21-10-0013 - Specific Use Permit/Site Plan - Valvoline Oil Change (City Council District 2). Specific Use Permit/Site Plan for an oil change facility on 1.32 acres. Lot 1A, Block B, Epic West Towne Crossing Phase II, City of Grand Prairie, Dallas County, Texas, Zoned PD-364, and addressed as 1550 Mayfield Rd (On December 13, 2021, the Planning and Zoning Commission recommended approval by a vote of 7-0)

Mr. Jackson presented this site plan which is currently zoned PD-364 with commercial uses. He reviewed the overlay of the site plan, zoning and land use. Mr. Jackson noted the applicant is asking for two additional parking spots and said the landscape and screening requirements are met except for the north end because of the utility easement. He reviewed building elevations, including bays facing Mayfield Road. Mr. Jackson said the Planning and Zoning Commission and the Development Review Committee recommended approval. David Martin, 2728 N. Harwood St., Dallas, said the applicant has worked with the shopping center owner and indicated service would take approximately ten to fifteen minutes per vehicle. He noted it is corporate owned and operated. Council Member Copeland thanked Mr. Weber for his efforts, but asked if this would have been the first thing placed on this property. Mr. Webber said no, but he spoke of the quality of the use. Council Member Johnson asked how many oil change businesses are within a two-mile radius and if a need had been determined in this location. Mr. Martin said there is a need. Council Member Lopez said the vision for Highway 161 is not being met with this type of business development. Deputy Mayor Pro Tem Humphreys agreed there are many nearby oil change businesses, and it does not fit the vision in this area. Council Member Ezeonu said he does not feel this type of business is needed in this area. Mayor Jensen also noted his opposition. Council Member King said he is not opposed to oil change facilities and but agreed this type business does not fit the location. Council Member King moved, seconded by Mayor Pro Tem Del Bosque, to close the public hearing and deny this item. The motion carried unanimously.

Denied

33. SUP-21-11-0020 - Specific Use Permit/Site Plan for a Restaurant with a Drive-Through on 0.555 acres. (City Council District 2). Lot 9R-1, Block B, Epic West Towne Crossing Phase 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364, within the SH 161 Corridor Overlay District, with approximate address of 3104 S HWY 161 (On December 13, 2021, the Planning and Zoning Commission recommended approval by a vote of 7-0)

Mr. Jackson presented this item for Lucky's Chicken and noted it has a unique design. He reviewed zoning, parking, landscaping and screening requirements, which he said are met. He reviewed elevations and noted the requested variance includes window coverage and awning canopies. Mr. Jackson said the Planning and Zoning Commission and the Development Review Committee recommended approval. Council Member King moved, seconded by Council Member Clemson, to close the public hearing and approve this item. The motion carried unanimously.

Adopted

ORD 11143-2022

34. ZON-21-09-0007 - Zoning Change/Concept Plan - Hanover Mixed Use at 360 and 287 (City Council District 6). An amendment to PD-414 to create PD-414A and incorporate an additional 11.55 acres, zoning change from Agriculture to PD-414A for Townhome Use on 5.2 acres, zoning change from Agriculture to PD-414A for Multi-Family Use on 6.3 acres, zoning change from PD-414 for Commercial/Office Use to PD-414A for Multi-Family Use on 1.6 acres, zoning change from Agriculture to PD-414A for Commercial/Office Use on 0.88 acres, an amendment to the approved Concept Plan to incorporate the additional 11.55 acres. Property ID 242969, J. Lawrence Survey, Abstract No. 616 and Property ID 196908, B. F. Howard Survey, Abstract No. 513, City of Grand Prairie, Ellis County, Texas, zoned PD-414 and Agriculture, and generally located east of State Highway 360 and north of US Highway 287 (On December 13, 2021, the Planning and Zoning Commission recommended approval by a vote of 7-0)

Mr. Jackson presented this mixed-use item for extension of zone change adding to the existing zoning. He said it includes commercial, office, multifamily and townhomes. He reviewed the approved concept plan and the proposed concept plan. Mr. Jackson noted the variances requested are to allow for urban style development, and he reviewed the twenty-two variances that were approved plus two that were previously denied. He said the Planning and Zoning Commission recommended approval and are asking for some of these to be walkable. Mr. Jackson noted the applicant proposed ground floor units with walk-up units and walk-out access and would include design elements. Council Member Johnson asked if sidewalks would be standard size. Mr. Jackson confirmed they would need to meet minimum size requirements. Council Member Ezeonu asked if there would be commercial retail downstairs and living upstairs. Mr. Jackson confirmed. Ben Luedtke, 3001 Knox Street, Dallas, spoke in support of this item. He reviewed the add-on information. Council Member Copeland said this concept is supported but asked what the market experience is. Mr. Luedtke provided information regarding their Lakeridge property and said neighborhood services are what they target, including coffee shops and restaurants. Council Member Lopez noted many people are working from home and asked him to consider a business center for use of the space. Council Member Johnson moved, seconded by Mayor Pro Tem Del Bosque, to close the public hearing and approve this item as presented by staff. The motion carried unanimously.

Adopted**ORD 11144-2022**

35. ZON-21-11-0013 – Zoning Change/Concept Plan – Villages at Lynn Creek (City Council District 4) Zoning Change/Concept Plan for a horizontal mixed-use development with retail uses and 324 residential units on 16.364 acres. Tract 5B, Jerome C. Lynn Survey, Abstract 972, City of Grand Prairie, Tarrant County, Texas, Zoned Planned Development (PD-255A) with Commercial (C) uses within the SH-360 Corridor Overlay District with an approximate address of 5990 S Hwy 360 (On December 13, 2021, the Planning and Zoning Commission recommended approval by a vote of 7-0)

Council Member Lopez moved, seconded by Council Member Johnson, to close the public hearing and table the case to have time to visit with the developer and the neighborhood. The motion carried unanimously.

Tabled

ITEMS FOR INDIVIDUAL CONSIDERATION

36. Ordinance of the City Council of the City of Grand Prairie, Texas, Approving the Redistricting of the Single Member City Council Districts and Establishing New Single-Member District Boundary Lines for Grand Prairie City Council Elections Based on 2020 Census Data; and Providing for an Effective Date

Council Member Cheryl De Leon presented the guidelines adopted on October 28th and reviewed the mapping and previous hearing dates. She noted the maps and information were posted to the city's website for public review. Mayor Jensen commended staff and council for their work. Council Member Clemson moved, seconded by Deputy Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.

Adopted

ORD 11145-2022

CITIZEN COMMENTS

Trina Hall, 530 Forrest Hill Lane, spoke about the affects of fireworks on children with autism and people with mental issues. She noted the city has an ordinance against fireworks and supports its enforcement.

ADJOURNMENT

Mayor Jensen adjourned the meeting at 8:39 p.m.

The foregoing amended minutes were approved at the February 15, 2022, City Council meeting.

Mona Lisa Galicia, City Secretary



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 2/15/2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator

TITLE: Forum Estates PID Contract with LandWorks for landscape maintenance \$101,647, beautification, \$50,000, and irrigation system maintenance services, \$11,000 for a one year term in the amount of \$162,647 (Council District 4)

RECOMMENDED ACTION: Approve

ANALYSIS:

The PID Board recommended that LandWorks be awarded a contract in the amount of \$162,647 for landscape maintenance \$101,647, beautification, \$50,000, and irrigation system maintenance services, \$11,000. The term extends from January 1, 2022 through December 31, 2022. LandWorks had the contract last year and performed satisfactorily.

Texas Local Government Code, Chapter 252.022 (a) (9) exempts public improvement districts from competitive bidding requirements. Per that statute, the PID Advisory Board is empowered to enter into contracts such as the one with LandWorks following approval by the City Council.

FINANCIAL CONSIDERATION:

Funds for this contract are available from annual assessments adopted by the City Council on September 21, 2021, which are estimated to generate \$493,604 for the fiscal year.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 5
Forum Estates
Five Year Service Plan 2022 - 2026 BUDGET

Income based on Assessment Rate of \$0.12 per \$100 of appraised value.
Service Plan projects a 1% increase in assessed value per year.

| INCOME: | | Value | Assess Rate | Revenue | | |
|--------------------------------------|----------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Appraised Value | | \$411,336,966 | \$ 0.12 | \$ 493,604 | | |
| Description | Account | 2022 | 2023 | 2024 | 2025 | 2026 |
| Beginning Balance (Estimated) | | \$ 821,000 | \$ 990,303 | \$ 1,171,791 | \$ 1,355,615 | \$ 1,548,075 |
| P.I.D. Assessment | 42620 | \$ 493,604 | \$ 498,540 | \$ 503,526 | \$ 508,561 | \$ 513,647 |
| Devlp'r Particip/Projects* | 46110 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 |
| City Contribution | 49780 | 21,283 | 21,283 | 21,283 | 21,283 | 21,283 |
| TOTAL INCOME | | \$ 517,887 | \$ 522,823 | \$ 527,809 | \$ 532,844 | \$ 537,930 |
| Amount Available | | \$ 1,338,887 | \$ 1,513,126 | \$ 1,699,600 | \$ 1,888,460 | \$ 2,086,005 |

| EXPENSES: | | 2022 | 2023 | 2024 | 2025 | 2026 |
|----------------------------------|-------|-------------------|---------------------|---------------------|---------------------|---------------------|
| Description | | | | | | |
| Office Supplies | 60020 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 |
| Decorations | 60132 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 |
| Beautification | 60490 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 |
| Wall Maintenance | 60776 | 20,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| Mowing Contractor | 61225 | 101,647 | 101,647 | 101,647 | 101,647 | 101,647 |
| Website | 61315 | 350 | 350 | 350 | 350 | 350 |
| Collection Service (\$2.90/Acct) | 61380 | 4,388 | 4,388 | 4,388 | 4,388 | 4,388 |
| Misc. | 61485 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 |
| Admin./Management | 61510 | 10,800 | 10,800 | 10,800 | 10,800 | 10,800 |
| Postage | 61520 | 100 | 100 | 100 | 100 | 100 |
| Electric Power | 62030 | 2,800 | 2,800 | 2,800 | 2,800 | 2,800 |
| Water Utility | 62035 | 28,000 | 28,000 | 28,000 | 28,000 | 28,000 |
| Irrigation System Maint. | 63065 | 11,000 | 11,000 | 11,000 | 11,000 | 11,000 |
| Roadway Markings/Signs Maint | 63115 | 2,100 | 2,100 | 2,100 | 2,100 | 2,100 |
| Decorative Lighting Maintenance | 63146 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 |
| Property Insurance Premium | 64080 | 1,600 | 1,600 | 1,600 | 1,600 | 1,600 |
| Liability Insurance Premium | 64090 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 |
| Fencing | 68061 | - | - | - | - | - |
| Row/Easement Title Purchase | 68091 | - | - | - | - | - |
| Int. Exp. Bonds | 91070 | 10,200 | 7,950 | 5,600 | 2,000 | - |
| Princl. Pmts. Bonds | 95015 | 75,000 | 75,000 | 80,000 | 80,000 | - |
| TOTAL EXPENSES | | \$ 348,585 | \$ 341,335 | \$ 343,985 | \$ 340,385 | \$ 258,385 |
| Ending Balance** | | \$ 990,303 | \$ 1,171,791 | \$ 1,355,615 | \$ 1,548,075 | \$ 1,827,620 |

Avg. Annual Assessment by Home Value:

| Value | Yrly Assmnt. | | |
|-----------|--------------|---------------------------|------------|
| \$50,000 | \$ 60 | | |
| \$100,000 | \$ 120 | | |
| \$150,000 | \$ 180 | | |
| \$200,000 | \$ 240 | | |
| \$250,000 | \$ 300 | | |
| \$300,000 | \$ 360 | | |
| \$350,000 | \$ 420 | | |
| \$400,000 | \$ 480 | | |
| | | Avg. Property Value: | \$ 271,868 |
| | | Avg. Property Assessment: | \$ 326 |
| | | No. of Properties: | 1,513 |

*Reimbursement for additional holiday decorations.

**Fence replacements



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 2/15/2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator

TITLE: Oak Hollow/Sheffield Village PID Contract with SPSD for landscape maintenance \$88,192.36, beautification, \$20,000, and irrigation system maintenance services, \$25,000 for a one year term in the amount of \$133,192.36 (Council Districts 4 and 6)

RECOMMENDED ACTION: Approve

ANALYSIS:

The PID Board recommended that SPSD be awarded a contract in the amount of \$133,192.36 for landscape maintenance 88,192.36, beautification, \$20,000, and irrigation system maintenance services, \$25,000. The term extends from January 1, 2022 through December 31, 2022. SPSD had the contract last year and performed satisfactorily.

Texas Local Government Code, Chapter 252.022 (a) (9) exempts public improvement districts from competitive bidding requirements. Per that statute, the PID Advisory Board is empowered to enter into contracts such as the one with SPSD following approval by the City Council.

FINANCIAL CONSIDERATION:

Funds for this contract are available from annual assessments adopted by the City Council on September 21, 2021, which are estimated to generate \$418,346 for the fiscal year.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 15
Oak Hollow/Sheffield Village
Five Year Service Plan 2022 - 2026 BUDGET

Income based on Assessment Rate of \$0.085 per \$100 of appraised value.
Service Plan projects a 1% increase in assessed value per year.

| INCOME: | | Value | Assess Rate | Revenue | | |
|--------------------------------------|----------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Appraised Value | | 492,171,595 | \$ 0.085 | \$ | 418,346 | |
| Description | Account | 2022 | 2023 | 2024 | 2025 | 2026 |
| Beginning Balance (Estimated) | | \$ 649,000 | \$ 728,459 | \$ 841,101 | \$ 957,969 | \$ 1,079,104 |
| P.I.D. Assessment | 42620 | \$ 418,346 | \$ 422,529 | \$ 426,755 | \$ 431,022 | \$ 435,332 |
| Trsf In/Parks Venue (3170) | 49780 | 10,261 | 10,261 | 10,261 | 10,261 | 10,261 |
| TOTAL INCOME | | \$ 428,607 | \$ 432,790 | \$ 437,016 | \$ 441,283 | \$ 445,593 |
| Amount Available | | \$ 1,077,607 | \$ 1,161,249 | \$ 1,278,117 | \$ 1,399,252 | \$ 1,524,697 |

| EXPENSES: | | 2022 | 2023 | 2024 | 2025 | 2026 |
|----------------------------------|-------|-------------------|-------------------|-------------------|---------------------|---------------------|
| Description | | | | | | |
| Office Supplies | 60020 | \$ 400 | \$ 400 | \$ 400 | \$ 400 | \$ 400 |
| Decorations | 60132 | 32,000 | 30,000 | 30,000 | 30,000 | 30,000 |
| Beautification | 60490 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 |
| Graffiti Cleanup | 60775 | 500 | 500 | 500 | 500 | 500 |
| Wall Maintenance | 60776 | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 |
| Security | 61165 | 22,500 | 22,500 | 22,500 | 22,500 | 22,500 |
| Mowing Contractor | 61225 | 82,039 | 82,039 | 82,039 | 82,039 | 82,039 |
| Tree Services | 61226 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 |
| Collection Service (\$2.90/acct) | 61380 | 6,409 | 6,409 | 6,409 | 6,409 | 6,409 |
| Misc. | 61485 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 |
| Admin./Management | 61510 | 19,200 | 19,200 | 19,200 | 19,200 | 19,200 |
| Postage | 61520 | 200 | 200 | 200 | 200 | 200 |
| Banners | 61601 | 20,000 | 7,000 | 7,000 | 7,000 | 7,000 |
| Electric Power | 62030 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 |
| Water Utility | 62035 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| Irrigation System Maint. | 63065 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 |
| Decorative Lighting Maintenance | 63146 | 15,500 | 1,500 | 1,500 | 1,500 | 1,500 |
| Property Insurance Premium | 63147 | 1,300 | 1,300 | 1,300 | 1,300 | 1,300 |
| Liability Insurance Premium | 64090 | 600 | 600 | 600 | 600 | 600 |
| Landscaping | 68250 | - | - | - | - | - |
| Irrigation Systems | 68635 | - | - | - | - | - |
| TOTAL EXPENSES | | \$ 349,148 | \$ 320,148 | \$ 320,148 | \$ 320,148 | \$ 320,148 |
| Ending Balance* | | \$ 728,459 | \$ 841,101 | \$ 957,969 | \$ 1,079,104 | \$ 1,204,549 |

Avg. Annual Assessment by Home Value:

| Value | Yrly Assmnt. | |
|-----------|--------------|----------------------------------|
| \$100,000 | \$85 | |
| \$150,000 | \$128 | |
| \$200,000 | \$170 | Avg. Property Value: \$ 222,702 |
| \$250,000 | \$213 | Avg. Property Assessment: \$ 189 |
| \$300,000 | \$255 | No. of Properties: 2,210 |
| \$350,000 | \$298 | |

*Wall replacement/repairs



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/15/2022

REQUESTER: George Fanous

PRESENTER: Gabe Johnson, Director of Engineering and Public Works

TITLE: Change Order/Amendment No. 4 in the net negative amount of (\$25,739.75) with Excel Trenching for 30"/36" Robinson Road Waterline

RECOMMENDED ACTION: Approve

ANALYSIS:

On March 3, 2020, the City council approved a construction contract with Excel Trenching for 30"/36" Robinson Road Waterline in the total amount of \$4,696,891.40; material testing with Alliance Geotechnical Group in the amount of \$88,552.20; in-house engineering in the amount of \$140,906; and 5% construction contract contingency in the amount of \$234,844 for a total project cost of \$5,161,193.60.

Proposed Change Order/Amendment No. 4 in the net negative amount of (\$25,739.75) provided for Abandonment of existing water vault, valve stacks, air release valve vent and blow-off valve; it also provides for quantity over-runs and under-runs for the project.

Proposed change order/Amendment No. 4 provides for total increase of \$14,806.25 and a total decrease of (\$40,546.00) for a cumulative amount of \$53,352.25 and a net negative amount of (\$25,739.75).

Change Order/Amendment No.1 in the net negative amount of (\$62,528.25), was approved on 3/26/2021 and provided for additional concrete pavement repairs, substituting pipe cleaning wyes with 8 access manways and a coffer dam during construction and other miscellaneous items of work.

Change Order/Amendment No.2 for time extension only was approved on April 12,2021.

Change Order/Amendment No.3 in the amount of \$12,473.37 for additional 24" water pipe and TRA Manhole abandonment was approved on 6/16/2022.

The completion date for this project will be revised to February 28, 2022.

FINANCIAL CONSIDERATION:

State statutes require City Council approval of a change order when the cumulative cost of the change order exceeds \$50,000. With approval of this change order, the City Manager will be able to approve the change order to a cumulative value of \$50,000 without additional Council approval. Also, the City as an owner, reserves the right to increase the amount of the work to be performed in each construction contract by an amount not to exceed twenty-five (25%) percent of the original bid.

Proposed change order/Amendment No. 4 provides for total increase of \$14,806.25 and a total decrease of (\$40,546.00) for a cumulative amount of **\$53,352.25** and a net negative amount of (\$25,739.75). All change orders combined are negative (\$75,524.63) thus not exceeding 25% above the original bid.

Original funding for this project was from Water Capital Projects Fund (500592) W.O. 01811303 (Robinson Rd EST & 30" Water Line).

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 500592 / 01811303
 Project Title: Robinson Rd EST & 30" Water Line
 Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|-------------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| 61041 Prof Services | \$531,912 | \$0 | \$0 | \$0 | \$531,912 |
| 68090 Land Purchase | \$47,014 | \$0 | \$0 | \$0 | \$47,014 |
| 68091 Easement Title Purchase | \$67,310 | \$1 | \$0 | \$1 | \$67,310 |
| 68540 Construction | \$5,313,614 | \$0 | \$0 | \$0 | \$5,313,614 |
| 68560 Eng/Con/Geo | \$238,340 | \$0 | \$0 | \$0 | \$238,340 |
| 68999 Labor | \$5,235 | \$0 | \$0 | \$0 | \$5,235 |
| | | | | \$0 | \$0 |
| TOTAL | \$6,203,425 | \$1 | \$0 | \$1 | \$6,203,425 |



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/15/2022

REQUESTER: Andy Henning

PRESENTER: Andy Henning – Director of Design and Construction -Municipal Facilities

TITLE: Change Order/Amendment No. 4 with Hill & Wilkinson General Contractors in the amount of \$116,915.86 for final project closeout change orders regarding Phase 3 Construction of the City Hall Municipal Campus

RECOMMENDED ACTION: Approve

ANALYSIS:

On April 6, 2021, the City Council awarded the Construction Manager at Risk (CMAR) contract to Hill & Wilkinson General Contractors for pre-construction services in the amount of zero dollars (\$0). The award provided for CMAR services including development of project estimates, preliminary construction schedules, value engineering proposals and constructability review during the completion of the design phase.

Current Change Order/Amendment No. 4 in the amount of \$116,915.86 is divided as follows:

| AMOUNT | SUBJECT | DESCRIPTION/CLARIFICATION |
|-------------|----------------------|--|
| \$7,026.76 | Site Signage | Additional campus wayfinding signage for new access pathway associated with the existing City Hall West parking lot along with signage for the Revenue Management drive-thru bill pay entry and exit to replace existing signage |
| \$3,101.06 | Parking Lot Striping | Restriping and upgrade of marking material at existing City Hall West parking lot |
| \$12,055.13 | Landscaping | Additional landscaping throughout the extended north/south planter to the north of Housing along with new mulch being provided at all landscape areas associated with phase 1 construction |
| \$15,191.75 | Walkway Access | New sidewalk connecting existing City Hall West parking lot to rain garden bridge access leading to City Hall Central main entry |

| | | |
|-------------|---------------------|---|
| \$24,037.04 | Fire Connection | New remote fire department connection (FDC) at Courts building due to pressure test failure and corresponding relocation required |
| \$13,482.33 | Metal Wall Panels | Replacement of City Hall Central main entry wood paneling to change to metal panel for increased durability and decreased life cycle maintenance/cost |
| \$535.74 | Extended Warranty | Extended warranty cost for metal panel noted in line item above – warranty increased to 10 years from initial standard 5-year duration |
| \$24,590.87 | Lighting | Enhanced lighting and power at City of Grand Prairie monument sign along Main Street for increased legibility |
| \$1,563.37 | Parking Designation | Painting of reserved parking designations requested at Housing, Courts and City Hall East |
| \$761.31 | Existing Manhole | Treatment of existing deteriorating manhole vault lid to match new parking lot concrete surrounding |
| \$984.80 | Artwork | Material and labor to hang additional artwork in City Hall Central |
| \$5,772.01 | Drainage | Tree well drainage system connected to storm sewer inlet at northwest corner of Main Street and NW 2 nd Street – drainage system required due to the existing grade sloping to the south and irrigation system terminating at that point |
| \$7,813.69 | Granite Support | |

Change Order/Amendment No. 3 in the amount of \$196,858.84 was approved by City Council on December 14, 2021 and was comprised of the following:

| AMOUNT | SUBJECT | DESCRIPTION/CLARIFICATION |
|-------------|---------------------|---|
| \$15,515.00 | TXDOT | Additional work required by the Texas Department of Transportation for patch and tie-in of new concrete aprons at Main Street and 2 nd Street locations |
| \$9,850.00 | Façade Framing | Addition of metal hat channel furring along the south façade of City Hall West in order to create a flat substrate condition for the brick masonry application |
| \$1,917.42 | Site Retaining Wall | Additional retaining wall extension and increase in elevation to address existing grades along the east side of the City Hall Annex Building while creating a uniform top surface to the wall along its extents |
| \$43,426.76 | Sanitary Sewer | Additional site work requested by Public Works to assist in replacement of deteriorating clay pipe sanitary sewer line discovered during construction – this work is funded by Public Works for this reason |
| \$22,187.04 | Landscaping | Landscaping revisions along Main Street to coordinate with visibility of new monument sign and future Main Street turnback planning |

| | | |
|-------------|--------------------|--|
| \$864.88 | Asbestos Trenching | Additional excavation work required following asbestos remediation associated with the existing below-grade waterproofing at the Municipal Court building – this was due to the soil that was removed by the asbestos remediation contractor being deposited in the trench area where space was required for installation of the new waterproofing |
| \$8,649.90 | Traffic Island | Adjustments to the traffic island at the corner of College Street and 2 nd Street in order to create an improved pedestrian condition with increased safety and better protection from vehicular circulation |
| \$2,606.24 | City Fiber | Additional excavation and backfill required to assist with elevation adjustments to existing City fiber ground boxes which were necessary to coordinate with new parking surface grading |
| \$12,750.40 | Parking Striping | Addition of enhanced thermoplastic parking lot striping material in lieu of standard painted striping |
| \$5,932.88 | Parking Changes | Adjustments to the parking design between Housing and the Municipal Court Building in order to coordinate with existing utility locations and the addition of the new emergency generator |
| \$41,355.52 | Landscaping | Additional landscape work requested by the Parks Department to replace all city hall campus trees impacted by the unprecedented February 2021 freeze conditions – this work is funded by the Parks Department for this reason |
| \$13,153.62 | TMC Ceiling | Addition of a new lay-in ceiling system in the Transportation Management Center per the request of the Transportation Department |
| \$1,755.76 | Natural Gas Line | Repair of natural gas line damaged by City of Grand Prairie utility work that was self-performed – this work is funded by Public Works |
| \$7,037.99 | Site Signage | Additional city hall campus site wayfinding signage to cover extents from Main Street to College Street along with 4 th Street to 2 nd Street |
| \$9,855.43 | Demolition | Removal of existing site lighting and their foundations south of City Hall West in order to coordinate with Main Street turnback and downtown revitalization planning |

Change Order/Amendment No. 2 in the amount of \$111,953.02 was approved by City Council on October 12, 2021 and was comprised of the following:

\$59,090.36 for landscape coordination and site electrical work regarding the emergency generator to serve Housing and the Municipal Court buildings.

\$52,862.66 for installation of a new below-grade waterproofing system at the Municipal Court building

Change Order/Amendment No. 1 in the amount of \$3,873,421 was approved by City Council on May 4, 2021 and represented the Phase 3 City Hall Municipal Campus GMP for the scope of work

defined in the Rouch Architects Construction Documents package as competitively bid by Subcontractors to Hill & Wilkinson. Costs above and beyond the Hill & Wilkinson portion of the project addressed in Change Order/Amendment No. 1 included previously approved Construction Manager pre-construction fees (\$0) and a 5% owner-controlled contingency (\$193,671); security allowance (\$25,000); low voltage allowance (\$25,000); plus, a franchise utility work allowance (\$50,000), all of which totaled the overall project budget at the time of \$4,167,092.

Items applicable to performance by the Construction Manager at Risk (CMAR) will be incorporated into the current Hill & Wilkinson General Contractors contract for a revised total contract in the amount of **\$4,299,148.72.**

This item was presented and approved by the Finance & Government Committee on February 1, 2022.

FINANCIAL CONSIDERATION:

Funding in the total amount of \$116,915.86 for Phase Three of the Civil Campus Master Plan project is available as follows:

1. \$37,694.20 is available in Municipal Facilities Capital Projects Fund (405090) W.O. 02101803 (Municipal Complex Phase III) Hill & Wilkinson contract 434228 Contingency Line 2
2. \$79,221.66 is available in Municipal Facilities Capital Projects Fund (405090) W.O. 02101803 (Municipal Complex Phase III) unexpended appropriation funds.

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 405090 / 02101803
 Project Title: Municipal Complex Ph III
 Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|-------------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| 60530 Small FFE | \$75,924 | \$9,493 | \$0 | \$9,493 | \$75,924 |
| 61405 Survey and Studies | \$2,750 | \$0 | \$0 | \$0 | \$2,750 |
| 63010 Bldgs and Grounds Maint | \$15,000 | \$6,065 | \$0 | \$6,065 | \$15,000 |
| 68270 Communication/Video Eq | \$4,891 | \$0 | \$0 | \$0 | \$4,891 |
| 68290 Office FFE | \$11,942 | \$7,622 | \$0 | \$7,622 | \$11,942 |
| 68380 Security Equipment | \$8,777 | \$0 | \$0 | \$0 | \$8,777 |
| 68540 Construction | \$4,146,325 | \$88,843 | \$0 | \$88,843 | \$4,146,325 |
| 68560 Eng/Con/Geo | \$307,305 | \$0 | \$0 | \$0 | \$307,305 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| TOTAL | \$4,572,914 | \$112,023 | \$0 | \$112,023 | \$4,572,914 |



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/15/2022

REQUESTER: Chris Agnew

PRESENTER: Gabe Johnson, Director of Engineering and Public Works and Romin Khavari, City Engineer

TITLE: Professional Services Contract with Halff Associates, Inc. for design and construction plan preparation for Wallingford PID Retaining Wall Improvements in the amount of \$70,600 plus a 5% contingency of \$3,530 for a total amount of \$74,130

RECOMMENDED ACTION: Approve

ANALYSIS:

In the development of the Wallingford Village Phase 2 addition in 1986 the builder installed railroad tie retaining walls along the backyards of the lots on Woodacre Drive adjoining Brian Branch creek. These retaining walls are constructed on private property with no easements to the City. Eight of these lots are experiencing severe retaining wall and fence failures. The PID has requested assistance from the City to replace these failed retaining walls and reset the fences along Brian Branch. This project provides for the replacement of these failed walls in the back yards of the lots at 501, 505, 509, 513 and 517 Woodacre Drive and 429, 433 and 437 Wilmington Drive with durable, permanent building materials.

Access for the construction will be through the front, side, and back yards of the eight lots. Construction of this project is contingent on the cooperation and agreement of the affected property owners and the PID.

Chapter 252, Section 22 of the Local Government Code allows for the exemption to competitive bidding when the expenditure is for Professional Services such as engineering design services. Halff Associates was selected as the most qualified professional due to their previous engineering work on similar projects within the City.

The project design is schedule to be completed by August 2022 with bidding and construction services to be funded in FY 2022-2023.

FINANCIAL CONSIDERATION:

This project was identified and approved during the FY21-22 Budget Process.

Funding in the total amount of \$74,130 is available in Storm Drainage Capital Projects Fund (401592) W.O. 02205601 (Wallingford PID Retaining Wall)

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 401592 / 02205601
 Project Title: Wallingford PID Retaining Wall
 Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| 61041 Prof Services | \$75,000 | \$75,000 | \$0 | \$75,000 | \$75,000 |
| | \$0 | \$0 | \$0 | \$0 | \$0 |
| | \$0 | \$0 | \$0 | \$0 | \$0 |
| | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| TOTAL | \$75,000 | \$75,000 | \$0 | \$75,000 | \$75,000 |



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/15/2022

REQUESTER: Glenda C Peterson, Sr. Financial Analyst

PRESENTER: Dane Stovall, Assistant Director, Public Works

TITLE: Price agreement renewal #1 for handicap ramp repairs, residential and school sidewalk repairs with New Star Grading, in an amount not to exceed \$2,076,960, with a secondary, Axis Contracting, not to exceed an annual amount of \$2,049,400, and a tertiary with Parking Lot Pros, not to exceed an annual amount of \$2,125,680, if all extensions are exercised. Also authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)

RECOMMENDED ACTION: Approve

ANALYSIS:

On January 5, 2021 Council awarded an annual price agreement for Sidewalk Repairs to New Star Grading and Paving Co. for an annual amount of \$1,893,300, with a secondary for HUB member, Axis Contracting for an annual amount of \$1,915,250, and a tertiary with Parking Lot Pros for an annual amount of \$1,848,375.

The above referenced agreement provides that Vendor may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry.

The estimated annual amount to be paid to New Star Paving and Grading shall be increased by the sum of \$188,766, with the secondary HUB member, Axis Contracting an increase by the sum of \$134,150, and to the tertiary with Parking Lot Pros and increase not to exceed \$277,305.

State statutes require City Council approval of a change order when the cumulative cost of the change order exceeds \$50,000. With approval of this change order, the City Manager will be able to approve the change order to a cumulative value of \$50,000 without additional Council approval. The City, as an owner, reserves the right to increase the amount of the work to be performed in a given contract by an amount not to exceed twenty-five (25%) percent of the original bid.

FINANCIAL CONSIDERATION:

Funds will be available in FY 2021/22 Street Maintenance Capital Improvement Project Funds (400192), FY22 Sidewalk Repairs funds will be available upon the sale of bonds. Funds are available from various departments throughout the City on an as-needed basis and will be charged accordingly through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02-15-2022

REQUESTER: Steve Plumer, Sr. Parks Project Manager

PRESENTER: Duane Strawn, Director of Parks, Arts and Recreation

TITLE: Professional services contract with Dunaway Associates, L.L.C. in the amount of \$172,400 and approve a 5% contingency of \$8,620, total cost of \$181,020 for Phase I Construction Documentation and Construction Administration services for Turner Park. This item was presented to the Finance and Government Committee on February 1, 2022, and received a recommendation for approval by City Council

RECOMMENDED ACTION: Approve

ANALYSIS:

On October 15, 2021, the City Manager approved a professional services contract with Dunaway Associates, L.L.C. for an evaluation and revision of the Turner Park Master Plan. Dunaway Associates has successfully completed several projects for the City of Grand Prairie including the Splash Factory Improvements in 2019. During the evaluation and revision of the Turner Park Master Plan project, the firm evaluated potential phasing options and cost opinions for Phase I of the redevelopment process and will now provide professional design services including Phase I plan development, survey, geotechnical engineering, site engineering, bidding and negotiations, construction administration and project close-out. The consultant has submitted a fee of \$172,400 for the project.

FINANCIAL CONSIDERATION:

Funding for the consultant contract in the amount of \$172,400 and a 5% contingency of \$8,620 for a total cost of \$181,020 is available in Grant Fund – ARPA (300594), WO #68122013 (Turner Park).

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 300594 - 68122013
 Project Title: Turner Park
 Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Construction (68540) | \$1,279,630 | \$1,279,630 | | \$1,279,630 | \$1,279,630 |
| Eng/Design (68450) | \$220,370 | \$181,020 | | \$181,020 | \$220,370 |
| TOTAL | \$1,500,000 | \$1,460,650 | \$0 | \$1,460,650 | \$1,500,000 |



CITY OF GRAND PRAIRIE ORDINANCE

MEETING DATE: 02/15/2022

REQUESTER: George Fanous

PRESENTER: Gabe Johnson, Director of Engineering and Public Works and Romin Khavari, City Engineer

TITLE: Ordinance amending the FY 2021/2022 Capital Improvements Projects Budget; Professional Engineering Contract with Freese & Nichols, Inc. in the amount of \$720,000, plus a 5% contingency of \$36,000 for a total of \$756,000 for a Water Master Plan update and Water/Wastewater Impact Fee update

RECOMMENDED ACTION: Approve

ANALYSIS:

State law requires updating our Impact Fee Study every 5 years. It is now time for that update. Before the Impact Fees can be determined, the water Master Plan must be updated to identify all planned capital improvements for the next 10 years.

Phase 1- Water Master Plan Update: The City's water master plan will proactively plan for the future of the distribution system in Grand Prairie. The Master plan process will update the future demand projections, update the hydraulic water model, evaluate water supply scenarios, and provide an updated capacity capital improvement plan. An update to the City's risk-based assessment of the water system linear assets will be performed to develop an updated renewal capital improvements plan. An assessment of the City's existing Asset management business processes, project planning practices and asset data management will be performed along with developing an Asset management policy for the City. This contract also provides for updating existing demands and developing design criteria for water demand projections.

Phase 2- Impact fee analysis, is an update to the City's Water and Wastewater Impact Fee program this study will consist of calculating the allowable impact fee rates, coordinating with citizens advisory committee (appointed by the City) and adoption of the Impact Fee ordinance. this task will include performing existing condition analysis, determining the growth for 10-year planning period, developing an impact fee capital improvement program, defining service unit equivalency table, performing a credit analysis, and calculating the maximum fee per service-unit for the water and wastewater systems. The Study will be coordinated with Citizens Advisory committee and culminated with adoption through a public hearing process.

Phase 3- Regulatory assistance: this phase consists of assisting the City complying with Regulatory requirements due to Lead and Copper rule revisions, and Emergency preparedness plan development

(Texas Senate Bill 3)

Schedule: project is scheduled to start in March 2022 with completion in May 2023.

This item was presented and approved by the Finance and Government Committee on February 1, 2022.

FINANCIAL CONSIDERATION:

Professional Engineering Contract with Freese & Nichols, Inc. in the amount of 720,000, plus a 5% contingency of \$36,000 for a total of \$756,000 for a Water Master Plan update and Water/Wastewater Impact Fee update is available as follows:

1. \$293,426 is available in Water Capital Projects (500592) W.O. 02209401 (FY22 Consultant Support on Water Master Plan (All Districts))
2. \$462,574 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Water Capital Projects (500592) W.O. 02209401 (FY22 Consultant Support on Water Master Plan (All Districts))

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING YJE FY 2021-2022 CAPITAL IMPROVEMENT PROJECTS BUDET BY TRANSFERRING AND APPROPRIATING \$462,574 FROM THE UNOBLIGATED FUND BALANCE IN THE WATER CAPITAL PROJECTS FUND (500592) W.O. 02209401 (FY22 CONSULTANT SUPPORT ON WATER MASTER PLAN (ALL DISTRICTS))

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. THAT the FY 2021/2022 Capital Projects Budget be amended by transferring and appropriating \$462,574 from the unobligated fund balance in the Water Capital Projects Fund (500592) to W.O. 02209401 (FY22 Consultant Support on Water Master Plan (All Districts)).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15TH DAY OF FEBRUARY 2022.

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 401592 / 02004903
 Project Title: Johnson Creek Channel Repairs
 Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| 61041 Prof Services | \$300,000 | \$152,890 | \$0 | \$152,890 | \$300,000 |
| 68540 Construcion | \$820,000 | \$8,628 | \$0 | \$8,628 | \$820,000 |
| 68560 Eng/Con/Geto | \$35,000 | \$25,246 | \$0 | \$25,246 | \$35,000 |
| 68999 Labor | \$45,000 | \$5,356 | \$0 | \$5,356 | \$45,000 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| TOTAL | \$1,200,000 | \$192,120 | \$0 | \$192,120 | \$1,200,000 |



CITY OF GRAND PRAIRIE ORDINANCE

MEETING DATE: 02/15/2022

REQUESTER: George Fanous

PRESENTER: Gabe Johnson, Director of Engineering and Public Works and Romin Khavari, City Engineer

TITLE: Ordinance amending the FY 2021/2022 Capital Improvement Projects Budget; and a Professional Engineering Contract with Gresham Smith for Wastewater Master Plan Update in the amount of \$1,421,004 plus 5% of contingency of \$71,050 for a total of \$1,492,054

RECOMMENDED ACTION: Approve

ANALYSIS:

The City is required to update the wastewater master plan every five years to be compliant with the impact fee statutes as well as identify any capacity and structural deficiencies, thereby allowing us to repair, upsize and otherwise maintain the system properly to prevent overloading of the wastewater lines that leads to environmental pollution and violation of State and Federal law. Additionally, we analyze flows to the Trinity River Authority (TRA) to ensure that flow measurement by TRA is accurate and we are not overbilled.

This contract Provides for: **Wastewater Master Plan update** from City's current 2016 plan including updating City's hydraulic model to include new assets, new service area inclusive of the south sector, and updated assets. It also provides for **Risk Assessment for condition prioritization, Sanitary sewer evaluation of Basin 3.0W** as required by the city's sanitary sewer overflow initiative (SSOI) this task includes evaluation of 280,000 Linear feet of pipelines prone to elevated inflow, **Asset Management Plan update** for the wastewater collection system to consider remaining useful life of exiting assets; **Capacity Management Operation and maintenance plan** this effort delivers an assessment of the Wastewater utility, paralleling EPA guidelines for continuous improvements through the annual assessment; **Impact fee development of the wastewater** this effort organizes the costs for the planned improvements from the wastewater master plan into a basis for validating the City's adoption of Impact fee revenues to apply to the development community; and **Sanitary Sewer Overflow initiative (SSOI) support**, this effort structures proposed revisions to the to the City's TCEQ SSOI to meet the City's recommended improvement identified in the updated wastewater master plan. Also included in this contract is Wastewater design criteria update.

Proposed Contract requires completion in March 2023.

This item was presented and approved by the Finance & Government Committee on February 1, 2022.

FINANCIAL CONSIDERATION:

Funding for the Professional Engineering Contract with Gresham Smith for an Updated Wastewater Master Plan in the amount of \$1,421,004, plus 5% contingency of \$71,050 for a total of **\$1,492,054** is available as follows:

1. **\$300,000** is available in Wastewater Capital Projects Fund (500692) W.O. 02211401 (Consultant Support Wastewater Master Plan and TRA Issues)
2. Due to the SSES Evaluation for TRA Basin being incorporated into this Master Plan, the Department is dropping to unobligated \$1,115,000 from Wastewater Capital Projects Fund (500692) W.O. 02210903 (1-9 SSES Evaluation for TRA Basin 3.0W)
3. **\$1,192,054** is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Wastewater Capital Projects Fund (500692) to W.O. 02211401 (Consultant Support Wastewater Master Plan and TRA Issues)

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$1,192,054 FROM THE UNOBLIGATED FUND BALANCE IN THE WASTEWATER CAPITAL PROJECTS FUND (500692) W.O. 02211401 (CONSULTANT SUPPORT WASTEWATER MASTER PLAN AND TRA ISSUES)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. THAT the FY 2021/2022 Capital Improvement Projects Budget be amended by transferring and appropriating \$1,192,054 from the unobligated fund balance in the Wastewater Capital Projects Fund (500692) to W.O. 02211401 (Consultant Support Wastewater Master Plan and TRA Issues).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15TH DAY OF FEBRUARY 2022.

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 500692 / 02211401

Project Title: FY22 Consultant Support Master Plan/TRA

Current Request: \$1,192,054.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|--------------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| 61041 Professional Eng Service | \$300,000 | \$300,000 | \$1,192,054 | \$1,492,054 | \$1,492,054 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| TOTAL | \$300,000 | \$300,000 | \$1,192,054 | \$1,492,054 | \$1,492,054 |



CITY OF GRAND PRAIRIE ORDINANCE

MEETING DATE: 02/15/2022

REQUESTER: Andy Henning

PRESENTER: Andy Henning, Director of Design and Construction – Municipal Facilities

TITLE: Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Change Order No. 1 to the Design/Building Contract with Outside the Lines (OTL) in the amount of \$250,000 for material escalation costs associated with the interactive water, light and video projection entertainment attraction for EpicCentral

RECOMMENDED ACTION: Approve

ANALYSIS:

In preparation for further EpicCentral development, a Request for Qualifications (RFQ) solicitation (#21095 – Design/Build Services for a World Class Entertainment Attraction) was advertised by the City in accordance with State law. Respondents to the RFQ were required to submit their proposals no later than May 5, 2021. Six (6) entertainment attraction companies provided a submission in response to the RFQ. All proposals were reviewed in detail by the selection committee and four (4) groups were shortlisted for interviews. After the selection committee conducted interviews, it was determined based on the cumulative scoring criteria that Outside the Lines (OTL) stood out above all others as the most creative and qualified company to move forward with.

On June 15, 2021, the City Council awarded a Design/Build Contract in the amount of \$3,500,000 to Outside the Lines, Inc. for design and construction of an interactive water, light and video projection entertainment attraction for EpicCentral.

Current Change Order/Amendment No. 1 in the amount of \$250,000 represents increased pricing associated with material availability and cost escalation as it relates to mechanical equipment, pumps, PVC piping, conduit and wiring, air cannon spray features and robotic spray nozzles.

This item was presented and approved by the Finance & Government Committee on February 1, 2022.

FINANCIAL CONSIDERATION:

Funding in the amount of \$250,000 is available as follows:

1. \$100,000 is available in EPIC Central Capital Projects Fund (360093) W.O. 6272522 (EPIC Central Light Show) remaining funds.

2. \$150,000 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the EPIC Central Capital Projects Fund (360093) to W.O. 6272522 (EPIC Central Light Show)

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$150,000 FROM THE UNOBLIGATED FUND BALANCE IN THE EPIC CENTRAL CAPITAL PROJECTS FUND (360093) W.O. 6272522 (EPIC CENTRAL LIGHT SHOW)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. THAT the FY2021/2022 Capital Improvement Projects Budget be amended by transferring and appropriating \$150,000 from the unobligated fund balance in the EPIC Central Capital Projects Fund (360093) to W.O. 6272522 (EPIC Central Light Show).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15TH DAY OF FEBRUARY 2022.



CITY OF GRAND PRAIRIE ORDINANCE

MEETING DATE: 02/15/2022

REQUESTER: Dwayne Tyner, Sr. Right of Way Agent

PRESENTER: Gabe Johnson, Director of Engineering and Public Works

TITLE: Ordinance authorizing the execution of a Quitclaim Deed to the abutting property owner, ASD-CEI January Lane MM, LLC, of previously abandoned Old Duncan Perry right of way

RECOMMENDED ACTION: Approve

ANALYSIS:

At the request of the current abutting property owner, ASD-CEI January Lane MM, LLC, a Delaware limited liability company, has requested the City execute a quitclaim deed to a portion of Old Duncan Perry Road (see aerial location map as **Exhibit "A"**). This is a title curative matter to convey title to the abutting property owner.

Right of Way to Duncan Perry Road was previously abandoned road by lack of use by the public. In 2011, right of way to Duncan Perry Road was officially abandoned by Tarrant County (see Tarrant County abandonment order as **Exhibit "B"**) as orphaned or discontinued use by the public. In this Order, the existence of Old Duncan Perry Road and public's interest and use was relinquished.

In 2011, the City of Grand Prairie annexed that abandoned orphaned right of way for Old Duncan Perry Road. As part of the annexation and in accordance with Section 251.058 (b) of Chapter 251, Title 6, Transportation Code, State of Texas, the road was abandoned from the centerline to the abutting property owners. No formal conveyance of the abandoned right of way to abutting property owners was ever done.

Conveyance to Old Duncan Perry right of way to ASD-CEI January Lane MM, LLC, will allow for the right of way to be include in a plat of the property and future development of the property (see Exhibit **"C"** for the property description).

Staff recommends execution of a quitclaim deed to the current abutting property owner, ASD-CEI January Lane MM, LLC, a Delaware limited liability company, to cure the title problem.

FINANCIAL CONSIDERATION:

Revenue: None

BODY

A QUITCLAIM ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED TO ASD-CEI JANUARY LANE MM, LLC, A DELWARE LIMITED LIABILITY COMPANY, FOR THE QUITCLAIM OF THE PREVIOUSLY ABANDONED OLD DUNCAN PERRY RIGHT OF WAY BY TARRANT COUNTY IN 2011 AND LATER ANNEXED INTO THE CITY OF GRAND PRAIRIE, LOCATED IN THE P.H. FORD SURVEY, ABSTRACT NUMBER 542, TARRANT COUNTY, TEXAS; PROVIDING FOR THE QUITCLAIM FROM THE CENERLINE WHERE THE GRANTEE IS THE ABUTTING PROPERTY OWNER THEREOF TO ASD-CEI JANUARY LANE MM, LLC, A DELWARE LIMITED LIABILITY COMPANY; PROVIDING FOR THE TERMS AND CONDITIONS OF THE QUITCLAIM MADE HEREIN; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF GRAND PRAIRIE AGAINST DAMAGES ARISING OUT OF THE QUITCLAIM HEREIN; AND PROVIDING AN EFFECTIVE DATE FOR THE ORDINANCE

WHEREAS, the City Council of the City of Grand Prairie, acting pursuant to law and upon the request of ASD-CEI JANUARY LANE MM, LLC, A DELWARE LIMITED LIABILITY COMPANY, hereinafter referred to as GRANTEE, deems it advisable to quitclaim from the centerline of Old Duncan Perry Road right of way to the current abutting property owner a previously abandoned right of way in Old Duncan Perry Road in the City of Grand Prairie, Tarrant County, Texas, more particularly described in "Exhibit C", attached hereto and incorporated herein; and

WHEREAS, the City Council of the City of Grand Prairie is of the opinion that said Old Duncan Perry right of way is not needed for public use and should be quitclaimed down the centerline to the abutting property owner, ASD-CEI JANUARY LANE MM, LLC, A DELWARE LIMITED LIABILITY COMPANY; and

WHEREAS, the City Council of the City of Grand Prairie is of the opinion that the best interest and welfare of the public will be served by quitclaiming the same, subject to the conditions and for the consideration hereinafter more fully set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. City of Grand Prairie does by these presents QUITCLAIM, subject to the conditions hereinafter made, all its rights, title and interest in and to that certain tract or parcel of land described in "Exhibit C", attached hereto and made a part hereof unto GRANTEE. TO HAVE AND TO HOLD all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said GRANTEE.

SECTION 2. That the terms and conditions contained in this ordinance and for the quitclaim previously submitted to the City shall be binding upon GRANTEE, its successors, and assigns.

SECTION 3. That the quitclaim provided for herein is made subject to all present zoning and deed restrictions, if the latter exist, and is subject to all existing easement right of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 4. That the quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Grand Prairie may legally and lawfully abandon and vacate.

SECTION 5. That as a condition of this quitclaim to GRANTEE herein, GRANTEE, his heirs, executors and assigns, agree to indemnify, defend, release and hold the City of Grand Prairie whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from the quitclaim by the City of Grand Prairie of the area set out in “Exhibit C”. GRANTEE his heirs, executors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City on account of same and discharge any judgment or judgments that may be rendered against the City of Grand Prairie in connection therewith.

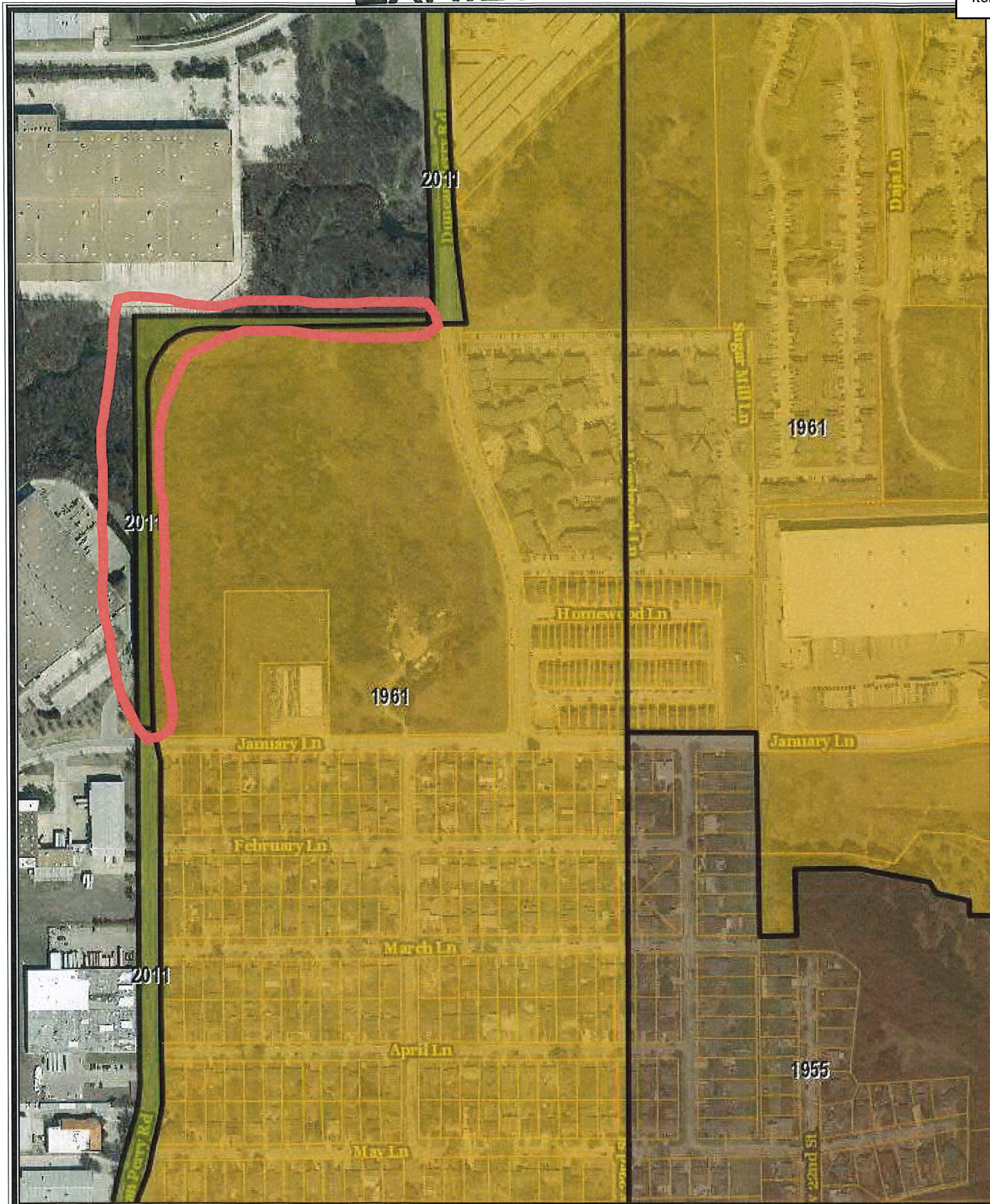
SECTION 6. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Official Public Records of Tarrant County, Texas, and shall deliver to GRANTEE a certified copy of this ordinance, and the City Manager is authorized to sign a quitclaim deed on behalf of the City, subject to the conditions herein specified.

SECTION 7. That this ordinance shall take effect immediately from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15TH DAY OF FEBRUARY 2022.

EXHIBIT 'A'

Item 17.



This data has been compiled by the City of Grand Prairie IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



**Grand
Prairie**
TEXAS

EXHIBIT 'B'

TO ANNEXATION ORDINANCE

Page 1 of 3

109777



ORDER

WHEREAS, over 30 years ago the Tarrant County Commissioners Court established a road known as Old Duncan Perry Road from January Road to the existing intersection of Duncan Perry Road; and

WHEREAS, the use of this surplus portion of Old Duncan Perry Road was discontinued and informally abandoned by the public; and

WHEREAS, the Tarrant County Commissioners Court has determined that it is in the public's best interest to vacate, abandon, and close this portion of Old Duncan Perry Road from January Road to the existing intersection of Duncan Perry Road, said portion being more particularly described in Exhibit "A," and

WHEREAS, this action will not affect property owners from ingress to or egress from their properties that adjoin Old Duncan Perry Road.

NOW, THEREFORE, in order to promote the public's safety and welfare in the use of Old Duncan Perry Road, by unanimous vote the Tarrant County Commissioners Court hereby ORDERS that as of this date, that portion of Old Duncan Perry Road described in Exhibit "A" attached hereto and made a part hereof is hereby:

VACATED, such that the existence of this portion of Old Duncan Perry Road is terminated;

EXHIBIT "A"
TO ANNEXATION ORDINANCE
Page 2 of 3

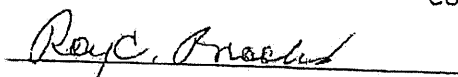
ABANDONED, such that the public's right of way in and use of this portion of Old Duncan Perry Road is relinquished; and


CLOSED, such that the public no longer has a right to access this portion of Old Duncan Perry Road.

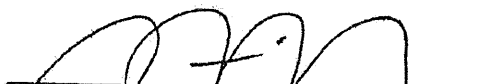
The described portion of Old Duncan Perry Road is hereby no longer a part of the Tarrant County road system.

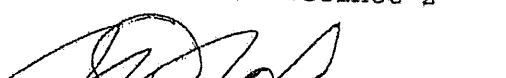
IN WITNESS WHEREOF, we have hereunto set our hands and caused the Great Seal of Tarrant County to be affixed this 25th day of JANUARY, 2011.


 County Judge

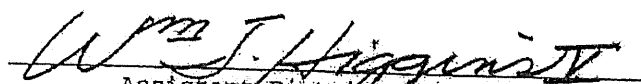

 Commissioner, Precinct 1


 Commissioner, Precinct 2


 Commissioner, Precinct 3

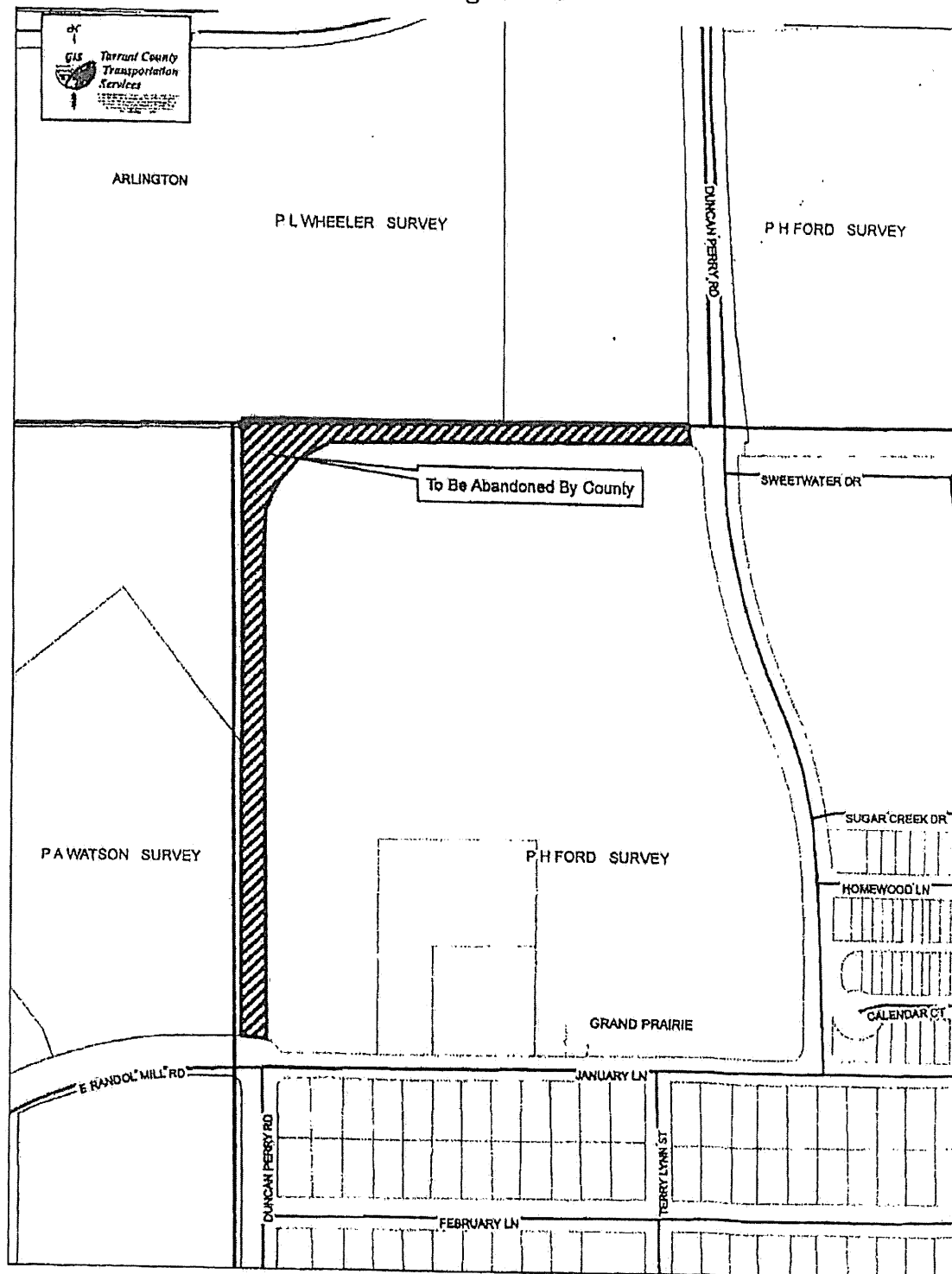

 Commissioner, Precinct 4

Approval Form for District Attorney


 Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own attorney.

EXHIBIT "A"
TO ANNEXATION ORDINANCE
Page 3 of 3



LEGAL DESCRIPTION**1.3160 ACRE TRACT**

BEING a 1.3160 acre (57,323 square foot) tract of land situated in the P H Ford Survey, Abstract No. 542, City of Grand Prairie, Tarrant County, Texas; said tract being all of the remainder of Old Duncan Perry Road described in Commissioners Court of Tarrant County Order No. 109717 and City of Grand Prairie City Ordinance No. 9230-2011; said tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with "KHA" cap set for the southwest corner of that tract of land described in Special Warranty Deed to ASD-CEI January Lane MM LLC recorded in Instrument No. D221317593 of the Official Public Records of Tarrant County, Texas; said point being in the north right-of-way line of January Lane (a variable width right-of-way);

THENCE South 89°36'38" West, along the said north line of January Lane, a distance of 28.74 feet to a point for corner at the intersection of the said north line of January Lane and the apparent centerline of Old Duncan Perry Road;

THENCE North 00°26'30" West, along the apparent centerline of Old Duncan Perry Rad, at a distance of 29.50 feet passing a 1/2-inch iron rod found for the southeast corner of Lot 24R-2, GSID 6th Installment Community No. 2, an addition to the City of Arlington according to the plat recorded in Cabinet A, Slide 10568 of the Plat Records of Tarrant County, Texas, continuing along the east line of said Lot 24R-2, at a distance of 590.90 feet passing a 5/8-inch iron rod with "DUNAWAY ASSOC LP" cap found for the southeast corner of that tract of land described in Warranty Deed with Vendor's Lien to Ronald W. Welborn Trustee recorded in Instrument No. D205176327 of said Official Public Records, continuing along the east line of said Ronald W. Welborn Trustee tract, a total distance of 1,264.46 feet to a point for corner in the south line of Lot 52, GSID 6th Installment, Community No. 2, an addition to the City of Arlington according to the plat recorded in Cabinet A, Slide 5677 of said Plat Records;

THENCE North 89°58'50" East, continuing along the apparent centerline of Old Duncan Perry Road and along the south line of said Lot 52, at a distance of 562.84 feet passing the southwest corner of that tract of land described in Special Warranty Deed to Vaquero Avenue E Partners, LP recorded in Instrument No. D220334086 of said Official Public Records, continuing along the south line of said Vaquero Avenue E Partners, LP tract, at a distance of 341.55 feet passing the southeast corner of said Vaquero Avenue E Partners, LP tract, and continuing for a total distance of 934.66 feet to a point for corner in the west right-of-way line of Duncan Perry Road (a 60-foot wide right-of-way);

THENCE South 00°27'12" East, along the said west line of Duncan Perry Road, a distance of 24.17 feet to a mag-nail with "KHA" washer set for corner; said point being the northeast corner of said ASD-CEI January Lane MM LLC tract;

THENCE South 89°51'27" West, departing the said west line of Duncan Perry Road and along the said north line of the ASD-CEI January Lane MM LLC tract, a distance of 908.81 feet to a 5/8-inch iron rod set for the northwest corner of said ASD-CEI January Lane MM LLC tract;

THENCE South 00°34'33" East, along the west line of said ASD-CEI January Lane MM LLC tract, a distance of 1,238.17 feet to the **POINT OF BEGINNING** and containing 57,323 square feet or 1.3160 acres of land, more or less.

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the subject tract.

[Signature] 2/1/22
MICHAEL C. BILLINGSLEY
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6558
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 michael.billingsley@kimley-horn.com



BOUNDARY SURVEY
P H FORD SURVEY,
ABSTRACT NO. 542
CITY OF GRAND PRAIRIE
TARRANT COUNTY, TEXAS

Kimley»Horn

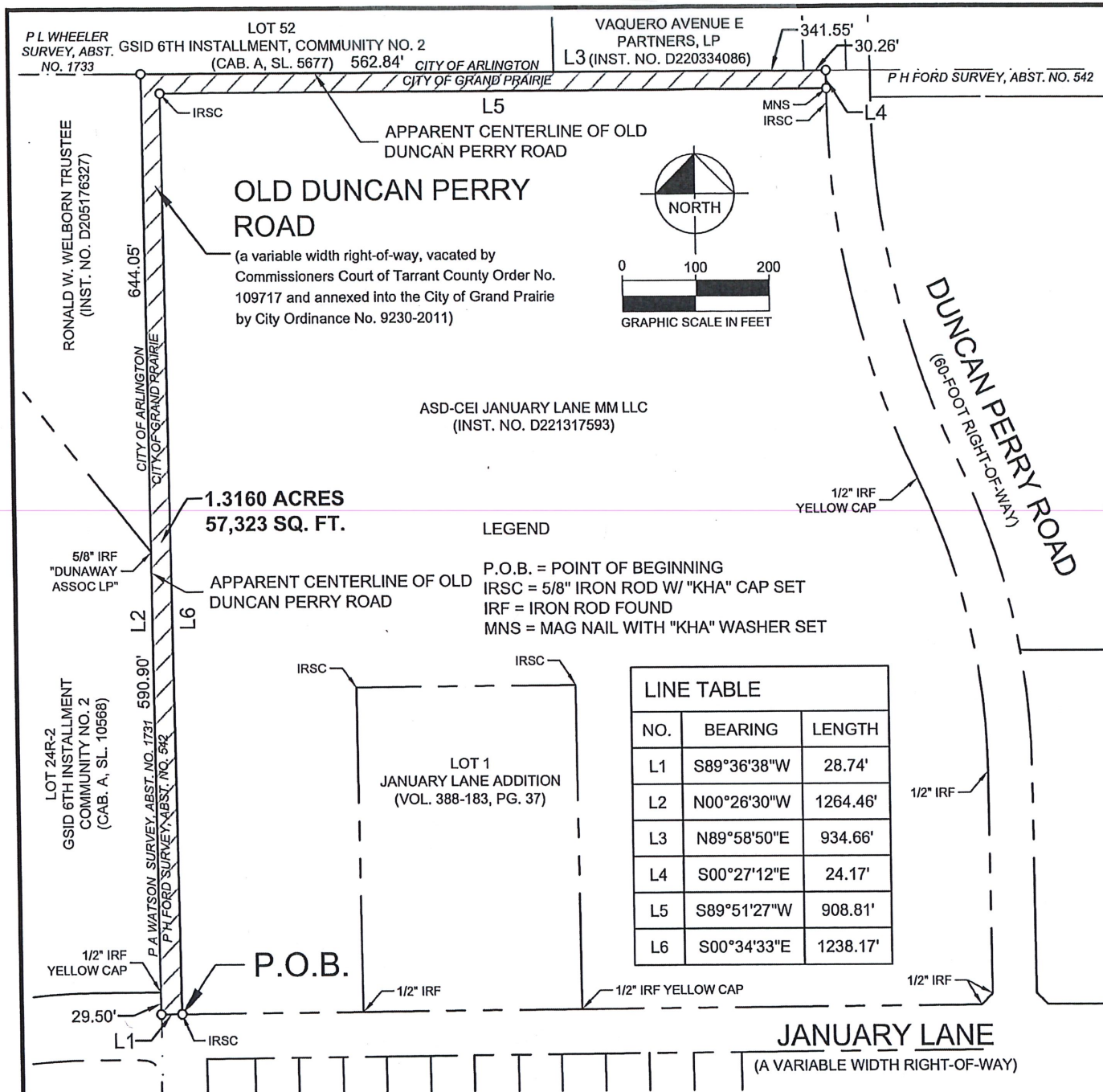
801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|-------|----------|------------|----------|-------------|-----------|
| N/A | MCB | KHA | 2/1/2022 | 061316600 | 1 OF 2 |

EXHIBIT "C"

Item 17.



Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A metes & bounds description of even survey date herewith accompanies this survey plat. The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the subject tract.

2/1/22
MICHAEL C. BILLINGSLEY
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6558
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
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BOUNDARY SURVEY
P H FORD SURVEY,
ABSTRACT NO. 542
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801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|-----------|----------|------------|----------|-------------|-----------|
| 1" = 200' | MCB | KHA | 2/1/2022 | 061316600 | 2 OF 2 |



CITY OF GRAND PRAIRIE RESOLUTION

MEETING DATE: 02/15/2022

REQUESTER: Terrence Harbin

PRESENTER: Marty Wieder, Director of Economic Development

TITLE: Resolution authorizing 380 Agreement with Brookfield Properties and expenditure of up to \$1,884,733 in property tax rebates for infrastructure improvements to develop 2003 MacArthur Boulevard (on January 18, 2022, Tax Increment Reinvestment Zone #1 voted unanimously to approve the request)

RECOMMENDED ACTION: Approve

ANALYSIS:

Brookfield Properties desires to develop 603,000 square feet of ecommerce space with 40 ft clear height on approximately 35 acres at 2003 MacArthur Boulevard in Grand Prairie, just west of MacArthur and north of IH-30—and asked the Tax Increment Reinvestment Zone #1 Board of Directors to consider granting up to \$1,884,733 in property tax rebates for infrastructure improvements.

Brookfield reports that present property value is \$479,670 as assessed in 2021. They project that property value upon completion will be \$29,542,247, based on a projected construction budget of \$49/square foot. Brookfield officials indicate that building design will meet all requirements within Grand Prairie's Appendix X without any variances, and they also indicate it will be a Leadership in Energy & Environmental Design (LEED)-rated structure as defined by the U.S. Green Building Council.

Moreover, Brookfield Properties has worked with the City of Grand Prairie's Public Works Department and designed a water connection line all the way back to Lone Star Park (which is equivalent to a 1.5-mile line). This is considerably farther than if they were to connect to a water line across MacArthur into the City of Irving.

Brookfield Properties representatives originally pointed out that the dirt work required to reclaim this site out of the floodplain is quite extensive and asked for cost reimbursement. For instance, engineering plans require that they provide ~28 acres of "valley storage" or floodplain water retention area. Brookfield will essentially be digging down over 20 feet deep across this ~28 acres of "valley storage". They will then be taking the dirt (~700,000 CY of dirt) from the 28 acres of valley storage and then moving it over to the 35 acres development site, where they will then need to build the entire 35-acre development pad up ~10 to 11" feet higher to bring the ~35-acre pad site up out of the floodplain. (This project site is near to both the West Fork of the Trinity River to the South & Bear

Creek to the North and has a relatively low current elevation, making the dirt work here “pretty extraordinary & unfortunately very costly”.)

Yet in consideration of our current industrial market conditions in Grand Prairie, City staff was hesitant to recommend that the TIF Board and the City Council utilize any type of incentive funds to bring an industrial site out of the floodplain. Business Manager for Industrial Terry Jones is currently working on projects that include floodplain remediation encompassing 13 industrial buildings. None of these developers have approached the City and asked for incentives to bring their sites out of floodplain.

Therefore, after months of negotiation, Brookfield Properties is ready to commit to an agreement that is:

- Based on occupancy by an ecommerce/sales tax generating type tenant or an existing Grand Prairie company/tenant agreed to by the City. Brookfield revised their original incentive application and only included the hard costs for water/sewer and the improvements around MacArthur Blvd. Thus, all TIRZ rebates are dependent upon securing a point-of-sale type ecommerce tenant or pre-agreed, existing employer; and
- Likewise dependent upon Brookfield meeting the City’s Appendix X industrial building design standards without variance and delivering a facility with a LEED rating that is connected to City of Grand Prairie water and wastewater utility infrastructure.

After a thorough review of Brookfield Properties’ application for incentives and comparing the deal structure to our other industrial TIF project, this project will generate about \$181,000 per year in real property taxes to the City.

Staff therefore recommended that the TIF Board and City Council incentivize this expense through a 100% TIF reimbursement (or property tax refunding) up to \$1,884,733 if Brookfield delivers what they have proposed and will ensure that their Phase II building (estimated at 300,000 sf) will also connect to City of Grand Prairie utilities. On January 18, 2022, Tax Increment Reinvestment Zone #1 Board members voted unanimously to approve the request—and staff is now seeking Council concurrence.

FINANCIAL CONSIDERATION:

TIRZ #1 rebate of City of Grand Prairie property tax revenues upon completion and occupancy of 2003 MacArthur not to exceed \$1,884,733.

BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING 380 AGREEMENT WITH BROOKFIELD PROPERTIES AND THE EXPENDITURE OF \$1,884,733 IN PROPERTY TAX REBATES FOR INFRASTRUCTURE IMPROVEMENTS TO DEVELOP 2003 MACARTHUR BOULEVARD

WHEREAS, the City of Grand Prairie, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a noncontiguous geographic area that is in the corporate limits of the municipality to be a reinvestment

zone to promote development or redevelopment of the area within the reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, on July 13, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6095 designating a contiguous geographic area within the City as a Reinvestment Zone Number One, City of Grand Prairie, Texas (the "Zone"); and

WHEREAS, on August 17, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6122 amending the Zone; and

WHEREAS, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, has, from time to time, approved ordinances amending the Project Plan to alter the funding for specific project costs for the Zone; and **WHEREAS**, on October 16, 2018, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 10556-2018 amending the Zone to expand the boundaries and extend the term; and

WHEREAS the City desires to promote the development or redevelopment of a certain noncontiguous geographic area in the "Zone", in accordance with the Act; and

WHEREAS, as authorized by Section 311.011(e), and 311.008, of the Act, the TIRZ Board authorized the expenditure of up to \$1,884,733 in property tax rebates for infrastructure improvements to develop 2003 MacArthur Boulevard and the Board has determined that property and subsequent investment is a part of a program or project benefitting the zone and which program or project will be part of the economic development grant category of project costs described in the amended project and financing plan of the Zone which will further business in the City and the Zone.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. APPROVAL OF THE EXPENDITURE OF FUNDS.

The City is hereby authorized to fund the expenditure of up to \$1,884,733 in property tax rebates for infrastructure improvements to develop 2003 MacArthur Boulevard as business within the City and the Zone and will further economic development within the City and the Zone and the City Manager is hereby authorized to execute contracts to effectuate this approval.

SECTION 3. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 4. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the 380 time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 5. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15TH DAY OF FEBRUARY 2022.

EXHIBIT A EpicCentral Site Plan Aerial View

Proposed Public Entertainment Zone

See Zoomed Map View for Detail

Grand Prairie Public Safety Building

The Epic

Epic Waters

The Summit

Item 19.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 02/15/2022

REQUESTER: Megan Mahan, City Attorney

PRESENTER: Megan Mahan, City Attorney

TITLE: Resolution Designating A Portion of EpicCentral As A “Public Entertainment Zone”

RECOMMENDED ACTION: Approve

ANALYSIS:

To maximize the social and economic utility of the ongoing EpicCentral development, there is a need to clarify the regulations related to the consumption of alcoholic beverages in the city-owned open area of land on which the commercial developments sit. In 2021, during the regular session of the 87th Legislature, city staff and council members worked with the city’s elected partners in the Texas Legislature to draft and pass House Bill No. 2127. That bill amended the Texas Alcoholic Beverage Code to create a legal entity known as a “public entertainment zone.” Public entertainment zones have unique regulations related to the consumption of alcoholic beverages. To take advantage of those unique laws, the local governing body must formally designate the area. This resolution will consummate the legal requirements to create a public entertainment zone in the EpicCentral development.

On February 7, 2022 the Public Safety Health and Environment recommended approval of this item.

FINANCIAL CONSIDERATION:

None

A RESOLUTION DESIGNATING LAND OWNED BY THE CITY AS A “PUBLIC ENTERTAINMENT ZONE”; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 28.10 of the Texas Alcoholic Beverage Code generally prohibits a patron who possesses an alcoholic beverage from entering or leaving a licensed premises, and restricts consumption to those premises; and

WHEREAS, the 87th Texas Legislature passed House Bill 2127, which amended certain provisions of the Alcoholic Beverage Code which would allow the City, in a formal meeting of the City Council, to designate land it owns that contains a public safety facility, as a public entertainment zone; and

WHEREAS, designation of land as a public entertainment zone creates an exception to the general prohibitions contained in Section 28.10 of the Alcoholic Beverage Code, and permits patrons who legally purchase an alcoholic beverage from a licensed premises within the zone to enter or leave a licensed premises with an open container for consumption within the zone (excluding the parking lot); and

WHEREAS, the City has a 172-acre park site known as EpicCentral that includes Grand Prairie's Public Safety Building, Epic Waters waterpark, the Summit Recreation Center, PlayGrand Adventures, and The Epic fitness, arts and entertainment center, five lakes, a grand lawn, and a connecting boardwalk; and

WHEREAS, the City has a planned development of retail and restaurant sites within the park, as well as two hotels and an attached convention center, and a water show attraction, all designed to attract local residents and tourists to outdoor musical and cultural events and to create safe spaces for people to enjoy time together; and

WHEREAS, the City desires to designate a public entertainment zone within the EpicCentral site to allow patrons to enter and leave licensed premises within the zone and to be able to move freely between establishments in the zone while in possession of alcohol.

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. That the City of Grand Prairie hereby designates the land identified and depicted in Exhibit A attached hereto as a "public entertainment zone."

SECTION 2. That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF FEBRUARY 2022.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/15/2022

REQUESTER: Monica Espinoza, Executive Assistant

PRESENTER: Savannah Ware, AICP, Chief City Planner

TITLE: STP-21-11-0024 - Site Plan – Retail Center (City Council District 2). Site Plan for a 10,150 Sq. Ft. retail building on 1.123 acres. Lot 2, Block A, 161 Toll Road Retail Corners Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-294, within the SH 161 Corridor Overlay District, with an approximate address of 3510 Highway 161 (On January 24, 2021, the Planning and Zoning Commission recommended approval by a vote of 7-0)

APPLICANT: Gina McLean, Nationwide Construction

RECOMMENDED ACTION: Approve

SUMMARY:

Site Plan for a 10,150 Sq. Ft. retail building on 1.123 acres. Lot 2, Block A, 161 Toll Road Retail Corners Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-294, within the SH 161 Corridor Overlay District, with an approximate address of 3510 Highway 161.

PURPOSE OF REQUEST:

The applicant intends to construct a retail center that will include an optometrist's office. The structure will support approximately four tenant spaces.

The purpose of site plan approval is to ensure that development meets requirements in the Unified Development Code (UDC), provides adequate circulation, and uses quality site planning techniques. The UDC identifies criteria for evaluating proposed developments. Criteria include density and dimensional standards, landscaping and screening requirements, and architectural design for special districts.

ADJACENT LAND USES:

The following table summarizes the zoning designation and existing use for the surrounding properties.

Table 1. Zoning and Land Use

| Direction | Zoning | Existing Use |
|-----------|--------|--------------|
|-----------|--------|--------------|

| | | |
|-------|----------------------------|-------------------|
| North | Planned Development PD-294 | Commercial/Retail |
| South | Planned Development PD-294 | Undeveloped |
| West | Planned Development PD-397 | Undeveloped |
| East | Planned Development PD-294 | Undeveloped |

HISTORY:

- October 7, 2003: City Council approved a zoning change from Planned Development 28, 29, and Single-Family Two (SF-2) to Planned Development 294 for General Retail (GR), multi-family, integrated residential, and retail uses.

PROPOSED USE CHARACTERISTICS AND FUNCTION:

An approved site plan application is required prior obtaining a building permit. The site meets the requirements of the Unified Development Code (UDC).

ZONING REQUIREMENTS:

Density and Dimensional Requirements

The property is subject to density and dimensional requirements in Article 6 of the Unified Development Code (UDC) when not specified by the Planned Development. The following table summarizes these requirements. The proposal meets the density and dimensional requirements.

Table 2. Site Data Summary

| Standard | Required GR | Proposed | Meets |
|--------------------------------|----------------|----------|-------|
| Min. Lot Area (Sq. Ft.) | 20,000 (PD) | 48,925 | Yes |
| Min. Lot Width (Ft.) | 100 (PD) | 254 | Yes |
| Min. Lot Depth (Ft.) | 150(PD) | 192 | Yes |
| Front Setback (Ft.) | 25 (UDC) | 25 | Yes |
| Side Setback Internal (Ft.) | 0 (UDC) | 21 | Yes |
| Side Setback Residential (Ft.) | 10 (UDC) | N/A | N/A |
| Rear Setback (Ft.) | 0 UDC) | 18 | Yes |
| Max. Height (Ft.) | 50 (PD) | 27.5 | Yes |
| Max. Floor Area Ratio (FAR) | .35:1 (UDC) | .21:1 | Yes |

Parking Requirements

The property is subject to parking requirements in Article 10 of the UDC. The following table summarizes these requirements. The proposal meets the parking requirements.

Table 3. Parking Summary

| Standard | Required | Provided | Meets |
|--|----------|----------|-------|
| Retail (1 space / 275 Sq. Ft.) 10,150 Sq. Ft. | 37 | 47 | Yes |

Landscape and Screening

The property is subject to landscape and screening requirements in Article 8 and Appendix F of the UDC. The table below summarizes these requirements.

Table 4. Landscape Summary

| Standard | Required | Proposed | Meets |
|--|-----------------------|-------------|-------|
| Landscape Area (Sq. Ft.) | 10% - 4,893 | 12,475 | Yes |
| % in Front Yard (Sq. Ft.) | 75% -3,670 | 7,247 | Yes |
| Street & Buffer Trees | 1/500 Sq. Ft. - 8 | 12 | Yes |
| Parking Island with Tree (Each space within 100' of Tree) | 1 per 10 spaces 5 | 9 | Yes |
| Total Trees | 13 | 31 | Yes |
| Shrubs 1-5 Gal/50 Sq. Ft. | 74 | 186 | Yes |
| Flowering/Colorful Plantings | 15% of Req. Shrubs-11 | 204 Sq. Ft. | Yes |

Building Design

Each facade is 100% masonry with a combination of brick, stone, and stucco with contrasting colors. The roofline provides horizontal articulation on all sides. Additionally, the vertical articulation is emphasized by the dark contrasting colors. The glazing requirement of 50% by length is not met on the rear facade (East).

Appendix F Menu Items

The applicant has selected 12 of the 12 required elements from the Appendix F Checklist. Selections are as follows: added parking lot trees. color contrast, specialty accent on entrances, corner treatment, continuation of open space-sidewalk connectivity along 161, 30% native plants, and pollinator friendly flowers.

VARIANCES:

The applicant is requesting the following variance:

1. 50% Windows Along the Length of All Facades – East facade has 7%.

ANALYSIS:

The site plan meets UDC requirements except for the previously mentioned variance.

RECOMMENDATION:

- On January 24, 2022, the Planning and Zoning Commission recommended approval by a vote of 7-0.
- The Development Review Committee (DRC) recommends approval of the request.

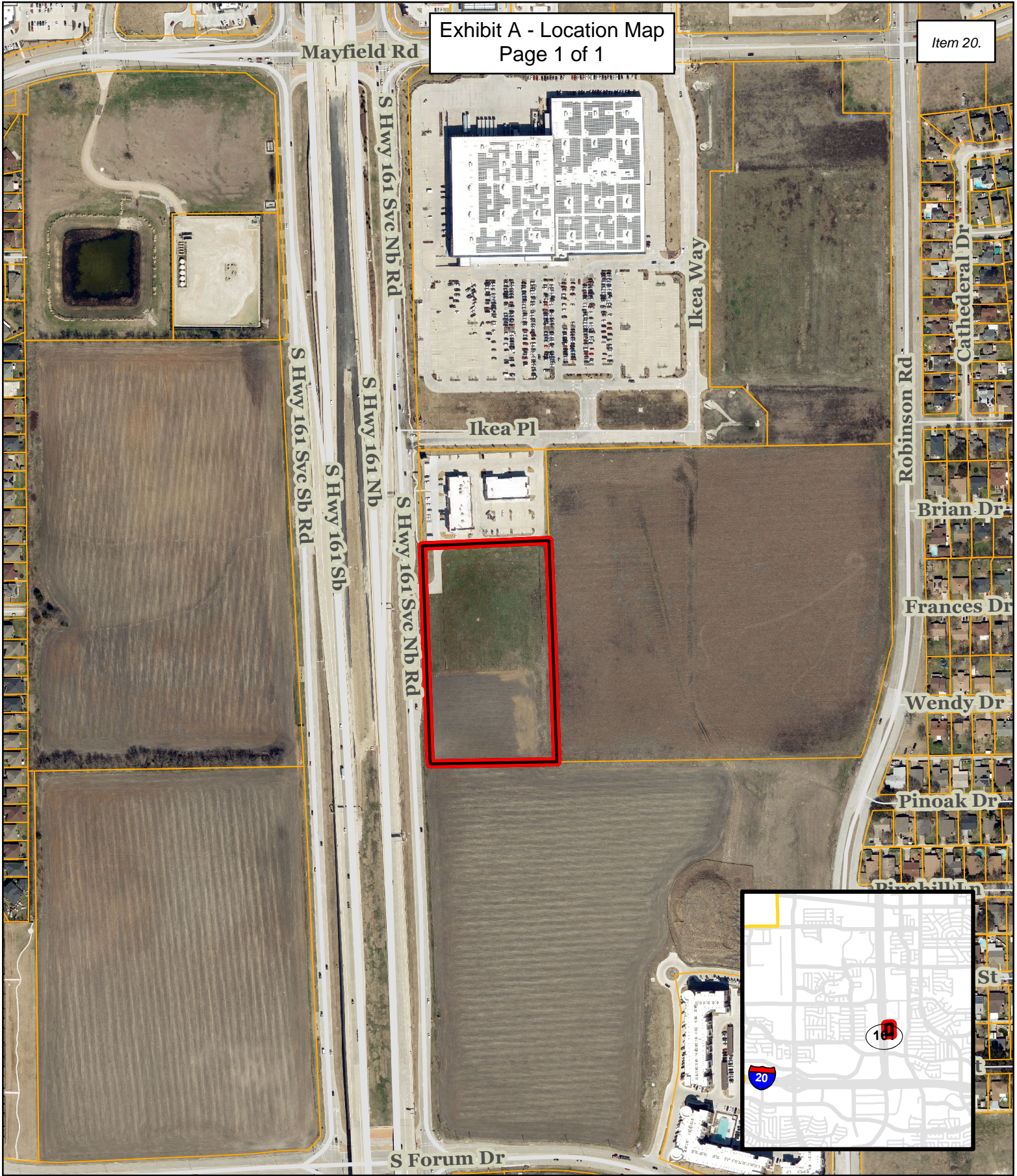


Exhibit A - Location Map
Page 1 of 1

Item 20.

PROGRESS DRAWING
NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION



GRAND PRAIRIE RETAIL
STATE HWY 161
GRAND PRAIRIE, TX 75052

DATE ISSUED:
11/30/2021

REVISIONS:
12/17/2021 City Comments

SHEET CONTENTS:

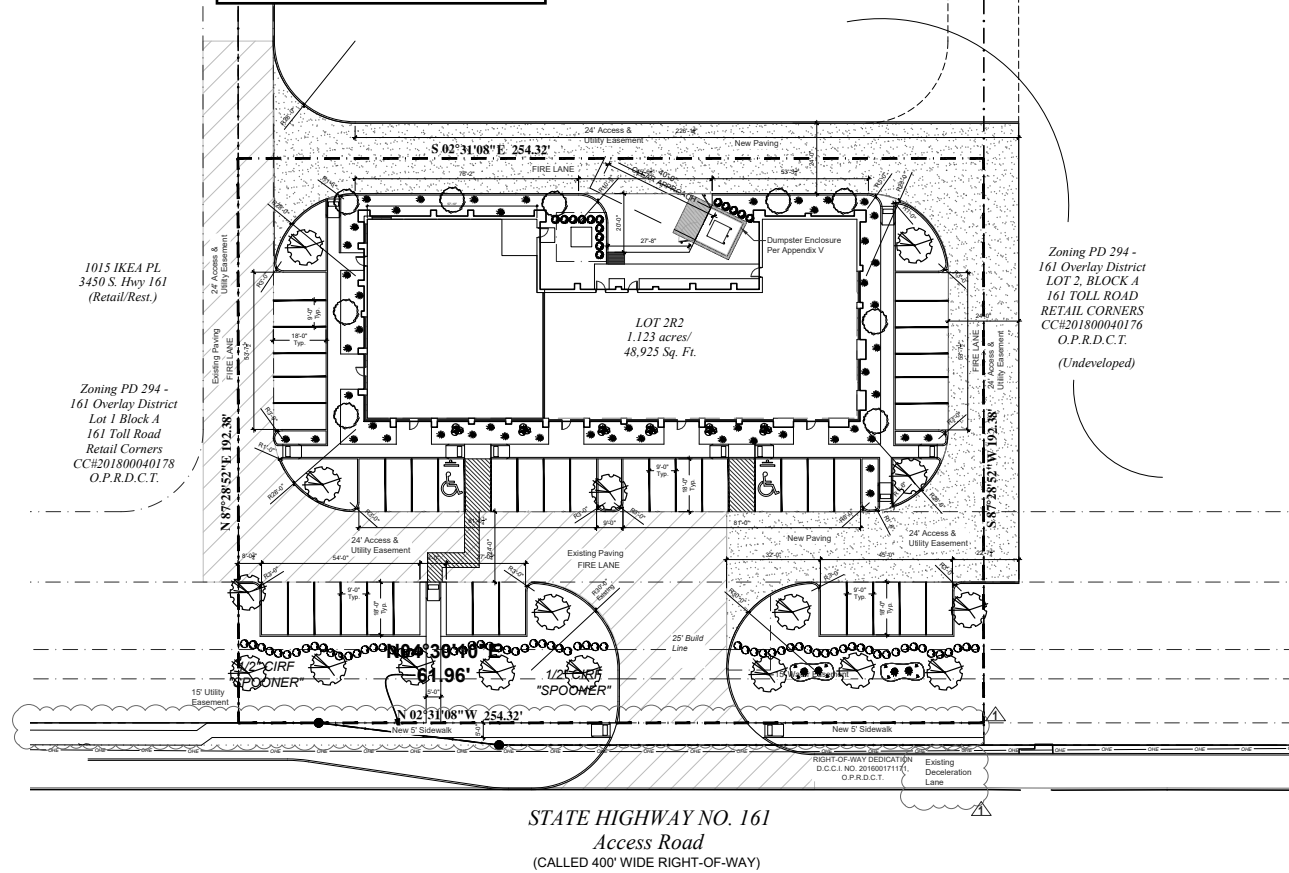
SITE PLAN

SHEET
81

G-1.0

STP-21-11-0024

Exhibit B - Site Plan
Page 1 of 1



Density and Dimensional Requirements
The property is subject to density and dimensional requirements in Article 6 of the Unified Development Code (UDC) when not specified by the Planned Development. The following table summarizes these requirements. The proposal meets the density and dimensional requirements.

Table 2. Site Data Summary

| Standard | Required GR | Proposed | Meets |
|--------------------------------|-------------|----------------|-------|
| Min. Lot Area (Sq.Ft.) | 20,000 (PD) | 48,925 Sq. Ft. | Yes |
| Min. Lot Width (Ft.) | 100 (PD) | 254.32' | Yes |
| Min. Lot Depth (Ft.) | 150 (PD) | 192.38' | Yes |
| Front Setback (Ft.) | 25(UDC) | 25' | Yes |
| Side Setback Internal (Ft.) | 0(UDC) | 0 | Yes |
| Side Setback Residential (Ft.) | 10(UDC) | N/A | N/A |
| Rear Setback (Ft.) | 0(UDC) | 0 | Yes |
| Max Height (Ft.) | 50(PD) | 27'-6" | Yes |
| Max Floor Area Ratio (FAR) | 35:1(UDC) | 10.150 Sq.Ft. | Yes |

Parking Requirements
The property is subject to parking requirements in Article 10 of the UDC. The following table summarizes these requirements. The proposal meets the parking requirements.

Table 2. Site Data Summary

| Standard | Required | Proposed | Meets |
|-------------------------------|----------|----------|-------|
| Retail (1 space /275 Sq. Ft.) | 37 | 47 | Yes |

SITE DATA SUMMARY CHART:

| | |
|----------------------------------|---|
| NAME : | Grand Prairie Retail |
| ADDRESS: | 3510 S. State Hwy 161 |
| COUNTY: | Dallas |
| ZONING: | PD 294 + S.H. 161 Overlay District |
| CURRENT LAND USE: | Vacant |
| PROPOSED LAND USE: | Retail shell, eye doctor office and sales |
| GROSS ACREAGE: | 1.123 acres (48,925 sq. ft.) |
| ACRES IN FLOODPLAIN: | 0 |
| OVERALL BUILDING SQUARE FOOTAGE: | 10,150 sq. ft. |
| BUILDING HEIGHT: | 27'-6" |
| | Percentage (%) Square Footage (Sq. Ft.) |
| BUILDING COVERAGE: | 20.75 % 10,150 Sq. Ft. |
| IMPERVIOUS COVERAGE: | 54.15 % 26,516 Sq. Ft. |
| PERVIOUS COVERAGE: | 25.10 % 12,259 Sq. Ft. |
| PERCENTAGE OF SITE LANDSCAPING: | 24.3% |
| REQUIRED PARKING SPACES: | 42 |
| PROVIDED PARKING SPACES: | 43 |
| REQUIRED ACCESSIBLE PARKING: | 2 |
| PROVIDED ACCESSIBLE PARKING: | 2 |

LANDSCAPE SYMBOLS

| | | |
|-------|--------------------|----------------------|
| T-1 * | Bur Oak | Quercus macrocarpa |
| T-2 | Caddo Maple | Acer barbatum |
| T-3 * | Crape Myrtle | Lagerstroemia indica |
| S1 * | Glossy Abelia | Abelia grandiflora |
| S2 * | Dwarf Youpon Holly | Ilex virutina "Nana" |
| S3 * | Red Yucca | Hesperate parviflora |
| S4 * | Purple Muhly | Muhlenbergia filipes |

(*) Denotes draught tolerant

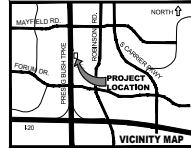
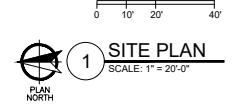


Exhibit C - Landscape Plan
Page 1 of 1

**Zoning PD 294 -
161 Overlay District
Lot 1 Block A
161 Toll Road
Retail Corners
CC#201800040178
O.P.R.D.C.T.**

**Zoning PD 294 -
161 Overlay District
LOT 2, BLOCK A
161 TOLL ROAD
RETAIL CORNERS
CC#201800040176
O.P.R.D.C.T.
(Undeveloped)**

**LOT 2R2
1.123 acres/
48,925 Sq. Ft.**

**Dumpster Enclosure
Per Appendix V**

**RIGHT-OF-WAY DEDICATION
D.C.C.I. NO. 201600171171,
G.P.R.D.C.T.**

**Existing
Deceleration
Lane**

**STATE HIGHWAY NO. 161
Access Road
(CALLED 400' WIDE RIGHT-OF-WAY)**

2 PLANTING DETAILS

| Standard | Required | Proposed | Meets |
|--|-------------------------|----------------|-------|
| Landscape Area (Sq. Ft.) | 10% - 4,893 Sq. Ft. | 12,475 Sq. Ft. | Yes |
| % in Front Yard (Sq. Ft.) | 75% - 3,670 Sq. Ft. | 7,247 Sq. Ft. | Yes |
| Street & Buffer Trees | 1/500 Sq. Ft. - 8 | 12 | Yes |
| Parking Islands with Trees (Each space within 100' of Tree) | 1/10 Spaces 5 | 9 | Yes |
| Total Trees | 13 | 31 | Yes |
| Shrubs 1-5 Gal/50 Sq. Ft. | 74 | 186 | Yes |
| Flowers/Colorful Plantings | 15% of req. Shrubs - 11 | 204 Sq. Ft. | Yes |

(*) Denotes draught tolerant

| MARK | COMMON NAME | BOTANIC NAME | MIN. SIZE | MIN. HEIGHT | QTY | REMARKS |
|------|--------------------|-----------------------|-----------|-------------|----------|---|
| T-1 | Bur Oak | Quercus macrocarpa | 3" cal. | - | 17 | Caliper measured 12" above grade. |
| T-2 | Caddo Maple | Acer barbatum | 3" cal. | - | 9 | Caliper measured 12" above grade. |
| T-3 | Crape Myrtle | Lagerstroemia indica | 1" cal. | 8' | 6 | Min. of (3) 1" caliper trunks measured 12" above grade. |
| S 1* | Glossy Abelia | Abelia grandiflora | 5 GAL | 24-36" | 15 | 36" o.c. must reach 36" first year |
| S 2* | Dwarf Youpon Holly | lex virnutina "Nana" | 5 GAL | 24-36" | 68 | 36" o.c. must reach 36" first year |
| S 3* | Red Yucca | Hesperale paraviflora | 5 GAL | 24-36" | 63 | 36" o.c. must reach 36" first year |
| S 4* | Purple Mulhy | Muhlenbergia filipes | 2 GAL | 18-24" | 40 | As shown |
| G-1 | SEASONAL COLOR | VARIES | 4" pot | - | as req'd | 12" o.c. ground cover in beds |
| G-2 | HYDROMULCH | HYDROMULCH | - | - | - | As required in beds and disturbed areas |
| G-3 | MULCH | HYDROMULCH | - | - | - | As shown in planting beds |

Overall lot - 48,925 Sq. Ft.

Area for Landscape -
48,925 Sq. Ft./10 = 4,893 Sq. Ft.

Trees

4,893/500 = 10 trees

Existing Trees - 0

New Trees - 25

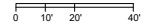
Provided Trees - 25

Shrubs

Additional trees reduction -
9 x 200 sq. ft. = 1,800 sq. ft.
4,893 - 1,800 = 3,093 sq. ft.

Shrubs - 3,093/50 = 62 shrubs

Provided = 83 shrubs



LS-1.0

STP-21-11-0024



This rendering is an artistic representation of the proposed building. Variations in scope of work, color, building materials, grading, etc.. may impact actual constructed appearance. All signage, shown or not, to be purchased and installed by owner and is not in contract.



This rendering is an artistic representation of the proposed building. Variations in scope of work, color, building materials, grading, etc., may impact actual constructed appearance. All signage, shown or not, to be purchased and installed by owner and is not in contract.



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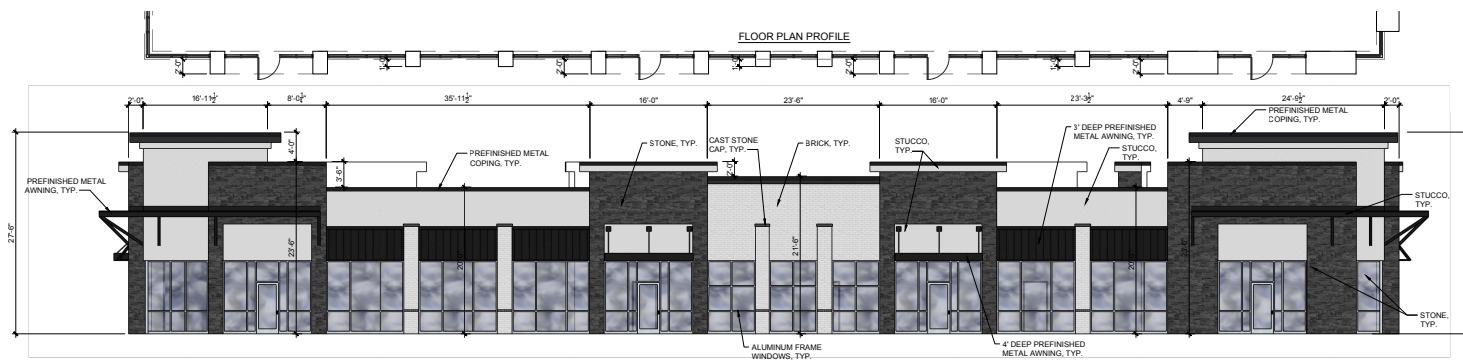
This rendering is an artistic representation of the proposed building. Variations in scope of work, color, building materials, grading, etc.. may impact actual constructed appearance. All signage, shown or not, to be purchased and installed by owner and is not in contract.



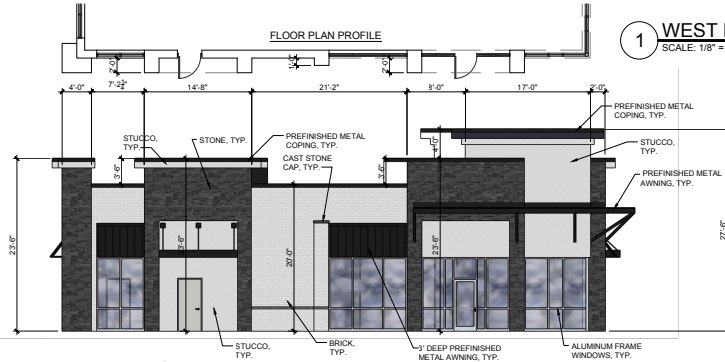
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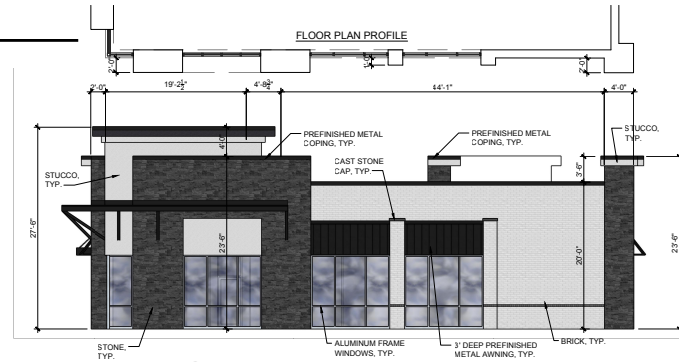
This rendering is an artistic representation of the proposed building. Variations in scope of work, color, building materials, grading, etc., may impact actual constructed appearance. All signage, shown or not, to be purchased and installed by owner and is not in contract.



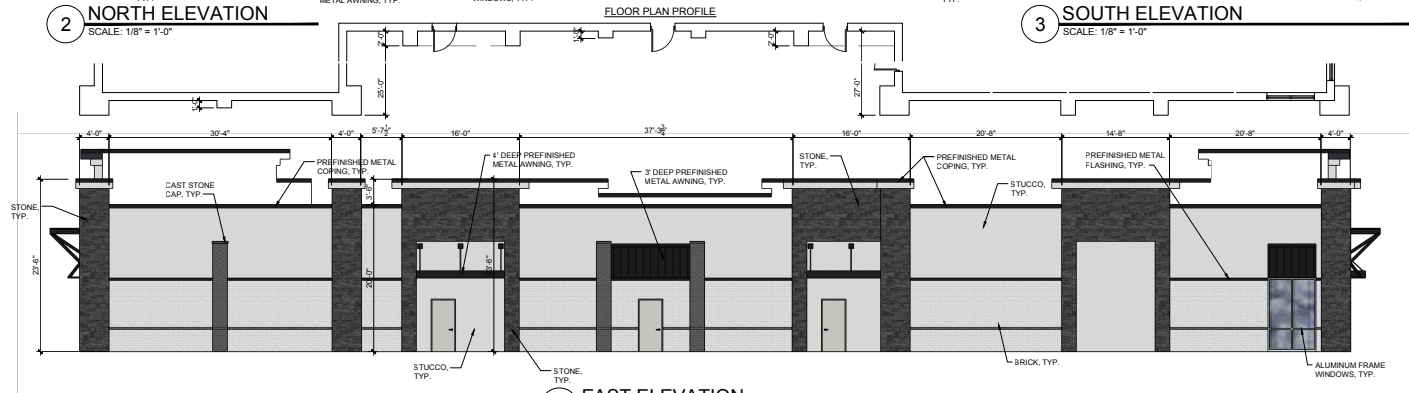
1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



4 EAST ELEVATION
SCALE: 1/8" = 1'-0"

Exhibit D - Building Elevations
Page 7 of 7

| MATERIALS SUMMARY TABLE | REQUIRED | PROVIDED | VARIANCE REQUESTED | APPENDIX F COMPLIANT |
|---|----------|----------|---|--|
| WEST ELEVATION - Primary Facade Masonry (Appendix F, C.1) Brick, Stone, & Stucco - 2,675 sq. ft. - 100% Stone - 1,068 sq. ft. - 40% Stucco - 1,250 sq. ft. - 48% Brick - 377 sq. ft. - 14% WINDOWS (Appendix F, C.8) TOTAL (including doors & windows) - 4,906 sq. ft. Total length: Building 172'-0" / Windows 130'-0" / Awnings 139'-0" | 100% | 100% | | Appendix F, C.7.1 Appendix F, 7.D.1 Appendix F, 7.C.9 |
| NORTH ELEVATION - Secondary Facade Masonry (Appendix F, C.1) Brick, Stone, & Stucco - 1,320 sq. ft. - 100% Stone - 550 sq. ft. - 39% Stucco - 425 sq. ft. - 32% Brick - 345 sq. ft. - 26% WINDOWS (Appendix F, C.8) TOTAL (including doors & windows) - 1,775 sq. ft. Total length: Building 74'-0" / Windows 37'-0" / Awnings 68'-0" Total length of all four facades = 494'-3" Total length of covered walkways, awnings, etc. = 291'-4" | 100% | 100% | | Appendix F, 7.C.1 Appendix F, 7.D.1 Appendix F, 7.C.10 |
| MATERIALS SUMMARY TABLE | REQUIRED | PROVIDED | VARIANCE REQUESTED | APPENDIX F COMPLIANT |
| SOUTH ELEVATION - Secondary Facade Masonry (Appendix F, C.1) Brick, Stone, & Stucco - 1,352 sq. ft. - 100% Stone - 556 sq. ft. - 41% Stucco - 211 sq. ft. - 16% Brick - 585 sq. ft. - 43% WINDOWS (Appendix F, C.8) TOTAL (including doors & windows) - 1,708 sq. ft. Total length: Building 74'-0" / Windows 35'-0" / Awnings 52'-4" | 100% | 100% | | Appendix F, 7.C.1 Appendix F, 7.D.1 |
| EAST ELEVATION - Primary Facade Masonry (Appendix F, C.1) Brick, Stone, & Stucco - 3,564 sq. ft. - 100% Stone - 873 sq. ft. - 23% Stucco - 1,687 sq. ft. - 47% Brick - 1,004 sq. ft. - 28% WINDOWS (Appendix F, C.8) TOTAL (including doors & windows) - 3,781 sq. ft. Total length: Building 172'-0" / Windows 6'-0" / Awnings 41'-2" Total length of all four facades = 494'-3" Total width of windows = 213'-0" / 494'-3" = 43% | 100% | 100% | Variance requested for 1% of the 50% required per Appendix F, Section 7.C.8.b | Appendix F, 7.C.1 Appendix F, 7.D.1 |
| MATERIALS SUMMARY TABLE | REQUIRED | PROVIDED | VARIANCE REQUESTED | APPENDIX F COMPLIANT |
| SOUTH ELEVATION - Secondary Facade Masonry (Appendix F, C.1) Brick, Stone, & Stucco - 1,352 sq. ft. - 100% Stone - 556 sq. ft. - 41% Stucco - 211 sq. ft. - 16% Brick - 585 sq. ft. - 43% WINDOWS (Appendix F, C.8) TOTAL (including doors & windows) - 1,708 sq. ft. Total length: Building 74'-0" / Windows 35'-0" / Awnings 52'-4" | 100% | 100% | | Appendix F, 7.C.1 Appendix F, 7.D.1 |
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PROGRESS DRAWING
NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION



GRAND PRAIRIE RETAIL
STATE HWY 161
GRAND PRAIRIE, TX 75052

DATE ISSUED:
11/30/2021

REVISIONS:
12/22/2021 City Comments

SHEET CONTENTS:
ELEVATIONS

SHEET NO. **89**
A-5.0

STP-21-11-0024

Appendix F Menu Items Checklist

The Appendix F Menu Items Checklist intended to help developers organize their Development Request submittal and communicate Menu Items choices to Staff. This checklist is not intended to be used without first reading Appendix F. Developers must select a total of 12 Menu Items. Unless otherwise indicated, each Menu Item counts as 1 Menu Item.

Instructions: Complete checklist by indicating which Menu Items you select. After completing the checklist fill out the Menu Item Summary Table.

| Usable Open Space & Pedestrian Linkages | | |
|---|--|---|
| ✓ If Selected | Menu Item | Description |
| <input type="checkbox"/> | Enhanced Usable Open Space | Usable Open Space that exceeds the minimum requirements with at least four Tier 1 amenities and three or more Tier 2 amenities. <ul style="list-style-type: none"> Tier 1 Amenities: two types of seating, active water feature, furnished play area, dog park, sculpture, artwork, furnished outdoor game area, or comparable amenity proposed by the developer. Seasonal plantings in decorative planters, textured paving, living wall, mural, decorative lighting, USB charging station, electrical hook-up to allow programming, or a comparable amenity proposed by the developer. → Circle or highlight the proposed amenities. |
| <input type="checkbox"/> | Above-and-Beyond Usable Open Space (2) | Developers who are able to demonstrate to the Planning and Zoning Commission and City Council that the proposed Usable Open Space goes above-and-beyond the Enhanced Usable Open Space may count the space as two Menu Items. <ul style="list-style-type: none"> Include project narrative or exhibit that lists the proposed amenities and describes why the space should be considered above-and-beyond Usable Open Space. |
| <input type="checkbox"/> | Public Art Piece | Dedicate at least 1% of the total project cost to one major public art piece to be centrally located. |
| <input type="checkbox"/> | Public Art Series | Dedicate at least 1% of the total project cost to multiple public art pieces to be located throughout the development. |
| Site Design & Building Orientation (Select at Least Two Menu Items) | | |
| ✓ If Selected | Menu Item | Description |
| <input type="checkbox"/> | 75% Parking Behind Buildings | Buildings shall be placed towards the street with 75% of off-street parking located to the side or rear of buildings. |
| <input type="checkbox"/> | 100% Parking Behind Buildings (1.5) | Buildings shall be placed towards the street with 100% of off-street parking located to the side or rear of buildings. |
| <input checked="" type="checkbox"/> | Add Parking Lot Trees | Provide one parking lot tree per five spaces. Parking lot trees should be capable of achieving 30% canopy coverage over the parking area within 10 years of planting. |
| <input type="checkbox"/> | Rain Gardens | Provide bioretention areas, or rain gardens, between every other row of parking. |
| <input type="checkbox"/> | Permeable Surface | Use permeable concrete and pavers on 15% of the surface parking lot. |
| <input type="checkbox"/> | Strategic Parking | Submit on of the following Strategic Parking Plans: <ul style="list-style-type: none"> Parking Reclamation Plan – Create a parking reclamation plan that includes specific strategies to reclaim surplus parking spaces to expand structures and usable open spaces or create new ones. Developers should anticipate changes in parking demand and design their site to create opportunities for adaptable reuse. Parking Flex Plan – Create a parking flex plan that shows how parking spaces can be temporarily used for something other than parking, such as festivals, outdoor dining, community gatherings, and other events. The plan should identify the parking spaces and describe how they will be used. |

| | | |
|---|--------------------------------|---|
| | | <ul style="list-style-type: none"> Phased Parking Plan – Create a phased parking plan and construct parking spaces in phases as demand requires. Areas intended for future parking phases would remain as green spaces until converted to parking spaces. If, after five years, future parking spaces have not been constructed, they shall become permanent green space. <p>→ Circle or highlight selected parking plan.</p> |
| <input type="checkbox"/> | Ceremonial Drive | Developments over 20 acres or developments that include multiple lots/buildings shall provide a grand promenade or ceremonial drive with trees planted every 30 feet. |
| <input type="checkbox"/> | Gateway | Developments over 20 acres or developments that include multiple lots/buildings shall use site layout and building placement to create a gateway, frame usable open space, or create a view corridor with appropriate terminus. |
| <input type="checkbox"/> | Park Once Environment (1.5) | <p>Developments over 10 acres or developments that include multiple lots/buildings shall use site layout and building placement to create a park once environment.</p> <ul style="list-style-type: none"> Shared parking agreements between different lots/occupants must be in place. |
| Building Design (Select at Least Six Menu Items) | | |
| ✓ If Selected | Menu Item | Description |
| <input type="checkbox"/> | Materials Mix | A single material, color, or texture shall not exceed 60% of a single facade. |
| <input type="checkbox"/> | Stone Accent | All four facades shall include a stone accent in a contrasting color and texture from the primary building material. The combined area of the stone accent shall be at least 25% of the vertical surface area of all facades. |
| <input checked="" type="checkbox"/> | Color Contrast | Each facade shall include at least two contrasting colors. |
| <input checked="" type="checkbox"/> | Specialty Accent | Color and/or material shall be used to highlight entrances of multi-tenant buildings. Specialty accents should reflect the personality or character of the occupant. |
| <input checked="" type="checkbox"/> | Corner Treatment | <p>Developers shall use at least three architectural elements to emphasize corners of the buildings: corner entrance, accent material, projecting cornice, tower element, enhanced windows, cupolas, gables, dormers, balconies, articulation, or a comparable element chosen by the developer. Corner treatments must be one of the Menu Items for buildings at key intersections.</p> <p>→ Circle or highlight the proposed architectural elements.</p> |
| <input checked="" type="checkbox"/> | Articulated Public Entrance | <p>The primary building entrance shall be visibly prominent from a public street. At least three of the following shall be used: recessed facade, projecting facade, raised canopy, taller door dimensions, double doors, lighting fixtures on either side of the entry, steps or stoops, changes in materials, arches, columns, eave treatment, transom windows, or a comparable element chosen by the developer.</p> <p>→ Circle or highlight the proposed elements.</p> |
| <input type="checkbox"/> | Buildings at Key Intersections | <p>Developers should highlight key intersections by using additional design elements to create gateways or landmarks. Buildings at key intersections shall include at least three of the following features: corner plaza with plantings and seating, corner tower form, cupolas, large window openings, sloped or pitched roof form, richer colors, seasonal plantings, or a comparable element chosen by the developer.</p> <p>→ Circle or highlight the proposed features.</p> |
| <input checked="" type="checkbox"/> | Roof Profile Variation | Developers shall use parapets or another technique to create a distinctive roof profile. |
| <input checked="" type="checkbox"/> | Articulation Elements | Each facade shall include at least three of the following items every 60 feet: change in roofline, facade modulation, window |

| | | |
|---|--------------------------------|--|
| | | fenestration patterns, vertical columns, and change in material or texture. → Circle or highlight the proposed items. |
| <input checked="" type="checkbox"/> | Enhanced Windows | All facades with windows shall include at least two types of windows that differ in the style, size, shape, or placement. |
| <input checked="" type="checkbox"/> | Canopy Variation | <p>Facades shall include multiple types of canopies. Changes in shape, color, or material should be used to highlight an architectural feature or particular user while complementing the established design theme.</p> <ul style="list-style-type: none"> * It is likely that individual tenants will determine the final design of the canopy. If tenants are unknown at this time, submit an exhibit that illustrates variations in shape, color, and material within the intended design theme. |
| <input checked="" type="checkbox"/> | Design Elements | <p>Facades shall include at least three other design elements: trellises, towers, overhang eaves, banding, pilasters, projecting cornices, columns, string courses, rustication, lintels, or a comparable element proposed by the developer.</p> <p>→ Circle or highlight the proposed design elements.</p> |
| Healthy, Smart, and Sustainable Community (Select at Least Two Menu Items) | | |
| ✓ If Selected | Menu Item | Description |
| <input type="checkbox"/> | Mature Trees | Provide mature trees for 30% of required trees. The locations of the mature trees should be focused in usable open spaces and along pedestrian paths. |
| <input type="checkbox"/> | Connect to Parks and/or Trails | <p>Provide a connection to existing or proposed parks and/or trails. The connection should function as a continuation, not just a point of access. The connection shall include appropriate amenities such as bike racks, pet waste disposal stations, water fountains, misting stations, or a comparable amenity proposed by the developer.</p> <p>→ Circle or highlight the proposed amenities.</p> |
| <input type="checkbox"/> | Community Garden | Provide a community garden and participate in the City's community gardens partnership program. |
| <input type="checkbox"/> | Parking Reclamation Plan | Create a parking reclamation plan that includes specific strategies to reclaim surplus parking spaces to expand structures and usable open spaces or create new ones. Developers should anticipate changes in parking demand and design their site to create opportunities for adaptable reuse. |
| <input type="checkbox"/> | Parking Flex Plan | Create a parking flex plan that shows how parking spaces can be temporarily used for something other than parking, such as festivals, outdoor dining, community gatherings, and other events. The plan should identify the parking spaces and describe how they will be used. |
| <input type="checkbox"/> | Phased Parking Plan | Create a phased parking plan and construct parking spaces in phases as demand requires. Areas intended for future parking phases would remain as green space until converted to parking spaces. If, after five years, future parking phases have not been constructed, they shall become permanent green space. |
| <input type="checkbox"/> | Green Infrastructure | Provide and maintain green infrastructure such as bioretention areas (rain gardens), planter boxes, or vegetated buffer strips consistent with NCTCOG's integrated Stormwater Management (iSWM) Program. |
| <input type="checkbox"/> | Solar Energy | Use solar energy to satisfy 25% or more of on-site energy demand. |
| <input type="checkbox"/> | Preserve Open Space | Reserve existing natural areas comprising at least 5% of the overall project size. Such areas should incorporate quality non-invasive tree stands, habitat or riparian areas. Such areas should not include existing floodplain or other areas already protected or inherently unsuitable for development. |

| | | |
|-------------------------------------|----------------------------------|---|
| <input checked="" type="checkbox"/> | 70% Native Plants | Use native and drought tolerant species for at least 70% of planting materials. |
| <input type="checkbox"/> | Wi-Fi (.5) | Provide Free Wi-Fi in common areas. |
| <input type="checkbox"/> | USB Charging Stations (.5) | Provide USB charging stations in usable open spaces. |
| <input type="checkbox"/> | Smart Parking (.5) | Provide web-connected sensors in pavement that help people find and/or reserve a parking space. |
| <input type="checkbox"/> | Ride-Sharing Drop-Off (.5) | Provide designated spaces for ride-sharing pick-ups and drop-offs. |
| <input type="checkbox"/> | Permeable Paving (.5) | Use permeable pavement on 15% of the parking lot. |
| <input type="checkbox"/> | Green Roofs (.5) | Provide a green roof that is at least 50% of total roof area. |
| <input type="checkbox"/> | Living Wall (.5) | Provide a living wall that is at least 60% of the area of the facade on which it is constructed. |
| <input type="checkbox"/> | Recycling Program (.5) | Institute a mandatory recycling program for occupants. Provide recycling bins in addition to trash bins in common areas. |
| <input type="checkbox"/> | 30% Native Plants (.5) | Use native and drought tolerant species for at least 30% of planting materials. |
| <input type="checkbox"/> | Pollinator Friendly Flowers (.5) | Use native plants that attract bees, butterflies, moths, and hummingbirds for at least 20% of required landscape materials. |

Alternative Compliance

The Menu Items listed do not represent an exhaustive list. Developers may propose a comparable item not listed. If developers are able to prove that the proposed item meets the intent of Appendix F, Staff may recommend that the proposed item be counted as a Menu Item. Indicate the proposed item, identify which of the four elements the proposed item will count towards, and provide a brief description.

| ✓ If Selected | Proposed Item/Element | Description |
|--------------------------|-----------------------|---|
| <input type="checkbox"/> | Landscape | Additional grouped planting areas along street scape. |
| <input type="checkbox"/> | | |
| <input type="checkbox"/> | | |
| <input type="checkbox"/> | | |

Menu Item Summary Table

| Element | # of Menu Items |
|---|-----------------|
| Usable Open Space & Pedestrian Walkways | |
| Site Design & Building Orientation | 1 |
| Building Design | 9 |
| Healthy, Smart, Sustainable Community | 1 |
| Alternative Compliance | |
| Total Menu Items: | |



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/15/2022

REQUESTER: Monica Espinoza, Executive Assistant

PRESENTER: Savannah Ware, AICP, Chief City Planner

TITLE: STP-21-11-0013 - Site Plan - Prologis Warehouse on 161 (City Council District 5). Site Plan for a 144,488 sq. ft. industrial warehouse on one lot on 9.28 acres. Lot 1, Block A, Prologis January Lane Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-406 District, within the SH-161 Corridor Overlay District, and addressed as 1101 N. SH 161 (On December 13, 2021, the Planning and Zoning Commission recommended approval by a vote of 5-2)

APPLICANT: Luke Peters, Prologis

RECOMMENDED ACTION: Approve

SUMMARY:

Site Plan for a 144,488 sq. ft. industrial warehouse on one lot on 9.28 acres. Lot 1, Block A, Prologis January Lane Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-406 (PD-406) District, within the SH-161 Corridor Overlay District (SH-161) and addressed as 1101 N. SH 161.

Project Update:

- City Council tabled this item to give the developer time to revise the site plan and move the truck dock doors from the north side of the building to the south.
- On February 9, 2022, the applicant submitted revised plans depicting the truck dock doors on the south side of the building.

PURPOSE OF REQUEST:

The applicant intends to construct a speculative industrial warehouse building totaling 144,488 sq. ft. on 9.28 acres. City Council must approve a site plan for any project involving industrial uses or new construction exceeding five acres. Development at this location requires City Council approval of a Site Plan because the property is for industrial uses.

The purpose of site plan approval is to ensure that development meets requirements in the Unified Development Code (UDC), provides adequate circulation, and uses quality site planning techniques. The UDC identifies criteria for evaluating proposed developments. Criteria include density and

dimensional standards, landscaping and screening requirements, and architectural design for special districts.

In addition, UDC's Appendix X, Industrial Development Standards addresses potential adverse environmental, visual, and truck traffic associated with large warehouses, outside storage, and distribution-logistical developments.

ADJACENT LAND USES:

The following table summarizes the zoning designation and existing use for the surrounding properties.

Table 1. Adjacent Zoning and Land Uses

| Direction | Zoning | Existing Use |
|-----------|--------|------------------------------------|
| North | MF-2 | Multi-Family Residential |
| South | PD-347 | Industrial |
| West | PD-122 | Single Family Attached Residential |
| East | PD-196 | SH 161 R-O-W |

HISTORY:

- November 13, 2020: City Council approved PD-406 for Light Industrial (LI) uses and a Concept Plan for a 130,000 sq. ft. office warehouse facility on the property (Case Number Z201001/CP201001).

PROPOSED USE CHARACTERISTICS AND FUNCTION:

The development is an industrial warehouse/office building with truck docks facing north. Trailer storage spaces are oriented along the northern perimeter of the property. Employee and visitor parking are located along the south and east sides of the building.

A 24-foot fire lane loops around the facility and will provide direct access to the site from a commercial driveway located along the southbound SH 161 Service Road. A deceleration and right-turn lane shall be provided per TXDOT standards for this driveway. Secondary access to the site is provided by a shared access easement connecting to the existing commercial driveway serving the adjacent development to the south. An emergency access-only drive is shown on the northwestern portion of the site, where Deja Lane terminates.

ZONING REQUIREMENTS:

Density and Dimensional Requirements

Development is subject to Article 6 and Appendix X of the UDC. Table 2 summarizes the density and dimensional standards of the proposed development. The proposal meets the density and dimensional requirements.

Table 2. Site Data Summary

| Standard | Required | Provided | Meets |
|-------------------------|----------|----------|-------|
| Min. Lot Area (Sq. Ft.) | 15,000 | 404,251 | Yes |
| Min. Lot Width (Ft.) | 100 | 700 | Yes |
| Min. Lot Depth (Ft.) | 150 | 545 | Yes |
| Front Setback (Ft.) | 25 | 30 | Yes |
| Side Setback (Ft.) | 30 | 85 | Yes |

| | | | |
|-----------------------|-----|--------|-----|
| Max. Height (Ft.) | 50 | 49 | Yes |
| Max. Floor Area Ratio | 1:1 | 0.36:1 | Yes |

Landscaping Requirements

The property is subject to landscape and screening requirements in Article 8 and Appendix X of the UDC. Table 3 summarizes the landscaping requirements. The site meets or exceeds these requirements.

Table 3. Landscape & Screening Requirements

| Standard | Required | Provided | Meets |
|----------------------|-----------------------|-----------------------|-------|
| Area (Sq. Ft.) | 40,425 | 71,951 | Yes |
| Trees (Site) | 81 | 81 | Yes |
| Trees (Parking Lot) | 10 | 17 | Yes |
| Shrubs | 809 | 809 | Yes |
| Foundation Plantings | Along Primary Facades | Along Primary Facades | Yes |
| Entrance Plantings | At Building Entrance | At Building Entrance | Yes |
| Truck Screening | Wing Walls | Bldg. & Living Wall | Yes |

Parking Requirements

The proposal meets the required total parking spaces. Based on the parking requirement calculations in Article 10, the development must provide a minimum of 61 spaces. The UDC also stipulates that parking cannot exceed 115 percent of the minimum required parking. The applicant is proposing 158 spaces, which exceeds 115% of the minimum required parking. Table 4 summarizes the parking requirements.

Table 4. Required Parking

| Use | Standard | Required | Provided |
|------------------|---|----------|----------|
| Warehouse/Office | 1 Space/1, 000 sq. ft. + 1/5K+20 sq. ft. | 61 | 158 |

The UDC allows for 20 percent of a warehouse site to be designated as trailer parking. The applicant is proposing 37 trailer parking spaces, which is below the maximum threshold.

Exterior Building Material & Design

Industrial buildings greater than 50,000 sq. ft. are subject to the requirements in Appendix X of the UDC. Appendix X requires that primary facades include at least three design elements and secondary facades include at least two design elements. The table below evaluates the design elements for the building. The proposed building elevations exceed Appendix X requirements.

Table 5a: Building Design Elements

| Facade | Type | a. | b. | c. | d. | e. | f. | g. | h. | i. | Total Elements | Meets |
|--------|-----------|----|----|----|----|----|----|----|----|----|----------------|-------|
| North | Primary | Y | | Y | Y | | | | | | 3 | Yes |
| South | Secondary | Y | | Y | Y | | | | | | 3 | Yes |
| West | Secondary | Y | | Y | Y | | | | | | 3 | Yes |
| East | Primary | Y | Y | | Y | | Y | | | | 4 | Yes |

The exterior of the building is 100% masonry construction of varying finishes and colors utilizing poured-in-place textured concrete tilt-wall panels, stucco, brick, cast stone, cultured stone, rock, and marble. The building's primary entrance features an elevated glass curtain wall storefront with gray metal framing and stone veneer. Accent lighting is provided at the entryway and along the front facade.

The applicant provides an 8-foot masonry screening wall, a minimum 15-foot landscape buffer with trees (approximately 22), and shrubbery along the northern property boundary. The distance from the truck loading docks and the residential property boundary is approximately 165 feet.

VARIANCES:

1. Variance to UDC Article 10 parking Standards, Section 10.7.2, Exceed 115% of Required Parking Spaces – The applicant is requesting to exceed the maximum allowable number of parking spaces.
2. ~~Variance to UDC, Appendix X, Section 4, (6) truck dock prohibition along any primary facade.~~ The truck docks are located on the south side of the building in the revised plans. This variance is no longer required.



ANALYSIS:

1. Exceeding 115% of Required Parking Spaces: Staff does not oppose this request. The applicant exceeds the minimum landscaping requirements for parking lot trees and the site provides adequate landscape buffers located along the parking areas and additional shrubbery to provide headlight screening along the parking lots.
2. ~~Truck Docks located along the primary facade:~~ Staff does not oppose this request. The location of the truck docks is approximately 165 ft. from the residential zoning property. The applicant is providing a 15 ft. landscape buffer and 8 ft. masonry screening wall along the northern property boundary. Landscaping in the buffer consists of approximately 22 trees (Sweet Gum, Red Cedars, and Evergreens) and over 100 shrubs. The location of the truck docks is consistent with the approved Concept Plan.

RECOMMENDATION:

- On December 13, 2021, the Planning and Zoning Commission recommended approval by a vote of 5-2.
- Development Review Committee (DRC) recommends approval.



| | | | |
|---|--|---|---|
|  | <p>CASE LOCATION MAP</p> <p>STP-21-11-0013 - Site Plan</p> <p>Warehouse at SH-161</p> |  | <p>City of Grand Prairie</p> <p>Development Services</p> <p>(972) 237-8255</p> <p>www.gptx.org</p> |
|---|--|---|---|

BENCH MARK LIST

Em1 1 "C" CUT IN CONCRETE SET ON THE WEST SIDE OF STATE HIGHWAY 161 SERVICE ROAD, S271° SOUTHWEST OF THE STRIPPED END OF THE ROAD. NORTH OF THE STRIPPED END OF THE ROAD, 161° EAST OF A POWER POLE, AND S71° SOUTHWEST OF THE NORTH END OF A STRIPPED END OF THE ROAD. OBSERVED SURFACE COORDINATES
NORTHING=6,915,504.24 EASTING=2,424,545.93 EAST=545.93

Em2 2 "C" CUT IN CONCRETE SET ON THE WEST SIDE OF STATE HIGHWAY 161 SERVICE ROAD, ±155° NORTH OF A CONCRETE DRIVE ENTRANCE, ±105° NORTHEAST OF A CONCRETE DRAINAGE STRUCTURE, AND S47° SOUTHWEST OF THE END OF A STRIPPED END OF THE ROAD. OBSERVED SURFACE COORDINATES
NORTHING=6,916,708.78 EASTING=2,422,742.79 EAST=534.67

Em3 59 CITY OF GRAND PRAIRIE GPS MONUMENT 59 IS A 3/4"-1/4" ALUMINUM MONUMENT, 161° EAST OF THE WEST END OF THE NORTH SIDE OF 19TH STREET, ±88° SOUTH OF THE CENTERLINE OF WALNUT STREET AND ±8° WEST OF THE 15TH STREET CURB. OBSERVED SURFACE COORDINATES
NORTHING=6,956,924.94 EASTING=2,420,780.15 EAST=563.00
NORTHING=6,957,872.72 EASTING=2,421,100.64 EAST=562.85

Em3 69 CITY OF GRAND PRAIRIE GPS MONUMENT 69 IS A 3/4"-1/4" ALUMINUM COLD STAMPED "GPS 69" FOUND ON THE NORTH SIDE OF TARRANT ROAD, 161° NORTH OF THE NORTH END OF TARRANT ROAD AND 161° NORTH OF LONAN LANE, ±5° NORTH OF TARRANT ROAD BACK OF CURB, AND ±34° EASTERN OF THE TARRANT ROAD PAVEMENT. OBSERVED SURFACE COORDINATES
NORTHING=6,952,255.26 EASTING=2,424,035.63 EAST=498.81
NORTHING=6,953,205.85 EASTING=2,424,366.62 EAST=498.15

SITE INFORMATION TABLE

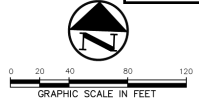
| BASE ZONING: PD-406 | | | |
|----------------------------------|--|-----------------|-------|
| BUILDING FOOTPRINT: 144,848 S.F. | | | |
| | REQUIREMENT | PROVIDED | MEETS |
| MIN. LOT AREA (SQ. FT.) | 15,000 | 404,251 | YES |
| MIN. LOT WIDTH (FT.) | 100 | 130.63 | YES |
| MIN. LOT DEPTH (FT.) | 150 | 545 | YES |
| WAREHOUSE SPACE (SQ. FT.) | | N/A | YES |
| OFFICE SPACE (SQ. FT.) | | 14,448 | YES |
| MAX. BUILDING HEIGHT (FT.) | 50 | 33.815 | YES |
| MAX. FLOOR AREA RATIO | 1:1 | 0.361 | YES |
| MAX. BUILDING HEIGHT (SQ. FT.) | | 335,815 (83.0%) | YES |
| PARKING REQUIREMENT | 61 | 128 | YES |
| LANDSCAPE AREA (SQ. FT.) | 48 OF LOT | 68,536 (17.0%) | YES |
| SMALLER PARKING DECK | | | YES |
| FRONT YARD SETBACK | 25' | 30' | YES |
| LEFT SIDE YARD SETBACK | 10' | 15' | YES |
| EAST SIDE YARD SETBACK | 10' | 15' | YES |
| REAR YARD SETBACK | 0' | 15' | N/A |
| EXTERIOR MASONRY CONTENT: | STONE & TILT WALL CONCRETE | | YES |
| DUMPSTER ENCLOSURE MATERIAL: | CONCRETE TILT WALL (NOTE TO ARCH. PLANS) | | YES |

* PARKING RATIO FOR WAREHOUSE = 1 SPACE/5,000 SF + 1 SPACE/5,000 SF = 46 SPACES
 * PARKING RATIO FOR OFFICE = 1 SPACE/2,000 SF = 10 SPACES

2" DRAINAGE METER PROVIDED WITHIN 15' UTILITY EASEMENT AT THE SOUTH SIDE OF THE TRUCK COURT
 2" IRRIGATION METER PROVIDED WITHIN 15' UTILITY EASEMENT AT THE SOUTHEAST CORNER

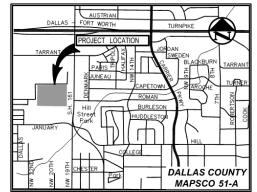
**MATCHLINE -
SEE THIS SHEET**

MATCHLINE -
SEE THIS SHEET



LEGEND

- | | |
|---------------|-------------------------------|
| E_0 | BOLLARD |
| E_1 | ELECTRIC METER |
| E_2 | POWER POLE |
| L_0 | LIGHT STANDARD |
| L_1 | WATER METER |
| L_2 | WATER VALVE |
| V_0 | IRRIGATION CONTROL VALVE |
| V_1 | FIRE HYDRANT |
| C_0 | CLEANOUT |
| M_0 | MANHOLE |
| T_0 | TRAFFIC SIGNAL CONTROL |
| T_1 | TRAFFIC SIGNAL POLE |
| T_2 | TELEPHONE BOX |
| F_0 | FLOOD LIGHT |
| S_0 | FLAG POLE |
| S_1 | TRAFFIC SIGNAL |
| S_2 | 1/2-INCH IRON ROD |
| IRS | W/PAACHEO KOCH CAP SET |
| (C.M.) | CONTROLLING MONUMENT |
| — | PROPERTY LINE |
| — | FENCE |
| (P) | COORDINATE DESIGNATION |
| X | PROPOSED FENCE |



VICINITY MAP
(NOT TO SCALE)

ALL DIMENSIONS ARE TO
FACE-OF-CURB UNLESS
OTHERWISE NOTED

DEVELOPER

PROLOGIS, L.P.
2021 MCKINNEY AVENUE, SUITE 150
DALLAS, TEXAS 75201
P: 770-652-2273
E: JDELVAC@PROLOGIS.COM

ENGINEER

TATE BRAUN, P.E.
PACHECO KOCH CONSULTING ENGINEERS, INC.
7557 RAMBLER RD. #1400
DALLAS, TEXAS 75231
P: 972-235-3031
E: TBRAUN@PKCE.COM

PRELIMINARY

NOT FOR CONSTRUCTION
THIS DOCUMENT IS ISSUED FOR THE
PURPOSE OF SCHEMATIC REVIEW ONLY
AND IS NOT INTENDED FOR PERMITTING,
BIDDING, OR CONSTRUCTION PURPOSES.
PLANS PREPARED UNDER THE DIRECT
SUPERVISION OF TATE B. BRAUN, P.E.
PLAS REGISTRATION NO. 131167
DATE: 02/09/2022

CASE NO. STP-21-11-0013

ISSUED FOR PRELIMINARY PRICING PURPOSES ONLY
(SUBJECT TO REVISION PRIOR TO CONSTRUCTION)

THESE DOCUMENTS HAVE BEEN PREPARED BY THE ENGINEER WITH THE INTENT OF COMPLYING WITH ALL CITY STANDARD REQUIREMENTS. THESE DOCUMENTS HAVE NOT BEEN APPROVED OR RELEASED FOR CONSTRUCTION BY THE CITY AS OF THIS DATE, AND THEREFORE, REVISIONS MAY BE REQUIRED PRIOR TO CONSTRUCTION. BY ANY USE OF THESE DOCUMENTS, THE USER AFFIRMS THEIR UNDERSTANDING OF THE PRELIMINARY STATUS OF THE PLANS AND THE POTENTIAL FOR REVISION PRIOR TO ANY CONSTRUCTION.

| NO. | DATE | REVISION |
|-----|------|----------|
|-----|------|----------|

Pacheco Koch 7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

SITE PLAN

PROLOGIS JANUARY LANE

| |
|-----------------------|
| LOT 1, BLOCK A |
| 9.28 ACRES |

CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS

| DESIGN | DRAWN | DATE | SCALE | NOTES | FILE | NO. |
|--------|-------|------|-------|-------|------|-----|
|--------|-------|------|-------|-------|------|-----|

| | | | | | | |
|-----|-----|-------------|--------|--|--|--------------|
| TBB | JBG | FEB 2022 | 1"=40' | | | SP1-1 |
|-----|-----|-------------|--------|--|--|--------------|

PK FILE: 3589-21.113

PK-3589-21.113_SITEPLAN.DWG

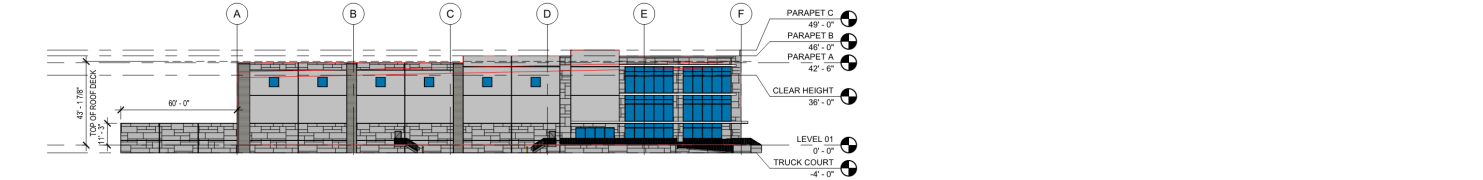
DALLAS COUNTY
MAPSCO 51-A



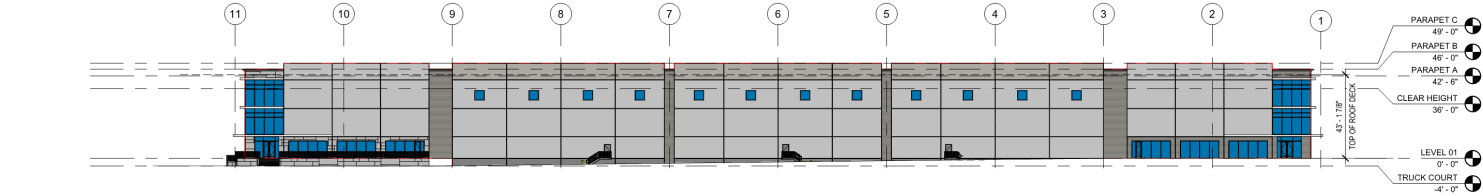
PK FILE: 3589-21.113

SD-2 OVERALL ELEVATIONS

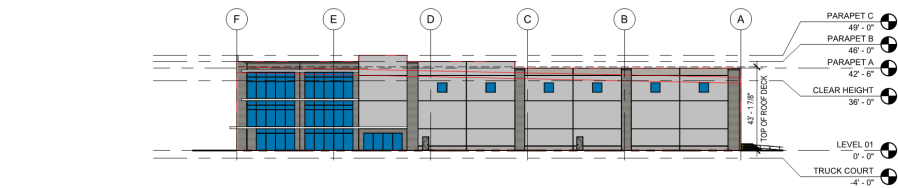
SCALE: 1/32" = 1'-0"



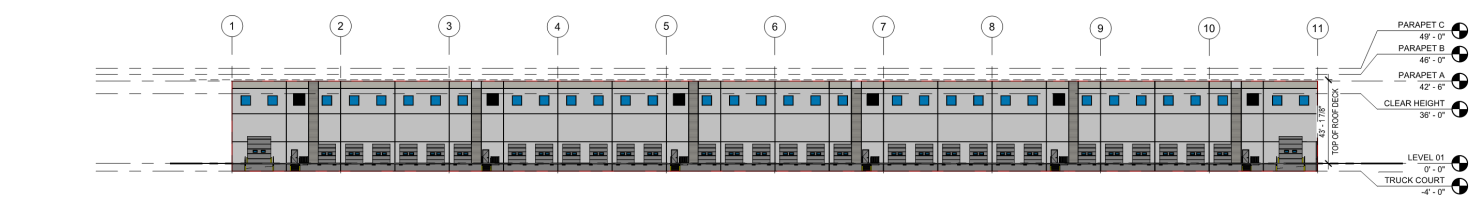
1 SD - EAST ELEVATION
SD-2 Scale: 1/32" = 1'-0"



2 SD - NORTH ELEVATION
SD-2 Scale: 1/32" = 1'-0"



3 SD - WEST ELEVATION
SD-2 Scale: 1/32" = 1'-0"



4 SD - SOUTH ELEVATION
SD-2 Scale: 1/32" = 1'-0"

*PRELIMINARY NOT FOR CONSTRUCTION, PERMIT, OR REGULATORY APPROVAL. *RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTOREALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND SHOULD BE CONSIDERED PRELIMINARY AT ALL STAGES.
*ALL BUILDING AREAS ARE APPROXIMATE UNTIL BUILDING FOOTPRINT / ENTRY DESIGNS ARE FINALIZED.

JANUARY LANE
A PROJECT FOR
PROLOGIS - PLD



SD-3

BUILDING IMAGE



*PRELIMINARY NOT FOR CONSTRUCTION, PERMIT, OR REGULATORY APPROVAL. *RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTOREALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND SHOULD BE CONSIDERED PRELIMINARY AT ALL STAGES.
*ALL BUILDING AREAS ARE APPROXIMATE UNTIL BUILDING FOOTPRINT / ENTRY DESIGNS ARE FINALIZED.

JANUARY LANE
A PROJECT FOR
PROLOGIS - PLD



01/26/2022

Author 211079



CITY OF GRAND PRAIRIE ORDINANCE

MEETING DATE: 02/15/2022

REQUESTER: Monica Espinoza, Executive Assistant

PRESENTER: Savannah Ware, AICP, Chief City Planner

TITLE: SUP-21-10-0016 - Specific Use Permit for Hookah Lounge – 906 W Pioneer Pkwy, Ste 250 (City Council District 2). Specific Use Permit for Amusement Services to allow a hookah lounge. Lot 2, Block 1, Gibson Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-394 with General Retail (GR) uses, within the SH-161 Corridor Overlay District, and addressed as 906 W Pioneer Pkwy, Ste 250 (On December 13, 2021, the Planning and Zoning Commission recommended denial by a vote of 7-0)

APPLICANT: SFK, Investment LLC, Atiah Khaled

RECOMMENDED ACTION: Staff is unable to recommend approval of the request without an operational plan and measures that address security concerns.

SUMMARY:

Specific Use Permit for Amusement Services for Amusement Services to allow a Hookah Lounge. Lot 2, Block 1, Gibson Addition, City of Grand Prairie, Dallas County, Texas, Zoned PD-394, within the SH-161 Corridor Overlay District, and addressed of 906 W Pioneer Pkwy, Ste 250.

PURPOSE OF REQUEST:

The applicant seeks a Specific Use Permit (SUP) approval for a hookah lounge at 906 W Pioneer Pkwy, Suite 250. This land use is classified under the North American Industry Classification System (NAICS) code under amusement services. The Unified Development Code (UDC) requires a SUP for this land use classification.

The purpose of the Specific Use Permit process is to identify those uses which might be appropriate within a zoning district, but due to either their location, functional or operational nature, could have a potentially negative impact upon surrounding properties; and provide for a procedure whereby such uses might be permitted by further restricting or conditioning them to eliminate such probable negative consequences.

The City Council may establish conditions of operation, location, arrangement, and construction of any authorized special use. Additionally, development standards and safeguards may be added to provide for the welfare and protection of adjacent properties and citizens that may be affected by this use.

ADJACENT LAND USES:

The following table summarizes the zoning designation and existing use for the surrounding properties.

Table 1. Zoning and Land Use

| Direction | Zoning | Existing Use |
|-----------|--|----------------------------|
| North | Planned Development (PD-394) Multi-family | Vacant |
| South | General Retail (GR) | Towne Square retail center |
| West | General Retail (GR) | SpeedClean Car Wash |
| East | General Retail (GR) | CVS |

HISTORY:

- October 15, 2019: City Council approved a Planned Development (PD-394) for Multi-family and General Retail (GR) uses for the property (Case Number Z191001/SP191005).

PROPOSED USE CHARACTERISTICS AND FUNCTION:

The General Retail (GR) zoning district requires a Specific Use Permit (SUP) for Amusement Services. There will be no alcohol served or consumed on the site including BYOB. The operations plan states that the lounge will be a place where people can do schoolwork, conduct business, hang out, and smoke hookahs. The location will be equipped with big screen televisions and WiFi. There are no plans for security and the hours of operation are from 10 AM to 12 AM.

ZONING REQUIREMENTS:

Parking Requirements

The property is subject to parking requirements in Article 10 of the UDC. The following table summarizes these requirements.

Table 3. Parking Summary

| Standard | Required | Proposed | Meets |
|---------------------------------|----------|----------|-------|
| Retail One (1) Space Per 200 SF | 12 | 12 | Yes |

ANALYSIS:

The Grand Prairie Police Department (GPPD) submitted written opposition to the request due to concerns with potential negative impacts of the proposed use. GPPD investigated a range of offenses at an existing hookah lounge in Grand Prairie and notes that other cities are experiencing similar law enforcement challenges related to hookah lounges. GPPD's concern with the use is exacerbated by the proposed location's proximity to SH-161 and future apartments, noting that the heavy concentration of residents and motorists heightens the concern of a risk to public safety.

RECOMMENDATION:

- On December 13, 2021, the Planning and Zoning Commission recommended denial by a vote of 7-0. Denial of a request by the Planning and Zoning Commission by a vote of six or more is considered final, with no action required by City Council unless the applicant submits an appeal. The applicant appealed the decision and requested that the case be heard by City Council.
- Staff is unable to recommend approval of the request without an operational plan and measures that address security concerns.

BODY:

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE ZONING ORDINANCE AND MAP BY SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY FOR A SPECIFIC USE PERMIT FOR AMUSEMENT SERVICES TO AUTHORIZE THE USE AND OPERATION OF A HOOKAH LOUNGE: BEING SUITE 250 OF 906 W PIONEER PKWY, LEGALLY DESCRIBED AS LOT 2, BLOCK 1, GIBSON ADDITION, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS; SAID ZONING MAP AND ORDINANCE BEING NUMBERED ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION

WHEREAS, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and Map of said city so as to amend the zoning designation of said site to include a Specific Use Permit for Amusement Services to authorize the use and operation of a Hookah Lounge; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on December 13, 2021, after written notice of such public hearing before the Planning and Zoning Commission on the proposed Specific Use Permit had been sent to owners of real property lying within 300 feet of the property on which the creation of a Specific Use Permit for Amusement Services is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 7 to 0 to recommend denial to the City Council of Grand Prairie, Texas, that said Zoning Ordinance and Map be amended to allow a Specific Use Permit for a hookah lounge land use; and

WHEREAS, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on February 15, 2022, to consider the advisability of amending the Zoning Ordinance and Map, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the, Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the Specific Use Permit and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the specific use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Grand Prairie, Texas, has changed in character since the enactment of the original Zoning Ordinance to the extent that a specific use may be made of said property as herein provided and by reason of changed conditions, does consider and

find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

SECTION 1. Ordinance Number 4779, being the Unified Development Code of the City of Grand Prairie, Texas, showing the locations and boundaries of certain districts, and said Zoning Ordinance and Map having been made a part of an Ordinance entitled:

"THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRAND PRAIRIE, TEXAS, AS PASSED AND APPROVED BY THE CITY COUNCIL ON THE 20TH DAY OF NOVEMBER, 1990, TOGETHER WITH ALL AMENDMENTS THERETO AND ENACTING A REVISED ORDINANCE ESTABLISHING AND PROVIDING FOR ZONING REGULATIONS; CREATING USE DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN..."

passed and approved November 20, 1990, as amended, is hereby further amended so as to establish a Specific Use Permit for Amusement Services to authorize the use and operation of a Hookah Lounge, being Suite 250 of 906 W Pioneer Pkwy, legally described as Lot 2, Block 1, Gibson Addition, City of Grand Prairie, Dallas County, Texas, as depicted in Exhibit A – Location Map, attached hereto.

SECTION 2. The purpose of this Ordinance is to provide the appropriate restrictions and development controls that ensure this Specific Use Permit is compatible with the surrounding development and zoning and to also ensure that the development complies with the City's Comprehensive Plan and Unified Development Code.

SECTION 3. For development and operations for Amusement Services, the following standards and conditions are hereby established as part of this ordinance:

1. The development and operations shall adhere to the City Council approved Exhibit B - Site Plan and Exhibit C - Operations Plan.

SECTION 4. The operations shall comply with the following:

1. By this Ordinance, this Specific Use Permit shall automatically terminate in accordance with Section 5.4.1 of the Unified Development Code if a Certificate of Occupancy is not issued for said use within one (1) year after City Council adoption of this Ordinance, or upon cessation of said use for a period of six (6) months or more.
2. It shall be unlawful for the owner, manager, or any person in charge of a business or other establishment to violate the conditions imposed by the City Council when a Specific Use Permit is granted, and the violation of those conditions could result in a citation being issued by the appropriate enforcement officers of the City of Grand Prairie. Violation of this provision may be punishable in accordance with Section 1-8 of the Code of Ordinances of the City.
3. This Specific Use Permit shall run with the land and therefore may be transferred from owner to owner; however, each new owner shall obtain a new Certificate of Occupancy.
4. The Certificate of Occupancy shall note the existence of this Specific Use Permit by its number and title.
5. The operation of the facility shall be in strict compliance with all requirements of the Environmental Services Department, Building Inspections, Police Department and Fire Administration.
6. Any unsafe or unauthorized operations or activities may be determined as grounds for revocation of the Specific Use Permit by the City Council.

SECTION 5. It is further provided that in the case a section, clause, sentence or part of this Ordinance shall be deemed or adjudicated by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 6. A violation of this Ordinance is a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas. The penalty provided herein shall be cumulative of other remedies provided by State law, and the power of injunction as provided in Texas Local Government Code Section 54.016, as amended, may be exercised in enforcing this ordinance whether or not there has been a complaint filed.

SECTION 7. The Unified Development Code of the City of Grand Prairie, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

SECTION 8. The terms and provisions of this Ordinance are severable and are governed by Section 1-4 of the Code of Ordinances of the City of Grand Prairie, Texas.

SECTION 9. All ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 10. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15TH DAY OF FEBRUARY 2022.

ORDINANCE NO. #-2022

SPECIFIC USE PERMIT NO. #

CASE NO. SUP-21-10-0016

Exhibit A - Location Map
Page 1 of 1

Item 22.



To whom it may concern

This is SFK investment LLC Zaza Hookah Lounge at 906 W.pioneer Pkwy suit 250 Here some idea what we need to do at the at the Hookah lounge is going to be family business plus business meeting where people can come and do business and hung out do some work and enjoy their smoking hookah plus WiFi with big screen TVs so Students at college can do their home work or online school also can enjoy watch. There is no DJ no security need to be there or party after Hours we just Focus on family where people they can find a nice place with nice music and chill out. The Operate hours going to be from 10am to 11:59pm
Best Regards
Khaled Atiah 972-658-0188
Faris Saddeh 940-595-1287



December 8, 2021

Grand Prairie Planning and Zoning Commission
300 W. Main Street
Grand Prairie, Texas 75050

Re: Specific Use Permit for Hookah Lounge-906 W. Pioneer

Honorable Commission Members,

This letter is to formally assert the Grand Prairie Police Department's opposition to the Specific Use Permit requested for a hookah lounge located at 906 W. Pioneer Parkway, Grand Prairie, Texas. Within the past year, the Dallas/Fort Worth Metroplex has seen a surge of hookah lounges which, in the case of at least Grand Prairie, Irving, and Carrollton, have created law enforcement challenges. In 2021, the Grand Prairie Police Department investigated a wide range of offenses at an already established hookah lounge in our city. These offenses include Indecent Assault, Unlawful Restraint, unlawfully carrying weapons, incidents involving stolen vehicles, and narcotics. We have also investigated incidents of firearms being discharged at or near the location. While I understand law enforcement challenges with businesses are often tied to poor management, this business model has been a challenge for neighboring cities as well.

The City of Irving has made 64 arrests from a single lounge for a variety of reasons including fights, narcotics, and weapons. This has prompted their city to take proactive steps to pursue a nuisance abatement. The City of Carrollton is also experiencing challenges with 8 of their lounges for similar type offenses but also including a Sexual Assault.

The concerns raised by these experiences are further increased due to the proposed location of this hookah lounge. The proposed location is within close proximity to Hwy 161 and part of a planned development which includes apartments. The heavy concentration of residents and motorists heightens my concern of an elevated risk to public safety.

While I support business in our city and encourage economic development, it is my opinion this proposed development is not in the best interests of our community or their safety and respectfully request you deny the proposed Specific Use Permit.

Respectfully,

A handwritten signature in blue ink, appearing to read "Daniel Scesney".

Daniel Scesney, Chief of Police
Grand Prairie Police Department

Infractions on Applicant's Current Business (Super Fun Smoke Shop)

Item 22.

| | |
|------------|--|
| 12/15/2021 | Selling Tobacco to Minor |
| 12/01/2021 | Selling Tobacco to Minor |
| 11/04/2021 | Selling Tobacco to Minor |
| 04/14/2021 | Possession of Drug Paraphernalia (Customer/ Parking lot) |
| 04/14/2021 | Possession of Drug paraphernalia and Unlawfully Carrying a Firearm (Customer/ Parking lot) |
| 03/31/2021 | Possession of a Controlled Substance- Methamphetamine (Customer/ Parking lot) |
| 03/4/2021 | Selling Tobacco to Minor |
| 01/21/2021 | Keeping a Gambling Place |
| 01/07/2021 | Selling Tobacco to Minor |
| 12/29/2020 | Theft of a Vehicle (Customer's car keys and subsequent car were stolen while she was inside the business playing on 8-liner machines) |
| 11/07/2020 | Possession of Drug Paraphernalia and Littering (Officers responded to person with a knife causing a disturbance at the business. Subsequently arrested for Methamphetamine pipe and littering) |
| 06/19/2020 | Tobacco Violation (Selling individual Cigarettes) |

*This list includes enforcement actions taken regardless of outcome as many incidents are currently pending in court.

DFW Hookah Incidents

Item 22.

Grand Prairie Police Offense Reports –Luxx Sport Hookah Lounge

- Burglary of a Building
- Indecent Assault
- Selling Tobacco to Minor
- Unlawful Restraint

Irving Police Department Hookah Offense Reports-King Tut Lounge

- Multiple arrests related to Possessing Methamphetamine, Cocaine, MDMA, and other narcotics
- Multiple Arrests involving Unlawfully Possessing Firearms
- Shots fired
- Indecent Assault
- Public Intoxication
- Security Assaulted with Bottle
- DWI after leaving establishment
- Disturbances
- 64 Total Arrests in 2021

Lewisville Police Department Hookah Offense Reports-Luxor Hookah

- Fights including one involving 15 people
- Multiple Noise complaints
- Multiple Disturbances
- Harassment
- Suspicious Activity
- Warrant Arrests

Carrollton PD –Kings Kafe Hookah

- Shooting involving over 40 shell casings and 1 man being shot. Multiple Firearms recovered. <https://www.fox4news.com/news/police-investigating-shootout-outside-carrollton-hookah-lounge-that-injured-2>

Carrollton PD-Cru Lounge (Aug-Nov 2021Only) Certificate of Occupancy Revoked


- Assaults
- Felon in Possession of Firearm
- Sexual Assault
- Theft of Firearm
- Unauthorized Use of Vehicle
- Damaged Property
- Blocking an exit
- Locking an exit
- Placement of combustible materials on wall surfaces. Failing to remedy Fire Code Violations
- 164 Calls for Service

Denton Police Department Hookah Offense Reports:

- 3 Aggravated Assaults since July 2021
- Armed security officer assaulted
- Problems with the crowd being assaultive/aggressive
- Sales of Alcohol to Intoxicated Persons
- Business operated in a manner to allow breach of peace
- Business operated in a manner to allow aggravated breach of peace W/ serious bodily injury

Recent Texas Hookah Incidents

Item 22.

 Click2Houston

Gunmen sought after woman killed, 2 men wounded in shooting outside SW Houston hookah lounge

HOUSTON – A woman was killed and two men were injured when gunfire broke out outside a southwest Houston hookah lounge early Saturday,...

4 weeks ago



 Dallas Morning News

Two people injured during shootout outside Carrollton hookah bar, police say

Police were dispatched around 2:30 a.m. to Kings Kafe Hookah Lounge on West Frankfort Road, near Interstate 35E, where two men, ages 19 and 29,...

Sep 26, 2021



 KNOE

Monroe and Grambling men shot at Texas hookah bar

Monroe and Grambling men shot at Texas hookah bar ... MONROE, La. (KNOE) - A shooting near Dallas, Texas, hospitalized two men from the ArkLaMiss.

Sep 27, 2021



 KVUE

Man facing murder charge for deadly Downtown Austin nightclub shooting

AUSTIN, Texas – Editor's note: The above video is from March 15 when ... the Swing Hookah Lounge at approximately 4:15 a.m. on March 14.

Mar 14, 2021




 KIII

Early morning shooting results in death of one man outside hookah lounge

CORPUS CHRISTI, Texas – A man in his 30's died, after an early morning shooting outside of a Corpus Christi hookah lounge.

Sep 26, 2021



 ABC13

5 people injured in drive-by shooting at Azuza Hookah Lounge on Washington Ave.

HOUSTON, Texas (KTRK) – Five people were injured when someone fired ... past Azuza Hookah Lounge, firing shots around 1:45 a.m. Tuesday.

Jun 8, 2021



 KRIS-TV

Late-night hookah lounge complaints lead to planned CCPD enforcement

CORPUS CHRISTI, Texas – City Councilman Roland Barrera said his constituents are worried about the loud noises coming from The Vibe Hookah...

Dec 1, 2021



 12NewsNow.com

Man shot, injured at Beaumont hookah bar on I-10 early Sunday morning

BEAUMONT, Texas – A man was shot at a hookah bar on Interstate 10 in Beaumont early Sunday morning. Beaumont Police officers went to the Exstasy...

Jan 31, 2021





CITY OF GRAND PRAIRIE RESOLUTION

MEETING DATE: 02/15/2022

REQUESTER: Rashad Jackson, AICP

PRESENTER: Rashad Jackson, Director of Planning & Development

TITLE: Resolution of Support or Resolution of No Objection for a Senior Living Tax Credit Housing Development at 1410 Duncan Perry Road (City Council Development Committee reviewed on 02/15/2022)

RECOMMENDED ACTION: Either Approve, No objection or No response. The property is currently zoned PD-118 (General Retail & Multifamily-1)

ANALYSIS:

City staff has received an inquiry from Saigebrook Development and O-SDA Industries to approve a resolution of support for a Senior Living Tax Credit Housing Development called Lapiz Flats. Lapiz Flats is a proposed 69 unit mixed-income community serving seniors at least 55 and older. The proposed project is located at 1410 Duncan Perry Road on 2.4 acres. Project details are attached.

The property is currently zoned PD-118 (General Retail & Multifamily-1). Records show the specific property, 1410 Duncan Perry, was the retail portion of PD-118 and intended to develop as such. The future land use plan calls for the property to develop as High Density Residential.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS IN SUPPORT OF THE SUBMISSION OF AN APPLICATION TO THE 2022 COMPETITIVE HOUSING TAX CREDIT (HTC) PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) BY SAIGEBROOK DEVELOPMENT, LLC AND O-SDA INDUSTRIES, LLC FOR THE NEW CONSTRUCTION OF AFFORDABLE SENIOR HOUSING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Saigebrook Development, LLC (Saigebrook) and O-SDA Industries, LLC (O-SDA), (“Applicant”) has requested support from the City of Grand Prairie for the new construction of 69 units located at 1410 Duncan Perry Road, Grand Prairie, Dallas County, Texas (the “Development”); and

WHEREAS, the Applicant has advised that it intends to submit an application to the Texas Department of Housing and community Affairs (“TDHCA”) for an allocation of 2022 Competitive 9% Housing Tax Credits (“HTC”) for the new construction of Lapiz Flats; and

WHEREAS, pursuant to the rules that govern the allocation of HTC's by TDHCA, an applicant who provides a resolution of support from the governing body of a local political subdivision to the Development will improve the overall success of its application; and

WHEREAS, pursuant to the rules that govern the allocation of HTC's by TDHCA, an applicant who provides a resolution from the governing body of a local political subdivision agreeing to commit a minimum of \$500.00 of funding assistance to the Development will improve the overall success of its application; and

WHEREAS, the Applicant has requested a commitment of required funding assistance for \$500.00 for its application in the form of reduced fees for the benefit of the Development from the City of Grand Prairie for its application to TDHCA for the new development of affordable senior housing.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, THAT:

SECTION 1. The City of Grand Prairie, acting through its governing body, hereby confirms that it supports, approves the tax credit application for the proposed new construction of Lapiz Flats by Saigebrook Development, LLC (Saigebrook) and O-SDA Industries, LLC (O-SDA), located at 1410 Duncan Perry Road, and that this formal action has been taken to put on record the opinion expressed by the City of Grand Prairie in Dallas County on February 15, 2022, and

SECTION 2. The City of Grand Prairie, will commit a funding amount to the Development of waiving or reducing the Building Permit Fee in a minimum amount of \$500.00 should the project be selected for funding; and

SECTION 3. Notwithstanding anything herein to the contrary, the funding commitment by the City of Grand Prairie, shall be contingent on the Applicant's receipt of commitment of HTC's for the Development from TDHCA; and

SECTION 4. The City of Grand Prairie, Dallas County, Texas hereby supports the proposed new development of Lapiz Flats, to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(a)(4), and

SECTION 5. For and on behalf of the Governing Body, Ron Jensen, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs; and

SECTION 6. The City of Grand Prairie is not a related party to the Applicant, and any funding assistance committed by the City to the new development of Lapiz Flats pursuant to this resolution will not have been first provided to the City by the Applicant or any related party to the Applicant.

SECTION 7. This Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF FEBRUARY 2022.

APPROVED:

Ron Jensen, Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

Lapiz Flats

1410 Duncan Perry Rd, Grand Prairie TX 76011



2022 Housing Tax Credit Resolution Application
Submitted to the City of Grand Prairie
January 6th, 2022



January 6, 2022

Planning & Development Director
City of Grand Prairie
300 W. Main Street
Grand Prairie, TX 75051

Re: Proposed 9% Housing Tax Credit Project

City of Grand Prairie,

We are most pleased on behalf of our development team, Saigebrook Development, LLC (Saigebrook) and O-SDA Industries, LLC (O-SDA), to submit this application for support for a proposed 9% Housing Tax Credit (HTC) project, Lapiz Flats. We are excited about the possibility of working with the City of Grand Prairie on the proposed development.

Saigebrook Development and O-SDA Industries have specialized in providing first class affordable and workforce housing communities in urban core and suburban areas since 1996. Ms. Stephens and Ms. Lasch have secured 29 allocations of 9% Housing Tax Credits in the last 10 application cycles in Texas and have financed and closed approximately 6,000 units in the southeastern United States.

Lapiz Flats is a proposed mixed-income community serving seniors at least 55 and older on a ± 2.4 acres located at 1410-1430 Duncan Perry Road.

We are requesting a City of Grand Prairie resolution of support for this project before our tax credit deadline of March 1st, 2022. As well as the city resolution of support for this 9% Housing Tax Credit application, we would also like to request the minimal city contribution in order to receive the point (1) for a commitment of local development funding.

Thank you for the opportunity to submit this request. We look forward to answering any questions you may have. Please contact Megan Lasch at megan@O-SDA.com or at (830) 330-0762 concerning this application.

Sincerely,

Megan Lasch



Section I: General Information

Contact Information

Development name: **Lapiz Flats**
Development location: 1410-1430 Duncan Perry Road, Grand Prairie TX 76011

Development companies: **Saigebrook Development**
220 Adams Dr., Ste 280, PMB # 138
Weatherford, TX 76086

O-SDA Industries
5501-A Balcones Dr. #302
Austin, Texas 78731

Primary contacts: **Megan Lasch**
Megan@o-sda.com
830-330-0762

Lisa Stephens
Lisa@saigebrook.com
352-213-8700

Experience Certification and Statement

Please see the following attachments:

Attachment A: Key Information on Saigebrook Development and O-SDA Industries

Attachment B: Development Experience Master List

Attachment C: Saigebrook Experience Certification

Attachment D: O-SDA Experience Certification

Organization Chart and Owner's Ownership Structure

Please see Attachment E: Organization Chart and Owner's Ownership Structure

Management

The developers, will retain long-term ownership of the property. Onsite property management will be provided by Accolade Property Management, who manage the developers' entire Texas portfolio. Accolade is a boutique firm based in Irving, Texas that specializes in the management of workforce and affordable housing. This site will have a full-time onsite property manager and a full-time onsite maintenance person.

Please see Attachment F: Accolade Property Management Resume



Section II: Project Description

Project Description and General Overview

Project Type: New Construction

Total units: 69 units

Population to be served: Senior at least 55 and older

Bedroom size mix:

1 BR/1 Bath (650 sf): 51 units

2 BR/2 Bath (850 sf): 18 units

Proposed gross rents for low income and market rate units:

The rent and income limits for Housing Tax Credit units are based on the household income level and the number of bedrooms in the unit. These limits are generated by the U.S. Department of Housing and Urban Development each year and generally released in the first quarter of the year. The 2021 program rent limits for each area median income are shown in the table below. These are gross rents before deduction of any allowance for tenant paid utilities. Estimates of utility costs (known as utility allowances) will be deducted from these gross rents to determine net tenant paid rents. Utility allowances are either provided by an engineer in accordance with a HUD approved model or by the local housing authority and they are also updated annually.

30% MFI:

1 br: \$454 / month

2 br: \$546 / month

50% MFI:

1 br: \$758 / month

2 br: \$910 / month

60% MFI:

1 br: \$909 / month

2 br: \$1,092 / month

Market rate:

1 br: \$1,213 / month

2 br: \$1,456 / month

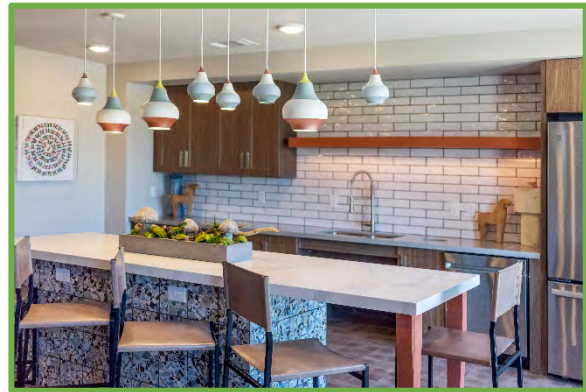
Income averaging will not be utilized.



Unit and Development Amenities

Unit amenities will include Energy Star appliances, solid-surface countertops, tile kitchen backsplashes, resilient hard-surface flooring, tile tub surrounds, washer/dryer hookups.

Community amenities will include on-site leasing center, elevator served building, community room with kitchen, outdoor community courtyard, fitness center, cyber lounge, and community-designed public art.





Development timeline if awarded credits

| | |
|-----------------------------------|--|
| January 7, 2022: | Submit TDHCA Pre-Applications |
| February 2022: | City of Grand Prairie Support |
| March 1st, 2022: | Submit Full Application |
| March-July 2022: | TDHCA Scoring and Underwriting |
| May 15, 2022: | TDHCA issues Scoring Notices to “Competitive” Applications |
| May 2022: | Finalize Zoning |
| July 28, 2022: | TDHCA Award Approval |
| July-December 2022: | Construction Drawings and Permits |
| January 2023 – March 2024: | Construction |
| January – March 2024: | Pre-leasing and construction completion |
| March – August 2024: | Lease-up and full occupancy |

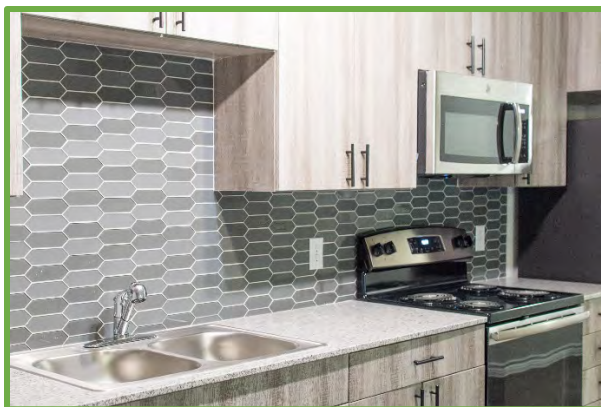


Energy Efficient Measures

Even before the current emphasis on Green methods and their employment in affordable housing, the development team strived to promote energy and natural resource conservation in its communities. These efforts have had a significant positive impact in the cost of operations, and the out of pocket costs of our residents.

Energy efficiency measures construction will use the ICC 700 National Green Building Standard, and may include, but is not limited to:

- ICC 700 National Green Building Standard
- Low or no VOC paint
- Use of Xeriscape landscape plantings to reduce use of water resources;
- Attic insulation of R-38 batts or greater; Wall insulation of R-20 or greater
- Windows with a shading coefficient of .67 or greater; pre-finished, Low-E
- Energy conserving lighting; 100% of lights with occupancy sensors in common areas to reduce lighting when not occupied
- Low-flow fixtures and water conserving faucets, shower heads, etc.;
- High efficiency (1.28 gpf) toilets
- Energy Star or equivalent bath fans
- HVAC of 14 SEER or greater
- Energy efficient appliances such as dishwashers and refrigerators Energy Star or equivalent
- Use of fluorescent and LED interior lighting and ceiling fans
- Installation of formaldehyde free insulation; with high recycled content
- Healthy flooring materials and adhesives
- Local community resources
- Walkable locations when possible
- Resident education of green building items, low energy appliances, recycling opportunities, and availability of renewable energy providers.





Sustainable Building Materials

The exterior of the building will have cementitious siding as well as masonry. A 30-year architectural shingle roof will be used. The interior of the units will feature resilient and sustainable finishes such as tiled tub surrounds, vinyl wood-look flooring (no carpeting), floor has a seven year wear layer, solid-surface or granite countertops and tiled kitchen backsplashes

Site Control

Please see Attachment G: Executed Purchase and Sale Agreement.

Location

Address: 1410-1430 Duncan Perry Rd Grand Prairie TX

Please see Attachment H: Area Profile Analysis

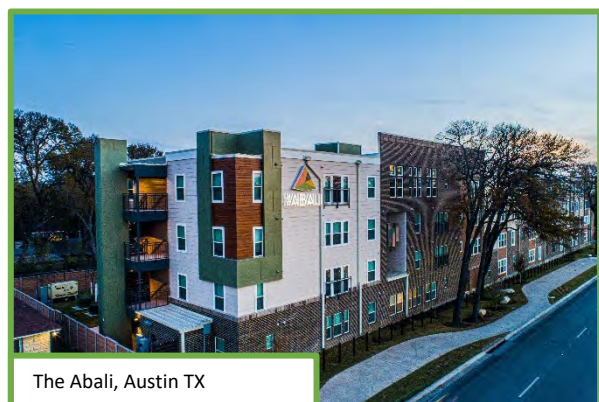
Unique

In each one of our communities, we commission a local artist to create an original sculpture, mosaic, or other form of artwork. Our continued commitment to local public art aims to create a sense of place and community at each property. Often local children are provided the opportunity to participate in the artist's creation, thereby creating a sense of pride and achievement within their neighborhood.

The senior property will be elevator served and will provide resident services to meet the need of the tenants. The development team will work with Accolade Property Management and local provider agencies to tailor onsite services that best fit Lapid Flat's residential needs. Residential supportive services might include: annual health fair & health screen services, health and nutrition courses, financial planning assistance & credit counseling, seminars and counseling services, annual income tax preparation, and computer proficiency classes.



Sunset at Fash Place, Fort Worth TX



The Abali, Austin TX

Attachment A

Key Developer Information



LISA STEPHENS

President

lisa@saigebrook.com

www.saigebrook.com



MEGAN

Item 23.

President

megan@o-sda.com

www.o-sda.com

ABOUT US

Saigebrook Development and O-SDA Industries are two powerhouse WBE- and HUB-certified real estate development firms that partner regularly to deliver first in class mixed-income housing communities. Together, they have been part of 30 successful Housing Tax Credit applications across the state of Texas.

Owner and principal of WBE- and HUB-certified Saigebrook Development, Lisa Stephens has specialized in providing first-class affordable and workforce housing communities since 1999. She has closed more than \$750 million of federal, state, and local competitive funds to date and constructed in excess of 5,000 apartment homes. Saigebrook Development offices in Weatherford, Texas.

Megan Lasch, owner and principal of MBE/WBE- and HUB-certified O-SDA Industries, has more than 14 years of experience in project management and consulting in the affordable housing industry, managing all aspects of project life cycles. Megan has a background in engineering, project management, real estate analysis, and design. O-SDA Industries is based in Austin, Texas.



OUR PROCESS

Saigebrook and O-SDA's dedicated team has built its reputation as a mixed-income housing developer that produces consistent quality, sustainability, innovative design, and long-term viability in each of its communities. The firms oversee every aspect of development, including but not limited to planning, environmental testing, design oversight, financing, permitting, construction, lease-up, and stabilization.

Saigebrook and O-SDA retain long-term ownership of all their properties, maintaining affordability and ensuring high-quality property management. Collectively, the Saigebrook and O-SDA team has extensive experience in all aspects of housing development, compliance and ownership.

OUR COMMUNITIES

Saigebrook and O-SDA specialize in affordable housing for families and seniors. Each property in our portfolio is unique, offering indoor and outdoor amenities that encourage compatibility, recreation and connectivity to the community. Typical amenities include fully-furnished leasing centers with community rooms, fitness centers, cyber lounges, BBQ grill stations and picnic tables, swimming pools, covered parking and local community-created art.

All of our affordable housing units are built with long-term sustainability and energy efficiency in mind. Unit amenities include Energy Star® appliances, granite countertops, kitchen backsplash tile, high efficiency lighting, resilient hard-surface flooring, spacious closets and storage, and tile tub surrounds.



Senior Living

Sunset at Fash Place, Fort Worth *Mixed-Income Senior Community*

Sunset at Fash Place is a first in class mixed income senior community in Fort Worth. The NGBS-Certified Apartments are divided between two and three-story buildings, including a clubhouse, amenities center, and central courtyard.

Everly Plaza, Fort Worth *Mixed-Income Senior Community*

Everly Plaza is an 88-unit urban-style senior development located in Fort Worth's desirable Near Southside neighborhood. The community was built in close partnership with Near Southside Inc. and includes community art gallery space which is donated to Near Southside Arts.



Senior Living



Mixed Income

Kestrel on Cooper, Arlington *Mixed-Income Family Community*

Kestrel on Cooper is a 90-unit mixed income family community. The 6.78-acre site includes a playground and outdoor BBQ and picnic area. This development was designed in close communication with The Heart of Arlington Neighborhood Association.

Attachment B

Development Schedule



| | PROPERTY | TYPE , STYLE & TENANT MIX | UNIT TYPE | FINANCING SOURCES | TOTAL DEVELOPMENT COST |
|---|--|--|---|--------------------|------------------------|
| Pre-Development | | | | | |
|  | Saison North 10010 N Capital of TX Highway Austin, TX 78759 | New Construction Family Affordable & Market Rate 30%, 50%, and 60% | 48 - 1 BR 44 - 2 BR 24 - 3 BR TOTAL = 116 | LIHTC - 9% (TDHCA) | \$32.5MM |
|  | June West 1200-1206 W Koenig Lane Austin, TX 78756 | New Construction Family Affordable 30%, 50%, 60%, and 80% | 31 - 0 BR 11 - 1 BR 24 - 2 BR 14 - 3 BR TOTAL = 80 | LIHTC - 9% (TDHCA) | \$20.3MM |
|  | Kiva East 4724 & 4806 East Side Ave. Dallas, TX 75226 | New Construction Family Affordable & Market Rate 30%, 50%, and 60% | 18 - 1 BR 48- 2 BR 21 - 3 BR TOTAL = 87 | LIHTC - 9% (TDHCA) | \$22.2MM |
|  | The Mulholland | New Construction Family Affordable & Market Rate 80% | 50 - 1 BR 90 - 2 BR 26 - 3 BR TOTAL = 166 | 51 @ 80 | \$31.2MM |
|  | The Hawthorne on McNeil | New Construction Family Affordable & Market Rate 80% | 20 - 1 BR 61 - 2 BR 25 - 3 BR TOTAL = 106 | 51 @ 80 | \$23.6MM |
| Under Construction | | | | | |
|  | Kestrel on Cooper 2017-2025 S Cooper Street Arlington, TX 76010 | New Construction Family Affordable & Market Rate 30%, 50%, and 60% | 21 - 1 BR 36 - 2 BR 27 - 3 BR 6 - 4 BR | LIHTC - 9% (TDHCA) | \$20.7MM |
|  | Vi Collina 2401 E Oltorf St Austin TX | New Construction Family 100% Affordable 30%, 50%, 60%, and 80% | 48 - 1 BR 81 - 2 BR 41 - 3 BR Total: 170 | LIHTC - 4% (TDHCA) | \$37.6 MM |
| DEVELOPMENTS COMPLETED | | | | | |
|  | Cielo Place 3111 Race Street Fort Worth, TX 76111 | Adaptive Reuse Family Affordable & Market Rate 30%, 50%, & 60% | 50 - 0 BR 11 - 1 BR 18 - 2 BR 12 - 3 BR Total: 91 | LIHTC - 9% (TDHCA) | \$22.2MM |
|  | Everly Plaza 1801-1821 8th Ave and 1801 Hurley Ave. Fort Worth, TX 76110 | New Construction Senior Affordable & Market Rate 30%, 50%, & 60% | 64 - 1 BR 24 - 2 BR Total: 88 | LIHTC - 9% (TDHCA) | \$19.4MM |
|  | The Abali 4603-4611 N IH 35 Austin, TX 78722 | New Construction Family Affordable & Market Rate 30%, 50%, and 60% | 16 - 0 BR 10 - 1 BR 19 - 2 BR 11 - 3 BR Total: 56 | LIHTC - 9% (TDHCA) | \$14.6MM |
|  | Sunset at Fash Place 2504 Oakland Blvd. Fort Worth, TX 76103 | New Construction Senior Affordable & Market Rate 30% 50% & 60% AMI | 50 - 1 BR 16 - 2 BR Total: 66 | LIHTC - 9% (TDHCA) | \$14.3MM |
|  | Canova Palms 1717 Irving Blvd Irving, Texas | New Construction Senior Affordable & Market Rate 30%. 50% & 60% AMI | 41 - 1BR 17 - 2 BR Total: 58 | LIHTC - 9% (TDHCA) | \$11.3MM |

| | PROPERTY | TYPE , STYLE & TENANT MIX | UNIT TYPE | FINANCING SOURCES | TOTAL DEVELOPMENT COST |
|---|--|---|--|---|------------------------|
|  | Alton Plaza 202 Whaley Street Longview, TX 75607 | New Construction Adaptive Reuse Family Affordable & Market Rate 30%. 50% & 60% AMI | 6 - 0BR 16 - 1BR 26 - 2 BR Total: 48 | LIHTC - 9% (TDHCA) | \$10.2MM |
|  | Elysium Grand 3300 Oak Creek Drive Austin, Texas | New Construction Podium Family Affordable & Market Rate 30%. 50% & 60% AMI | 18 - 1 BR 53 - 2 BR 19 - 3 BR Total: 90 | LIHTC - 4% (TDHCA) | \$19.6MM |
|  | Mistletoe Station 1916 Mistletoe Blvd. Fort Worth, TX 76104 | New Construction Garden Style & Podium Style Family Affordable & Market Rate 30%, 50% & 60% AMI | 21 - 1 BR 67 - 2BR 22 - 3BR Total: 110 | LIHTC - 9% (TDHCA) | \$28.2MM |
|  | Aria Grand IH35 & Woodland Drive Austin, TX 78704 | New Construction Podium Family Affordable & Market Rate 30%. 50% & 60% AMI | 12 - 1 BR 30 - 2 BR 28 - 3 BR Total: 70 | LIHTC - 9% (TDHCA) | \$16.8MM |
|  | Edgewood Place 617 Clinic Drive Longview, TX 75605 | New Construction Garden Style Family Affordable & Market Rate 30%. 50% & 60% AMI | 18 - 1BR 36 - 2BR 20 - 3BR Total: 74 | LIHTC - 9% (TDHCA) | \$13.4MM |
|  | Kaia Pointe 104 Bettie Mae Way Georgetown TX 78633 | New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI | 28 - 1 BR 56 - 2 BR 18 - 3 BR Total: 102 | LIHTC - 9% (TDHCA) \$13,530,000 | \$18.8MM |
|  | Stillhouse Flats 2926 Cedar Knob Road Harker Heights, TX 76548 | New Construction Garden Style & Townhomes Family Affordable & Market Rate 30%, 50% & 60% AMI | 22 - 1 BR 50 - 2 BR 24 - 3 BR Total: 96 | LIHTC - 9% (TDHCA) \$14,180,000 Local Government Contribution | \$16.8MM |
|  | LaMadrid Apartments 11320 Manchaca Road Austin, TX 78748 | New Construction Garden Style & Townhomes Family Affordable & Market Rate 30%, 50% & 60% AMI | 18 - 1 BR 53 - 2 BR 24 - 3 BR Total: 95 | LIHTC - 9% (TDHCA) \$13,380,000 City of Austin RHDA | \$20.4MM |
|  | Barron's Branch 817 Colcord Ave Waco, TX 76707 | New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI | 30- 1 BR 86 - 2 BR 48 - 3 BR 4 - 4 BR Total: 168 | LIHTC - 9% (TDHCA) \$20,331,756 | \$16.7MM |
|  | Art at Bratton's Edge 15405 Long Vista Dr Austin, TX 78727 | New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI | 16 - 1 BR 46 - 2 BR 16 - 3 BR Total: 78 | LIHTC - 9% (TDHCA) | \$14.3MM |
|  | Liberty Pass 17321 Lookout Road Selma, TX 78154 | New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI | 12 - 1 BR 62 - 2 BR 26 - 3 BR 4 - 4 BR Total: 104 | LIHTC - 9% (TDHCA) | |

| | PROPERTY | TYPE , STYLE & TENANT MIX | UNIT TYPE | FINANCING SOURCES | TOTAL DEVELOPMENT COST |
|--|---|---|---|------------------------------------|------------------------|
|  | Summit Parque 12777 Merit Drive Dallas, TX 75251 | New Construction Mid-Rise Family Affordable and Market Rate 30%, 50%, 60% AMI | 31 - 1 BR 49 - 2 BR 20 - 3 BR Total: 100 | LIHTC - 9% (TDHCA) \$14,870,000 | \$23.9MM |
|  | Saige Meadows 13488 Hwy 69N Tyler, TX 75706 | New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI | Flats: 22 - 1 BR 44 - 2 BR 4 - 3 BR Townhomes: 6 - 2 BR 16 - 3 BR Total: 92 | LIHTC - 9% (TDHCA) \$11,870,348 | \$9.4MM |
|  | La Ventana 2109 Texas 351 Abilene, TX 79601 | New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI | 16 - 1BR 36 - 2 BR 28 - 3 BR 4 - 4 BR Total: 84 | LIHTC - 9% (TDHCA) \$6,462,643 | \$9.5MM |
|  | Amberwood Place 411 W Hawkins Pkwy Longview, TX 75604 | New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI | 12 - 1 BR 32 - 2 BR 32 - 3 BR 2 - 4 BR Total Unit 78 | LIHTC - 9% (TDHCA) \$8,740,526 | \$10.MM |
|  | Tylor Grand 3702 Rolling Green Dr. Abilene, TX 79606 | New Construction Garden Style Family Affordable 30%, 50%, 60% AMI | 32 - 1 BR 64 - 2 BR 20 - 3 BR 4 - 4 BR Total Unit 120 | LIHTC - 9% (TDHCA) \$13,914,133 | \$1.6MM |
|  | The Roxton 307 N. Loop 288 Denton, TX 76209 | Rehab Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI | 16 - 1 BR 86 - 2 BR 24 - 3 BR Total: 126 | LIHTC - 9% (TDHCA) \$14,500,717 | \$18.6MM |



Cielo Place

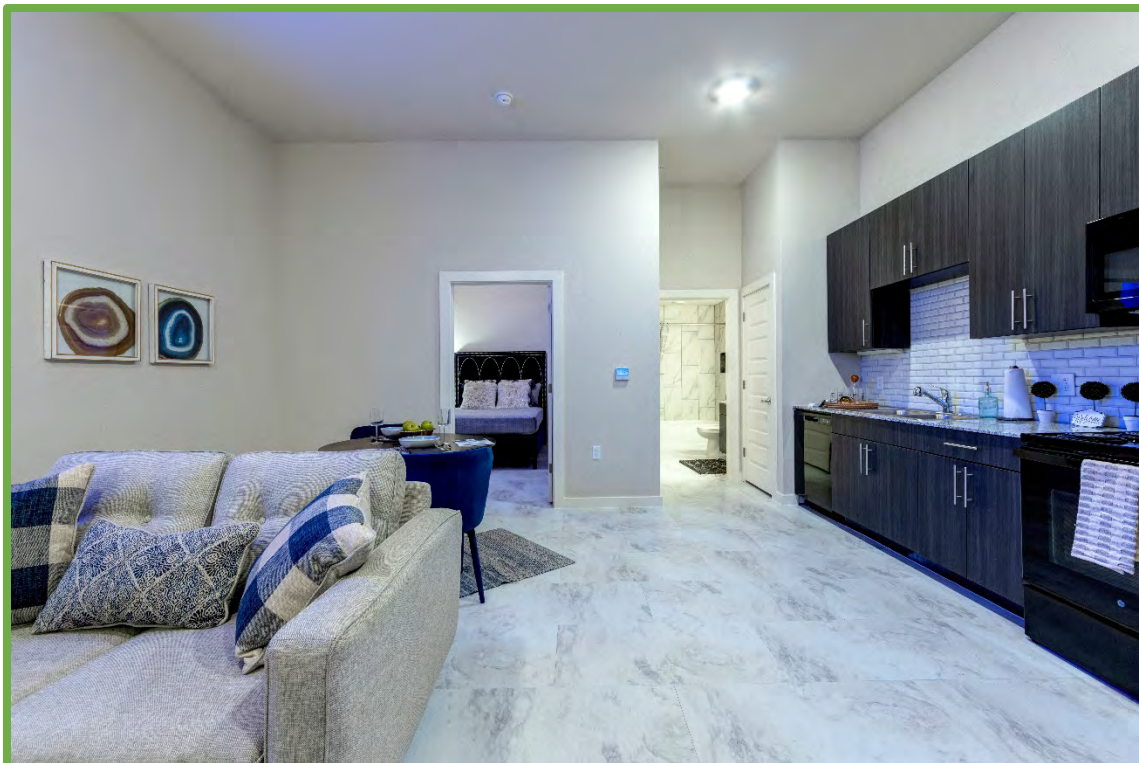
Saigebrook and O-SDA's family mixed-income housing community, located at 3111 Race St. Fort Worth, TX, is now fully leased, after completing construction in 2021. This project used Housing Tax Credits, as well as State and Federal Historic Tax Credits to save Fort Worth historic Riverside Baptist Church from demolition. Saigebrook and O-SDA restored the historic elements of the church and transformed the space into 91 units of mixed-income housing.



Cielo Place's central courtyard



Unit Interiors at Cielo Place



5501-A Balcones Dr. #302
Austin, TX 78731

Attachment C

Saigebrook Development Experience Certification





TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Greg Abbott
GOVERNOR

BOARD MEMBERS

J. Paul Oser, *Chair*
Juan S. Muñoz, PhD, *Vice Chair*
Leslie Bingham-Escareño
T. Tolbert Chisum
Tom H. Gann
J.B. Goodwin

December 28, 2016

Writer's direct phone # 512-475-1676
Email: marni.holloway@tdhca.state.tx.us

Ms. Lisa M. Stephens
c/o Alyssa Carpenter
1305 East 6th Street, Suite 12
Austin, Texas 78702

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Ms. Stephens:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.



If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

A handwritten signature in black ink, appearing to be 'Marni Holloway', written over a horizontal line.

Marni Holloway
Director of Multifamily Finance



Attachment D

O-SDA Industries Experience Certification



5501-A Balcones Dr. #302
Austin, TX 78731



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

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December 14, 2015

Writer's direct phone # 512-475-1676
Email: marni.holloway@tdhca.state.tx.us

Mrs. Megan Lasch
c/o Alyssa Carpenter
1305 East 6th Street, Suite 12
Austin, Texas 78702

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2016 UNIFORM MULTIFAMILY RULES

Dear Mrs. Lasch:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.

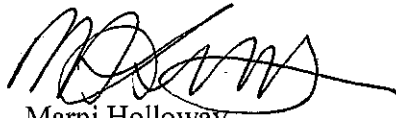


Page 2

certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.

If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Holloway', with a long horizontal flourish extending to the right.

Marni Holloway
Director of Multifamily Finance

Attachment E

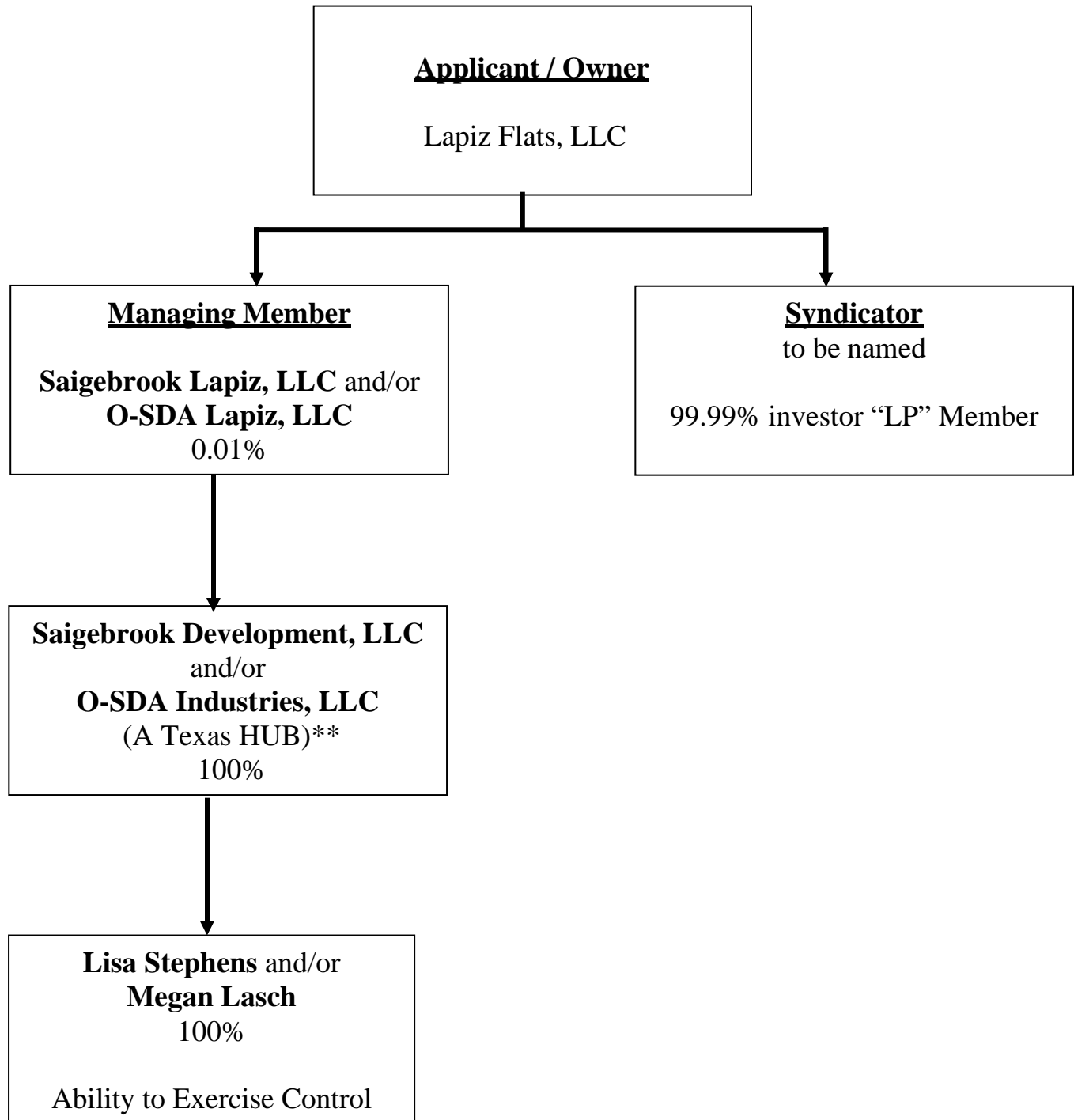
Organizational Charts



Lapiz Flats

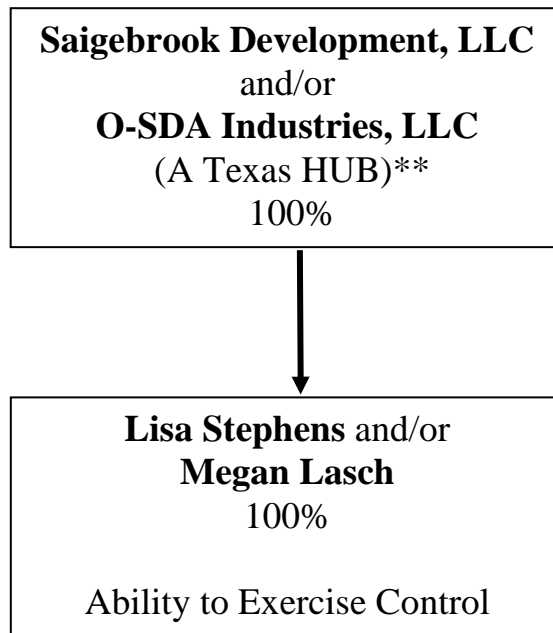
ORGANIZATIONAL CHART

APPLICANT / OWNER



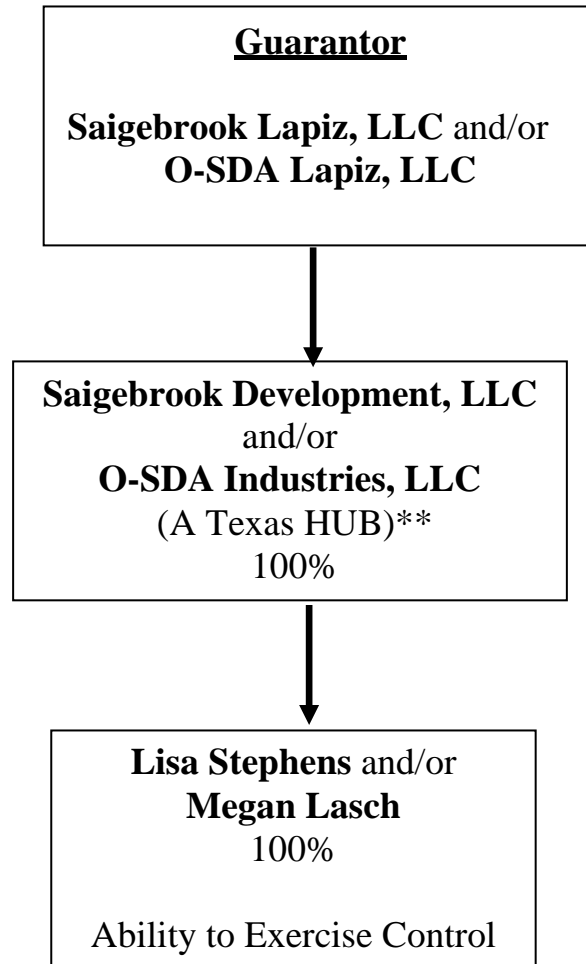
*Final partnership structure and developer/consultant structure to be finalized prior to TDHCA Application submittal

Lapiz Flats
ORGANIZATIONAL CHART
DEVELOPER



*Final partnership structure and developer/consultant structure to be finalized prior to TDHCA Application submittal

Lapiz Flats
ORGANIZATIONAL CHART
GUARANTOR



*Final partnership structure and developer/consultant structure to be finalized prior to TDHCA Application submittal



Attachment F

Accolade Property Management Resume





CORPORATE OVERVIEW

Accolade Property Management, Inc. is a real estate management firm headquartered in Irving, Texas with extensive property management experience across all product types. Accolade Property Management's principals believe that local market expertise and knowledge coupled with our proven management practices will result in the maximization of the returns on the investment. Founded in 2002, Accolade Property Management, Inc. was formed to provide third party clients with superior, results oriented management. Accolade's clients include developers, partnerships, individual investors, and financial institutions.

Accolade Property Management, Inc. specializes in the management of multifamily assets. The team of professionals at Accolade has produced superior results on all asset types. Whether a Class A+ in lease up or a Class C distressed asset, Accolade understands the dynamics of the marketplace and the factors that effect the correct positioning of an asset. Accolade embraces every asset individually and designs a business plan to maximize the value of the asset.



CORPORATE BACKGROUND

Formed in 2002 by one its principals, Accolade Property Management, Inc. to take advantage of an ever changing real estate market. Accolade Property Management, Inc. became a firm dedicated to its success by ensuring the success of its clients' investments. Ms. Stephanie Baker, managing partner, knew that her breadth of knowledge, marketing savvy and hands on experience with assets primarily in Texas, Florida and New Mexico could create an organization strictly focused on superior property management services. The genesis of the firm commenced by Ms. Baker hand selecting Accolade's Key Management. Accolade's success is lead by professionals with extensive experience in Real Estate Management with over 150 years combined management expertise.

Over the years the management team at Accolade has been effective in the management of new Class A+ developments with construction management and specialized marketing needs, as well as, assets that required significant physical rehabilitation.



Accolade Property Management, Inc.

CURRENT PORTFOLIO OF ASSETS

| Asset | Location | Years Managed | # Units | Year Built | Type | Occupancy |
|----------------------------|-----------------------|------------------|-------------|---------------|----------------------------------|-----------|
| Amberwood Place | Longview, TX | 3 | 78 | 2014 | LIHTC | 99% |
| Art at Bratton's Edge | Austin, TX | 2 | 76 | 2016 | LIHTC | 98% |
| Ash Lane | Eules, TX | 16 | 250 | 1997 | LIHTC-40/60 | 98% |
| Barron's Branch I and II | Waco, TX | 3 | 168 | 2015 | New lease up | 100% |
| Casa Bandera | Las Cruces, NM | 4 | 232 | 2002 | Market Rate | 95% |
| Colonial Commons | Ft. Myers, FL | 3 | 332 | 2015 | Market Rate-New Lease Up | 100% |
| Cooper Glen | Denton, TX | 1 | 202 | 2005 | Market 221(d) 4 | 95% |
| Dunedin Commons | Dunedin, FL | 1 | 320 | 2017 | Market Rate- New Lease Up | 80% |
| Fountains of Rosemead | Dallas, TX | 16 | 382 | 1997 | LIHTC-40/60 | 95% |
| Garland Meadows | Garland, TX | 5 | 152 | 1996 | LIHTC-40/60 | 98% |
| Gulf Breeze | Punta Gorda, FL | 9 | 171 | 2008 | ACC/LIHTC-SHIP, BOND, RRLP | 99% |
| High Range Village | Las Cruces, NM | 18 | 144 | 1985 | Market Rate-Rehab | 94% |
| Kaia Point | Georgetown, TX | 1 | 96 | 2018 | LIHTC Lease Up | 30% |
| Lakes at Collier Commons | Land O' Lakes, FL | 9 | 252 | 2003 | Market Rate | 98% |
| Lakes of Eldorado | McKinney, TX | 15 | 220 | 1997 | LIHTC-40/60 rehab | 95% |
| La Madrid | Austin, TX | 1 | 95 | 2017 | LIHTC-Lease Up | 97% |
| La Ventana | Abilene, TX | 3 | 84 | 2014 | LIHTC Lease Up | 99% |
| Liberty Pass | Selma, TX | 3 | 104 | 2015 | LIHTC Lease Up | 100% |
| Norstar at Bear Creek | Eules, TX | 16 | 256 | 1998 | Market Rate | 95% |
| Oakridge Estates | Tarpon Springs, FL | 4 | 62 | 2011 | ACC/LIHTC-Lease Up | 100% |
| Palms of Pinellas | Largo, FL | 1 | 94 | 2018 | Workforce Housing County fund | 90% |
| Parkridge Place | Abilene, TX | 25 | 170 | 1982 | AHDP-Rehab | 96% |
| Pinnacle at North Chase | Tyler, TX | 3 | 120 | 2012 | LIHTC-40/60 | 98% |
| Roxton | Denton, TX | 3 | 126 | 2013 | LIHTC -40/60 | 92% |
| Saige Meadows | Tyler, TX | 3 | 92 | 2015 | LIHTC Lease Up | 100% |
| Silver Creek I | N. Richland Hills, TX | 17 | 216 | 1999 | Market Rate 221(d)4 | 95% |
| Silver Creek II | N. Richland Hills, TX | 17 | 208 | 2001 | Mkt Rate 221(d)4 | 94% |
| Stillhouse | Harker Heights, TX | 1 | 96 | 2017 | LIHTC- Lease up | 100% |
| Summit | Irving, TX | 16 | 267 | 2001 | Market Rate | 96% |
| Summit Parque | Dallas, TX | 2 | 100 | 2015 | Mid-Rise Lease Up | 97% |
| Sunrise Park | Lake Wales, FL | 5 | 72 | 2011 | ACC/LIHTC Lease Up | 100% |
| Taylor Grand | Abilene, TX | 2 | 120 | 2012 | LIHTC-40/60 | 100% |
| Venetian Walk | Venice, FL | 4 | 61 | 2014 | ACC/ LIHTC Lease Up | 100% |
| Verandas I & II | Punta Gorda, FL | 1 | 120 | 2017 | ACC/LIHTC Lease Up | 100% |
| Villages at Tarpon Springs | Tarpon Springs, FL | 3 | 95 | 2015 | Acq. Rehab LIHTC, RAD conversion | 100% |
| Westchester I & II | Grand Prairie, TX | 14 | 316 | 2001-15 | Market Rate Lease Up | 98% |
| TOTAL | | | 5949 | | | |



MANAGEMENT PHILOSOPHY

Accolade Property Management, Inc. manages through a proactive approach. We believe after a careful analysis of the asset complimented by our knowledge of the marketplace, we can initiate a comprehensive business plan that will encompass:

- ❑ Highly Specialized Personnel
- ❑ Asset Specific Marketing Plan
- ❑ Physical Maintenance Plan
- ❑ Financial Reporting and Accounting

Highly Specialized Personnel:

Our Management Teams recruit and train personnel which exceeds the client's expectations. Accolade constantly recruits personnel through real time experiences on sites in the marketplace and through networking. Once recruited, our personnel are trained in the most effective techniques for completing their tasks and in Fair Housing Laws. Accolade conducts regular shops of their marketing teams and uses these to hone the leasing skills of our staffs and to assure continuity in operations. Our Maintenance Team attends "hands-on" training with a Senior Maintenance Director. The onsite management, marketing, and maintenance teams play a critical role in our success. We believe firmly that with their intimate vantage of the asset and market, we can be most effective. Our organization recognizes that in our competitive marketplace, well trained personnel are critical to attain the highest accolades.

Asset Specific Marketing Plan:

Mass Marketing has become a way of life in today's competitive economy. However, Accolade believes that niche marketing is the key to success for multifamily assets. Accolade begins the process by becoming students of the marketplace, the comparables, and the asset. Knowledge of the product, identification of an effective pricing structure, identification of the Target Market is the foundation for the Marketing Plan. Once these are identified, Accolade designs a marketing plan. Accolade initializes the plan to include product preparation which includes the readiness of show units, presentation of product which includes the collateral material, and demonstration of product which includes our specialized leasing teams. Additionally, if the asset is existing, a thorough review of the lease files will result in a resident profile to understand the current Target Market and the retention factor. The signage and onsite graphics are coordinated to support the marketing plan. Once the product and pricing strategies are identified, external advertising and marketing outreach strategies are designed. Our marketing teams will be armed with concise marketing strategies to reach opinion leaders in their market. Accolade's Key Management is experienced in targeting the audience for the asset.

With weekly review of the marketing results and quick adaptation to changing market indicators, Accolade has been very successful in the marketing of their assets managed.

Physical Maintenance Plan:

Upon engagement, Accolade will thoroughly inspect the property. A unit by unit inspection will commence, as well as, an exterior inspection, an amenity and common area inspection, and a review of governmental records to determine improvements needed or code deficiencies. Accolade's management team are well versed in Building Codes, State Statutes, and ADA Act. Through this intensive physical inspection, Accolade develops a maintenance plan and a capital plan for the asset. Once the needs are identified, a scope of work is developed and bids are obtained to complete the scope. The maintenance plan, capital plan, and the budget for implementation are presented to the client.

On an ongoing basis, service orders are reviewed for continuity and to identify any trends in the repairs. Accolade uses this data to value engineer and re-evaluate the maintenance plan if required. Accolade's Key Management recognizes that the Physical Plant is the foundation of the asset and its integrity is fundamental to the maximization of the investment.

Financial Reporting and Accounting:

Accolade effectively monitors the performance of their business plan through timely and accurate financial reporting. Daily reporting generated by the onsite property management software to the Corporate Headquarters, allows proficient results. Our full service accounting department is supervised closely by our Controller which is essential for accounting controls. Budgets are prepared based on the business plan and the budgets are used as benchmarks of our success. Accolade recognizes that our clients' needs are different and provides flexibility in reporting through customization of financial reports. Utilizing YARDI property management software, upper management and owners can monitor real time operations through the World Wide Web. Monitoring and accounting for some of our specialized assets requires specialty software to assist with monitoring and maintaining compliance. Our systems are very effective in meeting our exceeding the quality assurance standards of our clients.



KEY MANAGEMENT

Accolade Property Management, Inc.'s Key Management Team is a highly experienced team of professionals who have significant expertise in the components of property management. Our team culminates years of experience in multifamily operational management, financial management and accounting, and physical maintenance. Our Management Team understands the intricacies of the market and importance of highly specialized personnel to implement the business plan. Accolade believes that its Management Team has endless capabilities to achieve the objectives and goals of its clients.

STEPHANIE A. BAKER

PRESIDENT

BUSINESS EXPERIENCE

- | | |
|---------|---|
| Present | <p>ACCOLADE PROPERTY MANAGEMENT, INC. President, 2002-Current</p> <ul style="list-style-type: none"> ❑ Serves as President and Chief Operating Officer ❑ Responsible for the oversight of corporate management, marketing, accounting, operations and human resources ❑ Responsible for development of new business for the corporation ❑ Develops strategic business plans for clients for the management and marketing of their assets ❑ Responsible for the coordination of accounting operations, budgeting and systems analysis on managed properties ❑ Oversees the development of positioning strategies for properties being rehabilitated or properties in lease up ❑ Directly involved in corporate marketing of services, development of strategic marketing plans for clients and in training for marketing and leasing ❑ Developed Accolade Property Management, Inc. Policy and Procedure Manual and Operating Systems |
| Prior | <p>FOCUS ASSET MANAGEMENT GROUP, Inc. President, 1992-2002</p> <ul style="list-style-type: none"> ❑ Served as President and Chief Executive Officer ❑ Responsible for all corporate policies ❑ Supervised corporate management, marketing, accounting, and human resources ❑ Responsible for portfolio property management, marketing, accounting, and personnel ❑ Responsible for the coordination of accounting operations, budgeting and systems analysis on managed properties and the corporation ❑ Responsible the supervision of a portfolio of assets valued at \$175,000,000 <p>FOCUS ASSET MANAGEMENT GROUP, Inc. Executive Vice President/Vice President Management Systems, 1989-1992</p> <ul style="list-style-type: none"> ❑ Served as Chief Operating Officer ❑ Oversight of reporting functions to property owners ❑ Supervised Regional Supervisors ❑ Directly responsible for supervision of 75 employees ❑ Responsible for assignment of \$5 million in contracts ❑ Developed and implemented the FAMG operating systems, automated onsite operations through computer systems ❑ Created a Takeover Procedure for acquisition of new assets |

CRG Management, Inc.

Regional Supervisor, 1986-1989

- ❑ Responsible for supervision of 30 onsite employees at 5 assets
- ❑ Develop marketing, budgeting, and operating plans for assets directly responsible
- ❑ Trouble shooter for distressed assets, improving resident profiles, reducing delinquency balances, addressing physical liabilities
- ❑ Supervised marketing and lease up on four assets

EDUCATION

- ❑ University of Texas, Arlington
Bachelor of Business Administration with concentrations in Real Estate and Marketing
- ❑ Certified Property Manager Candidate
- ❑ Housing Credit Certified Professional 1999-Current

CIVIC

- ❑ Member National Association of Home Builders
- ❑ Board Member, Residential Realty Group, a Texas non-profit dedicated to providing affordable housing
- ❑ Board Member, Texas Apartment Association, Education Committee 2002-current
- ❑ President, Marsh Lane Apartment Owner's Coalition

AWARDS

- ❑ Pillar of the Industry Award 2002- Best Loft Development
- ❑ Pillar of the Industry Award 2002- Best Property Website
- ❑ DBCA, Obelisk Award, New Initiatives, 2002
- ❑ Charles L. Edson Excellence in Affordable Housing 2008
(Awards awarded to assets directly supervised by Ms. Baker)

BRETT REYNOLDS
VICE PRESIDENT

Item 23.

BUSINESS EXPERIENCE

- Present ACCOLADE PROPERTY MANGEMENT
Vice President, 2002-Present
- ❑ Serves as Vice President of Physical Operations
 - ❑ Responsible for the oversight of the maintenance division and Physical Plant of the assets managed
 - ❑ Responsible for the development and implementation of the Capital Plans
 - ❑ Develops preventative maintenance plans and safety plans
 - ❑ Oversees risk management through training and physical inspections
 - ❑ Supervises all construction contracts or physical improvements
 - ❑ Leads due diligence, and punch out assignments
 - ❑ Reviews and analyzes service orders for quality assurance
 - ❑ Identifies physical problems or physical threats to the integrity of the assets
 - ❑ Developed Safety Program
 - ❑ Implemented OSHA requirements for all onsite teams
 - ❑ Reviews the Inventory Control for Parts and Supplies
- Prior FOCUS ASSET MANAGEMENT GROUP, INC.
Vice President, 1989-2002
- ❑ Responsible for the oversight of the Physical Plant
 - ❑ Punches Out New Construction
 - ❑ Reviews service orders
 - ❑ Develops Capital Plans
- CRG MANAGEMENT,
Regional Maintenance Supervisor, 1985-1989
- ❑ Oversight of maintenance teams on three assets
 - ❑ Responsible for physical integrity and service teams on all three assets

LICENSES

Item 23.

- ❑ Master Electrician License #TACLBO11673E
- ❑ HVAC Contractor License/Includes E.P.A.
- ❑ TRNCC Preventative Backflow Tester License
- ❑ Mechanical Certification for Boilers
- ❑ Pool Licenses in Multiple Jurisdictions

EDUCATION

- ❑ University of Texas at Arlington
Major Engineering
- ❑ Continuing Education Classes to Maintain all Licenses

DENA MORELAND COMPLIANCE DIRECTOR

BUSINESS EXPERIENCE

Present ACCOLADE PROPERTY MANAGEMENT, INC.
Compliance Director, 2017-Current

- Responsible for the Low Income Housing Tax Credit compliance and reporting for 1,920 units in Texas and oversight of 1,570 units Florida, as well as, County Bond, HOME and SAIL programs
- Responsible for the file review and approval of the Low Income Housing Tax Credit compliance
- Review all move-in and renewal files on a monthly basis for all LIHTC units
- Prepare and review all files for State and County Audits for Texas and Florida
- Review and execute monthly and annual program reports for both state and county agencies
- Responsible for on-site Tax Credit training and application of program
- Responsible for Affirmative Marketing outreach for all Tax Credit projects located in Texas.
- Maintain open and constructive communication with site staff
- Responsible for review of compliance with lease up objectives in meeting investor expectations

Prior ALPHA BARNES
Assistant Compliance Director, 2006-2016

- Collaborate with the Director of Compliance in the design, implementation, and management in all areas of compliance, including firm policies and compliance with all federal, state, county and city regulations.
- Review files for approval prior to move in, preparation for onsite file reviews, attend audits with monitoring agency and implement Rent/Income limits.
- Implementing Utility Allowances as released from Housing Authorities as well as completing the HUD Model Schedule and Written Local Estimate annually.
- Serve as the point of contact for auditing resident files to ensure compliance with the IRS Section 42 Program (HTC), BOND, HOME, NSP, HTF and AHP
- Responding to correspondence from monitoring agencies in cases of non-compliance that include evidence of action taken within the required deadline.
- Responsible for initiation and implementation of compliance procedures, including updating all training materials as new regulations are released. Train onsite staff on how to implement program requirements.
- Review and submit quarterly/annual Unit Status Reports to TDHCA and MDSI
- Provide support to 21 communities with on-site visits.
- Supervised 10 Compliance Specialists.

Assistant Manager, 2003-2006

- Oversaw daily administration of property and maintenance on a 144 HTC unit property. Supervised a staff of 4.
- Responsible for all financial aspects of the property's operations
- Maintained compliance by completing preapproval application packets and full recertifications, created and executed initial lease and lease renewal documents.
- Maintained program reports and internal tracking of compliance
- Resolved resident conflicts and built relations with residents and vendors.

EDUCATION

- Housing Credit Certified Professional (HCCP, accreditation)
- Continuing Education Courses: Annual Fair Housing TDHCA Continuing Education for Compliance Programs
- Richland Community College



Attachment G

Executed Purchase and Sale Agreement





TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2016

PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Rosanna Holt, Stanley Holt

Address: 1410-1430 Duncan Perry Rd Grand Prairie TX 75050

Phone: 786-708-3734

Email: stanholt@gmail.com, rosefirst2003@yahoo.com

Buyer: O-SDA Industries, LLC and/or Assigns

Address: 5501-A Balcones Dr#302, Austin,Tx78731

Phone: 512-383-5470

Email: megan@o-sda.com & lisa@saigebrook.com

1. PROPERTY:

"Property" means that real property situated in **Tarrant** County, Texas at 1410-1430 Duncan Perry Rd Grand Prairie TX 75050(address) and that is legally described on the attached Exhibit A or as follows:

A. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: N/A.

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)

2. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing.....\$ 2,100,000.00

(TAR-1801) 1-1-16 Initialed for Identification by Seller SH RHT and Buyer [Signature] Page 1 of 18

B. Sum of all financing described in Paragraph 4.....See Addendum

C. Sales price (sum of 3A and 3B).....\$ 2,100,000.00

3. **FINANCING:** ~~Buyer will finance the portion of the sales price under Paragraph 3B as follows:~~

SEE ADDENDUM TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY

☐ A. ~~Third Party Financing:~~ ~~One or more third party loans in the total amount of \$0.00. This contract:~~

☐ (1) ~~is not contingent upon Buyer obtaining third party financing.~~

☐ (2) ~~is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).~~

☐ B. ~~Assumption:~~ ~~In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be N/A.~~

☐ C. ~~Seller Financing:~~ ~~The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$0.00~~

5. EARNEST MONEY:

A. Not later than 3 business days after the effective date, Buyer must deposit **\$25,000.00** as earnest money with Capstone Title (Title Company) at 901 S MoPac Expy Building 2, Suite 150, Austin, TX 78746 (Address), Attn: Travis Smith (Closer).

If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money. **See Addendum to Commercial Contract – Unimproved Property**

B. ~~Buyer will deposit an additional amount of \$N/A with the title company to be made part of the earnest money on or before:~~

☐ (i) ~~N/A~~ days after Buyer's right to terminate under Paragraph 7B expires; or

☐ (ii) ~~N/A~~

~~Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 business days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.~~

C. ~~Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.~~

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

-SEE ADDENDUM TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY

A. Title Policy:

(TAR-1801) 1-1-16 Initialed for Identification by Seller  and Buyer  Page 2 of 18

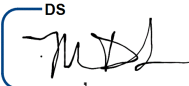
- (1) ~~Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:~~
- ~~(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and~~
 - ~~(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.~~
- (2) ~~The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:~~
- ☐ ~~(a) will not be amended or deleted from the title policy.~~
 - ☐ ~~(b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.~~
- (3) ~~Within N/A days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.~~

~~B. Survey: Within N/A days after the effective date:~~

- ☐ ~~(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \$0.00 of the cost of the survey at closing, if closing occurs.~~
- ☐ ~~(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date
The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.~~
- ☐ ~~(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within N/A days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to N/A days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller \$0.00 of the cost of the new or updated survey at closing, if closing occurs.~~

~~C. UCC Search:~~

- ☐ ~~(1) Within N/A days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform~~

(TAR-1801) 1-1-16 Initialed for Identification by Seller DS
SH DS
RHT and Buyer DS
 Page 3 of 18

~~Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.~~

☐ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) ~~Within N/A days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.~~
- (2) ~~Seller may, but is not obligated to, cure Buyer's timely objections within N/A days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.~~
- (3) ~~Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.~~

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

N/A

- B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

- ✱ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$2,500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller \$0.00 as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) ~~Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.~~
- (3) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 14 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*
 - ☐ (a) ~~a current rent roll of all leases affecting the Property certified by Seller as true and correct~~
 - ☐ (b) ~~copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;~~
 - ☐ (c) ~~a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;~~
 - ☐ (d) ~~copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;~~
 - ☐ (e) ~~copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;~~
 - ☐ (f) ~~copies of current utility capacity letters from the Property's water and sewer service provider;~~

- ☐ (g) ~~copies of all current warranties and guaranties relating to all or part of the Property;~~
- ☐ (h) ~~copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;~~
- ☐ (i) ~~copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;~~
- ☐ (j) ~~a copy of the "as-built" plans and specifications and plat of the Property;~~
- ☐ (k) ~~copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;~~
- ☐ (l) ~~a copy of Seller's income and expense statement for the Property from N/A to N/A;~~
- ☐ (m) ~~copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;~~
- ☐ (n) ~~real & personal property tax statements for the Property for the previous N/A calendar years;~~
- ☐ (o) ~~Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property N/A to N/A; and~~
- ☒ (p) Other: Copies of all documents in the Seller's possession.

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*


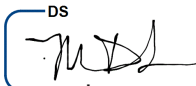
- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and;
- ☒ (c) deliver copies of all third-party inspection and assessment reports, without any representations or warranties of any kind or nature, related to the Property that Buyer completed or caused to be completed, limited and submitted to the Texas Department of Housing and Community Affairs as part of the 2022 Application process for Federal Income Tax Credits under the Low Income Housing Tax Credit Program. All confidential and proprietary documents are expressly excluded.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES: SEE ADDENDUM TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY

A. ~~Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's~~

(TAR-1801) 1-1-16 Initialed for Identification by Seller  and Buyer  Page 6 of 18

~~written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:~~

- ~~(1) any failure by Seller to comply with Seller's obligations under the leases;~~
- ~~(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;~~
- ~~(3) any non-occupancy of the leased premises by a tenant;~~
- ~~(4) any advance sums paid by a tenant under any lease;~~
- ~~(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and~~
- ~~(6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.~~

B. ~~Estoppel Certificates: Within N/A days before closing, but in no event more than N/A days, Seller will deliver to Buyer estoppel certificate(s) signed by each tenant that leases space in the Property. The estoppel certificates must be mutually agreed to by all parties, including the lender if receiving third party financing. Any additional information requested by a third party lender must be made at least N/A days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

9. BROKERS:

A. The brokers to this sale are:

Principal Broker Agent: Real Property Solutions
Stanley Holt
Address:
Phone: 949-677-7320
Email: stanholt@gmail.com
License No.: 0617466

Cooperating Broker Agent: SGI Ventures, Inc.
Sally Gaskin
206 E Live Oak St, #D,
Austin, TX 78704
Address:
Phone: 713-882-3233
Email: Sally@SGIVentures.net
License No.: 9009012


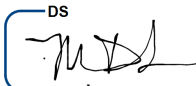
Principal Broker: (Check only one box)

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker: (Check only one box)

- ☐ represents Seller only.
☒ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

(TAR-1801) 1-1-16 Initialed for Identification by Seller  and Buyer  Page 7 of 18

- ☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

- ☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee
of:

☒ 2.75% of the sales price.
☐

Cooperating Broker a total cash fee of:

☒ 2.75 % of the sales price.
☐

The cash fees will be paid in Travis County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend previous written agreements and/or Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:

(1)

☐ N/A days after the expiration of the feasibility period.

☐ _____ (specific date).

☒ **See Addendum to Commercial Contract – Unimproved Property**

(2) ~~7 days after objections made under Paragraph 6D have been cured or waived.~~

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

(TAR-1801) 1-1-16 Initialed for Identification by Seller DS
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 Page 8 of 18

At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (4) tax statements showing no delinquent taxes on the Property;
- (5) ~~a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;~~
- (6) an assignment of all leases to or on the Property;
- (7) ~~to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:~~
- (a) ~~licenses and permits;~~
- (b) ~~maintenance, management, and other contracts; and~~
- (c) ~~warranties and guarantees;~~
- (8) ~~a rent roll current on the day of the closing certified by Seller as true and correct;~~
- (9) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (10) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
- (11) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

D. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) ~~sign and send to each tenant in the Property a written statement that:~~
- (a) ~~acknowledges Buyer has received and is responsible for the tenant's security deposit; and~~
- (b) ~~specifies the exact dollar amount of the security deposit;~~
- (4) ~~sign an assumption of all leases then in effect; and~~
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

E. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

1. See Addendum to Commercial Contract – Unimproved Property

2. Sally Gaskin, SGI Ventures, Inc, RE Broker in this transaction, may have ownership interest in property at closing.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

~~C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.~~

15. DEFAULT:

If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or

(Check if applicable)

☐ ~~enforce specific performance, or seek such other relief as may be provided by law.~~

- A. ~~If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:~~
- ~~(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or~~
 - ~~(2) extend the time for performance up to 15 days and the closing will be extended as necessary.~~
- B. ~~Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:~~
- ~~(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or~~
 - ~~(2) enforce specific performance, or seek such other relief as may be provided by law, or both.~~

SEE ADDENDUM TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY**16. CASUALTY LOSS AND CONDEMNATION:**

- A. ~~If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:~~
- ~~(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;~~
 - ~~(2) extend the time for performance up to 15 days and closing will be extended as necessary; or~~
 - ~~(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.~~
- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
 - (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such

party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☒ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. ~~Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).~~
- ☒ B. Except as otherwise expressly provided in this contract or Addendum, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;

- (3) any environmental hazards or conditions that materially affect the Property;
- (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
- (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
- (6) any wetlands, as defined by federal or state law or regulation, on the Property;
- (7) any threatened or endangered species or their habitat on the Property;
- (8) any present or past infestation of wood-destroying insects in the Property's improvements;
- (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

SEE ADDENDUM TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.


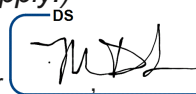
22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

C. Addenda which are part of this contract are: *(Check all that apply.)*

(TAR-1801) 1-1-16 Initialed for Identification by Seller  and Buyer  Page 13 of 18

- ☒ (1) Property Description Exhibit identified in Paragraph 2;
- ☐ (2) Commercial Contract Condominium Addendum (TAR-1930);
- ☐ (3) Commercial Contract Financing Addendum (TAR-1931);
- ☐ (4) Commercial Property Condition Statement (TAR-1408);
- ☐ (5) Commercial Contract Addendum for Special Provisions (TAR-1940);
- ☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
- ☐ (7) Notice to Purchaser of Real Property in a Water District MUD;
- ☐ (8) Addendum for Coastal Area Property (TAR-1915);
- ☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- ☐ (10) Information About Brokerage Services (TAR-2501); and
- ☒ (11) Addendum to Commercial Contract – Unimproved Property

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- D. Buyer ☒ may ☐ may not assign this contract to any entity owned or controlled by Megan Lasch, Lisa Stephens or Sally Gaskin, not to be unreasonably withheld, conditioned or delayed. However, any assignment to an unrelated party requires Seller consent. If Buyer assigns this contract to related party, Buyer is not relieved of any future liability under this contract. If Buyer assigns to an unrelated party, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the ~~date the title company receives this contract after all parties execute this contract~~ Effective Date of the attached Addendum.


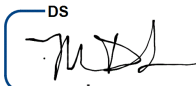
25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period

required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- ~~D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.~~
- ~~E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.~~
- ~~F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.~~
- ~~G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.~~
- ~~H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.~~
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- ~~J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre foot at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."~~

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m. within N/A

(TAR-1801) 1-1-16 Initialed for Identification by Seller  and Buyer  Page 15 of 18

business days, in the time zone in which the Property is located, on Central Standard Time (CST). the offer will lapse and become null and void.

(SIGNATURE PAGE TO FOLLOW)

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Rosanna Holt, Stanley Holt

By (signature) Stanley Holt

Printed Name: Stanley Holt

Title: 1/5/2022

By (signature) Rosanna Holt, Trustee

Printed Name: Rosanna Holt, Trustee

Title: 1/5/2022

Buyer: O-SDA Industries, LLC

By (signature) Megan Lasch

Printed Name: Megan Lasch

Title: President

AGREEMENT BETWEEN BROKERS*(use only if Paragraph 9B(1) is effective)*

Principal Broker agrees to Pay Broker Name (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ _____ % or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal
Broker:

Cooperating
Broker:

Name:

Name:

By: _____

By: _____

ATTORNEYS

Seller's
Attorney:
Name:

Buyer's
Attorney:
Name:

Shutts & Bowen, LLP

Robert Cheng

Address:

Address:

200 South Biscayne Boulevard,
Suite 4100, Miami, FL 33131

Phone & Fax:

Phone & Fax:

305-415-9083

E-Mail:

E-Mail:

rcheng@shutts.com

Seller's attorney requests copies of documents, notices, and other information:

Buyer's attorney requests copies of documents, notices, and other information:

☒ The title company sends to Seller.

☒ The title company sends to Buyer.

☐ Buyer sends to Seller.

☐ Seller sends to Buyer.

ESCROW RECIEPT

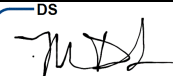
The title company acknowledges receipt of:

☐ A. The contract on this day _____ (effective date).

☐ B. Earnest money in the amount of \$ _____ in the form of _____ on _____

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SH

DS
RHT

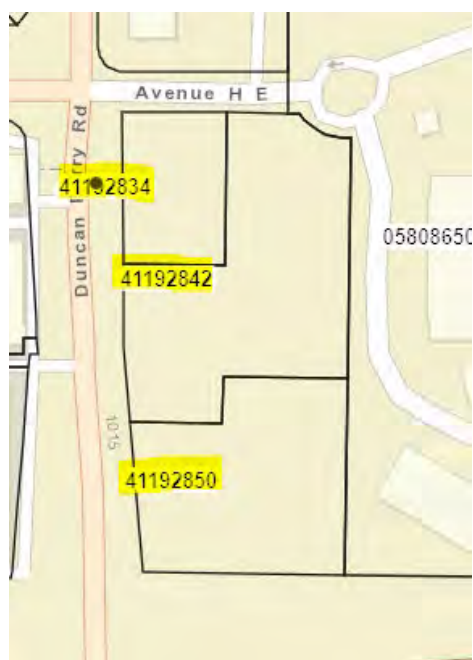
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Title Company:

Address:

By: _____

Phone & Fax:

EXHIBIT A**LEGAL DESCRIPTION****Address:** 1410-1430 Duncan Perry Rd Grand Prairie TX 75050

| Data: | | Data: | | Data: | |
|-------------------|--|-------------------|--|-------------------|--|
| TaxYear | 2021 | TaxYear | 2021 | TaxYear | 2021 |
| Account | 41192834 | Account | 41192842 | Account | 41192850 |
| GISLink | 45094-A-1 | GISLink | 45094-A-2 | GISLink | 45094-A-3 |
| Owner | HOLT ROSANNA COLUCCI | Owner | HOLT ROSANNA COLUCCI | Owner | HOLT ROSANNA COLUCCI |
| Situs Address | 1430 DUNCAN PERRY RD | Situs Address | 1420 DUNCAN PERRY RD | Situs Address | 1410 DUNCAN PERRY RD |
| State Code | LandVacantComm | State Code | LandVacantComm | State Code | LandVacantComm |
| Legal Description | WASH N SHOP NO 1 ADDITION Block A Lot 1 | Legal Description | WASH N SHOP NO 1 ADDITION Block A Lot 2 | Legal Description | WASH N SHOP NO 1 ADDITION Block A Lot 3 |
| Year Built | 0 | Year Built | 0 | Year Built | 0 |
| Living Area | 0 | Living Area | 0 | Living Area | 0 |
| Building Area | 0 | Building Area | 0 | Building Area | 0 |
| LandSQFT | 16,347 | LandSQFT | 49,434 | LandSQFT | 38,713 |
| Deed Acres | 0.37 | Deed Acres | 1.13 | Deed Acres | 0.89 |

ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

THIS ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY (this “Addendum”) is by and between **ROSANNA HOLT AND STANLEY HOLT** (“Sellers”), whose address is 1410-1430 Duncan Perry Rd., Grand Prairie, Texas 75050, and **O-SDA INDUSTRIES, LLC**, a Texas limited liability company, its successors and/or assigns (“Buyer”), whose office address is 5501-A Balcones Drive, #302, Austin, Texas 78731. The effective date of this Addendum shall be the date that this Addendum is fully executed by Seller and Buyer (the “Effective Date”).

WHEREAS, Seller and Buyer are parties to that certain Commercial Contract - Unimproved Property of even date herewith (the “Contract”);

WHEREAS, Seller and Buyer desire to modify and supplement the Contract as more particularly set forth herein.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree that the Contract is hereby modified and supplemented to include the following provisions:

1. Title Commitment. Notwithstanding anything contained in Section 6 of the Contract, the following provisions shall govern and control Buyer’s review of and objection to title to the Property:

(a) Within the Feasibility Period, Buyer may, at its sole expense, obtain (i) a title insurance commitment (the “Title Commitment”) for a fee owner’s title insurance policy covering the Property (the “Title Policy”) from a title insurance company selected by Buyer (the “Title Company”) and (ii) a survey of the Property (the “Survey”). Within three (3) calendar days of receipt, Buyer shall provide copies of Title Commitment to Sellers at Buyer’s expense.

(b) Buyer shall, no later than the end of the Feasibility Period, notify Seller in writing specifying any objections to matters shown on the Title Commitment or the Survey (the “Title Objections”). Any matters on the Title Commitment or the Survey that Buyer does not timely object to, and which are not items set forth in Sections 1(c)(ii)-(iv) below, shall be deemed “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has ten (10) days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that this Contract is terminated, in which case the Escrow Deposit (less the Independent Consideration and any amounts released to Seller and deemed hard and non-refundable pursuant to Sections 2(i)-(iii) hereof) shall be refunded to Buyer. If Buyer does not terminate this Contract as provided in this paragraph, then at or before Closing Seller must cure the Title Objections that Seller has agreed to cure and Buyer shall be deemed to have waived any remaining Title Objections.

(c) Notwithstanding anything in Section 1(b) above, at or prior to Closing, Seller shall cause to be cured, remedied, or released (i) any and all Title Objections which Seller has elected, or is deemed to have elected, to cure pursuant to Section 1(b) hereof, (ii) any mortgages, deeds of

trust or judgment liens, (iii) construction liens and other liens (other than the lien of real estate taxes and assessments not yet due and payable) concerning the Property provided for by statute, code or ordinance, or created by express grant in writing by Seller, and (iv) any and all encumbrances and/or exceptions concerning the Property created by, under or through Seller after the Effective Date.

(d) From time to time prior to Closing, Buyer may cause, at its sole expense, the Title Commitment and/or the Survey to be updated (the "Title Update") and a copy of the Title Update shall be delivered to Seller. If within ten (10) days following receipt of same Buyer objects in writing to any matters shown on the Title Update that were not shown on the Title Commitment or the Survey, such matters shall be deemed Title Objections and the provisions of subparagraph 1(b) of this Addendum shall apply to those matters.

2. Earnest Money.

(a) Within three (3) business days following the Effective Date, Buyer shall deposit as an earnest money deposit the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Initial Deposit") with the Title Company (the "Escrow Agent"). Buyer shall make an additional deposit payable to Escrow Agent in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) (the "Second Deposit") within three (3) business days following the expiration of the Feasibility Period. The Initial Deposit and the Second Deposit are collectively referred to herein as the "Escrow Deposit." If Buyer fails to terminate the Contract and this Addendum prior to the expiration of the Feasibility Period, then, the Escrow Deposit, to the extent paid, shall be non-refundable to Buyer (except as otherwise expressly provided for in the Contract and this Addendum) and credited to the Purchase Price at Closing (as hereinafter defined), unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 16(B)(1) of the Contract, in which case the Escrow Deposit (less the Independent Consideration and any amounts released to Seller and deemed hard and non-refundable pursuant to Sections 2(i)-(iii) hereof), together with any interest accrued thereon, if any, shall be immediately returned to Buyer.

(i) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on January 31, 2022, \$10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 16(B)(1) of the Contract, and thereafter promptly released to Seller by Escrow Agent;

(ii) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on March 31, 2022, an additional \$15,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of \$25,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 16(B)(1) of the Contract, and thereafter promptly released to Seller by Escrow Agent; and

(iii) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on May 15, 2022, an additional \$20,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of \$45,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 16(B)(1) of the Contract, and thereafter promptly released to Seller by Escrow Agent.

(b) Paragraph 7B(1) of the Contract is hereby amended to provide that in the event Buyer terminates the Contract within the Feasibility Period, the Escrow Deposit will be refunded to Buyer less \$2,500.00 that Seller will retain as independent consideration (the "Independent Consideration") and any portion of the Escrow Deposit deemed hard and non-refundable pursuant to Section 2(a) of this Addendum as of the date of such termination for Buyer's unrestricted right to terminate the Contract and this Addendum.

3. Legal Description. Notwithstanding any contrary provision in the Contract or herein, if Buyer's Survey produces a legal description which includes land not described in the deed vesting title in Seller, Seller shall convey such excess parcel by a quitclaim deed without warranty.

4. Seller's Representations, Warranties and Covenants. As of the Effective Date and as of the Closing, Seller represents and warrants to Buyer, and where indicated, covenants and agrees, as follows:

(a) The execution, delivery and performance by Seller of the Contract, as supplemented by this Addendum, has been duly and validly authorized by all requisite action on the part of Seller, and no consent of any person not heretofore obtained is required.

(b) The Contract, as supplemented by this Addendum, constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Seller owns the Property in fee simple, subject only to the Permitted Exceptions.

(d) There are no actions, suits or proceedings pending or, to the best of Seller's current actual knowledge, threatened against Seller or the Property.

(e) There are no condemnation or eminent domain proceedings pending or to the Seller's knowledge, threatened concerning the Property, and Seller has received no written notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility, or other taking which may affect the Property.

(f) Except as may be set forth to the contrary in any environmental assessment, soils, or similar investigation reports concerning the Property delivered by Seller to Buyer, Seller has no knowledge of hazardous substances present on the Property in any quantity or manner that violates, or that gives rise to liability, under any applicable environmental law, regulation, or ordinance.

(g) Neither the execution and delivery of the Contract or this Addendum by Seller, nor the consummation by Seller of the transactions contemplated hereby, will (a) require Seller to file

or register with, notify, or obtain any permit, authorization, consent, or approval of any person or entity (including any governmental, quasi-governmental or regulatory authority), (ii) violate or breach any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any agreement or other instrument, commitment, or obligation to which Seller is a party, or by which Seller, the Property, or any of Seller's assets may be bound, or (iii) violate any order, writ, injunction, decree, judgment, statute, law, or ruling of any court or governmental authority applicable to Seller, the Property or any of Seller's assets.

(h) During the term of the Contract, Seller shall maintain (i) the Property in substantially the same condition as it is in on the Effective Date and (ii) all insurance policies, if any, for the Property as of the Effective Date in full force and effect through Closing.

(i) There are no existing (i) contracts for the sale of all or any portion of the Property, (ii) options to purchase all or any portion of the Property, or (iii) rights of first refusal with respect to the sale of all or any portion of the Property.

(j) Unless otherwise expressly permitted under the Contract or this Addendum, Seller shall not grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance affecting the Property, or pursue any re-zoning of the Property or any other land use approvals relating to the Property without Buyer's written consent, which consent may be withheld at Buyer's sole and absolute discretion.

(k) Seller has not received any written order or notice of any governmental authority having jurisdiction over the Property which has not been previously fully complied with or cured. All requirements of all applicable laws, ordinances, rules, requirements and environmental rules of any governmental agency, body or subdivision thereof bearing on the Property have been complied with, and to Seller's knowledge there are no pending investigations or inquiries into the status of the Property's compliance with all governmental laws, including the environmental condition of the Property.

(l) There are no leases, tenancies, or other rights of occupancy or use for any portion of the Property other than a current mineral lease. Within twenty (20) days following the Effective Date, Seller will provide Buyer with a copy of the mineral lease.

(m) Seller is not in default (and has committed no act that, with the passage of time and/or the giving of notice would be a default) under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects the Property.

(n) Seller (i) has not made an assignment for the benefit of creditors, (ii) has not admitted in writing its inability to pay its debts as they mature, or (iii) has not been adjudicated as bankrupt or insolvent, or filed a petition for voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, and no such petition has been served upon Seller.

(o) There are no Open Permits or Code Violations (as hereinafter defined) which affect the Property which have resulted in any citation or written notice to Seller. As used herein "Code Violations" means violations of which Seller has received actual notice of pursuant to applicable

laws, ordinances, rules, requirements, or zoning, building, fire or other codes of any governmental agency, body or subdivision thereof with respect to the Property and "Open Permits" means any open permits with respect to the Property.

(p) No commitments relating to the Property have been made by Seller to any governmental authority, utility company, school board, church or other religious body, any property owners' association, or any other organization, group or individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution, or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property, and to the best of Seller's knowledge, no governmental authority has imposed any requirement that any owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the Property.

(q) There are no contracts or agreements, such as maintenance, service, or utility contracts related specifically to the operation or maintenance of Property.

The representations contained in this Section 4 shall survive the Closing.

5. Governmental Approval Applications. Seller shall promptly, upon Buyer's request and provided Seller thereby assumes no liability or obligation and at no cost to Seller, join in or otherwise consent to any and all applications (collectively, the "Applications") with respect to zoning, platting, site plan approval, vacations, dedications, surface water management permits, drainage permits, concurrency compliance approvals, building permits, and any and all other permits, consents, approvals, and/or authorizations which, in Buyer's reasonable opinion, are necessary or desirable for the development of the Property for Buyer's Intended Use. Buyer's "Intended Use" shall refer to the development of the Property with no less than fifty (50) multifamily residential units.

6. Closing Conditions. Seller and Buyer acknowledge and agree that the obligation of Buyer to consummate the transaction contemplated hereby is also subject to the satisfaction of the following conditions (the "Closing Conditions"), unless waived in writing by Buyer prior to Closing:

(a) At Closing, there shall have been no material, adverse change to the condition of the Property from the condition existing on the Effective Date (ordinary wear and tear excepted), including, without limitation, any adverse change to the environmental condition of the Property.

(b) By Closing, Buyer shall have obtained final site plan approval from the City of Grand Prairie, with all time to appeal such approval having expired and no appeal then pending and no appeal instituted, with respect to Buyer's proposed development of the Property for the Intended Use.

(c) By Closing, the Property shall have access to utilities with sufficient capacity to serve Buyer's Intended Use.

(d) By Closing, Buyer shall have obtained TDHCA Financing (as hereinafter defined), or Buyer shall have waived in writing the requirement and condition precedent to obtain TDHCA Financing. For purposes of this Addendum, the term "TDHCA Financing" means, collectively:

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(i) an award from Texas Department of Housing and Community Affairs ("TDHCA") in the 2022 Application process for Federal Income Tax Credits under the Low Income Housing Tax Credit Program ("Tax Credits"), combined with (ii) such other resources which may be awarded by TDHCA during this application cycle concurrent with the Tax Credits in an amount sufficient, in Buyer's sole and absolute discretion, to enable Buyer to acquire the Property and construct its intended improvements on the Property, with all time to appeal such award having expired and with no appeal then pending and no appeal instituted or petition filed, and (iii) a binding commitment acceptable to Buyer in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor.

In addition to any rights or remedies that Buyer may be entitled to under the Contract and this Addendum, if (a) any of the Closing Conditions are not satisfied by the time specified above, or (b) Buyer shall have made a good faith determination that its application for TDHCA Financing will not be successful, then in any such event, Buyer shall have the right to terminate the Contract and this Addendum upon delivering written notice to Seller, and the Escrow Deposit (less the Independent Consideration and any amounts released to Seller and deemed hard and non-refundable pursuant to Sections 2(i)-(iii) hereof) shall be returned to Buyer and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof. With respect to subsection (b) of this paragraph, Buyer's withdrawal of its application for Tax Credits shall not be a condition precedent to the return of the Escrow Deposit.

7. Closing. Unless sooner terminated by either Seller or Buyer pursuant to the provisions of the Contract and this Addendum and subject to the terms and conditions of the Contract and this Addendum, Closing shall take place at the offices of the Title Company at 10:00 a.m. Central Time, or by mail, or at any other time mutually agreed to by the parties, on or before May 31, 2022 (the "Closing Date"). Buyer shall have the right to close this transaction prior to the then scheduled Closing Date. If Buyer elects to exercise such right, it will notify Seller of the earlier Closing Date at least ten (10) days prior to the new Closing Date. Buyer shall also have the right to extend the Closing Date (but to no later than July 31, 2022) by exercising up to two (2) consecutive 1-month Closing extensions (each 1-month Closing extension being referred to herein as a "Closing Extension"). If Buyer elects to exercise a Closing Extension, it shall notify Seller and Title Company in writing of such election on or before the previously-scheduled Closing Date and deliver an extension fee in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) ("Extension Fee") to Seller within three (3) business days following the previously scheduled Closing Date. If a Closing Extension is timely exercised by Buyer, the Closing Date will be extended by one (1) month to the last business day of the calendar month following the month of the prior Closing Date. Each Extension Fee is non-refundable upon payment to Seller, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 16(B)(1) of the Contract, in which case the Extension Fee shall be immediately returned to Buyer. Buyer will receive a credit toward its payment of the Purchase Price for each Extension Fee paid to Seller.
8. Default. Sections 15(A) and 15(B) of the Contract are hereby deleted in its entirety and the following inserted in their place and stead: In the event that Seller is not entitled to terminate the Contract or this Addendum under any provision hereof and Buyer is not in

default in performance of the terms hereof, then in the event that Seller should fail to perform material obligations (other than at Closing) under the Contract which default remains uncured for a period of ten (10) days after written notice thereof is delivered by Buyer to Seller (with such cure period to be extended if Seller has commenced to cure within such period and thereafter diligently pursues such cure to completion, however Buyer shall have no obligation to pay any extension fee as a result of an extension of the Closing Date due to Seller's proceeding to cure such default), or (ii) Seller fails to perform Seller's obligations at Closing hereunder, then Seller shall be in default under the Contract and this Addendum and Buyer may elect, as its sole and exclusive remedy, either to (i) terminate the Contract and this Addendum and (1) receive the return of the Escrow Deposit (less the Independent Consideration) and any interest accrued thereon, and (2) if such default results from the intentional or willful act of the Seller, recover from Seller damages in an amount equal to all out of pocket costs and expenses incurred by Buyer in connection with the proposed acquisition and development of the Property, not to exceed \$100,000.00, or (ii) pursue an action for specific performance. Notwithstanding the foregoing, if Seller's default consists of a sale of the Property to a third party in violation of Buyer's rights under the Contract and this Addendum, Buyer shall have the right to pursue any legal remedy available at law or in equity. Except as otherwise expressly provided for herein, nothing contained herein shall be deemed to limit the obligations of Seller or the remedies of Buyer available at law or in equity with respect to a breach or a default by Seller of any obligation hereunder to the extent that the Contract or this Addendum specifically provides that such obligation shall survive Closing or the earlier termination of the Contract and this Addendum.

9. Casualty. Section 16(A) of the Contract is hereby deleted in its entirety and the following inserted in its place and stead: The risk of loss or damage to the Property by reason of any casualty or other event prior to Closing shall be borne by Seller. If the Property is damaged prior to Closing, written notice thereof shall be delivered to Buyer within ten (10) days of such damage. Seller shall have no obligation to restore the Property to the condition existing prior to the casualty, but Seller shall, (i) at its sole cost and expense, remove the damaged improvements or otherwise secure them so that there are no violations of applicable codes, laws or ordinances pertaining to unsafe structures, and remediate any environmental hazards caused by the casualty or other damage; (ii) at Closing, assign to Buyer all of Seller's right, title and interest in and to any insurance proceeds related to the casualty or other damage (or if Seller receives such proceeds before Closing, Seller will credit the proceeds so received against the Purchase Price), and (iii) at Closing, credit the amount of any unpaid deductible under any policies for the casualty or other damage against the Purchase Price. If the Property is damaged prior to Closing and such damage exceeds ten percent (10%) of the Purchase Price, Buyer may terminate the Contract and this Addendum by giving notice within fifteen (15) days after receipt of written notice of the Property damage, in which case Buyer will receive back all of the Escrow Deposit and Extension Fees for the months of July and August, if paid, and the parties will have no further obligations to each other except for those obligations that expressly survive termination of this the Contract and this Addendum. If Buyer shall fail to give the notice of termination, then the parties shall proceed to Closing, Seller shall assign to Buyer all rights to insurance proceeds resulting from such event, and Buyer shall receive a credit at

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Closing for the amount of any deductible not paid for by insurance proceeds under the applicable insurance policy.

10. Brokers.

(a) The parties hereby represent and warrant each to the other that they have not utilized or engaged any real estate broker, salesman or finder with respect to the transaction contemplated by the Contract and this Addendum, other than Stan Holt of Real Property Solutions, hereby the "Listing Broker", and Sally Gaskin of SGI Ventures, Inc., whose commissions shall be paid by Seller pursuant to a separate agreement. Each party hereby agrees to indemnify and hold the other harmless from and against any liability, loss, cost or expense (including reasonable attorneys' fees and court costs, including those incurred in dispute resolution or appellate matters) resulting from a claim or demand for any commissions in connection with the Contract or the purchase and sale of the Property which the indemnified party shall suffer as a result of a breach of the representations and warranties contained in this Section 10. The provisions of this Section 10 shall survive Closing or the earlier termination of the Contract and this Addendum.

(b) Seller(s) hold real estate licenses in Texas, and other states.

11. Escrow Deposit.

(a) The Escrow Deposit shall be held in escrow by the Title Company and paid over or disbursed according to the terms of the Contract and this Addendum (together, the "Agreement"), and, unless otherwise refunded pursuant to the terms of the Agreement, the Escrow Deposit shall be paid over and applied against the Purchase Price at Closing. The Escrow Deposit shall be deposited by the Title Company in an interest-bearing account. Any interest earned on the Escrow Deposit will be paid to the party that becomes entitled to the Escrow Deposit. Title Company shall have no responsibility for, nor shall Title Company be held liable for, any loss occurring which arises from the fact that the amount of the Escrow Deposit may cause the aggregate amount of any depositor's accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation. Title Company shall not be responsible for any delay in the electronic wire transfer of funds.

(b) In the event of any disagreement between Buyer and Seller resulting in conflicting instructions to, or adverse claims or demands upon Title Company with respect to the release of the Escrow Deposit, Title Company shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and shall not release the Escrow Deposit. Title Company shall not be or become liable in any way to Buyer or Seller for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by Buyer and Seller, or (b) shall have finally been determined in a court of competent jurisdiction in Tarrant County, Texas. Additionally, at its discretion Title Company may proceed with filing an interpleader action in Tarrant County, Texas. Upon depositing the Escrow Deposit with a court of competent jurisdiction in Tarrant County, Texas, Title Company shall be released from any further obligation, responsibility or liability under the Agreement and shall be entitled to seek reimbursement out of the Escrow Deposit for its costs and reasonable attorney's fees that are incurred in connection with

filing the interpleader action. Title Company is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed and has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Deposit other than faithfully to carry out the obligations undertaken in the Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The Seller and Buyer hereby agree to jointly and severally indemnify and hold harmless the Title Company from and against all costs, damages, judgment, attorney's fees, expenses, obligations, and liabilities of any kind or nature, which Title Company in good faith may incur or sustain in connection with serving as Title Company under this Agreement (collectively, the "Title Company Costs"), excluding any costs, damages, judgment, attorney's fees, expenses, obligations and liabilities arising from or as a result of a breach of this Agreement by Title Company, or the negligence of Title Company.

(d) The Title Company may resign as escrow agent hereunder by giving thirty (30) days written notice hereof to Buyer and Seller. Within ten (10) days after receipt of such notice, Buyer and Seller shall furnish to the Title Company written instructions for the release of the Escrow Deposit and corresponding escrow documents. If the Buyer and Seller fail to furnish the written instructions within the ten (10) day period, the Title Company may petition any court of competent jurisdiction for the appointment of a successor escrow agent and, upon such appointment, deliver the Escrow Deposit and corresponding escrow documents to such successor. By doing so, the Title Company shall not incur any liability to any party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, Title Company shall be entitled to be reimbursed out of the Escrow Deposit for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

12. WAIVER OF JURY TRIAL. SELLER AND BUYER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE CONTRACT OR THIS ADDENDUM OR THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE CONTRACT AND THIS ADDENDUM. ANY SUCH DISPUTES SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.
13. Binding Effect. This Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.
14. Headings. Headings in this Addendum are for convenience and reference only and shall not be used to interpret or construe its provisions.
15. Counterparts. The Contract and this Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. Any signature delivered by facsimile, email, or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party. Either party or both parties shall be permitted to electronically execute the

Contract, this Addendum and all other related documents, in accordance with Chapter 322 of the Texas Business and Commerce Code.

16. Conflict. In the event of any conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall prevail. Except as modified herein, the Contract remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.
17. Third Party Reports. Notwithstanding anything to the contrary contained in Section 7(D)(2)(c) of the Contract, upon written request from Seller, Buyer shall deliver copies of all third-party inspection and assessment reports, without any representations or warranties of any kind or nature, related to the Property that Buyer completed or caused to be completed and submitted to the TDHCA as part of the 2022 Application process for Tax Credits, except for documents which contain confidential and proprietary information.

[Signatures appear on following page]

10

DS SH DS DS RHT

IN WITNESS WHEREOF, the parties hereto hereby execute this Addendum as of the Effective Date.

SELLER:

ROSANNA HOLT

DocuSigned by:

Rosanna Holt, Trustee

D6FDD93361964AC

Date: 1/5/2022

STANLEY HOLT

DocuSigned by:

Stanley Holt

F693DF72688C42D...

Date: 1/5/2022

BUYER:

O-SDA INDUSTRIES, LLC,

a Texas limited liability company, and/or
assigns

DocuSigned by:

Megan Lasch

By:

A647703F8CD645E...

Megan Lasch, President

Date: 1/5/2022

Attachment H

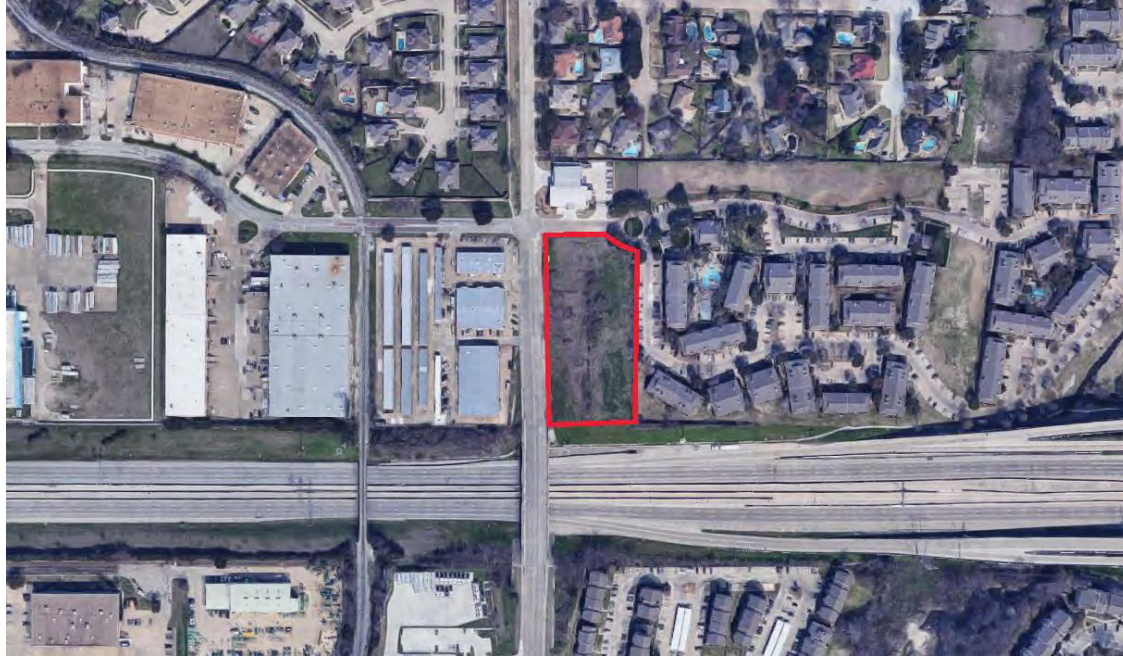
Area Profile Analysis



Area Profile Analysis: Lapid Flats

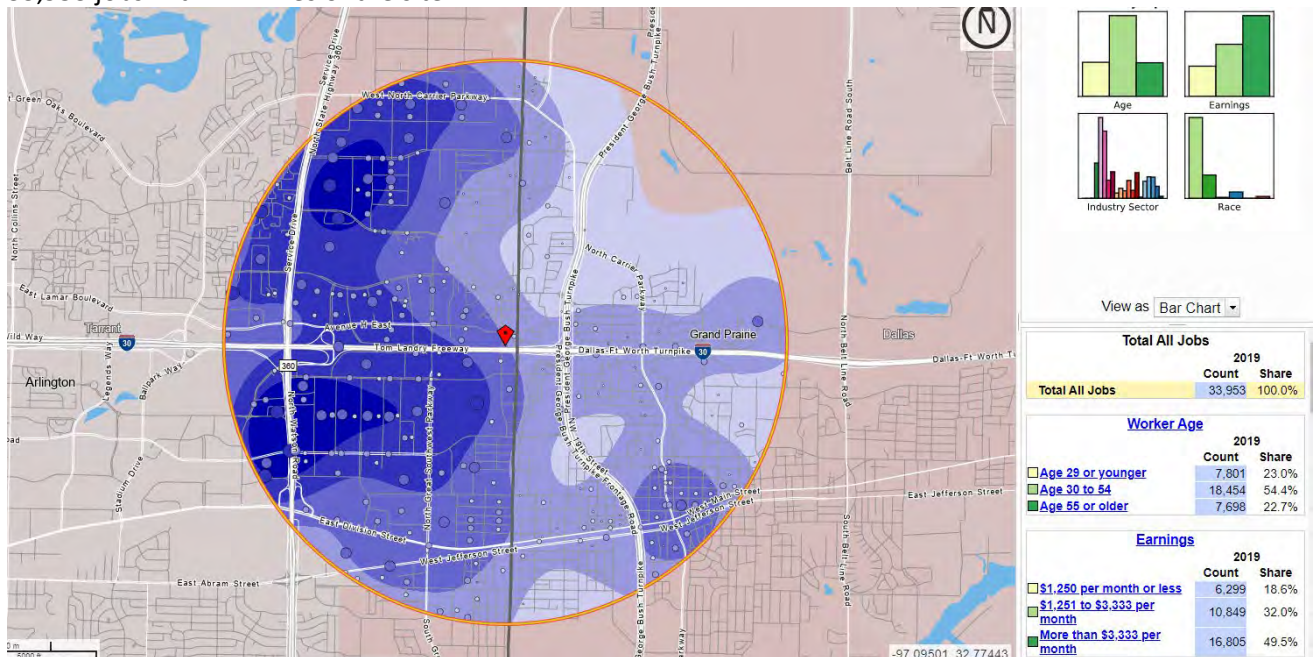
Site Location

1410 Duncan Perry Rd Grand Prairie TX 76011



Proximity to Jobs

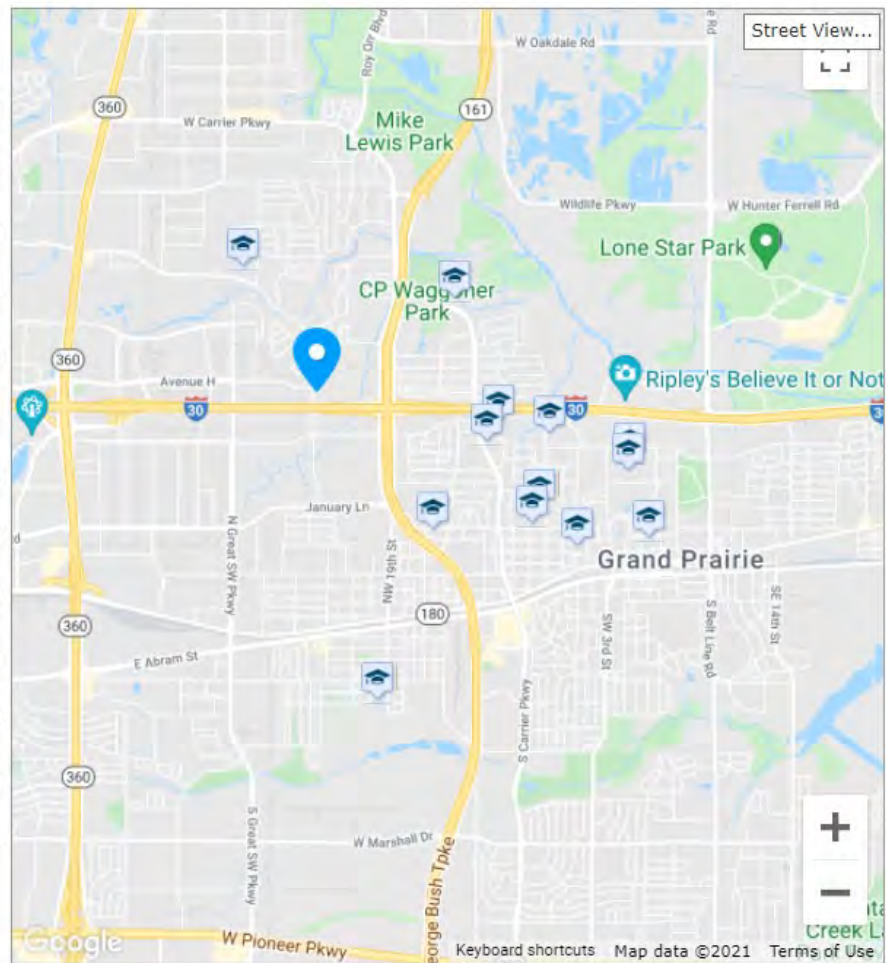
33,953 jobs within 2 miles of the site



5501-A Balcones Dr. #302
Austin, TX 78731

Proximity to Amenities

| | | |
|---|-----------------------|-------|
| Schools | | |
| Larson Elementary School | 2620 Ave K | .9mi |
| Dwight D Eisenhower Elementary S... | 2102 N Carrier Pkwy | 1mi |
| Crosswinds Accelerated High School | 1100 N Carrier Pkwy | 1.1mi |
| Digital Arts & Technology Academy... | 833 W Tarrant Rd | 1.2mi |
| Grand Prairie Collegiate Institute | 1502 College St | 1.2mi |
| Harmony Science Academy Grand P... | 1102 NW 7th St | 1.5mi |
| Stephen F Austin Environmental Sc... | 815 NW 7th St | 1.6mi |
| St Andrews Episcopal School | 727 Hill St | 1.6mi |
| Calvary Baptist School | 428 W Church St | 1.9mi |
| Grand Prairie High School | 101 High School Drive | 2mi |
| David Daniels El Academy of Scienc... | 801 SW 19th St | 2mi |
| Grand Prairie Fine Arts Academy | Gopher Trl | 2mi |
| Uplift Grand Secondary | 300 E Church St | 2.3mi |



Hospital

JPS Health Network
2737 Sherman St, Grand Prairie, ... 2mi

Parkland E. Carlyle Smith, Jr. Healt...
801 Conover Dr, Grand Prairie, TX... 2mi

North American Hospital
2705 Hospital Blvd, Grand Prairie,... 2.1mi

Maternal Fetal Medicine
65072628530550000, Grand Prair... 2.5mi

Millwood Hospital
1011 N Cooper St, Arlington, TX 7... 4.5mi

Kindred Hospital Tarrant County - ...
1000 N Cooper St, Arlington, TX 7... 4.6mi

Texas Health Arlington Memorial H...
800 W Randol Mill Rd, Arlington, T... 4.7mi

Kindred Behavioral Hospital
Cooper Square Cir, Arlington, TX 7... 5.7mi

Emergency Clinic -Airport Freeway
411 N Main St, Euless, TX 76039, ... 6.2mi

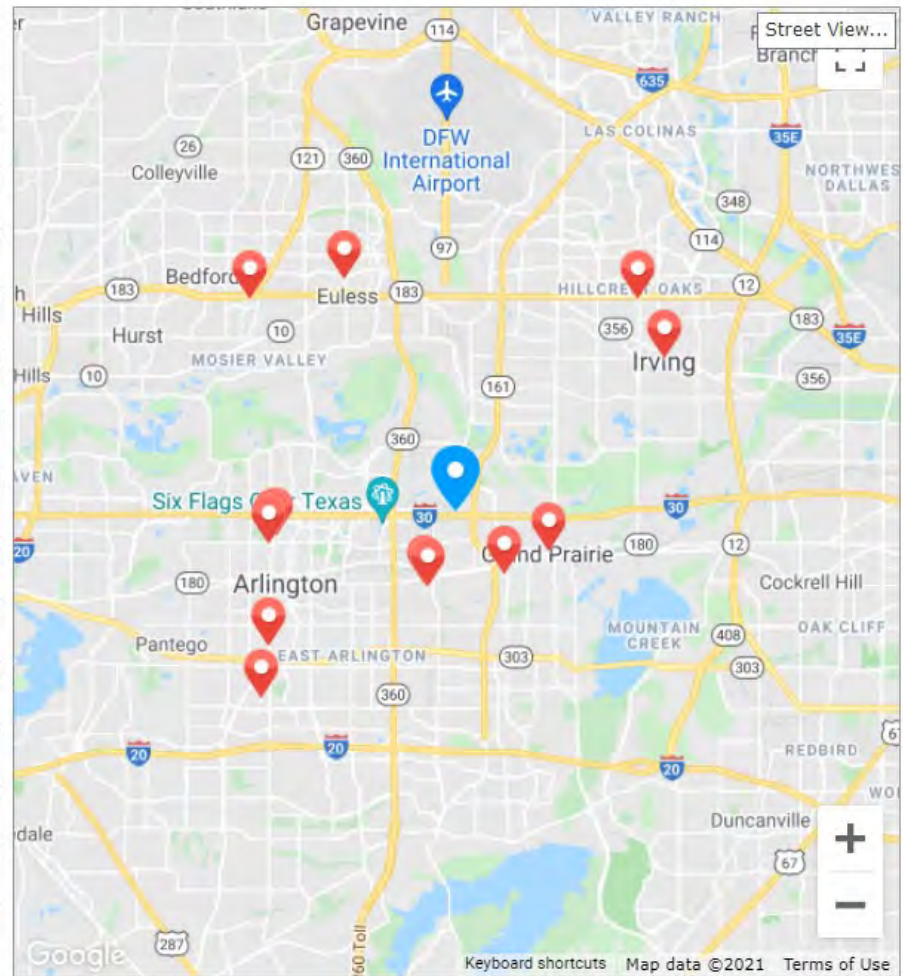
Baylor Medical Center
Irving, TX 75060, United States 6.3mi

Encompass Health Rehabilitation H...
3200 Matlock Rd, Arlington, TX 76... 6.7mi

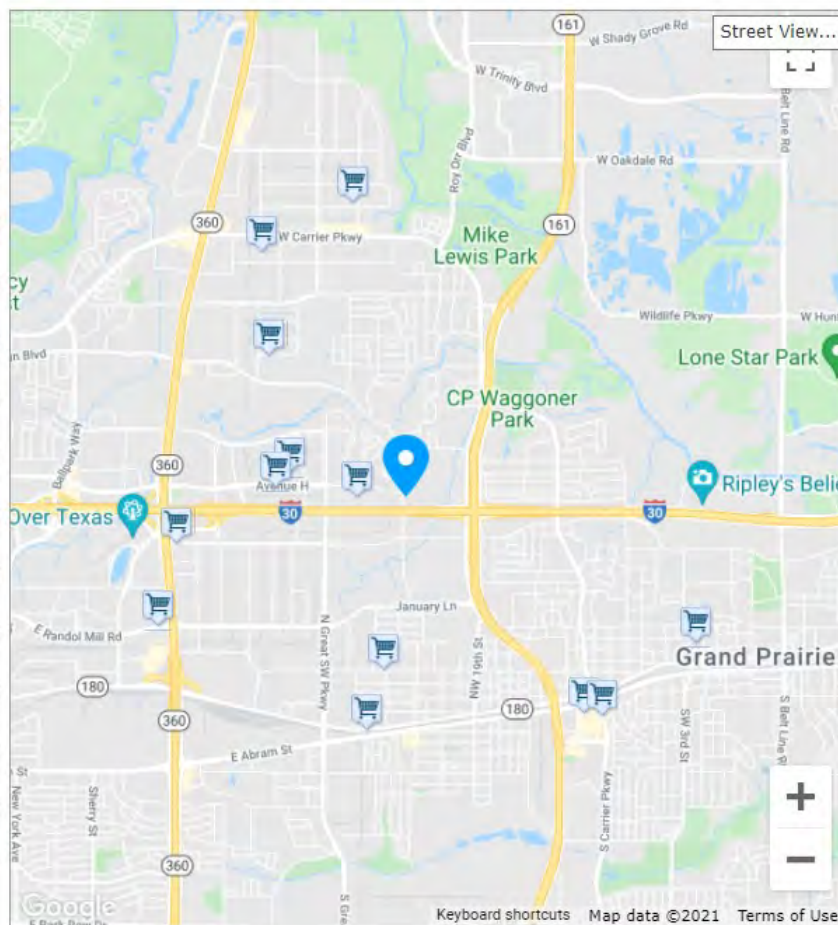
Baylor Scott & White Medical Cente...
1901 N MacArthur Blvd, Irving, T... 6.8mi

Texas Health Harris Methodist Hurs...
1600 Hospital Pkwy, Bedford, TX ... 7.2mi

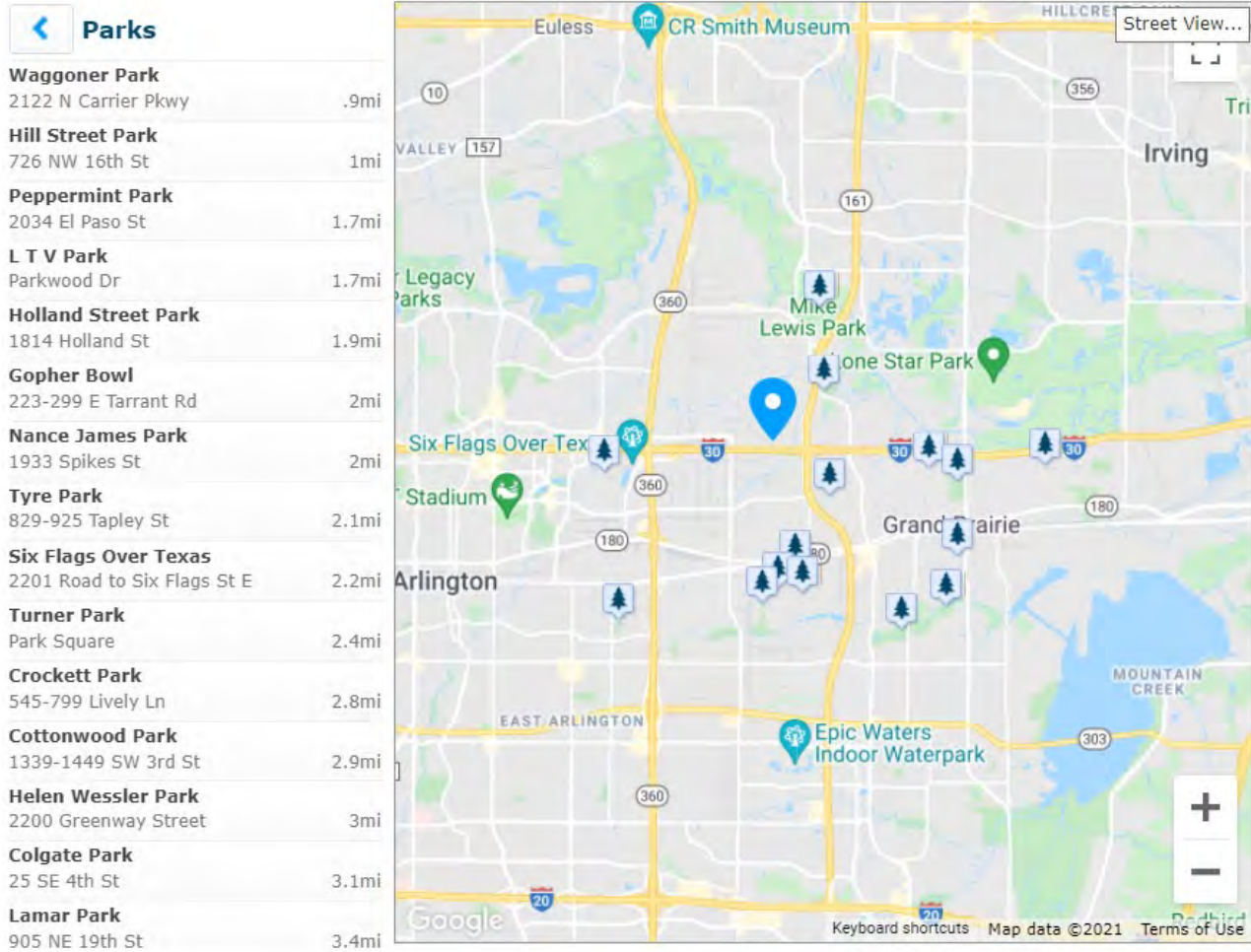
More Hospital



| | |
|---|-------|
| Pepsi-Cola Concentrate Division | |
| 1000 113th St | .3mi |
| Dimare Fresh | |
| 1049 Avenue H E | .8mi |
| Frito-Lay | |
| 948 Avenue H E | .8mi |
| Handy Food Store | |
| 2401 Dalworth St | 1.2mi |
| Heritage Family Specialty Foods | |
| 901 Santerre Street | 1.2mi |
| Arlington Beer Wine & Spirits | |
| 2612 Avenue E E | 1.5mi |
| Mojeaux Daiquiri To Go | |
| 2444 W Jefferson St | 1.6mi |
| Country Fresh Products | |
| 920 Avenue R | 1.8mi |
| Ingles Sin Estres | |
| 2500 East Randol Mill Road, #117 | 1.8mi |
| Kroger | |
| 514 S Carrier Pkwy | 1.9mi |
| Intermex Products USA | |
| 1375 Avenue S | 1.9mi |
| Kroger | |
| 514 South Carrier Parkway | 1.9mi |
| North Central Texas Farmers Marke... | |
| 110-198 NW 2nd St | 2.1mi |
| More Groceries | |



196





Walk and Bike Score

1410 Duncan Perry Road

[Add scores to your site](#)

Grand Prairie, Texas, 76011

Commute to **Downtown Dallas**

40 min 60+ min 60+ min [View Routes](#)

Favorite

Map

Nearby Apartments

[Looking for a home for sale in Grand Prairie?](#)

Walk Score
24

Car-Dependent

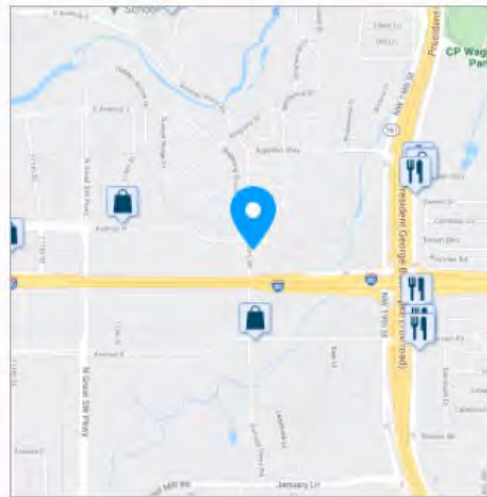
Almost all errands require a car.

Bike Score
26

Somewhat Bikeable

Minimal bike infrastructure.

[About your score](#)



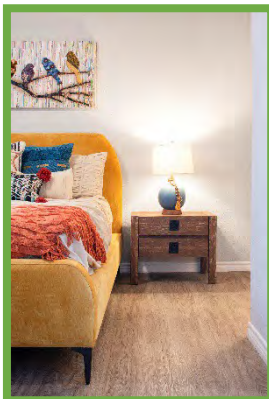
Lapiz Flats

1410-1430 Duncan Perry Rd, Grand Prairie TX



Thank you for your consideration of this application.

See more of our work at: www.affordablehousingtexas.com





CITY OF GRAND PRAIRIE RESOLUTION

MEETING DATE: 02/15/2022

REQUESTER: Rashad Jackson, AICP

PRESENTER: Rashad Jackson, Director of Planning & Development

TITLE: Resolution of Support or Resolution of No Objection for a Senior Living Tax Credit Housing Development at 2904 S Carrier Pkwy (City Council Development Committee reviewed on 02/15/2022)

RECOMMENDED ACTION: Either Approve, No objection or No response. The property is currently zoned PD-168 for Commercial/Office uses.

ANALYSIS:

City staff has received an inquiry from Blue Sky Communities to approve a resolution of support for a senior living tax credit development called South Carrier Estates. South Carrier Estates would be a mixed income community with approximately 114 apartment units. A 3-story complex would be developed on the 4.17 acre site. Project details are attached.

The property is currently zoned PD-168 for Commercial/Office uses. The future land use map calls for the property to develop as Commercial/Retail/Office.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS IN SUPPORT OF THE SUBMISSION OF AN APPLICATION TO THE 2022 COMPETITIVE HOUSING TAX CREDIT (HTC) PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) BY BSC CARRIER, LLC/BLEU SKY COMMUNITIES ACQUISITION TEXAS, LLC FOR THE NEW CONSTRUCTION OF AFFORDABLE SENIOR HOUSING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, BSC Carrier, LLC/Blue Sky Communities Acquisition Texas, LLC(“Applicant”) has requested support from the City of Grand Prairie for the new construction of 114 units of which 111 are affordable senior rental housing units named South Carrier Estates located at 2904 S. Carrier Parkway, Grand Prairie, Dallas County, Texas (the “Development”); and

WHEREAS, the Applicant has advised that it intends to submit an application to the Texas Department of Housing and community Affairs (“TDHCA”) for an allocation of 2022 Competitive 9% Housing Tax Credits (“HTC”) for the new construction of South Carrier Estates; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution of support from the governing body of a local political subdivision to the Development will improve the overall success of its application; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution from the governing body of a local political subdivision agreeing to commit a minimum of \$500.00 of funding assistance to the Development will improve the overall success of its application; and

WHEREAS, the Applicant has requested a commitment of required funding assistance for \$500.00 for its application in the form of reduced fees for the benefit of the Development from the City of Grand Prairie for its application to TDHCA for the new development of affordable senior housing.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, THAT:

SECTION 1. The City of Grand Prairie, acting through its governing body, hereby confirms that it supports, approves the tax credit application for the proposed new construction of South Carrier Estates by BSC Carrier, LLC/Blue Sky Communities Acquisition Texas, LLC located at 2904 S. Carrier Parkway, and that this formal action has been taken to put on record the opinion expressed by the City of Grand Prairie in Dallas County on February 15, 2022, and

SECTION 2. The City of Grand Prairie, will commit a funding amount to the Development of waiving or reducing the Building Permit Fee in a minimum amount of \$500.00 should the project be selected for funding; and

SECTION 3. Notwithstanding anything herein to the contrary, the funding commitment by the City of Grand Prairie, shall be contingent on the Applicant's receipt of commitment of HTCs for the Development from TDHCA; and

SECTION 4. The City of Grand Prairie, Dallas County, Texas hereby supports the proposed new development of South Carrier Estates, to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(a)(4), and

SECTION 5. For and on behalf of the Governing Body, Ron Jensen, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs; and

SECTION 6. The City of Grand Prairie is not a related party to the Applicant, and any funding assistance committed by the City to the new development of South Carrier Estates pursuant to this resolution will not have been first provided to the City by the Applicant or any related party to the Applicant.

SECTION 7. This Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF FEBRUARY 2022.

APPROVED:

Ron Jensen, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

SOUTH CARRIER ESTATES



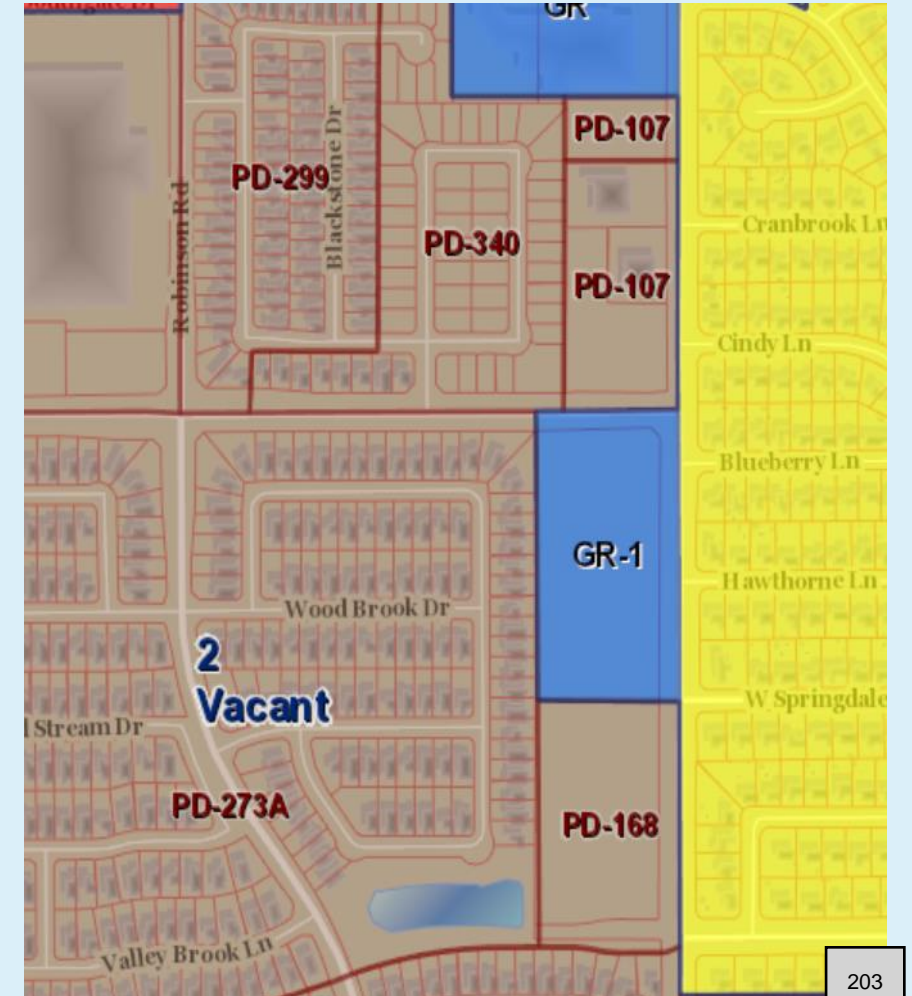
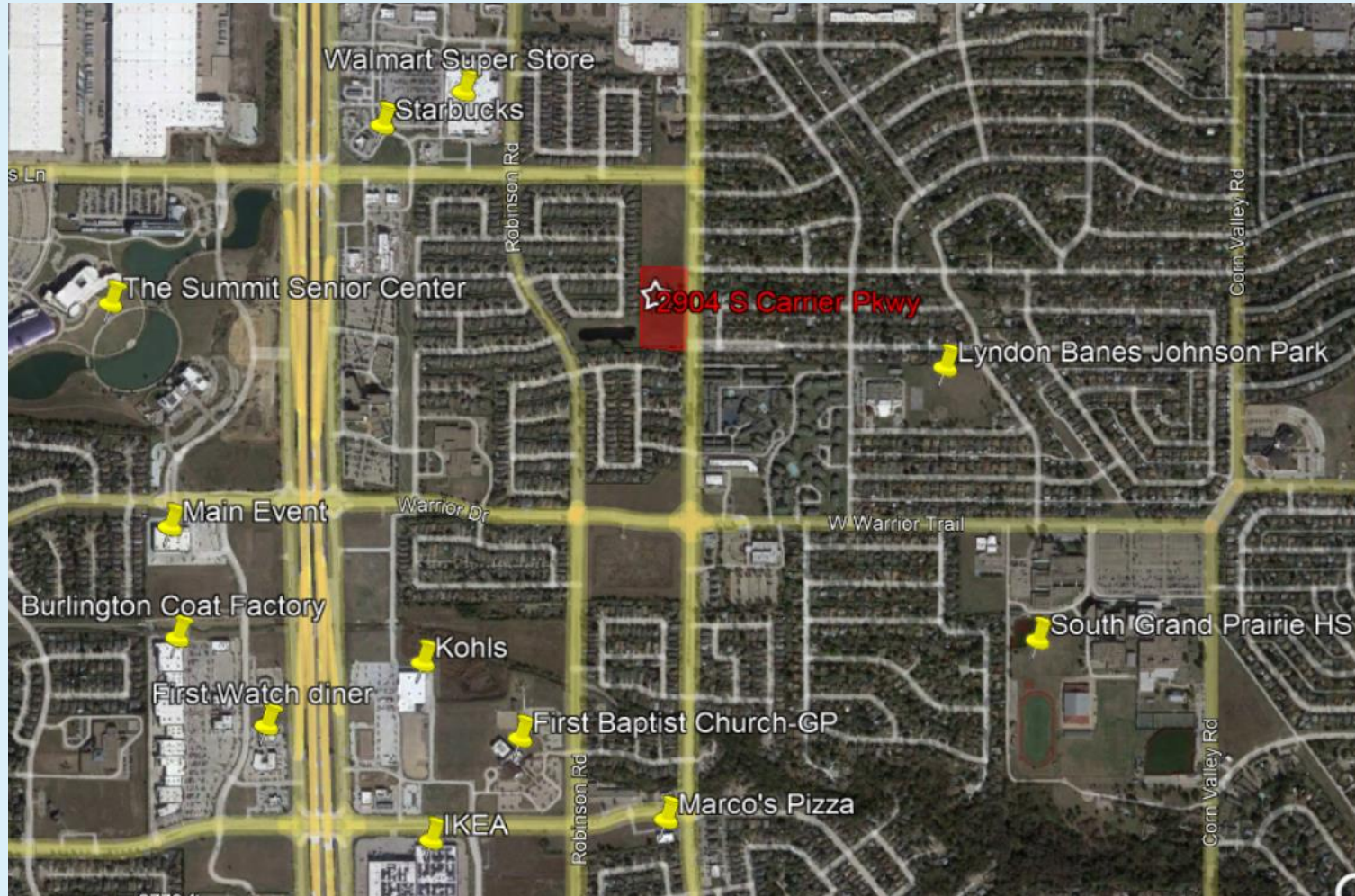
*INDEPENDENT SENIOR COMMUNITY
Proposed for Grand Prairie*

2022

SOUTH CARRIER ESTATES

- SITE LOCATION MAP -

Item 24.



SOUTH CARRIER ESTATES - DEVELOPMENT OVERVIEW -

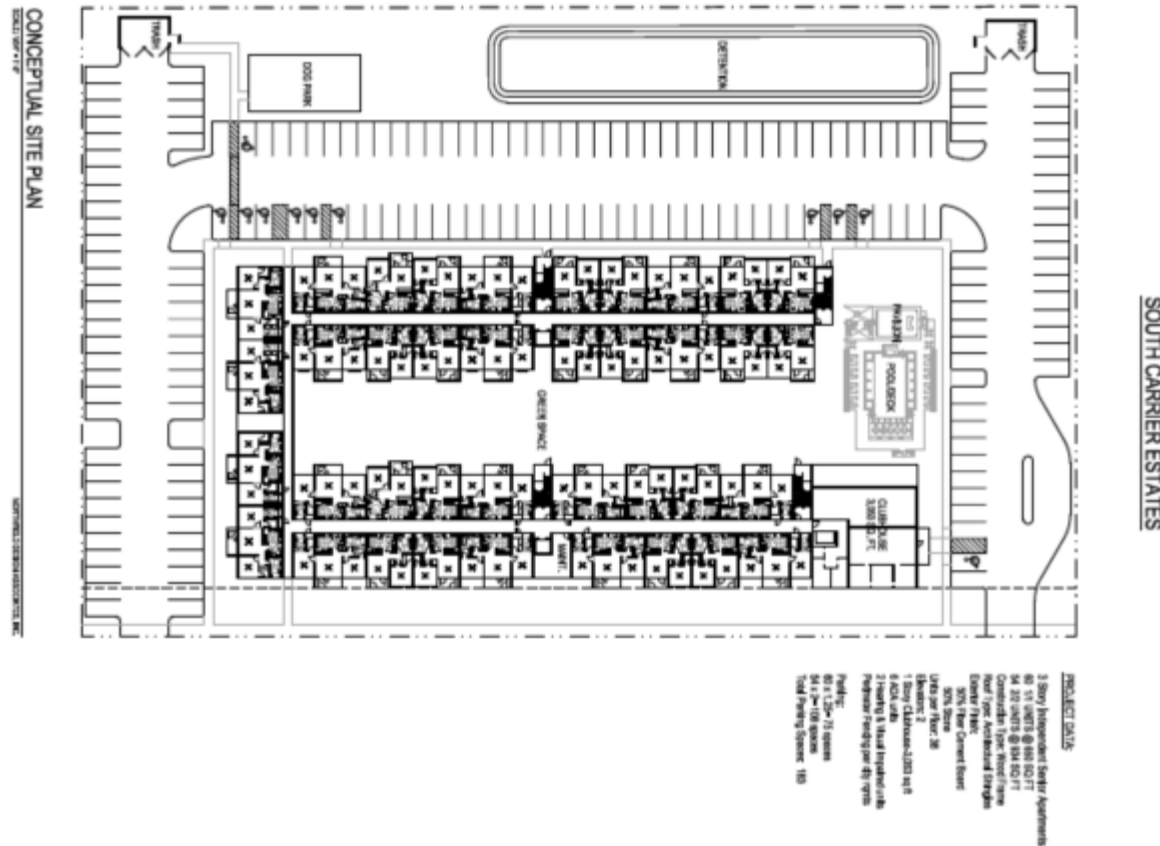
Item 24.

- Approx. 4.17 acre site
- Approx. 114 apartment units
- Mixed income community
- Approx. 3 Market-Rate Unrestricted Units
- Mix of 1 and 2 bedroom units
- 3 Story residential building
- Elevator-served Senior Community
- Housing Tax Credit Request of \$2 million
- Projected cost of development \$25,000,000
- Blue Sky will retain ownership for a minimum of 15 years



SOUTH CARRIER ESTATES

- CONCEPTUAL SITE PLAN -



Architect: Northfield Design Associates, Inc., 1524 South IH 35, Suite 310, Austin, TX 78704

Renderings, Unit Designs and Site Plans are intended only as a general reference. Features, materials, finishes and layout of unit may be different than shown

SOUTH CARRIER ESTATES



PROJECT DATA:

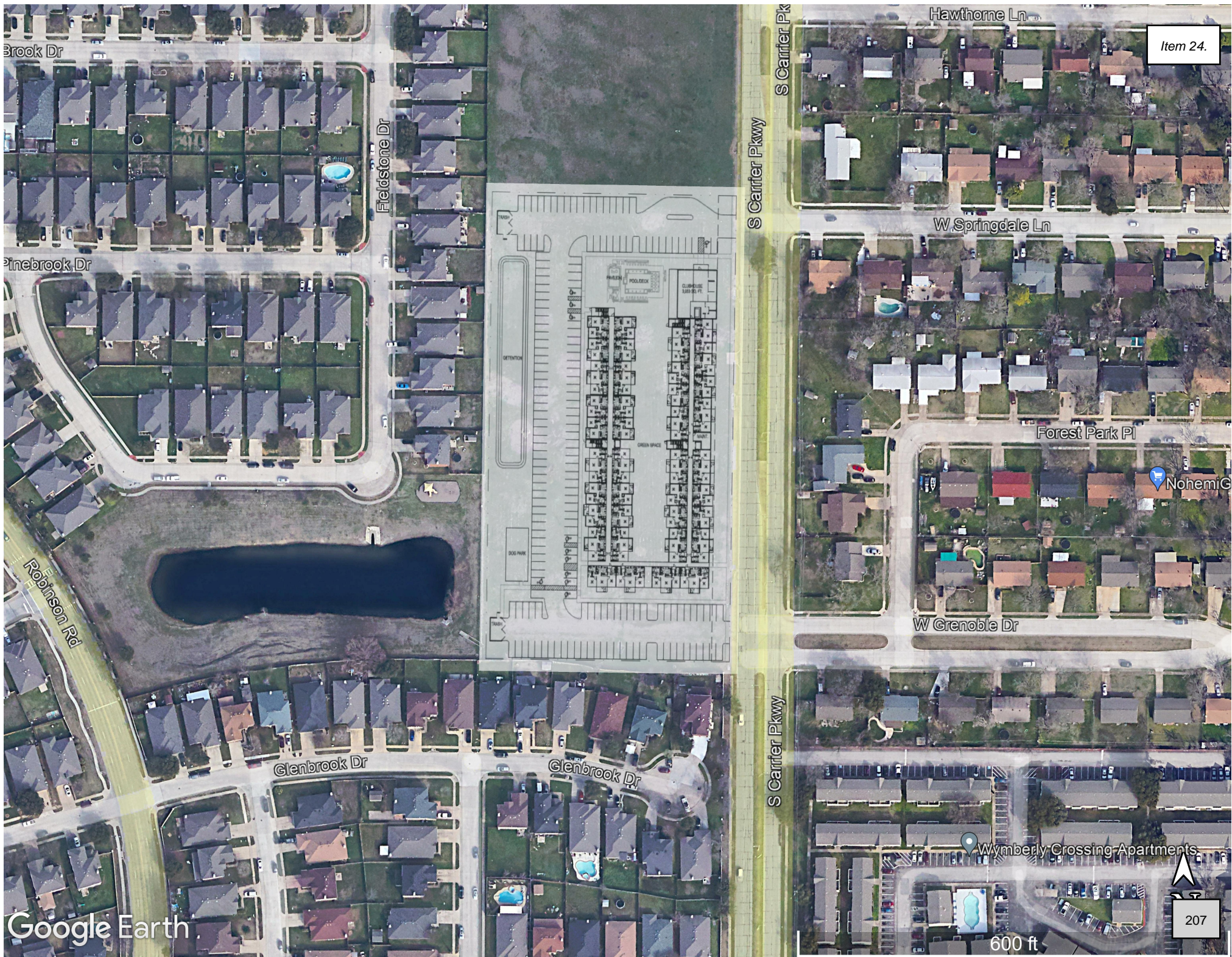
3 Story Independent Senior Apartments
 60 1/1 UNITS @ 650 SQ FT
 54 2/2 UNITS @ 934 SQ FT
 Construction Type: Wood Frame
 Roof Type: Architectural Shingles
 Exterior Finish:
 50% Fiber Cement Board
 50% Stone
 Units per Floor: 38
 Elevators: 2
 1 Story Clubhouse-3,053 sq ft
 6 ADA units
 2 Hearing & Visual impaired units
 Perimeter Fencing per city rqmts

Parking:
 60 x 1.25= 75 spaces
 54 x 2= 108 spaces
 Total Parking Spaces: 183

CONCEPTUAL SITE PLAN

SCALE: 1/64" = 1'-0"

NORTHFIELD DESIGN ASSOCIATES, INC.



Brook Dr

Pinebrook Dr

Robinson Rd

Google Earth

Feldstone Dr

Glenbrook Dr

Glenbrook Dr

S Carrier Pk

S Carrier Pkwy

S Carrier Pkwy

Hawthorne Ln

W Springdale Ln

Forest Park Pl

W Grenoble Dr

Item 24.

Nohemi G

Wymerly Crossing Apartments

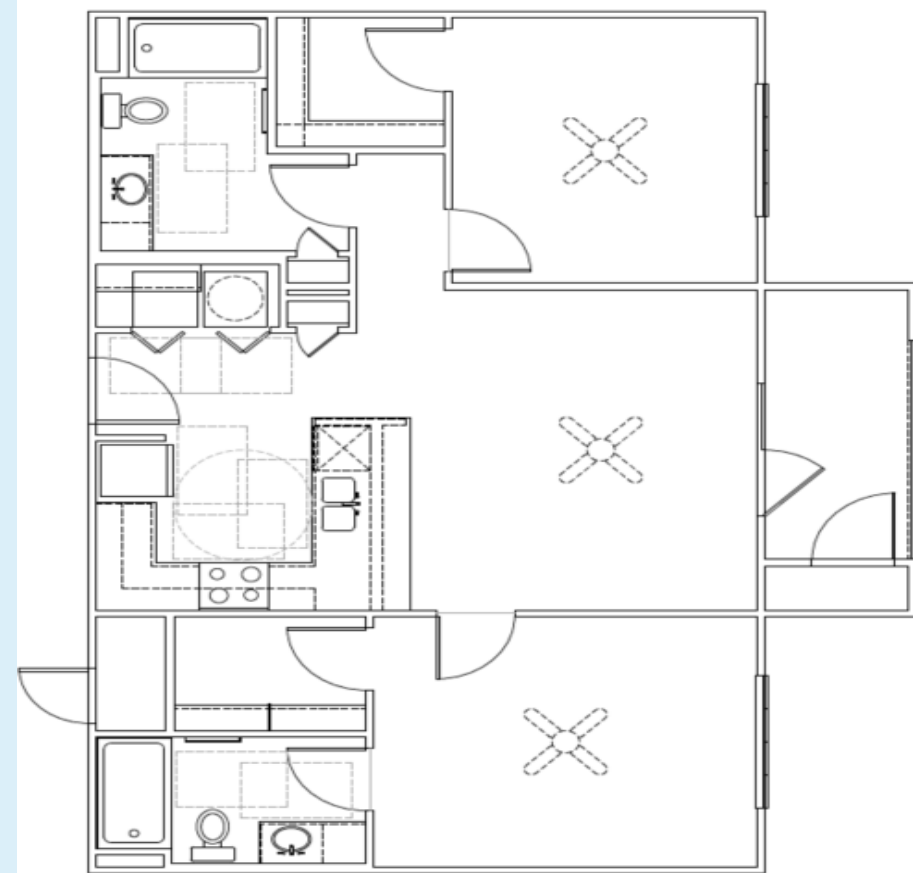
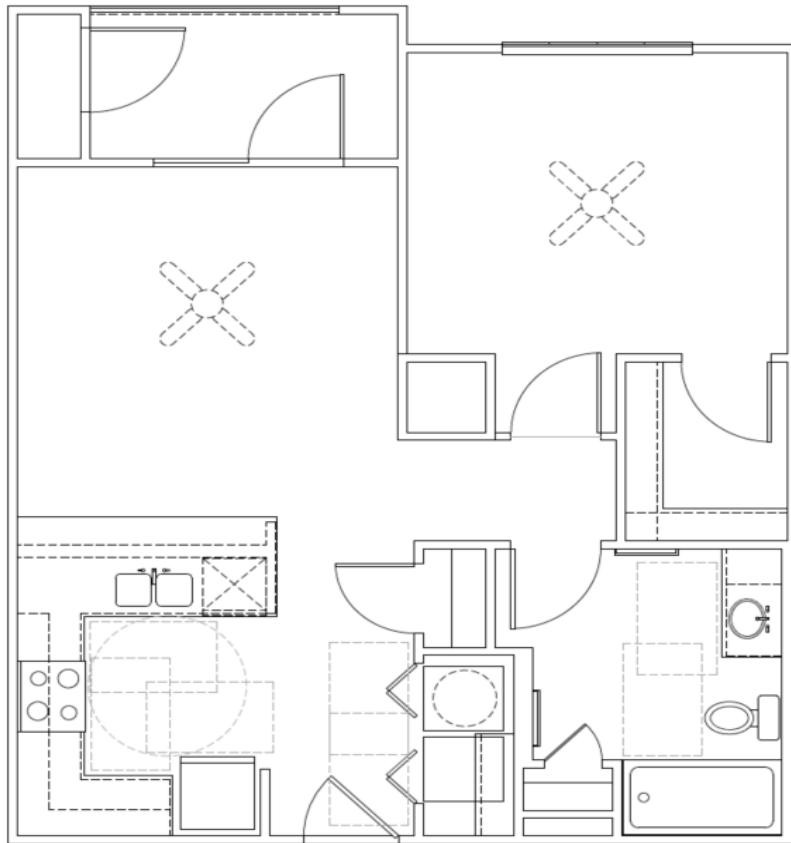
600 ft

207

SOUTH CARRIER ESTATES

- UNIT DESIGN -

Item 24.



Renderings, Unit Designs and Renderings are intended only as a general reference. Features, materials, finishes and layout of unit may be different than shown

SOUTH CARRIER ESTATES - RENDERING -

Item 24.



Renderings, Unit Designs and Site Plans are intended only as a general reference. Features, materials, finishes and layout of unit may be different than shown

SOUTH CARRIER ESTATES - RENDERING -

Item 24.



Renderings, Unit Designs and Site Plans are intended only as a general reference. Features, materials, finishes and layout of unit may be different than shown

SOUTH CARRIER ESTATES - RENDERING -

Item 24.



**Renderings, Unit Designs and Site Plans are intended only as a general reference. Features, materials, finishes and layout of unit may be different than shown*

ZONING CHANGE

Current Zoning under PD 168 under Ordinance No. 3818: General Retail, Commercial-Office and Planned Development for single family attached-cluster housing and single family-zero lot line uses;

Requested Change: Add Independent Senior Housing as an allowed use

The property located at 2904 S. Carrier would be a good property for a independent senior housing allowable use because it is not on the hard corner and would make a good transition between commercial and residential uses. Plus this property is close to the senior center.

SOUTH CARRIER ESTATES

- PRELIMINARY RENT AND INCOME DETAILS -



Typical Blue Sky Community

| 2021 Area Median Income | \$89,000 | Dallas County |
|-------------------------|-----------------|------------------|
| Units-114 | Max Rental Rate | Targeted Income* |
| 60-Units | One Bedroom | One Person |
| 5 @ 30% AMI | \$500 | \$18,690 |
| 28 @ 50% AMI | \$834 | \$ 31,150 |
| 26 @ 60% AMI | \$1001 | \$ 37,380 |
| 1 Units-Market | \$1168 | No Restrictions |
| 54-Units | Two Bedrooms | Two People |
| 6 @ 30% AMI | \$600 | \$21,360 |
| 16 @ 50% AMI | \$1001 | \$35,600 |
| 30 @ 60% AMI | \$1201 | \$42,720 |
| 2 Units-Market | \$1401 | No Restrictions |

BENEFITS TO THE AREA

- SOCIAL -

- Unique opportunity to provide affordable, top-quality housing in a high growth area
- Enable improved quality of life for seniors
- Planned Amenities may Include *(but aren't limited to)*:
 - In-unit laundry connections
 - Upgraded appliances
 - Business center
 - Exercise equipment
 - Pool & Fountain
 - Perimeter fencing
 - Furnished community room
 - Green Building Features



Community Club House
Duval Park, Lealman, FL



In Unit Kitchen
Blue Sky Brandon, Brandon, FL

BENEFITS TO THE RESIDENTS

- RESIDENT PROGRAMS AND REQUIREMENTS -

- Blue Sky will partner with community and non-profit organizations to provide services and skills training to all residents.
- Residents must meet screening, credit and income requirements, and background checks
- On-Site supportive services might include but are not limited to:
 - Quarterly health and nutritional classes
 - Annual health fair & health screening services
 - Weekly exercise classes
 - Twice monthly on-site social events
 - Twice monthly arts, crafts and other recreational activities
 - Annual income tax preparation
 - Computer proficiency classes
 - Book clubs, movie & game nights, birthday parties
 - Potluck dinners
 - Visiting nurses and doctor programs



BLUE SKY UNIT INTERIOR



BLUE SKY COMMON AMENITIES



WHAT IS AFFORDABLE HOUSING AND WHO BENEFITS FROM IT?

In 1986, during the Reagan administration, congress created the **Housing Tax Credit** solution (IRS Section 42) to incentivize private developers to build more affordable housing. The incentive allows the federal government to transfer housing development and future operations & maintenance costs to the private market. Since affordable rental housing costs the same to build as market-rate rental housing, the tax credits allow owners to offer reduced rents to cost-burdened families. This program is administered by the Texas Department of Housing and Community Affairs (TDHCA).

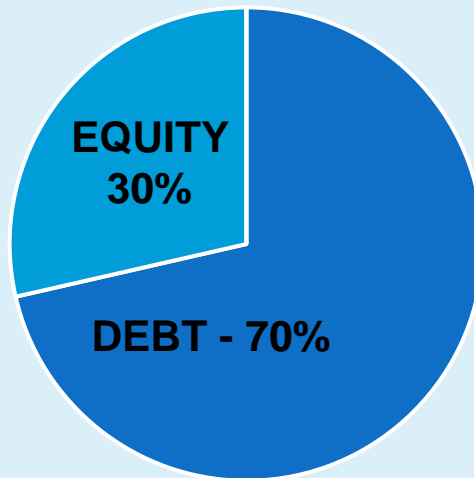
Affordable Housing describes housing that is affordable to residents relative to their area's median family income (AMFI).

For example, the Dallas County Area Median Income is **\$89,000**. Housing costs that do not exceed 30% of a household's gross income is considered **affordable** housing. The total housing cost is inclusive of rent or mortgage payments, insurance, and utilities. When the monthly carrying costs of a home exceed 30-35% of household income then the housing is considered **unaffordable** for that household and restricts a family's ability to accommodate other costs of living such as *food, clothing, health care, child care, transportation, and education*. These families/seniors are considered cost-burdened.

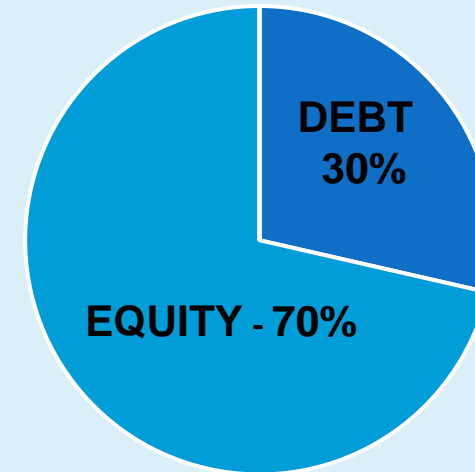
Examples of cost-burdened Texans are retired seniors 55+ on social security or a pension, teachers, police officers, child care providers, paramedics/EMT workers, retail workers, service sector personnel, construction/industrial personnel, essential workers etc.

HOW DOES HOUSING TAX CREDIT FINANCING WORK?

Market-Rate Conventional Financing



9% Housing Tax Credit Financing

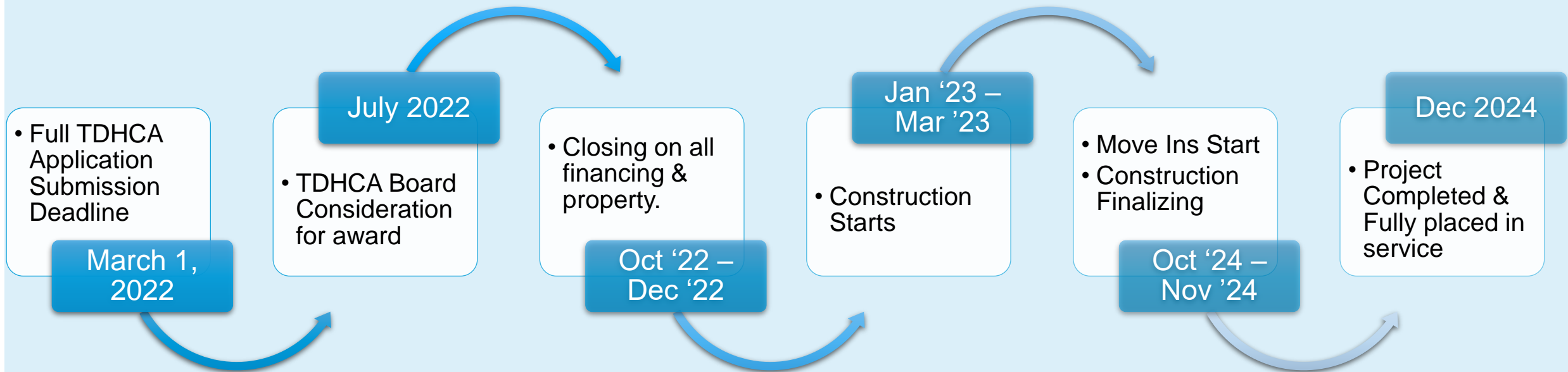


The Housing Tax Credit is claimed yearly over 10 years, sold to an investor and the equity is used to construct new Class A apartment communities or renovate existing rental buildings. Market-Rate Developments use, for example, 70% conventional debt and 30% equity where the 9% HTC financing program provides, for example, 70% equity and 30% debt. Our high quality project will use the tax credit equity to reduce the project cost so we can then pass the savings along to qualified low-income residents via lower rents not rent subsidies.

This development is *not* Section 8 Housing, Public Housing or Government Subsidized Housing. The Blue Sky project will be a privately owned development with a long term hold of a minimum of 15 years.

SOUTH CARRIER ESTATES 2022 ANTICIPATED SCHEDULE

Item 24.



BLUE SKY OWNERSHIP



- **Blue Sky Communities** was formed in the Fall of 2012 with a principal foundation of over 30 years of affordable housing tax credit experience.
- **Blue Sky Communities** has expanded their territory and team by hiring an experienced Regional Vice President to head up their Texas division. New renters are moving into Texas everyday so there is a high demand for affordable housing and Blue Sky can meet that demand.
- **Blue Sky Communities** is a leading advocate for helping local governments and non-profit groups reach their affordable housing goals by developing state-of-the-art, environmentally sound affordable housing communities and units.
- **Blue Sky Communities** makes a point to set-aside units for veterans and the disabled.
- Through partnerships, **Blue Sky Communities** looks forward to developing neighborhood assets that stakeholders can be proud of for decades.
- **Blue Sky Communities** understands the importance of development funding being spent locally for the benefit of local businesses and residents.

BLUE SKY PRINCIPALS



Blue Sky's principals have more than **30 years of experience** developing, financing and managing affordable tax credit housing developments.

- Our **President/CEO, Shawn Wilson**, has been active in this field in Florida since 1992 and developed more than 4,000 units.
- Our **Executive Vice President/CFO, Scott Macdonald**, is responsible for overseeing all operations, project underwriting, project management and managing debt and equity relationships.
- Our founding **Partner, Jim Chadwick** has been developing and managing both affordable and market rate properties since 1981, developing more than 100 distinct projects.
- Our **Texas Regional Vice President, Lisa Rucker**, has been working in the affordable housing industry in **Texas** for over **17 years** with experience in all aspects of development. She lived, worked and raised her family in the DFW area and now currently lives in the Austin Area.
- To date, Blue Sky has developed **1,573 units** of affordable housing. Currently has **749 units** under construction and **566 units** starting construction 2021-2022. These developments include housing for the Families, Seniors, Homeless and Disabled Veterans.

BLUE SKY DEVELOPMENT TEAM



- **Owner Entity:** Blue Sky Communities Acquisition Texas, LLC www.blueskycommunities.com is the Texas developer entity used for developing tax credit communities
- **Architect:** Don Smith, Northfield Design Associates, Inc. www.nda-austin.com 1524 South IH-35, Suite 310, Austin, TX 78704 Ph: 512-302-1458 Northfield Design was founded in May 2003 and specializes in single family and multi-family residential architecture. NDA's commitment to sustainable building practices is fundamental to the firm's design philosophy.
- **Civil Engineer:** Carney Engineering-Craig Carney, 5700 Granite Parkway, Suite 200, Plano, TX 75024 Ph: 469-443-0861 Craig has more than 25 years experience in land development and civil engineering design, site selection, entitlements, zoning, permitting and construction in market segments that include multi-family, restaurants, industrial, and institutional in Texas.
- **General Contractor:** Nations Construction-Michael Czapski www.nationsconstruction.com 3418 Elser Street, Suite 201, Houston, TX 77009 Ph: 713-863-7547. Nations is a Texas construction company that provides a full range of general contracting services, beginning to end: from the early planning and design stages through construction, project completion, and closeout.
- **Attorney:** Locke Lord-Cynthia Bast www.lockelord.com 600 Congress Ave #2200, Austin, Tx 78701 Ph: 512-305-4700 Cynthia Bast is nationally recognized as a preeminent lawyer in the area of affordable housing and community development finance and leads the firm's Affordable Housing Section.
- **Lender:** JP Morgan Chase-Tammy Haylock-Moore, 100 North Tampa Street, 33rd Floor, Tampa, FL 33602 Ph: 813-483-8297
- **Equity Provider:** Raymond James-Sean Jones, 800 Carillon Parkway, St. Petersburg, FL 33716 Ph: 727-567-5703

BLUE SKY COMMUNITIES PROJECT LIST

Item 24.

| Blue Sky Dev Projects | Address | #Units | Rehab/NC | Demographic | Financing | Completion | Total Dev Cost |
|------------------------------|--|--------|----------|-----------------|---|-------------------------|----------------------|
| Duval Park Apartments | 5025 Duval Circle, St. Petersburg, FL | 88 | New | Family/Veterans | 9% HTC, SAIL, ELI, Pinellas HOME/Non-Profit Partner: Boley Centers | Completed 2015 | \$17,593,751 |
| Silver Lake Apartments | 3738 W. Idlewild Circle, Tampa, FL | 72 | Rehab | Family | 9% HTC, Hills Co. SHIP | Completed 2015 | \$10,232,103 |
| Peterborough Apartments | 440 4 th Avenue N, St. Petersburg, FL | 150 | Rehab | Elderly | 4% HTC, Sail, ELI, HUD Transfer (HAP)/Non-Profit: Cathedral Church of St. Peter | Completed 2016 | \$20,301,300 |
| Brookside Square Apartments | 200 72 nd Avenue N, St. Petersburg, FL | 142 | Rehab | Family | 4% HTC, SAIL, ELI, HUD Transfer (HAP)/Non-Profit: Gulf Coast Housing Foundation, Inc. | Completed 2016 | \$18,306,006 |
| Cathedral Terrace | 701 N. Ocean Street, Jacksonville, FL | 240 | Rehab | Elderly | 4% HTC, City of Jax SHIP, SAIL, ELI, HUD Transfer (HAP)/Non-Profit Partner: Cathedral Foundation of Jax | Completed 2017 | \$25,544,019 |
| Blue Sky Brandon | 510 Cobalt Blue Drive, Brandon, FL | 120 | New | Family | 9% HTC, Hills County SHIP | Completed 2017 | \$24,637,785 |
| Woodwinds Apartments | 151 S. Grand Hwy, Clermont, FL | 96 | New | Family/Homeless | 9% HTC, SAIL/Non-Profit: New Beginnings Housing Inc. | Completed 2018 | \$19,711,907 |
| Sweetwater Villas Apartments | 4152 Sweetwater Villas Lane, Tampa, FL | 56 | New | Family | 4% HTC, Hills County HOME | Completed, 2018 | \$11,271,774 |
| Cathedral Towers | 601 N. Newnan Street, Jacksonville, FL | 203 | Rehab | Elderly | 9% Tax Credits, HUD Transfer (HAP)/Non-Profit: Cathedral Foundation of Jax | Completed, 2018 | \$28,384,805 |
| Arbor Village Apartments | 2901 Fruitvale Road, Sarasota, FL | 80 | New | Family/Homeless | 9% HTC, SAIL, NHTF/Non-Profit: CASL | Completed 2020 | \$19,016,743 |
| Preserve at Sable Park | 3748 Chios Island Road, Tampa, FL | 144 | New | Family | 9% HTC, Hills County SHIP, HFA, FHFC Viability | Completed 2020 | \$15,315,609 |
| SabalPlace | NE Corner of Williams Rd & E. Broadway Ave, Seffner FL | 112 | New | Family/Homeless | 9% HTC, Hills County, SAIL, ELI, Hillsborough SHIP, LHF/ Non-Profit: Metropolitan Ministries | Const. Start Sept. 2019 | \$29,499,009 |
| Sub-Total | | 1,503 | | | Completed: 1,391/New-584; Rehab-807 | Under Construction: 931 | Starting Const. 2019 |

BLUE SKY COMMUNITIES PROJECT LIST

Item 24.

| Blue Sky Dev Projects | Address | #Units | Rehab/NC | Demographic | Financing | Completion | Total Dev Cost |
|-----------------------|---|--------|----------|----------------------------|--|--------------------------|---------------------|
| Clermont Ridge | 13605 North Jacks Lake Road, Clermont, FL | 70 | New | Elderly | 9% HTC, Lake County SHIP/Non-Profit: Provident Housing Solutions, Inc. | Const. Start Dec. 2019 | \$15,315,609 |
| Cypress Village | 4551 Winkler Ave, Ft. Myers, FL | 95 | New | Family/Homeless | 9% HTC, SAIL, ELI, Lee County, HOME/Non-Profit: CASL | Const. Start Feb. 2020 | \$20,456,977 |
| Cathedral Townhouse | 501 N. Ocean St, Jacksonville, FL | 177 | Rehab | Elderly | 9% HTC, HUD Transfer (HAP)/Non-Profit: Cathedral Foundation of Jax | Const. Start Dec. 2019 | \$28,267,345 |
| Sandpiper Place | 4605 26 th Street W, Bradenton, FL | 92 | New | Family | 9% HTC, Manatee County | Const. Start April 2020 | \$21,045,803 |
| SkyWay Lofts | 3900 34 th Street South & 3319 39 th Ave South St, St. Petersburg, FL | 65 | New | Family | 9% HTC, City of St. Petersburg | Const. Start August 2020 | \$15,346.776 |
| Fairlawn Village | 1014 Mercy Drive, Orlando, FL | 116 | New | Family/PSH | 4% HTC, SAOL, ELI, NHTF, City of Orlando HOME/Non-Profit: CASL | Const. Start Nov 2020 | \$23,348,275 |
| Ashley Square | 127 E. Ashley Street, Jacksonville, FL | 120 | New | Elderly | 4% HTC, SAIL, ELI, NHTF, Jax HFA, Jax HOME/Non-Profit: Cathedral Foundation of Jax | Const. Start Dec 2020 | \$25,659,982 |
| Swan Lake Village | 2010 Griffin Road, Lakeland, FL | 84 | New | Family/Disabling Condition | 9% HTC, SAIL, ELI, City of Lakeland HOME/Non-Profit: CASL | Const. Start Nov 2020 | \$20.133,009 |
| Blue Sky Landing | McNeil Road at Portofino Landings Blvd, Fort Pierce, FL | 82 | New | Family | 4% HTC, CDBG | Const. Start 2021 | \$19,117,376 |
| Uptown Sky | 13603 N 12 th St & Fletcher Ave, Tampa, FL | 61 | New | Family | 4% HTC, Hillsborough County/Non-Profit: UACDC | Const. Start 2021 | \$17,874,666 |
| Jacaranda Place | 1200 Loveland Blvd, Port Charlotte, Unincorporated Charlotte County, FL | 88 | New | Family/Disabling Condition | 9% HTC, SAIL/Non-Profit: CASL | Const. Start 2021 | \$19,722,148 |
| 4 New Projects | Clearwater, Fort Pierce, Lakeland, and Miami, FL | 335 | New | Family | 9% Tax Credits, SAIL | Const. Start 2022 | \$90,000,225 |
| Total | | 2,888 | | | Completed: 1,573/New-766; Rehab-807 | Under Construction: 749 | Starting Const: 566 |

BLUE SKY DEVELOPMENT EXAMPLE



ASHLEY SQAURE

Ashley Square is a new independent senior living (62+) construction development on vacant land located in Jacksonville, FL. Ashley Square will be a six story building, with two floors of parking, an amenities area located on the ground level, and four floors consisting of 96 one-bedroom and 24 two-bedroom units totaling 120 units. All apartments will be equipped with multiple energy efficient features, including a kitchen, bathroom(s), and storage closets. Amenities include a clubhouse, on-site laundry, fitness center and free parking. Supportive services by Aging True.

FUNDING:

Cathedral Foundation of Jacksonville,
Non-Profit Partner
FHFC 4% Tax Credits
Raymond James Tax Credit Funds
City of Jacksonville
Jacksonville Housing Finance Authority
TD Bank

120 Units

Garden style

Elderly Housing

Construction
Complete 2022

New Construction

\$26 Million Total
Development Cost

BLUE SKY DEVELOPMENT EXAMPLE



ARBOR VILLAGE

Arbor Village Apartments is a new construction development on vacant land in Sarasota, Florida. Arbor Village is a 1-building, 4 story garden-style housing community consisting of a total of 80 units, 72 one-bedroom and 8 two-bedroom units. Each apartment is equipped with energy efficient fixtures, ceiling fans and storage closets. Amenities include common area space, on-site laundry room, a covered lanai and free parking. Multiple resident programs and services will be offered free of charge to the residents.

FUNDING:

FHFC 9% Tax Credits
SAIL
Raymond James Tax
Credit Funds
NHTF
CASL

80 Units

Garden Style

Family and
Homeless

Completed
2020

New Construction

\$19 Million Total
Development Cost

BLUE SKY DEVELOPMENT EXAMPLE



SWEETWATER VILLAS

Sweetwater Villas Apartments is a new construction development on vacant land located on Humphrey Street west of Dale Mabry Highway and North of Waters Ave in West Tampa, Florida. Sweetwater will be a 3-building, garden-style housing community consisting of 36 two-bedroom and 20 three-bedroom units totaling approximately 57,280 square feet. All apartments will be equipped with a kitchen, two bathrooms, washer and dryer hook-ups and storage closets. Amenities include a community area, playground, on-site laundry facilities, and free parking.

FUNDING:

Housing Finance
Authority of Hillsborough
County Tax-Exempt
Bonds,
FHFC 4% Tax Credits,
Hillsborough County
HOME, Raymond James
Tax Credit Funds,
Citi Community Capital

56 Units

Garden Style

Family housing

Completion 2018

New Construction

\$11 Million Total
Development Cost

BLUE SKY DEVELOPMENT EXAMPLE



FUNDING:
 FHFC 9% Tax Credits
 Hillsborough County
 SHIP
 Raymond James Tax
 Credit Funds
 Neighborhood Lending
 Partners
 Chase Bank

BLUE SKY BRANDON

An in-fill site just a block from Route 60, the main thoroughfare of Brandon, FL, this community will be convenient to everything. A regional hospital, elementary school, middle school, and high school are all within walking distance. Every kind of shopping and service imaginable is also a short drive away up and down Route 60. The concrete block buildings will be secure, efficient, and ample, with an average unit size of 980 SF. More than 30 large trees are preserved and are part of this community gaining certification by the Florida Green Building Coalition.

120 Units

Mid-rise

Family housing

Completed
May 2017

New Construction

\$24 Million Total
Development Cost

BLUE SKY DEVELOPMENT EXAMPLE



FUNDING:

FHFC 9% Tax Credits & SAIL
Pinellas County Housing
Authority (Project Based
Vouchers)
Pinellas County HOME
Home Depot Foundation
Raymond James Tax Credit
Funds
Raymond James Bank

DUVAL PARK

Veterans housing is important. Blue Sky recognized this and was poised to win a special allocation of housing credits to address this need. Nearly half the units are set aside for Veteran's with disabilities or special needs. Those units were constructed with nearly 20 special features for wheelchair-bound or otherwise limited persons. Metal roofs, an extra large clubhouse, indoor fitness, outdoor fitness, and a gated entry are among the numerous upgrades that our most deserving citizens enjoy at Duval Park.

88 Units

Garden style

Veteran and Family
Housing

Completed
December 2015

New Construction

\$17 Million Total
Development Cost

BENEFITS TO CITY OF GRAND PRAIRIE

- ECONOMIC IMPACT -

Item 24.

- Multi-million dollar construction investment to the City
- Creation of approximately 55 jobs during construction
- Creation of approximately 3 permanent jobs after construction
- Generation of permitting fees for the City
- New property taxes paid annually to the City
- New utility revenues generated for the City
- New sales taxes generated for the City
- Increased sustainable senior housing for City's general population

WHAT WE NEED...

- We would like to request a City Resolution of Support and a funding commitment for a minimum of \$500.00 for this South Carrier Estates. This signed resolution only gives the applicant the approval to move forward with their housing tax credit financing application with TDHCA. It is not a zoning approval.
- If we receive the Resolution of Support, we will move forward by requesting a rezone and also request the City's comments, concerns, input as to what we can do to make this development best serve your community.

CONTACT US

Scott Macdonald

Executive Vice President/CFO

smacdonald@blueskycommunities.com

508-237-7815

Lisa Rucker

Regional Vice President-Texas

lrucker@BlueSkyCommunities.com

512-409-6170

Blue Sky Communities Corporate Office

813-514-2100

www.blueskycommunities.com



CITY OF GRAND PRAIRIE RESOLUTION

MEETING DATE: 02/15/2022

REQUESTER: Rashad Jackson, AICP

PRESENTER: Rashad Jackson, Director of Planning & Development

TITLE: Resolution of Support or Resolution of No Objection for an Affordable Housing Development at 3200 Corn Valley (City Council Development Committee reviewed on 02/15/2022)

RECOMMENDED ACTION: Either Approve, No objection or No response. The property is currently zoned General Retail.

ANALYSIS:

City staff has received an inquiry from KGC Development to approve a resolution of support for an Affordable Housing development named Valley Village. Valley Village is a multifamily rental community on 5.75 acres at 3200 Corn Valley Road. KCG is proposing 1, 2 and 3 bed townhome units with a standalone clubhouse, planned greenspace, and outdoor amenities. Project details are attached.

The property is currently zoned General Retail. The future land use plan calls for the property to develop as Commercial/Retail/Office.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS IN SUPPORT OF THE SUBMISSION OF AN APPLICATION TO THE 2022 COMPETITIVE HOUSING TAX CREDIT (HTC) PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TD HCA) BY KCG DEVELOPMENT FOR THE NEW CONSTRUCTION OF AFFORDABLE HOUSING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, KCG Development, LLC (“Applicant”) has requested support from the City of Grand Prairie for the new construction of 74 units rental housing units named Valley Village located at 3200 Corn Valley Road, Grand Prairie, Dallas County, Texas (the “Development”); and

WHEREAS, the Applicant has advised that it intends to submit an application to the Texas Department of Housing and community Affairs (“TDHCA”) for an allocation of 2022 Competitive 9% Housing Tax Credits (“HTC”) for the new construction of Valley Village; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution of support from the governing body of a local political subdivision to the Development will improve the overall success of its application; and

WHEREAS, the Applicant has not requested any funding assistance for its application in the form of reduced fees or taxes for the benefit of the Development from the City of Grand Prairie for its application to TDHCA for the new development of affordable housing.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, THAT:

SECTION 1. The City of Grand Prairie, acting through its governing body, hereby confirms that it supports, approves the tax credit application for the proposed new construction of Valley Village by KCG Development, LLC located at 3200 Corn Valley Road, and that this formal action has been taken to put on record the opinion expressed by the City of Grand Prairie in Dallas County on February 15, 2022, and

SECTION 2. The City of Grand Prairie, Dallas County, Texas hereby supports the proposed new development of Valley Village, to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(a)(4), and

SECTION 3. For and on behalf of the Governing Body, Ron Jensen, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs; and

SECTION 4. This Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF FEBRUARY 2022.

APPROVED:

Ron Jensen, Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney



1/5/2022

Esther Coleman
Housing & Neighborhood Services
City of Grand Prairie
300 West Main Street
Grand Prairie, TX 75050

Subject: Formal Request for City Council Resolution of Support for “Valley Village” the proposed development of multifamily rental units utilizing TDHCA’s 2022 9% HTC Program

Dear Ms. Coleman,

KCG Development, LLC (“KCG”) appreciates the opportunity to submit this application to the City of Grand Prairie and City Council for review. KCG is requesting a formal Resolution of Support from City Council for the development of Valley Village - a multifamily rental community proposed for 5.75 acres at 3200 Corn Valley Road, Grand Prairie, TX 75052.

Thanks to the extremely dedicated and experienced individuals that make up our team, KCG has become one of the most active and successful firms in the affordable housing space nationally. We have consistently been ranked among the top 30 national affordable housing developers thanks to our community-centric, creative approach to the challenges of development and alignment with the specific socioeconomic needs of each community we serve. We take pride in the countless public-private partnerships we have championed – without which our community investments would be fruitless and unsustainable.

We are long term owner-investors in our communities. Rather than developing housing to stabilize and sell for a profit, we build to operate with a minimum hold period of 15 years. This approach aligns our goals as an organization with the long term success and growth of the neighborhoods within which we invest. We take pride in this alignment and, if approved by Council to move forward, will work from day one to prioritize community input and goals in the development of Valley Village.

It is our passion to create equitable housing options for all that has struck our interest in this site and we look forward to working with the people of Grand Prairie to build better lives through better communities.

Following this cover letter please find an overview of the proposed development and the KCG team that will oversee the build out and operations of Valley Village for years to come.

Thank you,

A handwritten signature in black ink, appearing to read "CJ Lintner", written over a horizontal line.

CJ Lintner
Development Director
KCG Development, LLC

Development Narrative



Valley Village is the proposed new construction of approximately 74 general tenancy, 2-story townhome style rentals on a triangular, 5.75 acre parcel at 3200 Corn Valley Road. The site is across the street from South Grand Prairie High School, with Highlands Apartments to the south and established single family to the north and east. The site is currently zoned commercial but after extensive talks with local leaders and an internal analysis of housing needs in this area of town – KCG feels strongly that the highest and best use of the site is rental development. KCG plans to submit an Application for rezoning on January 18th which would track through the City's process for a final approval by City Council on March 15th.

As indicated by the attached site plan and concept renderings, KCG is proposing 1, 2 and 3 bed townhome units with a standalone clubhouse, expansive planned greenspace and outdoor amenities. Varied exterior finishes will be utilized to ensure the design blends with the Texas-farmhouse style of the surrounding neighborhood – integrating stucco, stone and shiplap patterns. Every unit will have dedicated garages and private entryways, built into the ground floor of the buildings. Unit interiors will feature expansive, open floorplans designed to market rate design standards.



Sustainable building features – efficient lighting, plumbing, windows, HVAC and more – will be integrated into the design. User-friendly technology integration – controlled building access, smart thermostats, built-in USB ports, smart-lighting in common areas, etc – will also be incorporated. KCG has begun actively seeking city staff and community input to ensure what is built is maximally responsive to what our future neighbors and residents want to see added to the city's housing inventory.

Valley Village will be built utilizing the State of Texas 9% Housing Tax Credit Program, which allows for the development of modern, sustainably built housing inventory to serve households at a variety of income levels. Extremely high demand for labor in Texas coupled with national supply chain issues for key components of residential construction leaves cities like Grand Prairie at a disadvantage when it comes to

providing new housing inventory. This leaves many renters in the community – recent college graduates and young professionals, older adults, civil-servants, educators and others – often stuck over-paying and burdened by the cost of housing. The Housing Tax Credit Program allows communities to close the gaps in their housing needs – providing market-rate quality housing options at rentals rates dictated by local income data. This means housing options that provide earners at all



KCG Development

9311 North Meridian Street Suite 100 | Indianapolis, IN | 46260 | (317) 759-7252

www.kcgcompanies.com

income levels a place to call home that's also within budget.

The property will have 1, 2 and 3 bedroom units, with most units designated for renters at 60% of the Area Median Income ("AMI") and the balance set aside for renters at 50% and 30% of AMI. Below is a Rent & Unit Mix Chart showing the contemplated mix of bedroom types. The percentage of units at each AMI level is designated by the 9% program rules. The units will be designated General Tenancy meaning any qualified household, including seniors, can live at the property.



| Bedroom Count | Income Level | Number of Units | Est. Square Footage | Max Gross Rent (Pre Utility Deduction) | Utility Allowance | Net Rent (What Tenant Pays) |
|---------------|--------------|-----------------|---------------------|--|-------------------|-----------------------------|
| 1 | 30% | 2 | 800 | \$501 | \$138 | \$362 |
| 1 | 50% | 7 | 800 | \$834 | \$138 | \$696 |
| 1 | 60% | 7 | 800 | \$1,001 | \$138 | \$863 |
| 2 | 30% | 4 | 1000 | \$601 | \$150 | \$450 |
| 2 | 50% | 16 | 1000 | \$1,001 | \$150 | \$851 |
| 2 | 60% | 20 | 1000 | \$1,202 | \$150 | \$1,051 |
| 3 | 30% | 2 | 1200 | \$694 | \$174 | \$520 |
| 3 | 50% | 7 | 1200 | \$1,157 | \$174 | \$983 |
| 3 | 60% | 9 | 1200 | \$1,388 | \$174 | \$1,214 |
| TOTAL: | | 74 | | | | |



The development of Valley Village will be overseen from start to finish and throughout operations for years to come by the KCG team. KCG is a vertically integrated firm with Development, Design, Construction and Property Management all in-house. This approach allows us to ensure the commitments we make on the front end with City Staff and members of

the community are not only translated into what we build but into how the property is operated for decades to come.

Key Project Information

Property Name: Valley Village

Ownership Entity: KCG Valley Village, LP

TDHCA Project Number: 22104

TDHCA Score: 172 out of 172 possible points

- The rules and scoring for tax credits is revised bi-annually and 2022 will be the first year under a new set of rules. The changes resulted in this site's score increasing to a perfect score

Tenancy: General (also open to seniors, no age restriction)

Address: 3200 Corn Valley Road, Grand Prairie, TX 75052

Current Zoning: Commercial

Desired Re-zoning: MF-2

Unit Mix – approximately 74 Total Units

| Bedroom Count | Income Level | Number of Units | Est. Square Footage | Max Gross Rent (Pre Utility Deduction) | Utility Allowance | Net Rent (What Tenant Pays) |
|---------------|--------------|-----------------|---------------------|--|-------------------|-----------------------------|
| 1 | 30% | 2 | 800 | \$501 | \$138 | \$362 |
| 1 | 50% | 7 | 800 | \$834 | \$138 | \$696 |
| 1 | 60% | 7 | 800 | \$1,001 | \$138 | \$863 |
| 2 | 30% | 4 | 1000 | \$601 | \$150 | \$450 |
| 2 | 50% | 16 | 1000 | \$1,001 | \$150 | \$851 |
| 2 | 60% | 20 | 1000 | \$1,202 | \$150 | \$1,051 |
| 3 | 30% | 2 | 1200 | \$694 | \$174 | \$520 |
| 3 | 50% | 7 | 1200 | \$1,157 | \$174 | \$983 |
| 3 | 60% | 9 | 1200 | \$1,388 | \$174 | \$1,214 |
| TOTAL: | | 74 | | | | |

Info on Rent Structure

- Per State requirements for the 9% Housing Tax Credit Program, units will be rented to households at 30%, 50% and 60% of Area Median Income levels
- All utilities will be tenant paid – a deduction from the maximum allowable rent level at each given income level has been made to ensure tenants are able to cover their expenses (per State guidelines). This calculation was done by a third party, Plummer Utility Modeling, per Federal and State standards

Contemplated Building Sustainability Features

- Energy Star Lighting
- Energy Star Appliances
- Energy Star Windows
- WaterSense Low-Flow Plumbing Fixtures

Contemplated Technology Integration

- Smart outlets with USB plugs
- Controlled key-card access
- Smart common-area lighting

- Property Wide Fire Monitoring & Sprinkler System

Anticipated Amount of Tax Credits Requested from TDHCA

- \$2,000,000
- Above figure is the maximum per project Regional Allocation for Region 3

Real Estate Taxes & Misc City Fees

- This property ***is not*** seeking a real estate tax exemption, ***the property will pay*** real estate taxes
- No fee waivers are being sought for the properties development

Desired City Council Date for Resolution of Support determination

- KCG would prefer to go to the first Council meeting in February, if convenient for staff

Potential “Priority” Resolution Request

- In the event there are multiple Applicants for City Council Resolution of Support, KCG is not at this time requesting a “priority designation” as the State’s scoring, tie-breakers and low regional allocation of tax credits would ensure only a single project, most in alignment with the State’s rules on the tax credit program, is funded in reality.

Profile of Principles & Key Staff

Firm Overview

Established in 2015, KCG is a mixed-use and multifamily housing developer founded on the principle that positive social impact and profitable development are not mutually exclusive. Never taking a “one-size-fits-all” approach, we take pride in our commitment to aligning our vision with that of local stakeholders. Through this customization, we build sustainable communities that represent long-term value and opportunity for residents.

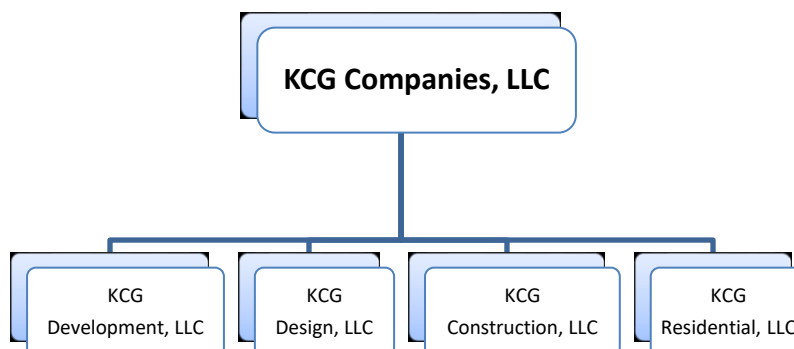
KCG’s approach to development and strong values are reinforced by the experience of its team members. Throughout our careers, KCG principals have collectively financed, developed, or built more than \$2.8 billion of multifamily rental housing. This combined expertise allows KCG to craft unique, market-responsive development solutions and effectively leverage a wide range of financing sources.

Since 2018, KCG has consistently been ranked among the nation’s top 30 Affordable Multifamily Developers in Affordable Housing Finance’s annual ranking. Our growth and successes to date are a testament to multi-disciplinary development approach and KCG’s strong partnerships with housing agencies, financial partners, localities, and our residents.



Organizational Structure

KCG Development, LLC is the development arm of the KCG Companies firm - a vertically integrated affordable housing group with Development, Design, Construction and Property Management groups.



KCG Development will leverage the sister companies within the organization to develop, design, build and manage Amber Meadows.

KCG Development Team Profile

KCG's dynamic real estate development team includes individuals with planning, design, finance, and community development expertise. The following individuals would oversee the development of Amber Meadows:

R.J. Pasquesi | President and Founder



R.J. Pasquesi is the Founder and President of KCG Development. He is responsible for providing both the strategic direction and for leading the day-to-day operational activities of the firm. R.J.'s work at KCG also encompasses taking the lead on equity and lender relationships, project specific financing issues, and growing the portfolio through the acquisition and development of apartment communities.

Prior to forming KCG, R.J. was a senior executive at Herman & Kittle Properties where he led the development and finance areas and helped double the size of the firm over his tenure. During his time there, R.J. was involved in the development, acquisition and / or financing of over 7,500 apartment homes totaling more than \$600 million in investments and over 630,000 square feet of self-storage totaling more than \$45 million in investments.

R.J. began his real estate career working for Affinity Real Estate, LLC, a boutique real estate investment firm. R.J. also worked at Bank of America in both Investment Banking and Portfolio Management. While in the Investment Banking Group, he was responsible for developing corporate finance models to analyze capital structures, acquisitions / divestitures, and corporate valuations. While in the Portfolio Management Group, R.J. assisted in the negotiation and structuring of senior bank debt facilities.

Karla Burck | Executive Vice President



Karla is the Executive Vice President of Development, responsible for acquiring General Partnership interests in existing LIHTC properties, fee simple existing and expiring LIHTC properties as well as other properties with affordable rents.

With over 15 years in the affordable housing industry, Karla began her affordable housing career with the Indiana Housing Finance Authority, now the Indiana Housing & Community Development Authority (IHCDA). In her role as the Allocations Manager, Karla was responsible for the Low Income Housing Tax Credit (LIHTC) and Tax Exempt Bond Programs.

Karla left IHCDA to work for a national Low Income Housing Syndicator where she concentrated on repositioning troubled assets. Things came full circle for Karla when she accepted a position as the Vice President of Acquisitions for a national affordable housing development company, Herman & Kittle Properties. During her tenure with HKP, Karla closed over 40 partnership interests, representing 3,500 units across 13 states, and played an integral role in correcting property management and compliance related issues.

Karla earned a Bachelor's degree from Indiana University. She was recognized as one of AHF's 2015 Young Leaders, has participated on and facilitated conference panel discussions at Affordable Housing Conferences such as NCSHA and IPED, and serves on the Board of Directors for IndyCREW. Karla currently lives in Indianapolis, IN with her husband and two children.



CJ Lintner | Development Director

Main Point of Contact for the proposed development of Valley Village

CJ is the Development Director responsible for cultivating strategic partnerships and multifamily housing development opportunities throughout Texas and Iowa.

Joining the KCG family just after the company was founded, CJ's time with the firm has been spent in a variety of markets – managing all aspects of the development process from site acquisition, throughout the community engagement process and to punch list close-out. Development efforts to date include \$360M of new construction, in-place acquisition renovations and conversions of historic structures to affordable housing.

The last three years, CJ has been focused on growing KCG's portfolio in Texas. Recently completed projects include two Mark Up to Market Section 8 Contract Renewals, one of which was in Houston and leveraged Disaster Recovery CDBG funding from the City's Housing & Community Development Department. Prior to turning his attention on the Texas market, he worked with the Winder Housing Authority in Winder, Georgia to develop Wimberly Manor – 73 units of senior housing on land owned by the Housing Authority.

CJ earned a Bachelor's degree from the Kelley School of Business at Indiana University in Finance and Real Estate. Prior to joining KCG, CJ worked for the Center of Health Innovation & Implementation Science at Indiana University's School of Medicine - refining experimental results into sustainable, scalable, and financially viable healthcare innovations. Throughout this experience, he was able to gain an in-depth understanding of how impactful the built environment, community design and connectivity to local resources are in determining the health and socioeconomic outcomes of both individuals and their larger communities as a whole. In modern America a person's zip code, not their genetics, is the largest determinant of their health outcomes. There is possibly no other single statistic that so effectively illustrates the disparate situations faced by lower income communities, where physical location, i.e. a lack of equitable housing options, often puts essential community resources out of reach.

A desire to combat the disparities faced by workforce communities is CJ's driving motivation – affordable housing development combines a passion for entrepreneurship with a desire to build a better future for those around him.

Erica Meissner | Development Manager



As Development Manager, Erica is responsible for supporting and advancing KCG's development opportunities across the company pipeline. With a background in planning and real estate advisory services, Erica's expertise lies in crafting innovative development solutions that speak to the priorities of the communities KCG serves.

Prior to joining KCG, Erica worked as a Project Manager for Brailsford & Dunlavey – a national program management, planning, and development advisory firm serving colleges, universities, and municipalities. As a Project Manager, Erica led her project teams in developing financially feasible, market-responsive, and mission-aligned student housing master plans and development strategies for more than 25 institutions of higher education. In her final year at Brailsford & Dunlavey, Erica was chiefly responsible for delivering a master plan for a 16,000-bed on-campus student housing portfolio – the largest in the United States.

Previously, Erica worked as an Associate with czb LLC – an urban planning and community development firm. In this capacity, she conducted econometric analyses and on-the-ground field research to devise housing and neighborhood revitalization strategies for her clients. Principally, these strategies promoted community values and aspirations, and leveraged existing community assets.

KCG Development

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Mo McRae | Development Analyst

As Development Analyst, Mo supports the team in identifying new opportunities, underwriting and financial structuring, and preparing financing applications. Mo also plays an integral role in coordinating financial closings with debt and equity partners.

Prior to joining KCG, Mo worked as an analyst for Brailsford & Dunlavey – a national program management, planning, and development advisory firm based in Washington, D.C, where she advised clients on K-12 master planning, collegiate housing, and affordable housing. Mo is passionate about community engagement and transparency in the planning process.

Mo received a Master's degree in Urban and Regional planning with a focus on economics and community engagement from Georgetown University well-positioned to lead a variety of community engagement efforts as a result of her educational and career experience. Additionally, Mo is fluent in Portuguese and Spanish which allows her to connect with a greater range of stakeholders.



Evan Lattner | Development Analyst

Evan's primary responsibility as a Development Analyst is supporting the team's efforts to identify and underwrite new projects. In this role, he is responsible for streamlining pre-development activities across KCG's Southwest pipeline, including site identification, underwriting, financial structuring, and preparing tax credit applications as well as playing an integral role in the closing process with debt and equity partners.

Prior to joining KCG, Evan worked as a financial analyst for Kittle Property Group – a national affordable housing development firm based out of Indianapolis, IN in which he gained exposure to loan conversions to permanent financing, refinancing of assets, and the Qualified Contract process with IHCD. Before that, Evan worked in Public Accounting as an Audit Associate in Denver, CO for KPMG. In this role, he aided in the filing of various Public Company Integrated Audits, Private Company Financial Statement Audits, and Audits of Supplementary Information with the SEC. Evan is passionate about fostering relationships based on accountability and trust as well as identifying unique community needs.

Evan earned his Bachelor of Science in Real Estate Finance and Accounting from Indiana University's Kelley School of Business where he graduated in 2019. Evan lives in the Indianapolis, IN area and enjoys traveling, gardening, and college athletics. He is also an outdoor enthusiast, and spends most of his free time fishing, hiking, or camping.



Tina Waggoner | Asset Manager

Tina is the Asset Manager for KCG Development responsible for monitoring property performance to ensure all company owned communities are performing financially and generating a return on investment. She also makes sure these communities are maintained in accordance with the company's vision to provide safe, affordable housing for families and seniors.

With over 25 years in the affordable housing industry, Tina began her affordable housing career with Davis Properties, LP in 1992 as property manager and spent the last 12 years with Herman & Kittle Properties, Inc as regional manager. In her role as regional manager, Tina was responsible for overseeing the lease up of over 20 Low Income Housing Tax Credit (LIHTC) and Tax Exempt Bond properties. During her tenure with HKP, Tina spent the last 5 years overseeing the transition and stabilization of acquisitions. In that time she transitioned and stabilized over 25 properties. Most of which had operational challenges such as declining occupancy, non-compliance and financial under-performance.

Tina earned her Certified Property Manager (CPM) designation in 2013 from the Institute of Real Estate Management (IREM). She holds the Certified Occupancy Specialist (COS) and Blended Occupancy Specialist (BOS) designation from the National Center for Housing Management (NCHM) along with the Housing Credit Certified Professional (HCCP) from the National Association of Home Builders (NAHB).

Nick Thompson | Director of Finance



As Director of Finance, Nick is responsible for managing the equity and debt relationships for KCG. Once a deal receives credit reservation, Nick begins working with KCG's financial partners to secure the equity and debt financing for each transaction. Through finance structuring, collaboration with financial partners, and working closely alongside fellow team members, Nick guides each deal towards the closing table. Nick also handles capital calls and facilitates the conversion/stabilization process with lenders and syndicators.

Prior to joining KCG, Nick worked for CREA, a national LIHTC syndicator based in Indianapolis. Nick's time at CREA involved stints in both the Underwriting and Acquisitions Departments. During his time in Underwriting, Nick worked on financial projections, risk analysis, and market research. Upon his transition to the Acquisitions Department, Nick secured opportunities with developer partners and structured deals valued at more than \$200 Million in equity total. Most recently, he worked on the closing side, orchestrating the financial, legal, and real estate aspects of the transaction, where he closed \$120 Million in equity. Nick has a B.A. in Economics from DePauw University.

KCG Design Services Team Profile



Andrew Wilson | Vice President – Design Services

Andy is the Vice President of KCG Design Services, responsible for architectural and design oversight of all KCG developments, including assembling design and engineering teams to deliver KCG's vision across all markets.

Over 15 years, Andy has gained direct professional experience in the design, construction, and real estate development industries. A licensed architect since 2006, Andy started his career in New York City, where he worked for large firms specializing in master planning, hospitality, and high-end residential design across the US and in Bermuda and the Caribbean. More recently, Andy was a construction project manager and lead cost estimator for a construction management firm responsible for \$120 million in lump sum bids annually. After 13 years in New York, Andy came back to the Midwest, working in Milwaukee for a real estate investment and development company focused on LIHTC and historic tax credit rehabs and development in southeastern Wisconsin.

For KCG, since 2019, Andy has overseen design for nearly 750 affordable units in Texas at a total development value of over \$125 million, in a mixture of new construction and rehab projects.

Andy is a summa cum laude graduate of the University of Notre Dame where he earned a Bachelor's of Architecture, and holds credentials as a U.S. Green Building Council LEED® Accredited Professional and National Council of Architectural Registration Boards Certified Architect. Andy lives in Indianapolis with his wife and two sons.



Cynthia Lyons | Project Manager - Interiors

As a project manager at KCG, Cynthia's role is supporting the design and execution of developments across all regions. Cynthia has a great understanding of the roles and responsibilities of each discipline of the design team and provides clear communication, ensuring project coordination and adherence to schedule. With a focus on interior architecture and design, she strives to create comfortable and desirable places to live. Her goal is to help ensure KCG's vision of building better communities for better lives.

Prior to KCG, Cynthia worked for 7 years in design and production at Indianapolis architecture firms. In the role of Graduate Architect, she followed projects through Schematic Design, Design Development, Construction Documents, and Construction Administration. Cynthia has contributed to the design and documentation of various new buildings and renovations, including historic renovation and adaptive reuse. Having a diverse background in multi-family, mixed-use, education and performing arts facilities, Cynthia is dedicated to the cultivation of community.

A native of St. Louis, Missouri, Cynthia earned a Bachelor of Architecture, Magna Cum Laude, from the University of Notre Dame. She spent several years overseas, including as a member of the Army Family Readiness Group in Baumholder, Germany. Cynthia currently lives in Indianapolis, Indiana, with her three children.

KCG Construction Team Profile



Christopher S. Italiano, Executive Vice President of Construction

Construction Executive with 30+ years of direct experience in the multi and single family, and student housing segments.



Chuck Seale, Vice President of Pre-Construction

18 years of General Contracting experience and has managed over 5,000 apartment homes and over 1,000,000 square feet of Commercial and Retail Space.



Jared Tieman, Regional Project Executive

10+ years of Project Management and has provided the oversight for multi-family/student housing. He has managed over \$334m and built 2,000+ units.



Luis Izquierdo, Project Manager

10+ years in the Construction Industry working on projects in the Caribbean, New England and Wisconsin including high rise, residential and retail.



Evan Olson, Project Manager

Evan has worked as a Project Manager overseeing multi-level student housing construction in Reno, NV, Arlington, TX and Denton, TX.

Development Partner References

Following are development partner references from previous projects which KCG has participated in.

Please feel free to contact any of these groups or individuals directly for more information.

Community Partners

Ray Miller
Assistant Director
Multifamily, Public Facilities & Real Estate Finance
City of Houston
Housing & Community Development Department
2100 Travis Street, 9th Floor
Houston, TX 77002
Office: 832-394-6119
Email: Ray.Miller@HoustonTX.gov

Jim Shaw
Executive Director
Capital Area Housing Finance Corporation
4101 Parkstone Heights Drive, Suite 280
Austin, TX 78746
Office: 512-347-9953
Email: jeshaw@cahfc.org

Tax Credit Investor References

Jen Erixon
Senior Vice President, Originations
Alliant Capital, LTD
21600 Oxnard Street, Suite 1200
Woodlands Hills, CA 91367
Office: 818-449-5800
Email: Jen.Erixon@alliantcapital.com

Kristen Senff
Vice President - Originations
10 South Riverside Plaza, Suite 1700
Chicago, IL 60606
Office: 312-360-0400
Email: Kristen.Senff@nefinc.org

Housing Authorities

Michelle Yawn
Executive Director
Winder Housing Authority
163 Martin Luther King, Jr. Drive
Winder, GA 30680
Office: 770-867-7495
Email: myawn@winderhousing.com

Referential Concept Renderings

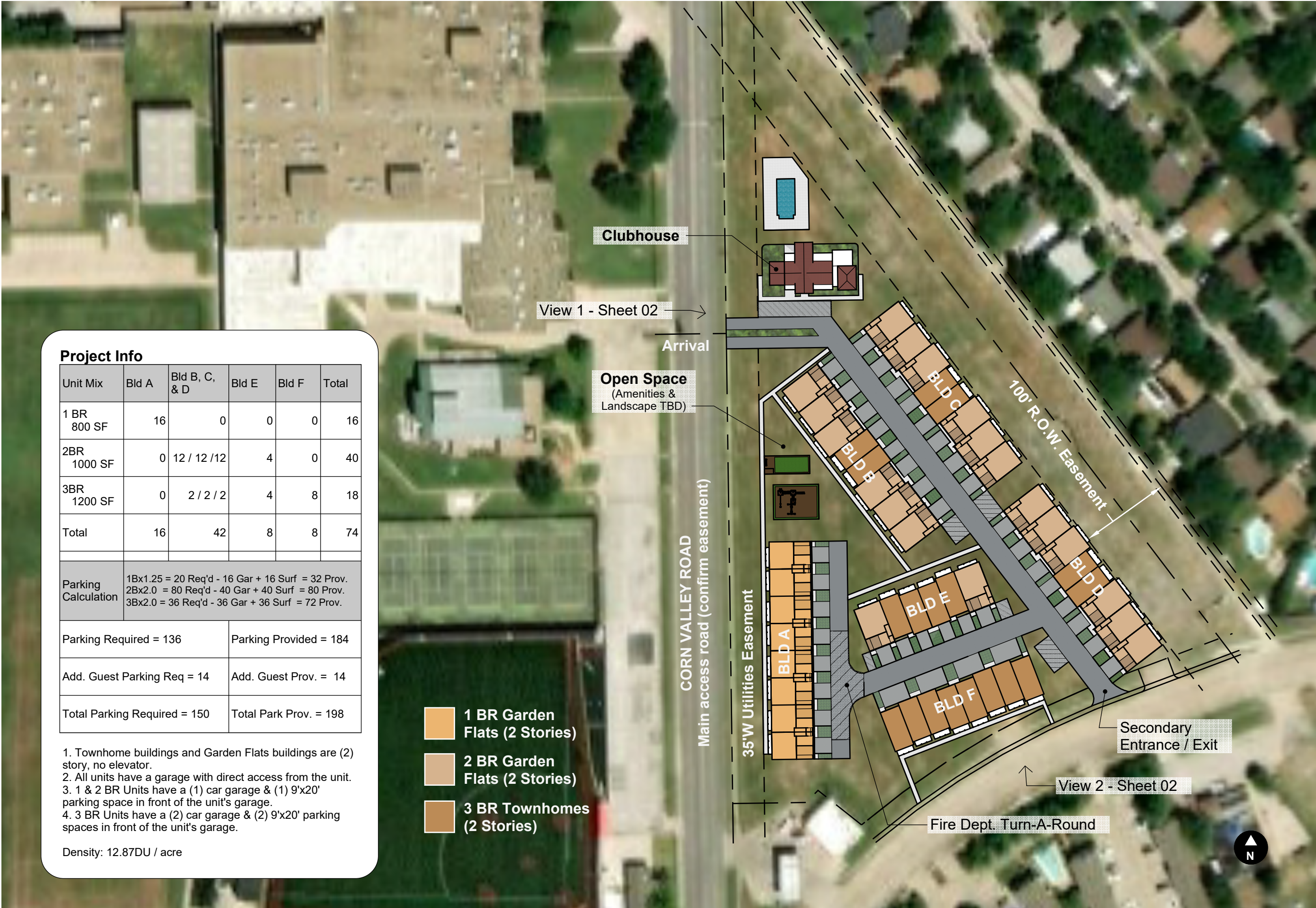
Note: While some reference renderings show otherwise, please note that KCG is planning a 2-story design for Valley Village. KCG also aims to select exterior finishes that will both match with the surrounding residential uses and enhance the overall curb appeal of the neighborhood. Stone, stucco and varied shiplap designs will be utilized on the exterior to give the property a modern townhome feel that blends with the surrounding community.



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Perspective View 1



Perspective View 2

Item 25.

KCG
DESIGN SERVICES

PROJECT

Valley Village
3200 Corn Valley Road- Grand Prairie, Texas

ISSUE

12 .17. 2021

RE-ISSUE

MM.DD.YY

PROJECT NO.

TX 20.102

DEV

CJ

DESCRIPTION

Perspective
View

SCALE

No Scale

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