



AGENDA

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

CALL TO ORDER

STAFF PRESENTATIONS

1. Public Improvement District (PID) Presentation
2. Preliminary FYE 2021 Parks Enterprise Financial Reports
3. 2021-2022 Plan of Finance

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.

4. Minutes from the Finance and Government Committee Meeting November 2, 2021
5. Administrative Service Agreement between the City of Grand Prairie and the Grand Prairie Local Government Corporation
6. 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
7. Construction Manager at Risk (CMAR) Contract with AUI Partners, LLC for pre-construction management services for Phase I Mi Familia in the amount of \$3,000 and approve a Construction Service Fee of 2.25% to be applied at a later time to the actual approved construction costs for the Phase I work
8. Resolution authorizing the City Manager to accept a Texas Department of Transportation Airport Rescue Plan Act Grant Agreement in the amount of \$59,000

ITEMS FOR INDIVIDUAL CONSIDERATION

9. Change Order #3 with Employer Direct Healthcare (Surgery Plus) in the amount of \$125,000, for an overall annual amount for 2021 not to exceed \$500,000, and Price Agreement Renewal #5 for an overall annual amount not to exceed \$520,000 for both procedure costs and an increased administration fee of \$4.00 PEPM beginning January 1, 2022

- [10.](#) Ordinance amending the FY 2021-22 Pooled Investment Fund Budget: Purchase and installation of mobile backup generators and docking stations from Holt CAT through a national cooperative agreement with Sourcewell (formerly NJPA) in the amount of \$1,655,910.38 with a 10% contingency of \$165,591.00.
- [11.](#) Authorize the city manager to amend the BrandEra and Madden Media contracts for advertising from \$325,000 each to BrandEra \$525,000 and Madden \$425,000 by dividing the unused \$300,000 on the not renewed contract with Rhyme and Reason
- [12.](#) 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
- [13.](#) 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 (LPAFA) 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
- [14.](#) Resolution granting 380 Incentive Agreement with CB Jeni Homes, LLC; granting an 80% rebate on the city’s 1% general city use tax revenue
- [15.](#) Discussion and consideration of all matters incident and related to approving and authorizing publication of notice of intention to issue up to \$26 million in certificates of obligation, including the adoption of a resolution pertaining thereto
- [16.](#) Discussion and consideration of all matters incident and related to the issuance and sale of \$62.5 million of “City of Grand Prairie, Texas, Sales Tax Revenue Refunding Bonds, Taxable Series 2022,” including the adoption of an ordinance authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to an authorized official of the City.

EXECUTIVE SESSION

The Finance and Government Committee 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.”*

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

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.

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the Finance and Government Committee agenda was prepared and posted December 10, 2021.



Gloria Colvin, Deputy City Secretary



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 11/10/2021
REQUESTER: Caryn Riggs
PRESENTER: Lee Harriss, Special District Administrator
TITLE: Public Improvement District (PID) Presentation
RECOMMENDED ACTION: None

ANALYSIS:
Presentation on Public Improvement District (PID)s and their purpose.

FINANCIAL CONSIDERATION:



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 12/14/2021

REQUESTER: Gary Yakesch, Assistant Director Parks Finance

PRESENTER: Gary Yakesch, Assistant Director Parks Finance

TITLE: Preliminary FYE 2021 Parks Enterprise Financial Reports

RECOMMENDED ACTION: None

ANALYSIS:

Preliminary FYE 2021 Parks Enterprise Financial Reports Presentation by Parks Staff

FINANCIAL CONSIDERATION:

N/A

Financial Report

Prelim - September 2021 (Unaudited)



	FY21 ACTUAL		FY21 PROJECTION		Actual Vs Projection	FY21 BUDGET		
Revenues								
In House Catering	8,769	1.18%	10,000	1.50%	(1,231)	125,000	9.29%	
Outside Catering	306,648	41.15%	320,000	47.94%	(13,352)	525,000	39.03%	
Service Charge	90,186	12.10%	98,000	14.68%	(7,814)	230,000	17.10%	
Alcohol	66,120	8.87%	38,950	5.84%	27,170	85,000	6.32%	
Equipment Rental	46,595	6.25%	50,000	7.49%	(3,405)	50,000	3.72%	
Room Rental	226,308	30.37%	150,000	22.47%	76,308	325,000	24.16%	
Other	500	0.07%	500	0.07%	-	5,000	0.37%	
	745,126	100.00%	667,450	100.00%	77,676	1,345,000	100.00%	
Labor								
City Labor	261,279	35.07%	280,353	42.00%	(19,074)	339,721	25.26%	
City Benefits	111,305	14.94%	112,395	16.84%	(1,090)	121,899	9.06%	
Workforce/Temp Labor	38,664	5.19%	80,000	11.99%	(41,336)	73,000	5.43%	
	411,248	55.19%	472,748	70.83%	(61,500)	534,620	39.75%	
Cost Of Goods								
Food	11,653	132.89%	12,500	125.00%	(847)	56,250	45.00%	
Alcohol	26,493	40.07%	21,750	55.84%	4,743	36,508	42.95%	
	38,146	5.12%	34,250	5.13%	3,896	92,758	6.90%	
Catering Cost	248,135	33.30%	262,400	39.31%	(14,265)	404,500	30.07%	
<i>Cater Cost As % Catering Rev</i>	<i>80.92%</i>		<i>82.00%</i>			<i>77.05%</i>		
Supplies	10,223	1.37%	12,300	1.84%	(2,077)	9,800	0.73%	
Utilities	56,937	7.64%	56,000	8.39%	937	80,500	5.99%	
Promotion	23,590	3.17%	25,453	3.81%	(1,863)	25,000	1.86%	
Operating Expense	161,134	21.63%	190,551	28.55%	(29,417)	235,738	17.53%	
Total All Expenditures	949,413	127.42%	1,053,702	157.87%	(104,289)	1,382,916	102.82%	
Operating Income / (Loss)	(204,287)	-27.42%	(386,252)	-57.87%	181,965	(37,916)	-2.82%	
Cost Recovery	78.48%		63.34%			97.26%		
Subsidy	21.52%		36.66%			2.74%		

Excludes encumbrances, transfers, capital, and reimbursements.

Financial Report

Prelim - September 2021 (Unaudited)



	FY21 ACTUAL		FY21 PROJECTION		Actual Vs Projection	FY21 BUDGET	
Revenues							
Tickets	26,242	16.14%	30,000	17.49%	(3,758)	65,000	26.37%
Rentals	65,850	40.49%	59,000	34.40%	6,850	65,000	26.37%
Concessions	87	0.05%	9,000	5.25%	(8,913)	20,000	8.11%
Alcohol	3,429	2.11%	9,000	5.25%	(5,571)	26,000	10.55%
Catering	1,700	1.05%	-	0.00%	1,700	-	0.00%
Arts Council Rent (HM)	62,500	38.43%	62,500	36.44%	-	62,500	25.35%
City Advertising Contribution (HM)	-	0.00%	-	0.00%	-	-	0.00%
Restoration Fees	2,806	1.73%	2,000	1.17%	806	8,000	3.25%
Sponsorships / Contributions	-	0.00%	-	0.00%	-	-	0.00%
	162,614	100.00%	171,500	100.00%	(8,886)	246,500	100.00%
Labor							
City Labor	95,804	58.91%	95,048	55.42%	756	100,747	40.87%
City Benefits	41,647	25.61%	42,473	24.77%	(826)	43,219	17.53%
Workforce/Temp Labor	5,553	3.41%	15,000	8.75%	(9,447)	40,000	16.23%
	143,004	87.94%	152,521	88.93%	(9,517)	183,966	74.63%
Cost Of Goods							
Food	619	711.49%	5,850	65.00%	(5,231)	11,000	55.00%
Alcohol	2,639	76.96%	4,500	50.00%	(1,861)	12,711	48.89%
	3,258	2.00%	10,350	6.03%	(7,092)	23,711	9.62%
Supplies	5,418	3.33%	4,800	2.80%	618	6,950	2.82%
Utilities	17,629	10.84%	18,500	10.79%	(871)	23,500	9.53%
Promotion	11,438	7.03%	10,000	5.83%	1,438	23,500	9.53%
Shows	40,620	24.98%	55,000	32.07%	(14,380)	60,000	24.34%
Operating Expense	136,453	83.91%	137,682	80.28%	(1,229)	151,840	61.60%
Total Operating Expenditures	357,820	220.04%	388,853	226.74%	(31,033)	473,467	192.08%
Net Income / (Loss)	(195,206)	-120.04%	(217,353)	-126.74%	22,147	(226,967)	-92.08%
Cost Recovery	45.45%		44.10%			52.06%	
Subsidy	54.55%		55.90%			47.94%	

Excludes encumbrances and transfers.

Financial Report
Prelim - September 2021 (Unaudited)



	FY21 YTD		FY21 PROJECTION		Actual Vs Projection	FY21 BUDGET	
Active Members	1,868		1,200		668	4,000	
Active Silver Sneaker Members	834		500		334	750	
Active Renew Active Members	969		600		369	850	
	3,671		2,300		1,371	5,600	
MEMBERSHIPS	102,098	37.51%	55,000	22.11%	47,098	445,000	42.58%
Silver Sneakers	25,415	9.34%	30,000	12.06%	(4,585)	70,000	6.70%
Renew Active	37,920	13.93%	40,000	16.08%	(2,080)	85,000	8.13%
Total Memberships	165,433	60.77%	125,000	50.25%	40,433	600,000	57.42%
ACTIVITIES							
Fitness	1,140	0.42%	20,000	8.04%	(18,860)	90,000	8.61%
Massage	6,196	2.28%	5,000	2.01%	1,196	40,000	3.83%
Aquatics	2,305	0.85%	5,000	2.01%	(2,695)	24,000	2.30%
Classes	4,610	1.69%	2,000	0.80%	2,610	18,000	1.72%
Dances	-	0.00%	-	0.00%	-	2,000	0.19%
Travel	1,155	0.42%	1,000	0.40%	155	50,000	4.78%
	15,406	5.66%	33,000	13.26%	(17,594)	224,000	21.44%
FOOD & BEVERAGE							
In House Food Service	6,860	2.52%	10,000	4.02%	(3,140)	80,000	7.66%
Alcohol	2,847	1.05%	271	0.11%	2,576	13,000	1.24%
External Catering	7,136	2.62%	2,000	0.80%	5,136	20,000	1.91%
	16,843	6.19%	12,271	4.93%	4,572	113,000	10.81%
OTHER / MISC.							
Special Events/Theater	2,000	0.73%	2,000	0.80%	-	9,000	0.86%
Rentals & Attendant Fees	21,887	8.04%	20,000	8.04%	1,887	50,000	4.78%
Vending	-	0.00%	-	0.00%	-	3,000	0.29%
Merchandise	3,116	1.14%	1,505	0.60%	1,611	4,000	0.38%
Other Contributions	47,530	17.46%	55,000	22.11%	(7,470)	42,000	4.02%
	74,533	27.38%	78,505	31.56%	(3,972)	108,000	10.33%
TOTAL REVENUE	272,215	100.00%	248,776	100.00%	23,439	1,045,000	100.00%

Financial Report
Prelim - September 2021 (Unaudited)



	FY21 YTD		FY21 PROJECTION		Actual Vs Projection	FY21 BUDGET		
LABOR								
City Labor	798,926	293.49%	807,563	324.61%	(8,637)	945,501	90.48%	
City Benefits	352,591	129.53%	354,997	142.70%	(2,406)	375,421	35.93%	
Workforce / Recreation Leaders	6,841	2.51%	58,000	23.31%	(51,159)	86,750	8.30%	
	1,158,358	425.53%	1,220,560	490.63%	(62,202)	1,407,672	134.71%	
COST OF GOODS								
Merchandise	3,444	110.53%	2,347	155.95%	1,097	2,250	56.25%	
In House Food Service	8,036	117.14%	2,500	25.00%	5,536	61,750	77.19%	
Alcohol Sales	983	34.53%	750	276.75%	233	7,642	58.78%	
External Catering	7,188	100.73%	1,578	78.90%	5,610	19,000	95.00%	
	19,651	7.22%	7,175	2.88%	12,476	90,642	8.67%	
EXPENDITURES								
Supplies	63,606	23.37%	68,286	27.45%	(4,680)	86,160	8.24%	
Utilities	89,906	33.03%	160,000	64.31%	(70,094)	244,252	23.37%	
Travel	(1,078)	-93.33%	1,000	100.00%	(2,078)	40,000	80.00%	
Special Events/Theater	2,129	184.33%	3,000	300.00%	(871)	12,582	24.20%	
Promotion	7,412	2.72%	20,000	8.04%	(12,588)	28,200	2.70%	
Maintenance	150,968	55.46%	117,032	47.04%	33,936	102,532	9.81%	
Janitorial	-	0.00%	-	0.00%	-	-	0.00%	
Masasage Therapy	4,741	1.74%	24,000	9.65%	(19,259)	24,000	2.30%	
Contingency	-	0.00%	-	0.00%	-	-	0.00%	
Operating Expense	55,689	20.46%	124,872	50.19%	(69,183)	147,822	14.15%	
Reimbursements	-	0.00%	-	0.00%	-	-	0.00%	
	373,373	137.16%	518,190	208.30%	(144,817)	685,548	65.60%	
TOTAL EXPENDITURES	1,551,382	569.91%	1,745,925	701.81%	(194,543)	2,183,862	208.98%	
OPERATING INCOME / (LOSS)	(1,279,167)	-469.91%	(1,497,149)	-601.81%	217,982	(1,138,862)	-108.98%	
Cost Recovery	17.55%		14.25%			47.85%		
Subsidy	82.45%		85.75%			52.15%		

Excludes capital and transfers

Financial Report
Prelim - September 2021 (Unaudited)



	FY21 ACTUAL		FY21 PROJECTION		Actual Vs Projection	FY21 BUDGET	
Revenues							
Camp	31,353	32.81%	30,000	30.93%	1,353	60,000	24.14%
Class	14,285	14.95%	15,000	15.46%	(715)	60,000	24.14%
Memberships	33,428	34.98%	32,000	32.99%	1,428	67,000	26.96%
Food / Beverage / Retail	-	0.00%	-	0.00%	-	1,500	0.60%
Rental Reservations	14,983	15.68%	20,000	20.62%	(5,017)	60,000	24.14%
Other	1,511	1.58%	-	0.00%	1,511	-	0.00%
	95,560	100.00%	97,000	100.00%	(1,440)	248,500	100.00%
Labor							
City Labor	223,096	233.46%	240,714	248.16%	(17,618)	302,384	121.68%
City Benefits	63,460	66.41%	65,523	67.55%	(2,063)	76,308	30.71%
Workforce/Temp Labor	-	0.00%	-	0.00%	-	-	0.00%
	286,556	299.87%	306,237	315.71%	(19,681)	378,692	152.39%
Supplies	19,229	20.12%	19,533	20.14%	(304)	31,499	12.68%
Utilities	40,877	42.78%	47,000	48.45%	(6,123)	59,000	23.74%
Promotion	-	0.00%	700	0.72%	(700)	700	0.28%
Capital	-	0.00%	-	0.00%	-	-	0.00%
Operating Expense	69,149	72.36%	101,784	104.93%	(32,635)	104,819	42.18%
Total Operating Expenditures	415,811	435.13%	475,254	489.95%	(59,443)	574,710	231.27%
Net Income / (Loss)	(320,251)	-335.13%	(378,254)	-389.95%	58,003	(326,210)	-131.27%
Cost Recovery	22.98%		20.41%			43.24%	
Subsidy	77.02%		79.59%			56.76%	

Financial Report
Prelim - September 2021 (Unaudited)



	FY21 ACTUAL		FY21 PROJECTION		Actual Vs Projection	FY21 BUDGET	
Revenues							
Festivals	2,445	0.07%	1,000	0.03%	1,445	10,000	0.27%
Gate Receipts	1,509,321	45.71%	1,832,500	51.47%	(323,179)	1,874,000	51.04%
Annual Permits	208,885	6.33%	176,000	4.94%	32,885	175,000	4.77%
Cabins	135,938	4.12%	125,000	3.51%	10,938	150,000	4.09%
Rentals	167,458	5.07%	87,500	2.46%	79,958	86,000	2.34%
Parksites	829,799	25.13%	750,000	21.07%	79,799	730,000	19.88%
Marina Lease	294,191	8.91%	320,000	8.99%	(25,809)	325,000	8.85%
Camp Store	56,888	1.72%	119,500	3.36%	(62,612)	80,000	2.18%
Lodge	30,503	0.92%	70,000	1.97%	(39,497)	156,000	4.25%
Other	66,697	2.02%	78,710	2.21%	(12,013)	85,500	2.33%
	3,302,125	100.00%	3,560,210	100.00%	(258,085)	3,671,500	100.00%
Labor							
City Labor	1,134,191	34.35%	1,202,777	33.78%	(68,586)	1,209,847	32.95%
City Benefits	505,006	15.29%	514,791	14.46%	(9,785)	515,978	14.05%
Workforce/Temp Labor	106,363	3.22%	70,000	1.97%	36,363	70,000	1.91%
	1,745,560	52.86%	1,787,568	50.21%	(42,008)	1,795,825	48.91%
Camp Store	44,846	1.36%	45,261	1.27%	(415)	50,750	1.38%
Camp Store Cost As % Camp Store Rev	78.83%		37.88%			63.44%	
Supplies	107,364	3.25%	143,032	4.02%	(35,668)	150,112	4.09%
Utilities	196,577	5.95%	247,239	6.94%	(50,662)	263,000	7.16%
Indirect Cost - Gen Fund	149,465	4.53%	149,465	4.20%	-	149,465	4.07%
Reimbursements	78,781	2.39%	78,781	2.21%	-	78,781	2.15%
Debt	326,250	9.88%	328,750	9.23%	(2,500)	330,500	9.00%
Operating Expense	480,650	14.56%	509,732	14.32%	(29,082)	507,520	13.82%
Total Operating Expenditures	3,129,494	94.77%	3,289,828	92.41%	(160,335)	3,325,954	90.59%
Operating Income / (Loss)	172,631	5.23%	270,382	7.59%	(97,750)	345,546	9.41%

Financial Report

Prelim - September 2021 (Unaudited)



GRAND PRAIRIE MEMORIAL GARDENS *And Mausoleum*

	FY21 ACTUAL		FY21 PROJECTION		Actual Vs Projection	FY21 BUDGET	
Revenues							
Section Sales	923,386	43.70%	808,915	44.23%	114,471	489,000	44.19%
Marker Sales	625,986	29.63%	530,919	29.03%	95,067	300,000	27.11%
Columbarium Sales	78,753	3.73%	65,000	3.55%	13,753	25,000	2.26%
Interment Fees	334,822	15.85%	280,512	15.34%	54,310	193,600	17.50%
Mausoleum Sales	96,504	4.57%	79,833	4.37%	16,671	60,000	5.42%
Burial Box/Vaults	44,879	2.12%	51,000	2.79%	(6,121)	33,000	2.98%
Scattering Sales	(2,640)	-0.12%	1,000	0.05%	(3,640)	1,000	0.09%
Other	11,181	0.53%	11,700	0.64%	(519)	5,000	0.45%
Transfers	-	0.00%	-	0.00%	-	-	0.00%
Total	2,112,871	100.00%	1,828,879	100.00%	283,992	1,106,600	100.00%
Labor							
City Labor	320,812	15.18%	318,235	17.40%	2,577	320,828	28.99%
City Benefits	135,445	6.41%	135,323	7.40%	122	134,158	12.12%
Workforce/Temp Labor	-	0.00%	-	0.00%	-	-	0.00%
	456,257	21.59%	453,558	24.80%	2,699	454,986	41.12%
Marker Cost	343,758	16.27%	292,412	15.99%	51,346	212,500	19.20%
Marker Cost As % Marker Rev	54.91%		55.08%			70.83%	
Utilities	26,391	1.25%	31,260	1.71%	(4,869)	38,000	3.43%
Operating Expense	183,631	8.69%	214,804	11.75%	(31,173)	184,464	16.67%
Indirect Cost - Gen Fund	46,726	2.21%	46,726	2.55%	-	46,726	4.22%
Total Operating Expenditures	1,056,764	50.02%	1,038,761	56.80%	18,003	936,677	84.64%
Operating Income / (Loss)	1,056,107	49.98%	790,118	43.20%	265,989	169,923	15.36%
Replacement Transfer	387,450	18.34%	387,450	21.19%	-	387,450	35.01%
Capital	159,793	7.56%	175,660	9.60%	(15,867)	172,355	15.58%
	547,243	25.90%	563,110	30.79%	(15,867)	559,805	50.59%
Total Expenditures	1,604,007	75.92%	1,601,871	87.59%	2,136	1,496,482	135.23%
Net Income / (Loss)	508,864	24.08%	227,008	12.41%	281,856	(389,882)	-35.23%

Excludes encumbrances



Financial Report
Prelim - September 2021 (Unaudited)

	FY21 ACTUAL		FY21 PROJECTION		Actual Vs Projection	FY21 BUDGET	
Active Members	6,413		5,000		1,413	13,000	
MEMBERSHIPS	671,317	84.83%	700,000	81.77%	(28,683)	1,600,000	55.17%
LEAGUES / TOURNAMENTS	-	0.00%	8,698	1.02%	(8,698)	250,000	8.62%
ACTIVITIES							
Camps	62,012	7.84%	50,121	5.86%	11,891	100,000	3.45%
Massage	(110)	-0.01%	1,180	0.14%	(1,290)	50,000	1.72%
Swim	(35)	0.00%	16,962	1.98%	(16,997)	75,000	2.59%
Recording Studio	-	0.00%	5,934	0.69%	(5,934)	80,000	2.76%
Art	-	0.00%	1,256	0.15%	(1,256)	25,000	0.86%
Fitness	6,813	0.86%	11,716	1.37%	(4,903)	275,000	9.48%
	68,680	8.68%	87,169	10.18%	(18,489)	605,000	20.86%
FOOD & BEVERAGE							
Food Service	0	0.00%	1,356	0.16%	(1,356)	20,000	0.69%
Alcohol	-	0.00%	-	0.00%	-	-	0.00%
Catering	970	0.12%	-	0.00%	970	5,000	0.17%
	970	0.12%	1,356	0.16%	(386)	25,000	0.86%
OTHER / MISC.							
Special Events	-	0.00%	-	0.00%	-	-	0.00%
Childcare	4,534	0.57%	14,813	1.73%	(10,279)	30,000	1.03%
Vending	5,061	0.64%	3,761	0.44%	1,300	10,000	0.34%
Merchandise	-	0.00%	896	0.10%	(896)	25,000	0.86%
Theater	2,325	0.29%	13,093	1.53%	(10,768)	100,000	3.45%
Rentals	34,328	4.34%	20,745	2.42%	13,583	160,000	5.52%
Sponsorships	-	0.00%	-	0.00%	-	75,000	2.59%
Youth Programs	4,130	0.52%	5,495	0.64%	(1,365)	20,000	0.69%
Transfers - Gen Fund	-	0.00%	-	0.00%	-	-	0.00%
	50,378	6.37%	58,803	6.87%	(8,425)	420,000	14.48%
TOTAL REVENUE	791,345	100.00%	856,026	100.00%	(64,681)	2,900,000	100.00%



Financial Report
Prelim - September 2021 (Unaudited)

	FY21 ACTUAL		FY21 PROJECTION		Actual Vs Projection	FY21 BUDGET		
LABOR								
City Labor	1,243,878	157.19%	1,349,928	157.70%	(106,050)	1,922,253	66.28%	
City Benefits	432,536	54.66%	441,063	51.52%	(8,527)	504,273	17.39%	
	1,676,414	211.84%	1,790,991	209.22%	(114,577)	2,426,526	83.67%	
COST METRICS								
Activities	21,741	31.66%	40,733	46.73%	(18,992)	338,500	55.95%	
Leagues/Tournaments	-	0.00%	5,653	64.99%	(5,653)	162,500	65.00%	
Massage	35	-31.82%	944	80.00%	(909)	40,000	80.00%	
Resale	-	0.00%	628	70.09%	(628)	17,500	70.00%	
Youth Programs	1,769	42.83%	4,671	85.00%	(2,902)	17,000	85.00%	
Theater	200	8.60%	3,928	30.00%	(3,728)	30,000	30.00%	
Food & Beverage	616	63.51%	-	0.00%	616	-	0.00%	
	24,361	3.08%	56,557	6.61%	(32,196)	605,500	20.88%	
EXPENDITURES								
Supplies	76,966	9.73%	71,163	8.31%	5,803	135,000	4.66%	
Utilities	376,004	47.51%	385,000	44.98%	(8,996)	461,590	15.92%	
Promotion	21,594	2.73%	50,000	5.84%	(28,406)	100,000	3.45%	
Maintenance	124,068	15.68%	111,500	13.03%	12,568	132,157	4.56%	
Contingency	-	0.00%	48,875	5.71%	(48,875)	48,875	1.69%	
Operating Expense	230,894	29.18%	251,327	29.36%	(20,433)	311,315	10.74%	
Reimbursements	22,936	2.90%	22,936	2.68%	-	22,936	0.79%	
	852,462	107.72%	940,801	109.90%	(88,339)	1,211,873	41.79%	
General Fund Reimbursement - Facilities	(75,000)		(75,000)		-	(75,000)		
**TOTAL EXPENDITURES	2,478,237	313.17%	2,713,349	316.97%	(235,112)	4,168,899	143.76%	
OPERATING INCOME / (LOSS)	(1,686,892)	-213.17%	(1,857,323)	-216.97%	170,431	(1,268,899)	-43.76%	
Cost Recovery	31.93%		31.55%			69.56%		
Subsidy	68.07%		68.45%			30.44%		

** Includes One Time

Financial Report
Prelim - September 2021 (Unaudited)



	FY21 ACTUAL		FY 21 PROJECTION		Actual Vs Projection	FY 21 BUDGET CAPACITY RESTRICTIONS	
VISITATION STAT	267,935		293,382		(25,447)	296,300	
Revenue/Visit Metric	45.66		36.15		9.51	30.44	
REVENUE BY DEPARTMENT							
Waterpark Revenue	8,326,182	68.06%	6,908,521	65.14%	1,417,661	5,739,460	63.63%
Food & Beverage Revenue + EPIC Eats	2,628,740	21.49%	2,812,543	26.52%	(183,803)	2,409,720	26.72%
Retail & Misc Revenue (Includes Other)	887,852	7.26%	482,300	4.55%	405,552	472,097	5.23%
Arcade Revenue	391,024	3.20%	402,020	3.79%	(10,996)	398,672	4.42%
Total Department Revenue	12,233,798	100.00%	10,605,384	100.00%	1,628,414	9,019,949	100.00%
Total Department Expenses	4,259,500	34.82%	3,863,608	36.43%	395,892	4,347,429	48.20%
Department Income	7,974,298	65.18%	6,741,776	63.57%	1,232,522	4,672,520	51.80%
Undistributed Operating Expenses							
Sales & Marketing	1,343,652	10.98%	1,520,355	14.34%	(176,703)	1,390,574	15.42%
Administration & General	1,177,757	9.63%	1,244,010	11.73%	(66,253)	992,719	11.01%
Maintenance	758,164	6.20%	659,158	6.22%	99,006	706,951	7.84%
Utilities	466,684	3.81%	476,160	4.49%	(9,476)	537,092	5.95%
Total Undistributed Operati	3,746,257	30.62%	3,899,683	36.77%	(153,426)	3,627,336	40.21%
Gross Operating Profit	4,228,041	34.56%	2,842,093	26.80%	1,385,948	1,045,184	11.59%
Fixed Cost / Insurance							
One Time FF&E	-	0.00%	-	0.00%	-	-	0.00%
Management Fees	698,981	5.71%	424,216	4.00%	274,765	360,166	3.99%
Insurance & Other	370,147	3.03%	252,196	2.38%	117,951	284,931	3.16%
Total Fixed Cost / Insurar	1,069,128	8.74%	676,412	6.38%	392,716	645,097	7.15%
NET INCOME	3,158,913	25.82%	2,165,681	20.42%	993,232	400,087	4.44%

CONSOLIDATED GOLF FUND REPORT
Prelim - September 2021 (Unaudited)

	FY21 ACTUAL		FY21 PROJECTION		Actual Vs Projection	FY21 BUDGET	
Rounds							
Paid	75,744		68,861		6,883	65,000	
Pass	14,794		14,585		209	12,300	
Comp	14,967		14,210		757	4,300	
	<u>105,505</u>		<u>97,656</u>		<u>7,849</u>	<u>81,600</u>	
Avg Green Fee	23.37		22.65		0.72	22.92	
Avg Cart Fee	7.72		7.61		0.11	7.12	
Avg Range	0.87		1.06		(0.19)	1.13	
Total	31.96		31.32		0.64	31.17	
Revenues							
Green Fee	1,770,311	59.49%	1,560,000	57.37%	210,311	1,490,000	58.71%
Cart Fee	585,016	19.66%	524,000	19.27%	61,016	462,500	18.23%
Driving Range	65,800	2.21%	73,000	2.68%	(7,200)	73,700	2.90%
Memberships	338,257	11.37%	350,000	12.87%	(11,743)	280,000	11.03%
Pro Shop	129,314	4.35%	126,000	4.63%	3,314	124,000	4.89%
F&B	78,507	2.64%	81,000	2.98%	(2,493)	104,000	4.10%
Other	8,484	0.29%	5,000	0.18%	3,484	3,500	0.14%
	<u>2,975,689</u>	<u>100.00%</u>	<u>2,719,000</u>	<u>100.00%</u>	<u>256,689</u>	<u>2,537,700</u>	<u>100.00%</u>
Labor							
City Labor	1,086,629	36.52%	1,100,090	40.46%	(13,462)	1,169,787	46.10%
City Benefits	455,244	15.30%	457,739	16.83%	(2,496)	472,041	18.60%
Workforce/Temp Labor	2,114	0.07%	(886)	-0.03%	3,000	-	0.00%
	<u>1,543,986</u>	<u>51.89%</u>	<u>1,556,943</u>	<u>57.26%</u>	<u>(12,957)</u>	<u>1,641,828</u>	<u>64.70%</u>
Pro Shop Cost Of Goods	<u>96,748</u>	<u>3.25%</u>	<u>91,500</u>	<u>3.37%</u>	<u>5,248</u>	<u>90,125</u>	<u>3.55%</u>
	74.82%		72.62%			72.68%	
Course Maintenance	<u>436,662</u>	<u>14.67%</u>	<u>455,700</u>	<u>16.76%</u>	<u>(19,038)</u>	<u>467,875</u>	<u>18.44%</u>
Management Contract	<u>423,106</u>	<u>14.22%</u>	<u>433,700</u>	<u>15.95%</u>	<u>(10,594)</u>	<u>403,200</u>	<u>15.89%</u>
Cart Lease	<u>215,674</u>	<u>7.25%</u>	<u>217,834</u>	<u>8.01%</u>	<u>(2,161)</u>	<u>217,834</u>	<u>8.58%</u>
Supplies	<u>8,258</u>	<u>0.28%</u>	<u>8,550</u>	<u>0.31%</u>	<u>(292)</u>	<u>16,575</u>	<u>0.65%</u>
Utilities	<u>177,047</u>	<u>5.95%</u>	<u>185,500</u>	<u>6.82%</u>	<u>(8,453)</u>	<u>238,100</u>	<u>9.38%</u>
Promotion	<u>32,395</u>	<u>1.09%</u>	<u>45,000</u>	<u>1.66%</u>	<u>(12,605)</u>	<u>46,825</u>	<u>1.85%</u>
Services	<u>29,269</u>	<u>0.98%</u>	<u>52,368</u>	<u>1.93%</u>	<u>(23,100)</u>	<u>51,247</u>	<u>2.02%</u>
Total Operating Expenditures	<u>2,963,144</u>		<u>3,050,981</u>		<u>(87,837)</u>	<u>3,173,609</u>	
Operating Income / (Loss)	<u>12,545</u>	<u>0.42%</u>	<u>(331,981)</u>	<u>-12.21%</u>	<u>344,526</u>	<u>(635,909)</u>	<u>-25.06%</u>

Financial Report
Prelim - September 2021 (Unaudited)



	FY21		FY21		Actual	FY21	
	ACTUAL		PROJECTION		Vs	BUDGET	
					Projection		
Rounds							
Paid	42,426		39,729		2,697		39,000
Pass	9,806		9,283		523		4,300
Comp	6,701		6,489		212		1,500
	58,933		55,501		3,432		44,800
					-		
Avg Green Fee	19.83		20.39		(0.56)		20.72
Avg Cart Fee	7.74		6.80		0.94		6.09
Avg Range	1.16		1.38		(0.23)		1.36
Total	28.73		28.57		0.16		28.17
Revenues							
Green Fee	841,229	55.48%	810,000	54.47%	31,229	808,000	56.89%
Cart Fee	328,386	21.66%	270,000	18.16%	58,386	237,500	16.72%
Driving Range	49,140	3.24%	55,000	3.70%	(5,860)	53,200	3.75%
Memberships	114,734	7.57%	170,000	11.43%	(55,266)	120,000	8.45%
Pro Shop	124,480	8.21%	122,000	8.20%	2,480	120,000	8.45%
F&B	49,935	3.29%	55,000	3.70%	(5,065)	78,000	5.49%
Other	8,484	0.56%	5,000	0.34%	3,484	3,500	0.25%
	1,516,389	100.00%	1,487,000	100.00%	29,389	1,420,200	100.00%
Labor							
City Labor	631,716	41.66%	633,607	42.61%	(1,891)	703,662	49.55%
City Benefits	236,039	15.57%	236,964	15.94%	(925)	250,512	17.64%
	869,869	57.36%	873,571	58.75%	(3,702)	954,174	67.19%
Pro Shop Cost Of Goods	96,748	6.38%	91,500	6.15%	5,248	90,125	6.35%
	77.72%		75.00%		2.72%	75.10%	
Course Maintenance	229,400	15.13%	230,018	15.47%	(618)	235,593	16.59%
Cart Lease	91,373	6.03%	92,558	6.22%	(1,186)	92,558	6.52%
Supplies	8,258	0.54%	8,550	0.57%	(292)	16,575	1.17%
Utilities	96,059	6.33%	91,500	6.15%	4,559	120,941	8.52%
Promotion	6,750	0.45%	20,000	1.34%	(13,250)	21,825	1.54%
Services	27,183	1.79%	42,008	2.83%	(14,826)	40,237	2.83%
Total Operating Expenditures	1,425,639	94.02%	1,449,705	97.49%	(24,066)	1,572,028	110.69%
Operating Income / (Loss)	90,750	5.98%	37,295	2.51%	53,455	(151,828)	-10.69%

Tangle Ridge
Prelim - September 2021 (Unaudited)



	FY21 ACTUAL		FY21 PROJECTION		Actual Vs Projection	FY21 BUDGET	
Rounds							
Paid	33,318		29,132		4,186	26,000	
Pass	4,988		5,302		(314)	8,000	
Comp	8,266		7,721		545	2,800	
	<u>46,572</u>		<u>42,155</u>		<u>4,417</u>	<u>36,800</u>	
Avg Green Fee	27.89		25.74		2.14	26.23	
Avg Cart Fee	7.70		8.72		(1.02)	8.65	
Avg Range	0.50		0.62		(0.12)	0.79	
Total	36.09		35.08		1.01	35.67	
Revenues							
Green Fee	929,082	63.67%	750,000	60.88%	179,082	682,000	61.03%
Cart Fee	256,630	17.59%	254,000	20.62%	2,630	225,000	20.13%
Driving Range	16,660	1.14%	18,000	1.46%	(1,340)	20,500	1.83%
Memberships	223,523	15.32%	180,000	14.61%	43,523	160,000	14.32%
Pro Shop	4,834	0.33%	4,000	0.32%	834	4,000	0.36%
F&B	28,573	1.96%	26,000	2.11%	2,573	26,000	2.33%
Other	-	0.00%	-	0.00%	-	-	0.00%
	<u>1,459,301</u>	<u>100.00%</u>	<u>1,232,000</u>	<u>100.00%</u>	<u>227,301</u>	<u>1,117,500</u>	<u>100.00%</u>
Labor							
City Labor	454,913	31.17%	466,483	37.86%	(11,571)	466,125	41.71%
City Benefits	219,205	15.02%	220,775	17.92%	(1,571)	221,529	19.82%
	<u>674,117</u>	<u>46.19%</u>	<u>687,258</u>	<u>55.78%</u>	<u>(13,141)</u>	<u>687,654</u>	<u>61.54%</u>
Course Maintenance	207,262	14.20%	225,682	18.32%	(18,420)	232,282	20.79%
Management Contract	423,106	28.99%	433,700	35.20%	(10,594)	403,200	36.08%
Cart Lease	124,301	8.52%	125,276	10.17%	(975)	125,276	11.21%
Supplies	-	0.00%	-	0.00%	-	-	0.00%
Utilities	80,988	5.55%	94,000	7.63%	(13,012)	117,159	10.48%
Promotion	25,645	1.76%	25,000	2.03%	645	25,000	2.24%
Services	2,086	0.14%	10,360	0.84%	(8,274)	11,010	0.99%
Total Operating Expenditures	<u>1,537,505</u>		<u>1,601,276</u>		<u>(63,771)</u>	<u>1,601,581</u>	
Operating Income / (Loss)	<u>(78,204)</u>	<u>-5.36%</u>	<u>(369,276)</u>	<u>-29.97%</u>	<u>291,072</u>	<u>(484,081)</u>	<u>-43.32%</u>



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 12/14/2021

REQUESTER: Brady Olsen

PRESENTER: Brady Olsen, Treasury & Debt Manager

TITLE: 2021-2022 Plan of Finance

RECOMMENDED ACTION: Approve

ANALYSIS:

We will present a finance for debt issuances for 2021 and 2022. This will be largely centered upon refunding (refinancing) existing debt at a lower interest rate and adding new debt to fund new capital projects. We will also discuss the time frame and various options associated with the debt issuances.

FINANCIAL CONSIDERATION:

There could be significant savings for the refunding bonds. Any new ad valorem debt would be a commitment to collect enough tax revenue in future years to make the new debt payments.



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**Refinancing of Existing Debt for Economic
Debt Service Savings
&
Funding of FY 2022 Capital Improvement
Program**

December 14, 2021



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Summary (1 of 2)

- Municipal Interest Rates are at or near historical lows**

Benchmark Interest Rates*	Bond Buyer 20 GO Bond Index	Bond Buyer REV Bond Index
Current	2.05%	2.41%
Maximum	5.41%	5.67%
Minimum	2.02%	2.39%
Average	3.63%	4.15%
% Times Lower	1.00%	0.80%

*Source: The Bond Buyer

- Existing Outstanding Debt Targeted to Refund for Economic Savings**

SUMMARY OF REFUNDING CANDIDATES - General Obligation Debt			
Series Refunded	Refunded Amount	Coupons	Call Date
Combination Tax & Revenue Refunding Bonds, Series 2013-A	\$7,700,000	3.00% - 4.125%	2/15/2023
General Obligation Bonds, Series 2013-A	\$1,410,000	3.00% - 4.125%	2/15/2023
Combination Tax & Revenue Certificates of Obligation, Series 2013	\$5,065,000	2.50% - 3.250%	2/15/2023
General Obligation Refunding & Improvement Bonds, Series 2013	\$2,360,000	2.25% - 3.250%	2/15/2023
Combination Tax & Revenue Certificates of Obligation, Series 2014	\$7,790,000	3.00% - 3.375%	2/15/2024
Combination Tax & Revenue Certificates of Obligation, Series 2015	\$15,195,000	3.125% - 5.000%	2/15/2025
General Obligation Bonds, Series 2015	\$2,110,000	5.00%	2/15/2025
TOTAL	\$41,630,000	-	-

SUMMARY OF REFUNDING CANDIDATES - Sales Tax Revenue Debt			
Series Refunded	Refunded Amount	Coupons	Call Date
Sales Tax Revenue Bonds, Taxable Series 2015	\$58,130,000	3.721% - 5.032%	1/1/2025
TOTAL	\$58,130,000	-	-

Summary (2 of 2)

- **Funding of 2022 Capital Improvement Program**
 - **Not to exceed amount of \$26,000,000**
 - **Proposed projects include:**
 - Fire Station Remodel
 - New Vehicles
 - Library Renovations
 - Existing Municipal Facilities Renovations
 - Equipment Renovations
 - Street Improvements



Sales Tax Revenue Refunding Bonds, Taxable Series 2022

- Refinancing of the Sales Tax Revenue Bonds, Taxable Series 2015 (EPIC Project / Central Park Bonds) for debt service cash flow savings.

- **Strategic Assumptions and Considerations:**
 - No extension of original maturity (*Final Maturity January 1, 2040*)
 - Cash Flow Savings every single fiscal year (*FYs 2022-2040*)
 - Investment Grade Rated Bonds (*current rating is S&P “A+” and Fitch “AA”*)
 - Competitive Open Market Bond Sale

SUMMARY OF REFUNDING CANDIDATES			
Series Refunded	Refunded Amount ⁽¹⁾	Coupons	Call Date
Sales Tax Revenue Bonds, Taxable Series 2015	\$58,130,000	3.721% - 5.032%	1/1/2025
TOTAL	\$58,130,000	-	-

(1) Represents all callable maturities. The City would only refinance the maturities that generate savings. As of today, the 2026 maturity does not generate savings and has been excluded from this refinancing analysis. The City and financial advisor will continue to monitor the refinancing and would include the 2026 maturity if it becomes advantageous



Sales Tax Revenue Refunding Bonds, Taxable Series 2022

SALES TAX REVENUE REFUNDING BONDS, TAXABLE SERIES 2022	
PRELIMINARY REFUNDING STATISTICS	
Summary Statistics	TOTAL
Par Amount of Refunding Bonds.....	\$62,440,000
Par Amount of Refunded Bonds.....	\$55,345,000
Gross Debt Service Savings	\$7,846,460
Present Value of Savings.....	\$6,196,257
Present Value of Savings as a % of Ref Bonds.....	11.20%
Average Annual Savings (FY 2022-2040).....	\$412,972
Negative Arbitrage.....	\$2,932,941
Refunding Efficiency.....	67.87%

SUMMARY OF ASSUMPTIONS	
Closing/Delivery Date ⁽¹⁾	2/15/2022
All-in True Interest Cost ⁽²⁾	2.65%

SENSITIVITY ANALYSIS	
Gross Debt Service Savings @ Spot Rates minus 0.25%.....	\$8,980,406
Gross Debt Service Savings @ Spot Rates (Current Scenario).....	\$7,846,460
Gross Debt Service Savings @ Spot Rates plus 0.25%.....	\$6,706,916

- (1) Subject to change. The City would consider a parameters refunding order to set the guidelines of the Refunding Bonds and execute as soon as feasibly possible.
- (2) Assumes "A+/AA" Rated Interest Rates as of November 29, 2021. **Subject to Change at Any Time.**



Sales Tax Revenue Refunding Bonds, Taxable Series 2022

ANNUAL SAVINGS			
Sales Tax Revenue Refunding Bonds			
Taxable Series 2022			
Assumes "A+/AA" Taxable Interest Rates			
as of 11/29/2021. Subject to Change at Anytime			
Date	Existing Debt Service	Projected Savings	Projected Debt Service
9/30/2022	\$ 5,459,162	\$ 412,470	\$ 5,046,691
9/30/2023	5,462,162	415,931	5,046,231
9/30/2024	5,461,162	412,577	5,048,584
9/30/2025	5,461,062	411,398	5,049,663
9/30/2026	5,460,647	411,953	5,048,694
9/30/2027	5,462,509	411,478	5,051,031
9/30/2028	5,459,919	412,946	5,046,972
9/30/2029	5,463,165	415,671	5,047,494
9/30/2030	5,462,743	412,982	5,049,761
9/30/2031	5,460,914	414,225	5,046,689
9/30/2032	5,458,185	412,136	5,046,049
9/30/2033	5,462,208	413,807	5,048,401
9/30/2034	5,462,503	413,135	5,049,368
9/30/2035	5,458,832	411,279	5,047,553
9/30/2036	5,460,153	412,626	5,047,527
9/30/2037	5,460,348	413,914	5,046,434
9/30/2038	5,458,970	412,975	5,045,995
9/30/2039	5,460,389	413,862	5,046,527
9/30/2040	5,458,977	411,093	5,047,884
	\$ 103,754,008	\$ 7,846,460	\$ 95,907,548

Sales Tax Revenue Refunding Bonds, Taxable Series 2022

- **December 14, 2021**

 - **Finance & Government Committee Meeting**

 - Presentation of Plan of Finance
 - F&G Committee considers and approves plan of finance

 - **City Council Meeting**

 - Consider and approve a Parameters Ordinance authorizing the issuance of Sales Tax Revenue Refunding Bonds, Taxable Series 2022

- **January 2022**

 - Pricing of Sales Tax Revenue Refunding Bonds, Taxable Series 2022

- **February 2022**

 - Closing of Sales Tax Revenue Refunding Bonds, Taxable Series 2022 and Delivery of Funds to the Escrow Agent



General Obligation Refunding Bonds, Series 2022 (Hybrid)

- Refinancing of a portion of the City’s General Obligation debt for debt service cash flow savings.

SUMMARY OF REFUNDING CANDIDATES			
Series Refunded	Refunded Amount	Coupons	Call Date
Combination Tax & Revenue Refunding Bonds, Series 2013-A	\$7,700,000	3.00% - 4.125%	2/15/2023
General Obligation Bonds, Series 2013-A	\$1,410,000	3.00% - 4.125%	2/15/2023
Combination Tax & Revenue Certificates of Obligation, Series 2013	\$5,065,000	2.50% - 3.250%	2/15/2023
General Obligation Refunding & Improvement Bonds, Series 2013	\$2,360,000	2.25% - 3.250%	2/15/2023
Combination Tax & Revenue Certificates of Obligation, Series 2014	\$7,790,000	3.00% - 3.375%	2/15/2024
Combination Tax & Revenue Certificates of Obligation, Series 2015	\$15,195,000	3.125% - 5.000%	2/15/2025
General Obligation Bonds, Series 2015	\$2,110,000	5.00%	2/15/2025
TOTAL	\$41,630,000	-	-

- Due to current tax law, the City can no longer execute an advance tax-exempt refunding and can only refinance the above candidates with taxable bonds
- As a result of the existing environment, there are various financial institutions that have implemented a process which allows the City to refinance today with taxable rates and convert to tax-exempt rates once the current call date is reached
- This process allows the City to lock in a taxable rate as well as a tax-exempt rate in today’s current low interest rate environment and realize tax-exempt cash flow and present value savings once the conversion from taxable to tax-exempt occurs.

General Obligation Refunding Bonds, Series 2022 (Hybrid)

- **Strategic Assumptions and Considerations:**
 - No extension of original maturity *on any of the refunding candidates*
 - Cash Flow Savings every single fiscal year
 - Private Placement Bond Sale
 - *Due to the nature of the refinancing process, a direct placement would be the most efficient method for execution*
 - The GO Refunding Bonds would not be rated or insured. However, the City's current outstanding GO debt rating by Fitch "AA+" and Standard & Poor's of "AAA" would allow the City to attract investors thus fostering competition for the lowest interest rate possible

- As of December 7, 2021, the City has received 4 pricing indications from different financial institutions, including the City's depository bank. City Staff and Financial Advisor are continuing to review the draft proposals and will bring forth the most advantageous and efficient final proposal to the City Council for discussion and consideration.

- Based on the indications received, the hybrid refinancing structure results in greater savings when compared to the other alternative available to the City today which would be an open market all taxable transaction.

- *The City would only move forward if the hybrid structure results in higher savings than an open market all taxable refinancing*

General Obligation Refunding Bonds, Series 2022 (Hybrid)

City of Grand Prairie, Texas

Taxable / Tax-Exempt Refunding Analysis

PRELIMINARY Indication as of December 1, 2021

(Callable at Any Time)

Summary Statistics	General Obligation Taxable/Tax-Exempt Refunding Bonds, Series 2022A	General Obligation Taxable/Tax-Exempt Refunding Bonds, Series 2022B	General Obligation Taxable/Tax-Exempt Refunding Bonds, Series 2022C	Projected Total ⁽⁴⁾
Par Amount of Refunding Bonds	\$17,462,000	\$8,404,000	\$19,619,000	\$45,485,000
True Interest Cost	1.71% ⁽¹⁾	1.78% ⁽²⁾	1.84% ⁽³⁾	
Final Maturity of Refunding Bonds	2/15/2034	2/15/2034	2/15/2035	
Gross Savings	\$1,445,739	\$298,670	\$1,561,925	\$3,306,333
Present Value Savings	\$1,357,226	\$270,588	\$1,445,671	\$3,073,485
Present Value Savings as a % of Refinanced Bonds	8.21%	3.47%	8.35%	7.38%
Average Annual Savings	\$120,445 (FY 2023-2034)	\$24,852 (FY 2023-2034)	\$120,114 (FY 2023-2035)	\$254,234 (FY 2023-2035)
Par Amount of Refinanced Bonds (Existing)	\$16,535,000	\$7,790,000	\$17,305,000	\$41,630,000
Series Refinanced (Existing)	2013 Certificates of Obligation, 2013 GO Ref & Improvement Bonds, 2013-A Certificates of Obligation and 2013-A GO Bonds	2014 Certificates of Obligation	2015 Certificates of Obligation and 2015 GO Refunding Bonds	
Call Date (Existing)	2/15/2023	2/15/2024	2/15/2025	
Refinanced Bonds Average Interest Rate (Existing)	3.59%	3.18%	4.44%	
Sensitivity to Tax-Exempt Current Refunding ⁽⁵⁾	0.55%	0.81%	1.04%	

Notes:

(1) Assumes 2.09% Taxable thru 11/17/2022 / 1.65% Tax-Exempt thru Maturity

(2) Assumes 2.11% Taxable thru 11/17/2023 / 1.67% Tax-Exempt thru Maturity

(3) Assumes 2.13% Taxable thru 11/17/2024 / 1.68% Tax-Exempt thru Maturity

(4) All scenarios are preliminary and for purposes of discussion only. Interest rates are subject to change at any time.

(5) Indicates how much tax-exempt interest rates would have to increase between now and the call date to end up at the same level of taxable savings today (11/24/2021)

Hybrid Refinancing vs. Open Market Refinancing

	<u>A</u>	<u>B</u>	<u>C</u>
Preliminary Summary Statistics	Hybrid Projected Total Savings⁽¹⁾	Open Market Projected Total Savings⁽²⁾	(A - B = C) Projected Variance
Gross Savings	\$3,306,333	\$2,749,336	\$556,996
Present Value Savings	\$3,073,485	\$2,587,838	\$485,647
Present Value Savings as a % of Refinanced Bonds	7.38%	6.22%	1.16%
Average Annual Savings	\$254,234 (FY 2023-2035)	\$210,970 (FY 2023-2035)	\$43,264 (FY 2023-2035)
Par Amount of Refinanced Bonds (Existing)	\$41,630,000		n/a

Notes:

- (1) Assumes a True Interest Cost: Series 2022A = 1.71%, Series 2022B = 1.78% and Series 2022C = 1.84% based on a preliminary indication as of 12/1/2021. **Subject to change at any time.**
- (2) Assumes a True Interest Cost: Series 2022A = 1.85%, Series 2022B = 1.89% and Series 2022C = 1.97% based on "AA+/AAA" Taxable Interest Rates as of 12/1/2021. **Subject to change at any time.**

General Obligation Refunding Bonds, Series 2022 (Hybrid)

- **December 14, 2021**
 - Finance & Government Committee Meeting**
 - Presentation of Plan of Finance
 - F&G Committee considers and approves plan of finance
- **December or January 2022**
 - Pricing of General Obligation Refunding Bonds, Series 2022 (Taxable / Tax-Exempt)
- **January or February 2022**
 - Closing of General Obligation Refunding Bonds, Series 2022 (Taxable / Tax-Exempt) and Delivery of Funds to the Escrow Agent



Combination Tax & Revenue Certificates of Obligation, Series 2022 (Funding of Capital Improvement Program)

- Funding of the City’s Fiscal Year 2022 Capital Improvement Program.

- **Proposed projects include:**
 - Fire Station Remodel
 - New Vehicles
 - Library Renovations
 - Existing Municipal Facilities Renovations
 - Equipment Renovations
 - Street Improvements

- **CIP Funding Plan**
 - Debt Issue = Certificates of Obligation, Series 2022
 - Not to Exceed Amount = \$26,000,000 ⁽¹⁾
 - Repayment Source = I&S (Debt Service) Property Taxes
 - Amortization = 20 Years
 - Bond Rating = “AAA” by Standard & Poor’s and “AA+” by Fitch ⁽²⁾
 - Tax Status = Tax Exempt

(1) Based on the Not to Exceed amount of \$26,000,000 for purposes of illustration. As of today, the project fund number consists of \$23,700,000. The City would only fund the required projects.

(2) Currently, the City is rated “AAA” by Standard & Poor’s Ratings and “AA+” by Fitch Ratings which are expected to be confirmed during the debt issuance process.



Combination Tax & Revenue Certificates of Obligation, Series 2022 (Funding of Capital Improvement Program)

Fiscal Year Ending 30-Sep	Existing I&S Tax Supported D/S	CIP Funding of \$25,000,000			PROJECTED I&S Tax Supported D/S
		Certificates of Obligation Series 2022			
		All-in True Interest Cost = 2.35% ⁽¹⁾			
		Principal	Interest	Total D/S	
2022	\$ 37,530,429	\$ 265,000	\$ 434,548	\$ 699,548	\$ 38,229,977
2023	35,494,205	710,000	888,488	1,598,488	37,092,693
2024	39,053,939	745,000	857,569	1,602,569	40,656,508
2025	32,159,034	775,000	825,269	1,600,269	33,759,302
2026	35,861,324	810,000	791,588	1,601,588	37,462,911
2027	29,729,913	845,000	756,419	1,601,419	31,331,332
2028	27,139,527	890,000	715,100	1,605,100	28,744,627
2029	26,948,812	935,000	667,194	1,602,194	28,551,005
2030	25,442,049	985,000	616,794	1,601,794	27,043,842
2031	25,064,998	1,040,000	563,638	1,603,638	26,668,636
2032	24,161,243	1,090,000	513,175	1,603,175	25,764,418
2033	24,158,451	1,135,000	465,894	1,600,894	25,759,345
2034	23,337,765	1,185,000	416,594	1,601,594	24,939,359
2035	18,317,154	1,240,000	365,063	1,605,063	19,922,217
2036	16,428,321	1,290,000	311,300	1,601,300	18,029,621
2037	12,642,841	1,340,000	262,113	1,602,113	14,244,953
2038	11,077,135	1,385,000	217,831	1,602,831	12,679,966
2039	11,076,211	1,430,000	172,088	1,602,088	12,678,299
2040	6,095,637	1,480,000	124,800	1,604,800	7,700,437
2041	6,094,148	1,525,000	75,969	1,600,969	7,695,117
2042	-	1,575,000	25,594	1,600,594	1,600,594
	\$ 467,813,135	\$ 22,675,000	\$ 10,067,023	\$ 32,742,023	\$ 500,555,158

Preliminary Sources of Funds	
Par Amount	\$ 22,675,000
Premium	\$ 3,638,900
Total Sources of Funds	\$ 26,313,900

Preliminary Uses of Funds	
Project Fund Deposit ⁽¹⁾	\$ 26,000,000
Budgeted Financing Costs	\$ 313,900
Total Uses of Funds	\$ 26,313,900

(1) Based on the Not to Exceed amount of \$26,000,000 for purposes of illustration. As of today, the project fund number consists of \$23,700,000. The City would only fund the required projects.

Notes:

(1) Assumes "AA+/AAA" Rated Interest Rates plus 0.25% as of November 29, 2021

Subject to change at anytime.

Combination Tax & Revenue Certificates of Obligation, Series 2022 (Funding of Capital Improvement Program)

- **December 14, 2021**

 - **Finance & Government Committee Meeting**

 - Presentation of Plan of Finance
 - F&G Committee considers and approves plan of finance

 - **City Council Meeting**

 - City Council considers and approves Notice of Intent to issue Certificates of Obligation

- **February 1, 2021**

 - **City Council Meeting**

 - City Council Considers and approve a Parameters Ordinance authorizing the Issuance of Combination Tax and Revenue Certificates of Obligation, Series 2022

- **February 2022**

 - Pricing of Combination Tax and Revenue Certificates of Obligation, Series 2022

- **March 2022**

 - Closing of Combination Tax and Revenue Certificates of Obligation, Series 2022 and Delivery of Funds to the City

Water & Wastewater Refinancing & TIF #1 New Money

Water and Wastewater System Revenue Refunding Bonds, New Series 2022

- \$2,365,000 of the City's Water & Wastewater System Revenue Bonds, Series 2010 are currently callable

- The City has been monitoring a refinancing for debt service savings of the Series 2010 bonds and would present a plan of finance to refinance if it is deemed advantageous
 - Additionally, the refinancing could be combined with new money bonds in the future to generate efficiencies

Tax Increment Revenue Bonds, Taxable Series 2022

- The City is continuing to pursue the funding of \$11,000,000 to reimburse itself for prior land purchases

- The City's bond counsel is currently pursuing "pre-clearance" from the AG's office in order to proceed with the financing and issue bonds

- The City would issue Tax Increment Revenue Bonds which would be supported by revenues of the Tax Increment Zone No. 1 (TIF #1)

Appendix A

Municipal Market Update



Market Commentary

Market Observations

Primary Market:

- 30-Day Visible Supply is approximately \$17.068 billion
- The calendar consists of \$13.3 billion of negotiated deals and \$4.5 billion of competitive deals
- The largest deal of the week is the negotiated \$4.1 billion Golden State Tobacco consisting of \$2.747 billion senior taxable current interest bonds, \$512.5 million of subordinate taxable bonds, and \$1.445 billion of tobacco settlement asset-backed bonds

Secondary Market:

- Municipal Bond Funds reported \$36 million in net inflows last week, compared with \$733 million of inflows the prior week
- Weekly trade volume of \$55.880 billion represents an increase of \$36.654 billion from the previous week's \$19.226 billion

General Market Overview:

- Ernesto Lanza is new acting director of SEC's Office of Municipal Securities
- Effective Monday, Biden implements new COVID-19 rule requiring all international travelers to show negative COVID-19 results within 24 hours of their departure.
- NABE panelists project overall consumer price index will rise 6% year over year in this year's fourth quarter

Economic Calendar: International Trade in Goods and Services, Productivity and Costs, Redbook, Consumer Credit, MBA Mortgage Applications, JOLTS, EIA Petroleum Status Report, Jobless Claims, Wholesale Inventories, EIA Natural Gas Report, Fed Balance Sheet, CPI, Consumer Sentiment, Quarterly Services Survey, Treasury Statement

Statistics

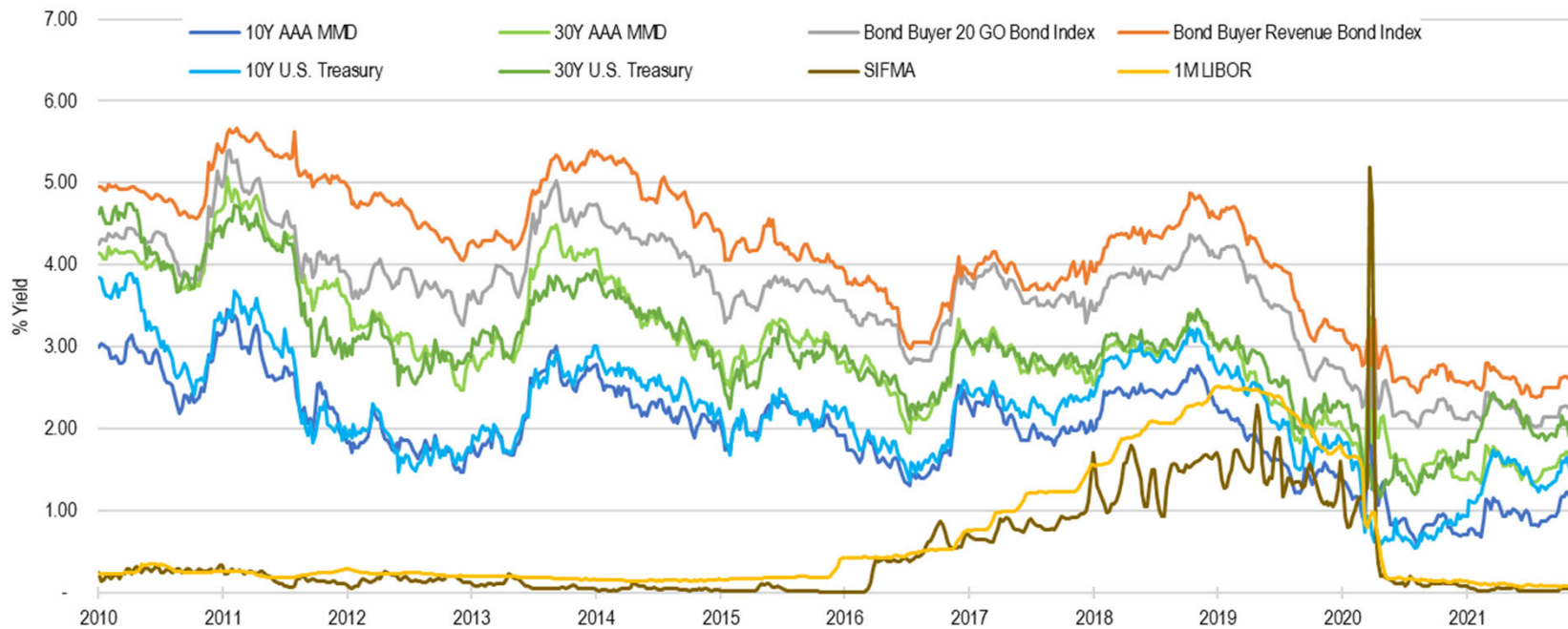
	12/3/2021	11/26/2021	Change
5Y MMD	0.60	0.60	-
10Y MMD	1.03	1.06	(0.03) ▼
15Y MMD	1.14	1.17	(0.03) ▼
20Y MMD	1.29	1.32	(0.03) ▼
30Y MMD	1.48	1.51	(0.03) ▼
MMD 2/30 Yield Curve Steepness	124	127	(3) ▼
Bond Buyer 11 GO Bond Index	1.58	1.64	(0.06) ▼
Bond Buyer 20 GO Bond Index	2.05	2.11	(0.06) ▼
Bond Buyer Revenue Bond Index	2.41	2.47	(0.06) ▼
1Y UST	0.26	0.20	0.06 ▲
5Y UST	1.13	1.16	(0.03) ▼
7Y UST	1.29	1.40	(0.11) ▼
10Y UST	1.35	1.48	(0.13) ▼
30Y UST	1.69	1.83	(0.14) ▼
UST 2/30 Yield Curve Steepness	109	133	(24) ▼
10Y MMD/UST Ratio	76	72	4.7 ▲
30Y MMD/UST Ratio	88	83	5.1 ▲
SIFMA	0.05	0.05	-
1M LIBOR	0.10	0.09	0.014 ▲
30-Day Negotiated Visible Supply	14,899.3	7,327.3	7,572.0 ▲
30-Day Competitive Visible Supply	2,168.7	2,956.1	(787.4) ▼
Lipper Muni Bond Fund Flows	36	733	(697) ▼

Source: Ipreo, TM3, Bloomberg, BBC, Wall Street Journal, New York Times, The Bond Buyer, Econoday, CNBC



Weekly Benchmark Interest Rates

Benchmark Interest Rates – 1/1/10 to 12/3/21



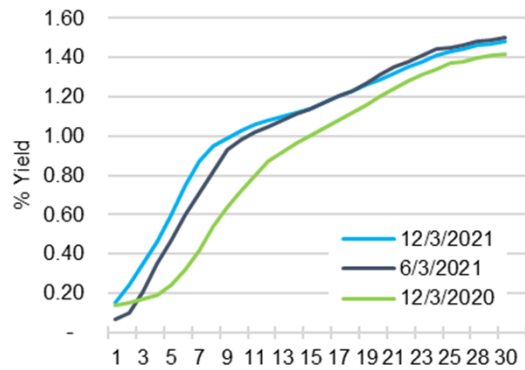
Rates Analysis – 1/1/10 to 12/3/21

	10Y AAA MMD	30Y AAA MMD	Bond Buyer 20 GO Bond Index	Bond Buyer Revenue Bond Index	10Y U.S. Treasury	30Y U.S. Treasury	SIFMA	1M LIBOR
Current	1.03	1.48	2.05	2.41	1.35	1.69	0.05	0.10
Maximum	3.46	5.08	5.41	5.67	3.90	4.75	5.20	2.52
Minimum	0.58	1.27	2.02	2.39	0.55	1.17	0.01	0.07
Average	1.98	2.96	3.63	4.15	2.20	2.96	0.46	0.65
% Time Lower	10.9%	4.5%	1.0%	0.8%	9.6%	6.9%	16.9%	5.0%

Source: Refinitiv Municipal Market Data, U.S. Treasury and Bloomberg

Tax-Exempt Market Overview | MMD

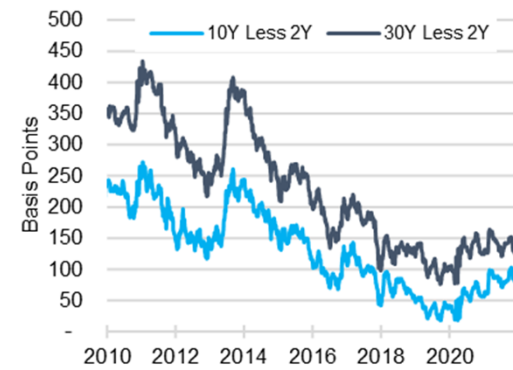
AAA MMD Yield Curve Comparison



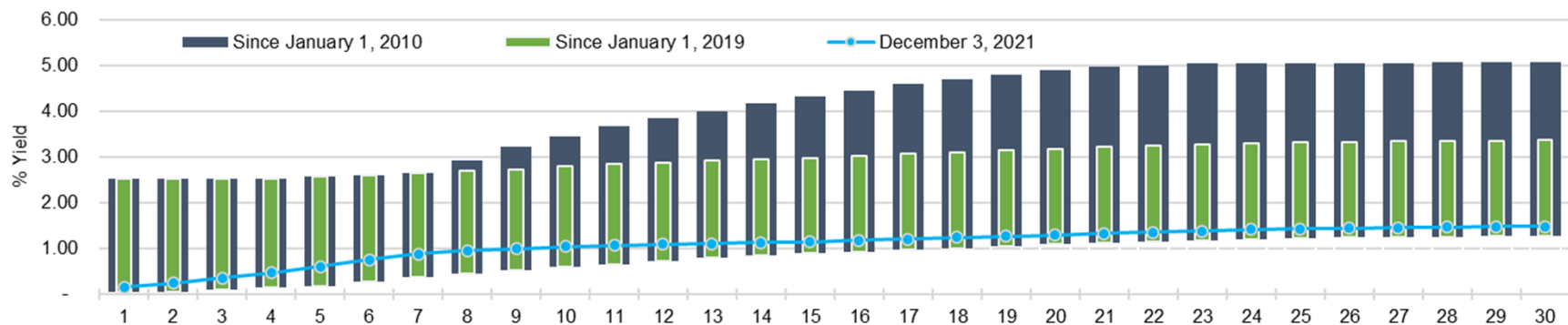
MMD Credit Spreads to AAA – 1/1/10 to 12/3/21



AAA Yield Curve Steepness – 1/1/10 to 12/3/21



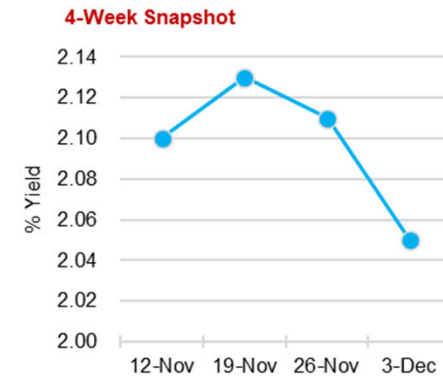
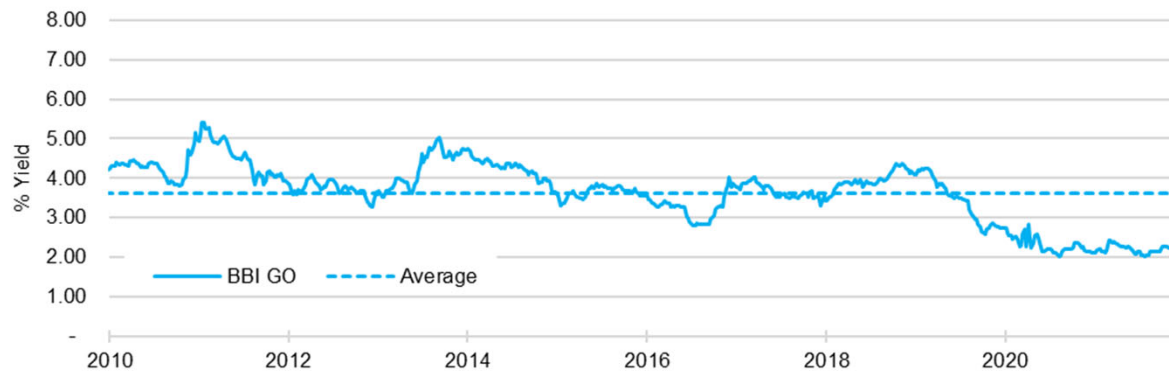
Maximum and Minimum AAA MMD Yields



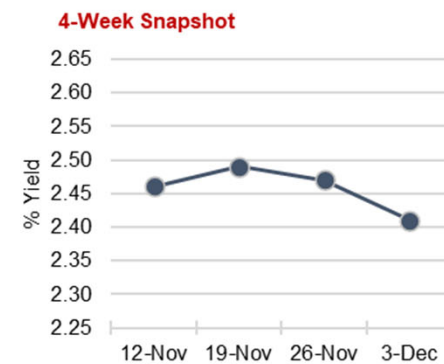
Source: Refinitiv Municipal Market Data

Tax-Exempt Market Overview | The Bond Buyer

The Bond Buyer 20-Bond General Obligation Index – 1/1/10 to 12/3/21



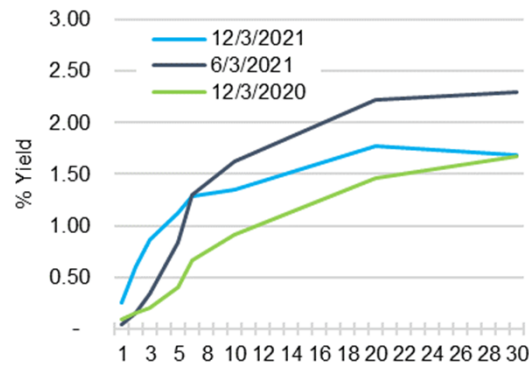
The Bond Buyer Revenue Bond Index – 1/1/10 to 12/3/21



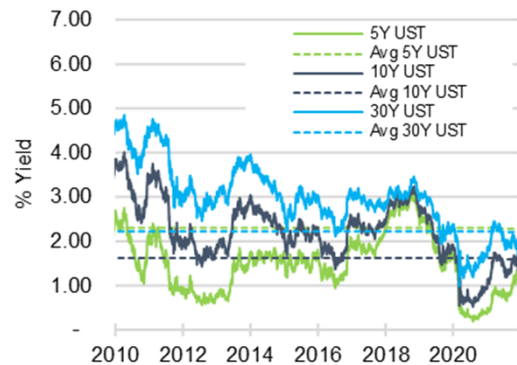
Source: The Bond Buyer

Taxable Market Overview | U.S. Treasuries

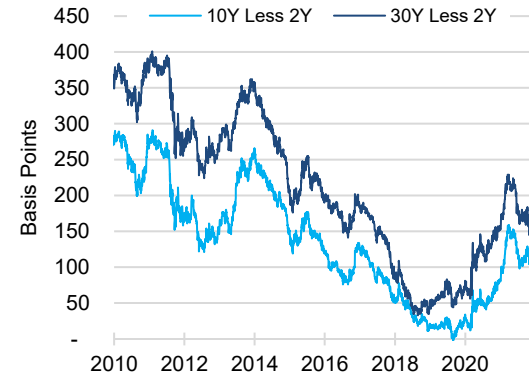
UST Yield Curve Comparison



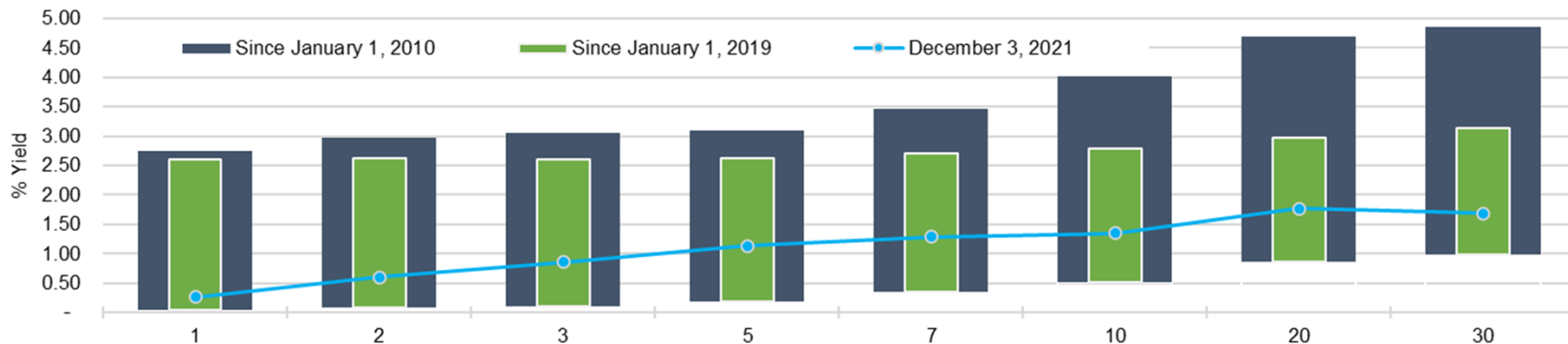
UST Rates – 1/1/10 to 12/3/21



UST Yield Curve Steepness - 1/1/10 to 12/3/21



Maximum and Minimum UST Yields



Source: U.S. Treasury Department



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: December 14, 2021

REQUESTER: Sheryl Osborn

PRESENTER: Jeff Copeland, Chairperson

TITLE: Minutes from the Finance and Government Committee Meeting
November 2, 2021

RECOMMENDED ACTION: Approve



CITY OF GRAND PRAIRIE
FINANCE AND GOVERNMENT COMMITTEE
 COUNCIL BRIEFING ROOM, 300 W. MAIN STREET
 TUESDAY, NOVEMBER 02, 2021, AT 2:30 PM

MINUTES

CALL TO ORDER

Chairperson Jeff Copeland called to order the City of Grand Prairie Finance and Government Committee convened at 2:35 p.m. on Tuesday, November 2, 2021, in the City Council Briefing Room, 300 West Main Street, Grand Prairie, Texas. The following persons were in attendance:

MEMBERS PRESENT

Jeff Copeland, Chairperson
 Cole Humphreys, City Councilperson
 Kurt Johnson, City Councilperson

MEMBERS ABSENT

None

GUESTS IN ATTENDANCE

No Guests were recognized as being in attendance.

STAFF PRESENTATIONS

1. Insurance Fund Quarterly Review

Human Resources Director, Lisa Norris, presented the Insurance Fund Quarterly Review, for year-end fiscal year 2021. Minor adjustments may still be made as we close out the year. The ending balance is just over \$500,000. The ending resource balance is still at \$5,600,000. Insurance can be very volatile, which is why the resource fund balance is kept high. Ms. Norris also noted that a non-required \$6,000,000 reserve is maintained in the event of a challenging year. Additionally, she clarified that the reserve funds cannot be used for any purpose other than healthcare. Ms. Norris also stated the City has approximately \$2,500,000 in the Risk fund so that we can self-fund 'stop loss.' A discussion took place regarding a potential cap on the reserve fund. Ms. Norris reviewed the variance in active claims and retiree claims, the process to ensure our plans are competitive, and the pharmacy rebates.

2. Quarterly Investment Report & Investment Policy Review

Treasurer and Debt Manager, Brady Olsen, presented information on the Quarterly Investment Report and Investment Policy Review. For the quarter ending September 30, 2021, the City had approximately \$450,000,000, which is approximately \$100,000,000 more than the City had at the end of last fiscal year. The difference is primarily due to the Epic debt issuance and the federal stimulus money we received. Mr. Olsen also reviewed the Investment Policy and the Investment Committee, which is comprised of staff designated by the City Council. The Investment Committee makes decisions on which brokers are used, what investments to pursue, and they attend various training to ensure the City has up to date information on allowed and disallowed types of investments. The Investment Committee does the groundwork, and the Finance and Government Committee makes the recommendations. Mr. Olsen reviewed the investment portfolio, noting that the City is recently investing more in Treasuries and municipal bonds. These options are safe, and they allow easy access to the City's money, if needed. The City's investments are below the maximum allowable amount in every division to allow

diversity. Mr. Olsen also highlighted some new options that will be discussed at the City Council meeting. He noted that, per City Council Policy, if needed, the City could access more than half of its money in one year, and all of the City's money in three years, with 26% of the City's money available in a day. A discussion took place about interest earnings and weighted average maturity (WAM). Mr. Olsen noted that some investments offer a higher return, but they are riskier. Mr. Olsen stated that the City is required to update the Investment Policy each year. City Council will discuss and vote on the Investment Policy changes at the next meeting.

3. Internal Audit FY2021 4th Quarter Report & FY2022 Internal Audit Work Plan

Mr. Thao Vo, IT Internal Auditor for the City, presented the fourth quarter report. Highlights included two completed audits, the compliance audit of FireHouse Gastro Park and the Streets Division warehouse inventory audit follow up from July. Nothing significant was found in the FireHouse Gastro Park audit. The majority of the contract terms were compliant. Mr. Vo stated the Streets Division finished the inventory by September 30. Inventory value was approximately \$400,000. Mr. Vo noted other major works in process. The Audit Department is finishing the EnerGov software implementation. Mr. Vo reviewed the types of annual audits. Contract compliance audits are done for every vendor with which the City has a contract. The goal is to complete two compliance audits per year. Internal control audits focus on areas involving 'money,' such as payroll, capital assets, revenue, and key cards, which are common areas for fraud. Operational audits review department processes, with recommendations made, for example, to improve customer satisfaction and reduce employee turnover. The City Departments are audited on a rolling schedule, with Audit connecting with each Department at least every three years. A discussion took place about the number of staff in the Audit Department compared with the volume of work. Deputy City Manager Cheryl De Leon stated that the City will be hiring an asset manager to address the hotels. A discussion took place about the use of Cityworks for the Streets Division to better track inventory going forward. A discussion took place about selling old parts for revenue.

CONSENT AGENDA

4. Minutes from the Finance and Government Committee Meeting October 5, 2021

Chairperson Jeff Copeland commented on the helpfulness of the Consent Agenda items briefing provided by Ms. Cheryl De Leon. Councilperson Cole Humphreys moved to approve the Finance and Government Committee October 5, 2021 minutes, as presented.

Councilperson Kurt Johnson second the motion. The motion passed 3-0.

Ayes: Copeland, Humphreys, Johnson

Nays: None

Abstentions: None

Absent: None

5. Change order #5 with Pacheco Koch Consulting Engineers, Inc. in the amount of \$25,000 to perform continued construction administration due to unforeseen requirement by Union Pacific for a custom pedestrian trail canopy structure under the existing railroad bridge at the Great Southwest Nature Park
6. Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Amend the Interlocal Agreement with the City of Fort Worth for joint engineering design and cost estimation services of the "NorthWest" Trail Connection to CentrePort Station in the amount of \$59,412 for additional engineering services

7. Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Purchase and installation of pool filter and related components for the Kirby Creek Natatorium from Sunbelt Pools in the amount of \$93,860 through a BuyBoard contract and include a 5% contingency in the amount of \$4,693 for a total of \$98,553
8. An Ordinance of the City of Grand Prairie, Texas, authorizing the execution of an MOU with the Alliance For Children providing \$100,000 in America Rescue Plan Act funds for expanding the Arlington center servicing victims of criminal child abuse in Grand Prairie.

Councilperson Cole Humphreys moved to approve the Consent Agenda Items 5 through 8, as presented. Councilperson Kurt Johnson seconded the motion. The motion passed 3-0.

Ayes: Copeland, Humphreys, Johnson

Nays: None

Abstentions: None

Absent: None

ITEMS FOR INDIVIDUAL CONSIDERATION

9. Resolution authorizing the Chief Investment Officer to invest in a no-load money market mutual fund with Wells Fargo
See Item 11 for Discussion and Finance and Government Committee vote.
10. Resolution authorizing the City to participate in the Texas CLASS investment program
See Item 11 for Discussion and Finance and Government Committee vote.
11. Resolution approving the City's Investment Policy

Mr. Brady Olsen presented information for Items 9 through 11. He stated that Items 9 and 10 are the two investment options previous discussed in the meeting. Item 11 is regarding approval of the Investment Policy. Mr. Olsen noted that money market mutual funds and Texas CLASS are already allowable investment options that we have not previously used. Approval from the Finance and Government Committee is required. He also stated that Internal Audit reviews the investments each month to ensure the City stays within the investment policy.

Councilperson Cole Humphreys moved to approve Items 9 through 11, as presented.

Councilperson Kurt Johnson seconded the motion. The motion passed 3-0.

Ayes: Copeland, Humphreys, Johnson

Nays: None

Abstentions: None

Absent: None

12. Contract with Magee Architects, L.P. in the amount of \$212,760 and approve a 5% contingency of \$10,638 for a total cost of \$223,398 for architectural services for the Lynn Creek Park Event Pavilion

Parks, Arts, and Recreation Director, Duane Strawn, presented information for Items 12 and 13, and Items 16 and 17. He stated the proposed large open structure would be the same size and placed in the

same location as the tent currently being used for large events. The proposed structure will have glass roll-up doors. Mr. Strawn also identified the funding sources. A discussion took place regarding choice of vendors.

See Item 17 Finance and Government Committee vote.

13. Professional services contract with The Broussard Group, dba TBG Partners (TBG) in the amount of \$176,000 and approve a 5% contingency of \$8,800, total cost of \$184,800 for Phase I Construction Documentation and Construction Administration services for Mi Familia Park

Mr. Duane Strawn presented information for Item 13. Mr. Strawn stated Phase I will include a family pavilion, possibly a playground or splash pad, new trails to connect with existing trails, and more.

See Item 17 for Finance and Government Committee vote.

14. Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Construction contract with A&B Construction, LLC for High School Drive Slope Failure in the total amount of \$626,947.00 for Base Bid; material testing with Alliance Geotechnical Group in the amount of \$34,760.80; in-house engineering in the amount of \$31,347.35; and 5% construction contract contingency in the amount of \$31,347.35 for a total project cost of \$724,402.50

Director of Public Works, Mr. Gabe Johnson, presented information for Items 14 and 15. He stated that action is needed because the slope has failed and pushed the retaining wall into the nearby church parking lot, crushing some of the service sewer lines. Mr. Johnson stated that a storm drain line separates the houses along the front edge, which puts the area in a public easement, making it the City's responsibility to repair. The design has been completed. A discussion took place regarding possible reimbursement for the repair. Ms. Cheryl De Leon and City Attorney, Megan Mahan, will evaluate reimbursement options.

See Item 15 for Committee vote.

15. Ordinance Amending the FY 2021/2022 Capital Improvement Projects Budget; Construction contract with Excel 4, Inc. in the amount of \$1,008,700.00 for Skyway Drive and Small Street Sewer Improvements; 5% construction contingency in the amount of \$50,435.00; Materials testing with Team Consultants in the amount of \$21,717.00; in-house labor distribution in the amount of \$50,435.00 for a total of \$1,131,287

Mr. Gabe Johnson presented information for Item 15. He stated that this project was originally part of the waste-water master plan improvement project. Mr. Johnson discussed technical details of the project. Three bids were received. The company selected has done work for the City in the past.

Councilperson Cole Humphreys moved to approve Items 14 and 15, as presented.

Councilperson Kurt Johnson seconded the motion. The motion passed 3-0.

Ayes: Copeland, Humphreys, Johnson

Nays: None

Abstentions: None

Absent: None

16. Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Contract with Cole Construction in the amount of \$544,934.50; and approve a 10% contingency of \$54,493.45, total cost

of \$599,428 for repairs to the Waggoner Park Pedestrian Bridge of Arbor Creek

Mr. Duane Strawn presented information for Item 16. Mr. Strawn stated that recent storms created embankment erosion issues around the bridge, which, itself, is in good condition. He noted that the project also includes additional work along the creek to protect the parking lot. The funding is through Parks.

See Item 17 for Finance and Government Committee vote.

17. Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Change Order/Amendment No. 1 for Guaranteed Maximum Price contract with Hill & Wilkinson for construction of the Phase II PlayGrand Adventures Tranquil Adventures Project, in the amount not to exceed \$494,000 and approve a 5% construction contingency in the amount of \$26,000 for a total of \$520,000

Mr. Duane Strawn presented information for Item 17. The design for this project is now done, and Hill & Wilkinson has all the bids. Item 17 is a change order which will complete PlayGrand Adventures Tranquil Adventures. Mr. Strawn reviewed the PlayGrand Adventures Tranquil Adventures amenities. Discussions took place regarding a possible fund-raising event and signage.

Councilperson Cole Humphreys moved to approve Items 12 and 13, and Items 16 and 17, as presented. Councilperson Kurt Johnson seconded the motion. The motion passed 3-0.

Ayes: Copeland, Humphreys, Johnson

Nays: None

Abstentions: None

Absent: None

EXECUTIVE SESSION

The Finance and Government Committee 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."*

No Executive Session was held.

CITIZEN COMMENTS

No citizen comments were made.

ADJOURNMENT

There being no further business, the Finance and Government Committee meeting adjourned at 3:57 p.m.

Chairperson, Jeff Copeland
Finance and Government Committee

Date



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 12/14/2021

REQUESTER: Terrence R. Harbin

PRESENTER: Megan Mahan, City Attorney

TITLE: Administrative Service Agreement between the City of Grand Prairie and the Grand Prairie Local Government Corporation

RECOMMENDED ACTION: Approve

ANALYSIS:

The Administrative Service Agreement between the City of Grand Prairie and the Grand Prairie Local Government Corporation will aid and cooperate in coordinating certain functions and services, including administrative and financial services, for the effective and efficient operation of the Grand Prairie Local Government Corporation.

FINANCIAL CONSIDERATION:

One-hundred dollars (\$100) paid annually from the Local Government Corporation to the City of Grand Prairie in addition to out-of-pocket expenses.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 12/14/2021

REQUESTER: Andy Henning

PRESENTER: Andy Henning, Senior Building and Construction Projects Manager

TITLE: 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

RECOMMENDED ACTION: Approve

ANALYSIS:

On April 2, 2019 the City Council awarded the Construction Manager at Risk (CMAR) contract to AUI Partners, LLC (19-8820) for pre-construction services in the amount of zero dollars (\$0). This award provided for CMAR services including development of project estimates, preliminary construction schedules, value engineering proposals and constructability review during the Design Phase.

Current Change Order/Amendment No. 3 in the amount of \$80,488.70 is divided as follows:

AMOUNT	SUBJECT	DESCRIPTION/CLARIFICATION
-\$6,749.24	Equipment	Credit for elimination of ice machine due to Fire Department change to utilizing ice delivery service for all fire stations
\$9,835.84	Site Revisions	Modifications to northeast entry drive layout in order to salvage additional existing trees along with modifications to northwest parking layout to coordinate with water line structure and air relief valve associated with the neighboring elevated water storage tank and pump house
\$7,892.29	Electrical	Added electrical outlets for coordination with Crosspoint alerting system equipment and monitor locations
-\$3,126.35	Electrical	Removal of the uninterrupted power source system from the construction manager scope of work due to being covered by the low voltage vendor contracted directly with the City

\$13,840.34	Oncor	Additional 4" conduit infrastructure required for new Oncor electrical service between pad-mounted transformer and electric meter
\$7,907.00	Equipment	Additional power required for specialty air compressor purchased by Fire Department
\$1,662.18	Exterior Finishes	Enhanced paint finish for gutters, downspouts and roof coping cap material for durability reasons and for all materials to match aesthetically
-\$1,886.98	Audio/Visual	Credit for junction boxes, conduit, wiring and labor not required to be provided by the electrical subcontractor due to deletions associated with low voltage audio/visual systems
\$6,399.94	Structural	Additional roof soffit and fascia framing required by delegated design requirements as determined by engineering calculations run by the cold formed metal framing subcontractor
\$10,692.91	Technology	Added data outlets for coordination with Crosspoint alerting system equipment and monitor locations
\$536.19	Fire Alarm	Relocation of main fire alarm panel and remote annunciator per Fire Department review and facility walk through
-\$2,650.92	Signage	Reduction of interior signage provisions to be only code-required signage per City facility standards
\$2,055.42	Equipment	Addition of an entry gate access device to allow fire equipment to enter the facility via the optical emitter system associated with the vehicles
\$13,285.12	Technology	Additional electrical and data outlets for coordination with the finalized Crosspoint alerting system design
\$2,818.53	Interior Finishes	Addition of a lay-in finish ceiling in a storage room adjacent to the fire training room
\$29,723.07	Landscape	Expanded extents of sod and irrigation at the main entry and exit points of the site along with provisions along Robinson Road, Marshall Drive and the Highway 161 frontage road
\$730.11	Interior Finishes	Additional kitchen backsplash tile coverage for increased wall protection
\$3,163.51	Landscape	Expanded extents of sod and irrigation along the length of the entry drive on both the north and south side of the drive
-\$40,000.00	Reimbursement	Construction Manager reimbursement of design team additional services fee for project schedule extension
\$7,043.48	Code	Addition of relay switches for equipment bay exhaust fans to serve as smoke evacuation fans in fire conditions per the request of the Fire Marshal
\$524.27	Code	Relocation of ground-fault circuit interrupter (GFCI) outlet at drinking fountain to be more easily accessible per the request of the building code official and electrical inspector

\$1,274.96	Electrical	Addition of a grounding bar in the main distribution frame IT room for added protection against electrical surges and power losses
\$948.75	Code	Emergency exhaust fan disconnect per the request of the building code official and electrical inspector
\$2,061.11	Equipment	Cost difference for heavy duty access gate operator which was required due to increased entry gate dimension and corresponding increased weight
\$375.33	Millwork	Added millwork access panel in kitchen island per the request of the building official and plumbing inspector
\$1,828.40	Interior Finishes	Stainless steel corner guards at eight (8) additional wall locations for added maintenance protection
-\$5,649.26	Reimbursement	Construction Manager reimbursement of construction testing agency charges associated with retesting of initially non-compliant work put in place
\$2,182.95	Electrical	Relocation of electrical outlet elevations to coordinate with furnishings purchased by GPDF
\$544.49	Lighting	Provision of undercounter lights in an additional location as requested by GPDF
\$1,608.57	Landscape	Chemical treatment of new sod due to army worm infestation which would have killed the full extent of the new sod across the site if gone untreated
\$9,549.51	Landscape	Installation of a perforated pipe drainage system and drainage outfall piping associated with a landscaping bed located between the emergency generator concrete pad and perimeter security fencing – due to the city standard of providing concrete mow strips below fencing, a ponding condition resulted requiring the drainage solution – in addition, 20' of additional concrete sidewalk was provided as part of the solution in order to allow access for fire department staff
\$2,067.18	Equipment	Ductwork extension for a roof exhaust fan in order to directionally divert exhaust per the request of the building official and mechanical inspector

Change Order/Amendment No. 2 in the amount of \$13,259.01 was approved by City Council on September 1, 2020 and was comprised of the following:

\$120,412.00 for adjustment of the initial construction budget to include items previously considered for value engineering opportunities
 \$19,560.93 for natural gas line rerouting required in order to coordinate with Atmos Energy existing natural gas line location and elevation
 \$9,707.82 for utility revisions associated with final construction document coordination
 \$4,223.02 for removal of large concrete debris discovered below grade on the existing site
 \$4,067.48 for plumbing revisions associated with final construction document coordination
 \$2,685.23 for electrical/data outlet cover upgrades to allow for labeling of connection information
 (\$75,000.00) credit for return of owner construction contingency amount
 (\$41,057.26) credit for pier casing reconciliation credit where not required to be used
 (\$27,345.61) credit for concrete foundation revisions
 (\$3,994.60) credit for simplified electrical controls associated with overall facility lighting

Change Order/Amendment No. 1 in the amount of \$7,984,517 was approved by City Council on December 17, 2019 (19-9605) and represented the Guaranteed Maximum Price (GMP) for the scope of work defined in the BRW Architects Construction Documents package as competitively bid by Subcontractors to AUI Partners. Costs above and beyond the AUI Partners portion of the project addressed in Change Order/Amendment No. 1 included previously approved Construction Manager pre-construction fees (\$0); space needs assessment study (\$6,300); land purchase costs (\$298,429); design/engineering/geotechnical fees (\$807,795); 4% contingency (\$332,688); allowance for IT/data design and installation (\$25,000); allowance for door access and security systems (\$50,000), plus an allowance for construction testing (\$50,000), all of which totaled the overall project budget at the time of \$9,554,729.

Items applicable to performance by the Construction Manager at Risk (CMAR) will be incorporated into the current AUI Partners, LLC contract for a total contract in the amount of **\$8,078,264.71**.

This item is presented to the Finance and Government Committee on December 14, 2021 for their review and recommendation to Council.

FINANCIAL CONSIDERATION:

Funding in the total amount of \$80,488.70 is available in Fire Capital Projects Fund (400591) W.O. 01800403 (Station Relocation 3) Contract 42019 AUI Partners, LLC Contingency Line 2.

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 400591 / 01800401-03
 Project Title: Station Relocation 3
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
01					
61039 Prof Servicexs	\$6,300	\$0	\$0	\$0	\$6,300
68090 Land Purchase	\$298,429	\$0	\$0	\$0	\$298,429
68560 Eng/Con/Geo	\$926,587	\$793	\$0	\$793	\$926,587
03				\$0	\$0
60530 Small Office FFE	\$113,532	\$47,365	\$0	\$47,365	\$113,532
63010 Bldgs and Ground Maint	\$3,002	\$0	\$0	\$0	\$3,002
68290 Office FFE	\$23,039	\$1	\$0	\$1	\$23,039
68380 Security Equipment	\$96,231	\$1	\$0	\$1	\$96,231
68540 Data Processing Equipt	\$40,108	\$0	\$0	\$0	\$40,108
68540 Construction	\$8,089,876	\$0	\$0	\$0	\$8,089,876
				\$0	\$0
				\$0	\$0
TOTAL	\$9,597,104	\$48,160	\$0	\$48,160	\$9,597,104



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 12/14/2021

REQUESTER: Steve Plumer, Sr. Park Project Manager

PRESENTER: Duane Strawn – Director Parks, Arts and Recreation
Construction Manager at Risk (CMAR) Contract with AUI Partners, LLC for pre-construction management services for Phase I Mi Familia in the amount of \$3,000 and approve a Construction Service Fee of 2.25% to be applied at a later time to the actual approved construction costs for the Phase I work

TITLE:

RECOMMENDED ACTION: Approve

ANALYSIS:

On November 16, 2021, the City Council approved an architectural design contract with The Broussard Group, dba TBG Partners for professional design services including Phase I plan development, site engineering, bidding and negotiations, construction administration and project close-out in the amount \$176,000 with a 5% design contingency in the amount of \$8,800 for a total of \$184,800.

Based on the work completed by TBG Partners to-date, Phase I design plans now require a cost estimation and a constructability review. As a result, an RFP #22011 solicitation was advertised by the City in accordance with State law and respondents were required to submit their proposals no later than October 10, 2021. Three (3) Construction Managers responded to the RFP. All proposals were reviewed, and it was determined that AUI Partners, LLC met all requirements based on the cumulative scoring criteria. AUI Partners, LLC is being recommended for the Phase I Pre-Construction CMAR contract award for Mi Familia.

The Construction Manager at Risk pre-construction services involves development of conceptual project estimates, preliminary construction schedule, value engineering considerations and constructability review during the Design Phase.

Pending determination of a final construction costs, a subsequent contract award shall be comprised of AUI Partners, LLC field and office staff (\$118,950), general conditions (\$69,670) and approximate construction services fee based on a 2.25% fee applied to the construction cost. A guaranteed maximum price (GMP) will ultimately be confirmed and brought before City Council for final overall project cost award and approval.

Should City Council approve AUI Partners, LLC for CMAR contract award as recommended, City staff will begin working with AUI Partners, LLC, and the architect on finalizing design and begin the process of obtaining CMAR bids from subcontractors. Once available, the final GMP will then be presented to

City Council for consideration and approval as an amendment to the initial contract.

This item was presented to the Finance and Government Committee on December 14, 2021, for review and recommendation to City Council.

FINANCIAL CONSIDERATION:

Funding for Phase I Mi Familia project is available in Grant Fund – ARPA (300594), WO #68122016 (Mi Familia Park).

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY**


Fund/Activity Account: 300594 - 68122016
 Project Title: Mi Familia 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)	\$815,200	\$815,200		\$815,200	\$815,200
Eng/Design (68450)	\$184,800	\$184,800		\$184,800	\$184,800
TOTAL	\$1,000,000	\$1,000,000	\$0	\$1,000,000	\$1,000,000


CMAR MI FAMILIA

RFB #22011

TABULATION

		AUI Partners	Pete Durante	Phillips May
		FTW	FTW	Dallas
Item	Description	PRICE	PRICE	PRICE
	Pre-Construction Fee:	\$ 3,000.00	\$ 2,000.00	\$ 10,000.00
	Construction Fee			
	A. Percentage:	2.25%	7.00%	3.0%
	B. Dollar Amount (included as part of GMP):	\$ 30,375.00	\$ 85,050.00	\$ 40,500.00
	Field & Office Staff (Line 12):	\$ 118,950.00	\$ 178,000.00	\$ 204,000.00
	General Conditions (Line 52):	\$ 69,670.00	\$ 73,050.00	\$ 117,525.00
	Total Cost (Pre-Construction (Line 1) + Construction (Line 2B) + Field & Office Staff (Line 3) + General Conditions (Line 4))	\$ 221,995.00	\$ 338,100.00	\$ 372,025.00

SCORECARD

		Evaluation Score Card		
		AUI Partners	Pete Durante	Phillips May
		FTW	FTW	Dallas
Evaluation Criteria	Maximum Score	Score	Score	Score
Price	14.00	14.00	9.19	8.35
Experience (size)	16.00	12.80	13.33	13.55
Schedule	16.00	3.20	1.07	1.07
Procedures	16.00	13.01	13.55	13.01
Experience (contract)	14.00	12.13	11.67	12.60
Best Overall value	10.00	8.67	7.67	7.67
Interview	14.00	0.00	0.00	0.00
Total	100.00	63.81	56.47	56.25



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 12/14/2021

REQUESTER: Elsa Delgado

PRESENTER: Mark J. Divita, C.M. Airport Director

TITLE: Resolution authorizing the City Manager to accept a Texas Department of Transportation Airport Rescue Plan Act Grant Agreement in the amount of \$59,000

RECOMMENDED ACTION: Approve

ANALYSIS:

The Grand Prairie Municipal Airport is seeking approval to receive a one-time grant thru the American Rescue Plan Act of 2021 (“ARP Act or ACT”), for Airport Operations to cover operating cost for the Airport.

The Finance and Government Committee reviewed this item for recommendation to Council.

FINANCIAL CONSIDERATION:

Funding in the amount of \$59,000 shall commence on the date the Sponsor formally accepts the Grant. The end date of the period of performance is August 19, 2025.

BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE TEXAS DEPARTMENT OF TRANSPORTATION AIRPORT RESCUE PLAN ACT GRANT AGREEMENT

WHEREAS, the Sponsor has submitted to the State a Request for FY 2021 Airport Rescue Grant Program Funding, dated October 28, 2021, for a grant of Federal funds at or associated with the Grand Prairie Municipal Airport; and

WHEREAS, this Grant Agreement, (hereinafter called “Grant”), is made and entered into by and between the Texas Department of Transportation, (hereinafter referred to as the “State”), for and on behalf of the State of Texas, and City of Grand Prairie, Texas, (herein called the “Sponsor”); and

WHEREAS, the City of Grand Prairie has accepted the terms of the State’s Grant offer; and

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the State has approved the request for funding for the Grand Prairie Municipal Airport; and

WHEREAS, the purpose of this Grant is to prevent, prepare for, and respond to coronavirus, and funds provided under this Grant must only be used for purposes directly related to the airport and shall be provided to such covered airport using this Grant which include the terms, conditions, and assurances attached hereto (Exhibit A); and

WHEREAS, such purposes can include the reimbursement of an airport's cost related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens in accordance with the limitations prescribed in the Act and incurred no earlier than January 20, 2020; and

WHEREAS, this Grant also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021; and funds provided under this Grant will be governed by the same principles that govern "airport revenue," and new airport development projects not directly related to combatting the spread of pathogens may not be funded with this Grant.

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

SECTION 1. In accordance with the applicable provision of the American Rescue Plan Act of 2021 ("ARP Act or the ACT"), Public Law 117-2, the representations contained in Airport Rescue Grant Request for Funding, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishments of the Grant and in compliance with the conditions as herein provided.

SECTION 2. The City of Grand Prairie hereby directs the City Manager to execute on behalf of the City of Grand Prairie, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Grand Prairie Municipal Airport.

SECTION 3. This resolution shall be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 14TH DAY OF DECEMBER 2021.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 12/14/2021

REQUESTER: Anda Upchurch

PRESENTER: Lisa Norris, Human Resources Director

TITLE: Change Order #3 with Employer Direct Healthcare (Surgery Plus) in the amount of \$125,000, for an overall annual amount for 2021 not to exceed \$500,000, and Price Agreement Renewal #5 for an overall annual amount not to exceed \$520,000 for both procedure costs and an increased administration fee of \$4.00 PEPM beginning January 1, 2022

RECOMMENDED ACTION: Approve

ANALYSIS:

In July of 2017, Council approved the City to enter into an agreement with Employer Direct Healthcare, LLC (commonly referred to as “Surgery Plus”) through a Master Interlocal Agreement with the City of Fort Worth as allowed under State purchasing laws, Government Code, Chapter 271.102. This contract provides for deep discounts and bundled pricing for certain surgeries through a very narrow, highly qualified network of surgeons and facilities. There have been several amendments, with the most recent on September 7, 2021, where Council ratified the previous contract term’s expenditure in the amount of \$401,584.12 and approved an increase of \$125,000 for an overall not-to-exceed amount of \$375,000 during the current term expiring December 31, 2021. Staff is requesting to add \$125,000 to the \$375,000 annual budgeted amount to total a not to exceed value of \$500,000 through December 31, 2021, as utilization is continuing to trend up and 7 cases are currently working that may be paid by December 31, 2021. We also recommend an additional year to the overall contract in an amount not to exceed \$520,000 through December 31, 2022 which includes a change in administration fees beginning January 1, 2022.

Our Contract Value shown below includes procedural cost and administration fees. Our Per Employee Per Month (PEPM) fee for the SurgeryPlus benefit is increasing from \$3.00 PEPM in 2021 (\$49,386 for 2021) to \$4.00 PEPM (estimated at \$66,000) beginning January 1, 2022 for a total increase of \$16,614 per year in fees for the program. Fees vary slightly each month since they are based on our active, full time employee headcount which is estimated at 1,375 employees per month for 2022.

Below is a recap of changes and the current request (“expenditures” include both fees for the program and the actual procedure cost).

<u>Contract Term</u>	<u>Contract Value</u>	<u>Term Length</u>	<u>Expenditure</u>	
Aug17' – Jul18'	\$100,000	12 months	\$94,094.89	
Aug18' – Jul19'	\$100,000	12 months	\$229,509.61	ratified 3/2020
Aug19' – Dec20'	\$350,000	17 months	\$401,584.12	ratified 9/2021
Jan21' – Dec21'	\$375,000	12 months		approved 9/2021
Amend Jan21'–Dec21' (current request)	Add \$125,000			*Requesting approval herein
Jan22'–Dec22' (current request)	\$520,000	12 months		*Requesting approval herein
Contract Total	\$1,745,188.62			

Below is a recap of the procedure savings (over what this same procedure would have cost through the carrier) versus the fees expended to demonstrate the return on the investment.

	2018	2019	2020	Cumulative
# Procedures	17	23	39	79
Avg % Savings SurgeryPlus v Carrier	53.3%	53.6%	57.4%	54.8%
Savings	\$159,252	\$208,032	\$559,346	\$926,630
Less: Fees	\$47,961	\$49,164	\$49,299	\$146,424
Net savings	\$111,291	\$158,868	\$510,047	\$780,206
Return On Investment	3.32x	4.23x	11.35x	6.32x

This item was reviewed by the Finance and Government Committee on December 14, 2021 for recommendation of approval to City Council. An exception was made to hear these on the same day due to the timing of invoices received and which need to be paid timely, and only one meeting in December prior to the new fees for 2022.

FINANCIAL CONSIDERATION:

Funds for procedures and fees are available in FY 2021/2022 Employee Insurance Fund (213010) and will be charged accordingly. No additional funding is needed this fiscal year as administrative fees and claims costs are budgeted, and this change can be absorbed. We will reassess annually as part of the budget process if subsequent funding changes are necessary. Funding for services provided during FY 2022/2023 (October – December 2022 period) will be paid from that year’s approved budget.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 12/14/2021

REQUESTER: Linda Lankford

PRESENTER: Ray Riedinger, Facility Services Manager

TITLE: Ordinance amending the FY 2021-22 Pooled Investment Fund Budget: Purchase and installation of mobile backup generators and docking stations from Holt CAT through a national cooperative agreement with Sourcewell (formerly NJPA) in the amount of \$1,655,910.38 with a 10% contingency of \$165,591.00.

RECOMMENDED ACTION: Approve

ANALYSIS:

The Public Safety, Health and Environment Committee reviewed this item for recommendation to Council for approval.

Currently there are not backup generators for cooling and/or warming stations throughout the city. It was evident during the February 2021 freeze that it would be necessary to purchase mobile generation in order to provide electrical power to cooling and warming stations during future interruptions in electrical power from the ERCOT managed electrical grid.

Chapter 271.102 of the local Government Code authorizes local government to participate in a cooperative purchasing program with another local government or local cooperative in lieu of competitive bidding. Items and services may be purchased through such agreements and have already been bid by the sponsoring entity or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including NJPA.

National Joint Powers Alliance (NJPA) through a comprehensive 12 step process creates national cooperative purchasing solutions on behalf of its member agencies which include all government, education and non-profit agencies nationwide and in Canada. These cooperative contract opportunities offer both time and money savings to their users by consolidating the efforts of numerous individually prepared solicitations to one national cooperatively shared process. This process leveraged the aggregation of volume from members nationwide.

The generator and associated equipment will be purchased directly from Holt Cat through their Sourcewell (formerly known as NJPA) contract #120617-CAT valid through 01/31/2023.

FINANCIAL CONSIDERATION:

Funding in the amount of \$1,821,501.38 is available from Grant Fund (3005) \$600,000.00 and by approving an ordinance amending FY 2021-22 Pooled Investment Fund (3900) Budget and allocating \$1,221,501.38 from its unappropriated fund balance.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 POOLED INVESTMENTS FUND BUDGET BY TRANSFERRING AND APPROPRIATING \$1,221,502 FROM THE UNOBLIGATED FUND BALANCE TO 223810-68300

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

SECTION 1. That the FY 2021/2022 Pooled Investments Fund Budget be amended by transferring and appropriating \$1,221,502 from the unobligated fund balance to 223810-68300

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, DECEMBER 14, 2022

CITY OF GRAND PRAIRIE
Pooled Investment Fund
2020/2021

	2020/2021 APPR/MOD
Beginning Resources	\$2,605,261
Approved Revenues	3,500,000
TOTAL REVENUES	\$3,500,000
Reserves for Encumbrances	0
TOTAL RESOURCES	\$6,105,261
Approved Expenditures	1,045,530
ADD:	
<i>Capital Outlay for Generators</i>	<i>1,221,502</i>
TOTAL EXPENDITURES	2,267,032
Transfer to other Funds	\$0
TOTAL APPROPRIATIONS	2,267,032
Ending Resources	\$3,838,229

Facilities	ESID	Voltage	Phases	Peak KW	Peak KW	Peak Date Interval	Heating Source	Existing Electrical Disconne	Generator	Generator KW	Convert to Full	Pricing	Delivery Weeks	Quantity			
* Charlie Taylor Rec	#10443720008112414	208-230	3	72	72	8/25/2021- 8/26/2021	Nat Gas	Yes	No		Limited Data	\$97,608.53	10 to 12	\$97,608.53	\$97,608.53	1	
* Dalworth Rec	#10443720002124913	240	3	100	103	8/5/2019-9/15/2019	Nat Gas	Yes	No			\$76,032.87	10 to 12	\$76,032.87	\$76,032.87	1	
Main Library	#10443720002117659	480	3	202	202	8/5/2020-9/3/2020	Electric	No	Yes	60	Concrete Pad Needed/ Drivewa	\$266,014.10	10 to 12		\$266,014.10		
RJC	#10443720006480258	208-230	3	170	173	7/24/2019-8/23/2019	Nat Gas	No	Yes	300	Partial	\$459,941.93	\$160,547.03	10 to 12		\$160,547.03	
Summit	#10443720008257544	480	3	380	441	8/15/2019-9/16/2019	Nat Gas	No	No			\$321,421.36	10 to 12		\$321,421.36		
* Veterans Center	#10443720002126000	208-230	3	49	49	7/7/2021-8/5/2021	Nat Gas	No	No			\$71,452.82	10 to 12	\$71,452.82	\$71,452.82	1	
* Warmack	#10443720006350305	480	3	145	145	1/11/2020-2/11/2020	Electric	No	No			\$147,765.02	10 to 12	\$147,765.02	\$147,765.02	1	
* Tony Shotwell	#10443720008122048	480	3		210	8/1/2019-9/3/2019	Nat Gas		Yes	500	Full	N/A					
Docking Station Charlie Taylor, Dalworth, Veterans & Warmack Total																\$392,859.24	
Total for All Docking Stations																	\$1,140,841.73
Mobile Gen Model						Fuel Diesel											
XQ570		Switchable	3			700 gallon tank				455/500		\$306,725.66	32 to 35			\$613,451.32	2
XQ570 100' Cables						33.2 gph @ 100% load						\$20,824.73				\$41,649.46	2
XQ425BM		Switchable	3			520 gallon tank				340/375		\$207,824.99	28 to 30			\$415,649.98	2
XQ425BM 100' Cables						25.1 gph @ 100% load						\$17,025.85				\$34,051.70	2
XQ230BM		Switchable	3			262 gallon						\$114,827.64	28 to 30			\$114,827.64	1
XQ230BM 100' Cables						14.7 gph @ 100% load						\$9,727.56				\$9,727.56	1
Total for Mobile Generators																	\$1,229,357.66
500 KW Rental w/cables												every 4 weeks	\$10,162.16	\$20,324.32	Months	2	
350 KW Rental w/cables												every 4 weeks	\$6,684.58	\$13,369.16		2	
Total for Rentals																	\$33,693.48
Docking Station Charlie Taylor, Dalworth, Veterans & Warmack Total		\$392,859.24															
All Seven Docking Stations		\$1,140,841.73															
Mobile Generators/Cables		\$1,229,357.66	\$1,229,357.66														
Rental		\$33,693.48	\$33,693.48														
Total		\$1,655,910.38	\$2,403,892.87														



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Regarding: City of Grand Prairie Sourcewell Member
– Charley Taylor GDS Install

Quote No: 23092021B

Date: 09/23/21

Quote Expires: 30 Days

GENERATOR DOCKING STATION:

Manual Transfer Switch Docking Station 800A
3 - 120/208 (3H+N+G) Black, Red, Blue, White, Green
ETL Listed to UL 1008 Standards, UL 50 Listed
Current Lead Time 10 – 12 weeks.

Electrical Install Scope of Work:

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Install of Generator Docking Station.....(1)
6. Conduit and Wire for the Line/Load of (1) 1200 Amp, 3 Phase Service through GDS.
7. Trenching for New Conduits.

Items & Services Not Included:

- Fuel for Startup & Testing
- Coordination study, infrared or NETA testing of ATS or Generator/s
- Engineer fees or drawings/plans designed and sealed by an engineer
- Omissions from Electrical Drawings or Specifications
- Local codes are not included unless stated
- Repairs of Any and All Existing Code Violations, Incl. exposed/non exposed.
- Landscaping (grass, trees, shrubs or flowers), Irrigation or tree removal
- Repair, Replacement of any and All Conduit and or Cables not marked and Located. Such as irrigation / any low voltage cables and associated equipment.
- All Underground Conduit, Pull Box, and Strings, Except as Shown on Drawings
- Utility Company Charges
- Coring and roof penetrations
- Sealing of Existing Penetrations through Walls, Ceiling, or Floors.
- HVAC and Mechanical, controls, control wiring and starters
- Temporary Power

Supplying Fuel for new Generator
Bonds
State/Local/Emissions Taxes

Qualifications:

1. All Products included in this Proposal are valued (based on current Commodity Pricing) at the time of the Bid. An Increase in the price of Raw Materials between the estimate time and time of official award of the project will require a Change in the final price to complete the project.
Due to the fluctuation in the copper and steel markets.
Not responsible for an delays in project schedule due to shortages in the supply market.
2. Price firm for 30 days and based on a mutually acceptable contract.
3. Pricing is based on all work being completed Monday through Friday 7:00 AM through 3:30 PM.
4. Delays caused by others will be charged at service hourly rates.

CATERPILLAR RETAIL/LIST PRICE.....	\$NA
Discount per Sourcewell Contract (NA).....	(\$NA)
NON CATERPILLAR Items RETAIL/LIST Price.....	\$102,745.81
Discount per Sourcewell Contract (5%).....	(\$5,137.29)
TOTAL PRICE per SOURCEWELL Contract.....	\$97,608.53

Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.
Sourcewell (formerly NJPA)

Quoted as detailed above with the intent of meeting the project scope.
Equipment supplied will be limited to that described in this proposal.

Note: Any code interpretations made by the inspector with jurisdiction that lead to changes in material or scope of work are billable and will be handled as a change order should they arise.

GENERAL NOTES AND CLARIFICATIONS:

1. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.

Terms are 30days net with approved credit.

Price is valid for 30 days

Price does not include applicable taxes

To order or start submittals please sign, date and send back to my

attention:

Name _____ **Date** _____

Thank you,

John Fabrega
Power Systems Sales
2001 N. Loop 12
Irving, TX 75061
Mobile: 972.978.5407
john.fabrega@holtcat.com



HOLT POWER SYSTEMS TERMS & CONDITIONS

Mufflers Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.

Proposal This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.

Pricing Recently the cost of some of our vendor products has experienced severe price swings in the upward direction. Therefore it has become increasingly difficult to hold our prices for a prolonged period of time. If our quote is older than 20 days please call to verify our price.

Taxes The above price(s) does(do) not include state and local taxes unless otherwise specifically stated. **A 1.5% additional ser charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required.**

Lead Time Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.

Automatic transfer switch(es) is(are) quoted to jobsite in approximately 6-8 weeks after receipt of order and approved submittals and approved credit terms are agreed.

The above quoted lead-times are standard lead-times from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.

Please note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

Holt Power Systems has made a significant commitment to ensuring we are able to quickly respond to opportunities by maintaining a substantial inventory that may reduce the lead-time above.

- Special Notes** Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.
- Fuel Tank** Increasingly we are seeing dramatic changes occur at the municipal level in regard to fire code requirements. They are too numerous and variable to keep track of for each of the area municipalities. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. We will make every attempt to notify you of specification variances with local codes when known, however responsibility for compliance lies with the specifying engineer and those that pull the permit for the project.
- Payment** Terms are NET 30 DAYS at the time of shipment to jobsite based on Holt credit department approval, otherwise terms are C.O.D.
- Term's** Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.
- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.
- Warranty** Caterpillar standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon.
- Cancellation** There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order.
- Other** Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein.
- The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.
- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. Our company product support service group will be glad to quote the end user of this equipment for those services under a separate proposal.
- All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.
- Holt Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We have detailed the equipment proposed in the bill of material. Please carefully review it to be certain it meets your requirements.
- No NETA, infrared scanning, meg-testing or other third party testing is included unless expressly indicating in writing above.
- We reserve the right to correct any errors or omissions.
- Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Power Systems and it's headquarters.
- Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any

purchase order received by Holt Power Systems.

Holt Power Systems will not be responsible for any labor or material charged by others associated with the start-up and installation of this equipment unless previously agreed upon in writing by Holt Power Systems. Star-ups are to be conducted between Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Otherwise our standard overtime rates will apply.

We value your confidence in us, and the products we represent and appreciate your business. If there are any terms, conditions, or any other aspect of this quotation you do not understand, please contact us immediately and we will gladly clarify.



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Regarding: City of Grand Prairie Sourcewell Member – Cable

Quote No: 27092021A v2

Date: 09/27/21

Quote Expires: 30 Days

Model – XQ230 Generator Set

200 kw Standby – Amperage at 208v – 694

200 kw Standby – Amperage at 480v – 301

Model – XQ425 Generator Set

375 kw Standby – Amperage at 208v – 1301

375 kw Standby – Amperage at 480v – 564

Model – XQ570 Generator Set

500 kw Standby – Amperage at 208v – 1735

500 kw Standby – Amperage at 480v – 752

The flexible cable used with these generators is 4/0 AWG Type W rated at 405 AMPS.

Below is a chart providing pricing based on the Amperage and linear distance of the cable runs when installed.

Up to 405 Amp at 50 feet

NON CATERPILLAR Items RETAIL/LIST Price.....\$3,902.04

Discount per Sourcewell Contract (5%).....(\$195.10)

TOTAL PRICE per SOURCEWELL Contract.....\$3,706.94

Up to 405 Amp at 100 feet

NON CATERPILLAR Items RETAIL/LIST Price.....\$5,914.10

Discount per Sourcewell Contract (5%).....(\$295.71)

TOTAL PRICE per SOURCEWELL Contract.....\$5,618.39

406 to 810 Amp at 50 feet

NON CATERPILLAR Items RETAIL/LIST Price.....\$6,104.77

Discount per Sourcewell Contract (5%).....(\$305.24)

TOTAL PRICE per SOURCEWELL Contract.....\$5,799.53

406 to 810Amp at 100 feet

NON CATERPILLAR Items RETAIL/LIST Price.....\$9,727.56

Discount per Sourcewell Contract (5%).....(\$486.38)

TOTAL PRICE per SOURCEWELL Contract.....\$9,241.18

1216 to 1620 Amp at 50 feet

NON CATERPILLAR Items RETAIL/LIST Price.....\$10,504.54

Discount per Sourcewell Contract (5%).....(\$525.23)

TOTAL PRICE per SOURCEWELL Contract.....\$9,979.31

1216 to 1620 Amp at 100 feet

NON CATERPILLAR Items RETAIL/LIST Price.....\$17,921.95

Discount per Sourcewell Contract (5%).....(\$896.10)

TOTAL PRICE per SOURCEWELL Contract.....\$17,025.85

1621 to 2025 Amp at 50 feet

NON CATERPILLAR Items RETAIL/LIST Price.....\$12,726.53

Discount per Sourcewell Contract (5%).....(\$636.33)

TOTAL PRICE per SOURCEWELL Contract.....\$12,090.20

1621 to 2025 Amp at 100 feet

NON CATERPILLAR Items RETAIL/LIST Price.....\$21,920.77

Discount per Sourcewell Contract (5%).....(\$1,096.04)

TOTAL PRICE per SOURCEWELL Contract.....\$20,824.73

Delivery to Customer Site (within 50 miles of Holt Irving)

Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.

Sourcewell (formerly NJPA)

Quoted as detailed above with the intent of meeting the project scope.

Equipment supplied will be limited to that described in this proposal.

Note: Any code interpretations made by the inspector with jurisdiction that lead to changes in material or scope of work are billable and will be handled as a change order should they arise.

GENERAL NOTES AND CLARIFICATIONS:

1. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.

Terms are 30days net with approved credit.

Price is valid for 30 days

Price does not include applicable taxes

To order or start submittals please sign, date and send back to my attention:

Name _____ **Date** _____

Thank you,

John Fabrega
Power Systems Sales
2001 N. Loop 12
Irving, TX 75061
Mobile: 972.978.5407
john.fabrega@holtcat.com



HOLT POWER SYSTEMS TERMS & CONDITIONS

Mufflers Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.

Proposal This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.

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Please note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

Holt Power Systems has made a significant commitment to ensuring we are able to

quickly respond to opportunities by maintaining a substantial inventory that may reduce the lead-time above.

- Special Notes** Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.
- Fuel Tank** Increasingly we are seeing dramatic changes occur at the municipal level in regard to fire code requirements. They are too numerous and variable to keep track of for each of the area municipalities. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. We will make every attempt to notify you of specification variances with local codes when known, however responsibility for compliance lies with the specifying engineer and those that pull the permit for the project.
- Payment** Terms are NET 30 DAYS at the time of shipment to jobsite based on Holt credit department approval, otherwise terms are C.O.D.
- Term's** Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.
- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.
- Warranty** Caterpillar standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon.
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- The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.
- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. Our company product support service group will be glad to quote the end user of this equipment for those services under a separate proposal.
- All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.
- Holt Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We have detailed the equipment proposed in the bill of material. Please carefully review it to be certain it meets your requirements.
- No NETA, infrared scanning, meg-testing or other third party testing is included unless expressly indicating in writing above.
- We reserve the right to correct any errors or omissions.
- Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Power Systems and it's headquarters.

Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by Holt Power Systems.

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We value your confidence in us, and the products we represent and appreciate your business. If there are any terms, conditions, or any other aspect of this quotation you do not understand, please contact us immediately and we will gladly clarify.



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Regarding: City of Grand Prairie Sourcewell Member
– Veterans Center GDS Install

Quote No: 23092021D

Date: 09/23/21

Quote Expires: 30 Days

GENERATOR DOCKING STATION:

Manual Transfer Switch Docking Station 800A
3 - 120/208 (3H+N+G) Black, Red, Blue, White, Green
ETL Listed to UL 1008 Standards, UL 50 Listed
Current Lead Time 10 – 12 weeks.

Electrical Install Scope of Work:

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Install Of Generator Docking Station.....(1)
6. Conduit and Wire for the Line/Load of (2) 400 Amp, 3 Phase Service through GDS.
7. Install of 400 Amp Disconnects at Exterior next to GDS.....(2)

Items & Services Not Included:

- Fuel for Startup & Testing
- Coordination study, infrared or NETA testing of ATS or Generator/s
- Engineer fees or drawings/plans designed and sealed by an engineer
- Omissions from Electrical Drawings or Specifications
- Local codes are not included unless stated
- Repairs of Any and All Existing Code Violations, Incl. exposed/non exposed.
- Landscaping (grass, trees, shrubs or flowers), Irrigation or tree removal
- Repair, Replacement of any and All Conduit and or Cables not marked and Located. Such as irrigation / any low voltage cables and associated equipment.
- All Underground Conduit, Pull Box, and Strings, Except as Shown on Drawings
- Utility Company Charges
- Coring and roof penetrations
- Sealing of Existing Penetrations through Walls, Ceiling, or Floors.
- HVAC and Mechanical, controls, control wiring and starters
- Temporary Power

Supplying Fuel for new Generator
Bonds
State/Local/Emissions Taxes

Qualifications:

1. All Products included in this Proposal are valued (based on current Commodity Pricing) at the time of the Bid. An Increase in the price of Raw Materials between the estimate time and time of official award of the project will require a Change in the final price to complete the project. Due to the fluctuation in the copper and steel markets. Not responsible for an delays in project schedule due to shortages in the supply market.
2. Price firm for 30 days and based on a mutually acceptable contract.
3. Pricing is based on all work being completed Monday through Friday 7:00 AM through 3:30 PM.
4. Delays caused by others will be charged at service hourly rates.

CATERPILLAR RETAIL/LIST PRICE.....	\$NA
Discount per Sourcewell Contract (NA).....	(\$NA)
NON CATERPILLAR Items RETAIL/LIST Price.....	\$75,213.50
Discount per Sourcewell Contract (5%).....	(\$3,760.68)
TOTAL PRICE per SOURCEWELL Contract.....	\$71,452.82

Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.
Sourcewell (formerly NJPA)

Quoted as detailed above with the intent of meeting the project scope. Equipment supplied will be limited to that described in this proposal.

Note: Any code interpretations made by the inspector with jurisdiction that lead to changes in material or scope of work are billable and will be handled as a change order should they arise.

GENERAL NOTES AND CLARIFICATIONS:

1. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.

Terms are 30days net with approved credit.

Price is valid for 30 days

Price does not include applicable taxes

To order or start submittals please sign, date and send back to my

attention:

Name _____ **Date** _____

Thank you,

John Fabrega
Power Systems Sales
2001 N. Loop 12
Irving, TX 75061
Mobile: 972.978.5407
john.fabrega@holtcat.com



HOLT POWER SYSTEMS TERMS & CONDITIONS

Mufflers Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.

Proposal This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.

Pricing Recently the cost of some of our vendor products has experienced severe price swings in the upward direction. Therefore it has become increasingly difficult to hold our prices for a prolonged period of time. If our quote is older than 20 days please call to verify our price.

Taxes The above price(s) does(do) not include state and local taxes unless otherwise specifically stated. **A 1.5% additional ser charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required.**

Lead Time Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.

Automatic transfer switch(es) is(are) quoted to jobsite in approximately 6-8 weeks after receipt of order and approved submittals and approved credit terms are agreed.

The above quoted lead-times are standard lead-times from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.

Please note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

Holt Power Systems has made a significant commitment to ensuring we are able to quickly respond to opportunities by maintaining a substantial inventory that may reduce the lead-time above.

- Special Notes** Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.
- Fuel Tank** Increasingly we are seeing dramatic changes occur at the municipal level in regard to fire code requirements. They are too numerous and variable to keep track of for each of the area municipalities. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. We will make every attempt to notify you of specification variances with local codes when known, however responsibility for compliance lies with the specifying engineer and those that pull the permit for the project.
- Payment** Terms are NET 30 DAYS at the time of shipment to jobsite based on Holt credit department approval, otherwise terms are C.O.D.
- Term's** Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.
- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.
- Warranty** Caterpillar standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon.
- Cancellation** There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order.
- Other** Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein.
- The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.
- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. Our company product support service group will be glad to quote the end user of this equipment for those services under a separate proposal.
- All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.
- Holt Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We have detailed the equipment proposed in the bill of material. Please carefully review it to be certain it meets your requirements.
- No NETA, infrared scanning, meg-testing or other third party testing is included unless expressly indicating in writing above.
- We reserve the right to correct any errors or omissions.
- Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Power Systems and it's headquarters.
- Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any

purchase order received by Holt Power Systems.

Holt Power Systems will not be responsible for any labor or material charged by others associated with the start-up and installation of this equipment unless previously agreed upon in writing by Holt Power Systems. Star-ups are to be conducted between Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Otherwise our standard overtime rates will apply.

We value your confidence in us, and the products we represent and appreciate your business. If there are any terms, conditions, or any other aspect of this quotation you do not understand, please contact us immediately and we will gladly clarify.



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Regarding: City of Grand Prairie Sourcewell Member
– Summit GDS Install

Quote No: 23092021G

Date: 09/23/21

Quote Expires: 30 Days

=====

GENERATOR DOCKING STATION:

Single Breaker Docking Station with Kirk Key Interlock (Pass Thru) 3000A
5 - 480/277V (3H+N+G) Brown, Orange, Yellow, White, Green

Current Lead Time 10 – 12 weeks.

Electrical Install Scope of Work:

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Concrete and Concrete work for install of (1) GDS.
6. Install of (1) 3000 Amp, 3 Phase, Generator Docking Station.
7. Conduit and Wire for the Line / Load of the 3000 Amp ,3 Phase through the GDS and MDP.

Items & Services Not Included:

Fuel for Startup & Testing

Coordination study, infrared or NETA testing of ATS or Generator/s

Engineer fees or drawings/plans designed and sealed by an engineer

Omissions from Electrical Drawings or Specifications

Local codes are not included unless stated

Repairs of Any and All Existing Code Violations, Incl.
exposed/non exposed.

Landscaping (grass, trees, shrubs or flowers), Irrigation or tree removal

Repair, Replacement of any and All Conduit and or Cables not marked
and Located. Such as irrigation / any low voltage cables and
associated equipment.

All Underground Conduit, Pull Box, and Strings, Except as Shown on Drawings

Utility Company Charges

Coring and roof penetrations

Sealing of Existing Penetrations through Walls, Ceiling, or Floors.

HVAC and Mechanical, controls, control wiring and starters

Temporary Power

Supplying Fuel for new Generator
Bonds
State/Local/Emissions Taxes

Qualifications:

1. All Products included in this Proposal are valued (based on current Commodity Pricing) at the time of the Bid. An Increase in the price of Raw Materials between the estimate time and time of official award of the project will require a Change in the final price to complete the project. Due to the fluctuation in the copper and steel markets. Not responsible for an delays in project schedule due to shortages in the supply market.
2. Price firm for 30 days and based on a mutually acceptable contract.
3. Pricing is based on all work being completed Monday through Friday 7:00 AM through 3:30 PM.
4. Delays caused by others will be charged at service hourly rates.

CATERPILLAR RETAIL/LIST PRICE.....	\$NA
Discount per Sourcewell Contract (NA).....	(\$NA)
NON CATERPILLAR Items RETAIL/LIST Price.....	\$338,338.27
Discount per Sourcewell Contract (5%).....	(\$16,916.91)
TOTAL PRICE per SOURCEWELL Contract.....	\$321,421.36

Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.
Sourcewell (formerly NJPA)

Quoted as detailed above with the intent of meeting the project scope. Equipment supplied will be limited to that described in this proposal.

Note: Any code interpretations made by the inspector with jurisdiction that lead to changes in material or scope of work are billable and will be handled as a change order should they arise.

GENERAL NOTES AND CLARIFICATIONS:

1. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.

Terms are 30days net with approved credit.

Price is valid for 30 days

Price does not include applicable taxes

To order or start submittals please sign, date and send back to my

attention:

Name _____ **Date** _____

Thank you,

John Fabrega
Power Systems Sales
2001 N. Loop 12
Irving, TX 75061
Mobile: 972.978.5407
john.fabrega@holtcat.com



HOLT POWER SYSTEMS TERMS & CONDITIONS

Mufflers Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.

Proposal This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.

Pricing Recently the cost of some of our vendor products has experienced severe price swings in the upward direction. Therefore it has become increasingly difficult to hold our prices for a prolonged period of time. If our quote is older than 20 days please call to verify our price.

Taxes The above price(s) does(do) not include state and local taxes unless otherwise specifically stated. **A 1.5% additional ser charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required.**

Lead Time Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.

Automatic transfer switch(es) is(are) quoted to jobsite in approximately 6-8 weeks after receipt of order and approved submittals and approved credit terms are agreed.

The above quoted lead-times are standard lead-times from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.

Please note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

Holt Power Systems has made a significant commitment to ensuring we are able to quickly respond to opportunities by maintaining a substantial inventory that may reduce the lead-time above.

- Special Notes** Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.
- Fuel Tank** Increasingly we are seeing dramatic changes occur at the municipal level in regard to fire code requirements. They are too numerous and variable to keep track of for each of the area municipalities. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. We will make every attempt to notify you of specification variances with local codes when known, however responsibility for compliance lies with the specifying engineer and those that pull the permit for the project.
- Payment** Terms are NET 30 DAYS at the time of shipment to jobsite based on Holt credit department approval, otherwise terms are C.O.D.
- Term's** Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.
- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.
- Warranty** Caterpillar standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon.
- Cancellation** There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order.
- Other** Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein.
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Regarding: City of Grand Prairie Sourcewell Member
– Main Library GDS Install

Quote No: 23092021E

Date: 09/23/21

Quote Expires: 30 Days

GENERATOR DOCKING STATION:

Manual Transfer Switch Docking Station 1200A
5 - 480/277V (3H+N+G) Brown, Orange, Yellow, White, Green
ETL Listed to UL 1008 Standards, UL 50 Listed
Current Lead Time 10 – 12 weeks.

Electrical Install Scope of Work:

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Install of Generator Docking Station.....(1)
6. Conduit and wire for the Line/Load of (1) 1200 Amp, 3 phase service through GDS.
7. Supply and Install of 1200 Amp Fused Disconnect.....(1)
8. Concrete and Concrete work for Pad to set GDS.

Items & Services Not Included:

- Fuel for Startup & Testing
- Coordination study, infrared or NETA testing of ATS or Generator/s
- Engineer fees or drawings/plans designed and sealed by an engineer
- Omissions from Electrical Drawings or Specifications
- Local codes are not included unless stated
- Repairs of Any and All Existing Code Violations, Incl. exposed/non exposed.
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- Repair, Replacement of any and All Conduit and or Cables not marked and Located. Such as irrigation / any low voltage cables and associated equipment.
- All Underground Conduit, Pull Box, and Strings, Except as Shown on Drawings
- Utility Company Charges
- Coring and roof penetrations
- Sealing of Existing Penetrations through Walls, Ceiling, or Floors.
- HVAC and Mechanical, controls, control wiring and starters

Temporary Power
Supplying Fuel for new Generator
Bonds
State/Local/Emissions Taxes

Qualifications:

1. All Products included in this Proposal are valued (based on current Commodity Pricing) at the time of the Bid. An Increase in the price of Raw Materials between the estimate time and time of official award of the project will require a Change in the final price to complete the project. Due to the fluctuation in the copper and steel markets. Not responsible for an delays in project schedule due to shortages in the supply market.
2. Price firm for 30 days and based on a mutually acceptable contract.
3. Pricing is based on all work being completed Monday through Friday 7:00 AM through 3:30 PM.
4. Delays caused by others will be charged at service hourly rates.

CATERPILLAR RETAIL/LIST PRICE.....	\$NA
Discount per Sourcewell Contract (NA).....	(\$NA)
NON CATERPILLAR Items RETAIL/LIST Price.....	\$280,014.84
Discount per Sourcewell Contract (5%).....	(\$14,000.74)
TOTAL PRICE per SOURCEWELL Contract.....	\$266,014.10

Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.
Sourcewell (formerly NJPA)

Quoted as detailed above with the intent of meeting the project scope. Equipment supplied will be limited to that described in this proposal.

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GENERAL NOTES AND CLARIFICATIONS:

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Price is valid for 30 days

Price does not include applicable taxes

To order or start submittals please sign, date and send back to my attention:

Name _____ **Date** _____

Thank you,

John Fabrega
Power Systems Sales
2001 N. Loop 12
Irving, TX 75061
Mobile: 972.978.5407
john.fabrega@holtcat.com



HOLT POWER SYSTEMS TERMS & CONDITIONS

- Mufflers** Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.
- Proposal** This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.
- Pricing** Recently the cost of some of our vendor products has experienced severe price swings in the upward direction. Therefore it has become increasingly difficult to hold our prices for a prolonged period of time. If our quote is older than 20 days please call to verify our price.
- Taxes** The above price(s) does(do) not include state and local taxes unless otherwise specifically stated. **A 1.5% additional ser charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required.**
- Lead Time** Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.

Automatic transfer switch(es) is(are) quoted to jobsite in approximately 6-8 weeks after receipt of order and approved submittals and approved credit terms are agreed.

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Regarding: City of Grand Prairie Sourcewell Member
– Warmack GDS Install

Quote No: 23092021F

Date: 09/23/21

Quote Expires: 30 Days

GENERATOR DOCKING STATION:

Manual Transfer Switch Docking Station 800A
5 - 480/277V (3H+N+G) Brown, Orange, Yellow, White, Green
ETL Listed to UL 1008 Standards, UL 50 Listed
Current Lead Time 10 – 12 weeks.

Electrical Install Scope of Work:

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Install of Generator Docking Station.....(1)
6. Conduit and Wire for the Line Load of (1) 800 Amp ,3Phase Service through GDS.
7. Install of 800 Amp Disconnect next to GDS.

Items & Services Not Included:

- Fuel for Startup & Testing
- Coordination study, infrared or NETA testing of ATS or Generator/s
- Engineer fees or drawings/plans designed and sealed by an engineer
- Omissions from Electrical Drawings or Specifications
- Local codes are not included unless stated
- Repairs of Any and All Existing Code Violations, Incl. exposed/non exposed.
- Landscaping (grass, trees, shrubs or flowers), Irrigation or tree removal
- Repair, Replacement of any and All Conduit and or Cables not marked and Located. Such as irrigation / any low voltage cables and associated equipment.
- All Underground Conduit, Pull Box, and Strings, Except as Shown on Drawings
- Utility Company Charges
- Coring and roof penetrations
- Sealing of Existing Penetrations through Walls, Ceiling, or Floors.
- HVAC and Mechanical, controls, control wiring and starters
- Temporary Power

Supplying Fuel for new Generator
Bonds
State/Local/Emissions Taxes

Qualifications:

1. All Products included in this Proposal are valued (based on current Commodity Pricing) at the time of the Bid. An Increase in the price of Raw Materials between the estimate time and time of official award of the project will require a Change in the final price to complete the project.
Due to the fluctuation in the copper and steel markets.
Not responsible for an delays in project schedule due to shortages in the supply market.
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3. Pricing is based on all work being completed Monday through Friday 7:00 AM through 3:30 PM.
4. Delays caused by others will be charged at service hourly rates.

CATERPILLAR RETAIL/LIST PRICE.....	\$NA
Discount per Sourcewell Contract (NA).....	(\$NA)
NON CATERPILLAR Items RETAIL/LIST Price.....	\$155,542.13
Discount per Sourcewell Contract (5%).....	(\$7,777.11)
TOTAL PRICE per SOURCEWELL Contract.....	\$147,765.02

Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.
Sourcewell (formerly NJPA)

Quoted as detailed above with the intent of meeting the project scope.
Equipment supplied will be limited to that described in this proposal.

Note: Any code interpretations made by the inspector with jurisdiction that lead to changes in material or scope of work are billable and will be handled as a change order should they arise.

GENERAL NOTES AND CLARIFICATIONS:

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Price is valid for 30 days

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To order or start submittals please sign, date and send back to my

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Irving, TX 75061
Mobile: 972.978.5407
john.fabrega@holtcat.com



HOLT POWER SYSTEMS TERMS & CONDITIONS

Mufflers Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.

Proposal This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.

Pricing Recently the cost of some of our vendor products has experienced severe price swings in the upward direction. Therefore it has become increasingly difficult to hold our prices for a prolonged period of time. If our quote is older than 20 days please call to verify our price.

Taxes The above price(s) does(do) not include state and local taxes unless otherwise specifically stated. **A 1.5% additional ser charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required.**

Lead Time Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.

Automatic transfer switch(es) is(are) quoted to jobsite in approximately 6-8 weeks after receipt of order and approved submittals and approved credit terms are agreed.

The above quoted lead-times are standard lead-times from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.

Please note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

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- Special Notes** Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.
- Fuel Tank** Increasingly we are seeing dramatic changes occur at the municipal level in regard to fire code requirements. They are too numerous and variable to keep track of for each of the area municipalities. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. We will make every attempt to notify you of specification variances with local codes when known, however responsibility for compliance lies with the specifying engineer and those that pull the permit for the project.
- Payment** Terms are NET 30 DAYS at the time of shipment to jobsite based on Holt credit department approval, otherwise terms are C.O.D.
- Term's** Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.
- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.
- Warranty** Caterpillar standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon.
- Cancellation** There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order.
- Other** Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein.
- The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.
- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. Our company product support service group will be glad to quote the end user of this equipment for those services under a separate proposal.
- All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.
- Holt Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We have detailed the equipment proposed in the bill of material. Please carefully review it to be certain it meets your requirements.
- No NETA, infrared scanning, meg-testing or other third party testing is included unless expressly indicating in writing above.
- We reserve the right to correct any errors or omissions.
- Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Power Systems and it's headquarters.
- Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any

purchase order received by Holt Power Systems.

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We value your confidence in us, and the products we represent and appreciate your business. If there are any terms, conditions, or any other aspect of this quotation you do not understand, please contact us immediately and we will gladly clarify.



Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Regarding: City of Grand Prairie Sourcewell Member
– Dalworth GDS Install

Quote No: 23092021C

Date: 09/23/21

Quote Expires: 30 Days

=====

GENERATOR DOCKING STATION:

Manual Transfer Switch Docking Station 1200A

2 - 120/240V Delta (3H+N+G) Black, Orange, Blue, White, Green

ETL Listed to UL 1008 Standards, UL 50 Listed

Current Lead Time 10 – 12 weeks.

Electrical Install Scope of Work:

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Install of Generator Docking Station.
6. Conduit and Wire for the Line/Load of (1) 1200a 3 phase service through GDS.

Items & Services Not Included:

Fuel for Startup & Testing

Coordination study, infrared or NETA testing of ATS or Generator/s

Engineer fees or drawings/plans designed and sealed by an engineer

Omissions from Electrical Drawings or Specifications

Local codes are not included unless stated

Repairs of Any and All Existing Code Violations, Incl.
exposed/non exposed.

Landscaping (grass, trees, shrubs or flowers), Irrigation or tree removal

Repair, Replacement of any and All Conduit and or Cables not marked
and Located. Such as irrigation / any low voltage cables and
associated equipment.

All Underground Conduit, Pull Box, and Strings, Except as Shown on Drawings

Utility Company Charges

Coring and roof penetrations

Sealing of Existing Penetrations through Walls, Ceiling, or Floors.

HVAC and Mechanical, controls, control wiring and starters

Temporary Power

Supplying Fuel for new Generator

Bonds

State/Local/Emissions Taxes

Qualifications:

1. All Products included in this Proposal are valued (based on current Commodity Pricing) at the time of the Bid. An Increase in the price of Raw Materials between the estimate time and time of official award of the project will require a Change in the final price to complete the project.
Due to the fluctuation in the copper and steel markets.
Not responsible for an delays in project schedule due to shortages in the supply market.
2. Price firm for 30 days and based on a mutually acceptable contract.
3. Pricing is based on all work being completed Monday through Friday 7:00 AM through 3:30 PM.
4. Delays caused by others will be charged at service hourly rates.

CATERPILLAR RETAIL/LIST PRICE.....	\$NA
Discount per Sourcewell Contract (NA).....	(\$NA)
NON CATERPILLAR Items RETAIL/LIST Price.....	\$80,034.60
Discount per Sourcewell Contract (5%).....	(\$4,001.73)
TOTAL PRICE per SOURCEWELL Contract.....	\$76,032.87

**Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.
Sourcewell (formerly NJPA)**

**Quoted as detailed above with the intent of meeting the project scope.
Equipment supplied will be limited to that described in this proposal.**

Note: Any code interpretations made by the inspector with jurisdiction that lead to changes in material or scope of work are billable and will be handled as a change order should they arise.

GENERAL NOTES AND CLARIFICATIONS:

1. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.

Terms are 30days net with approved credit.

Price is valid for 30 days

Price does not include applicable taxes

To order or start submittals please sign, date and send back to my attention:

Name _____ **Date** _____

Thank you,

John Fabrega
Power Systems Sales
2001 N. Loop 12
Irving, TX 75061
Mobile: 972.978.5407
john.fabrega@holtcat.com



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- Special Notes** Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.

Fuel Tank	Increasingly we are seeing dramatic changes occur at the municipal level in regard to fire code requirements. They are too numerous and variable to keep track of for each of the area municipalities. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. We will make every attempt to notify you of specification variances with local codes when known, however responsibility for compliance lies with the specifying engineer and those that pull the permit for the project.
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Warranty	Caterpillar standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon.
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Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Regarding: City of Grand Prairie Sourcewell Member
– RJC ATS 2000A & Install

Quote No: 23092021A

Date: 09/23/21

Quote Expires: 30 Days

=====

AUTOMATIC TRANSFER SWITCH:

2000 A, 4 Pole, 120/208 V, 3 phase, 4 wire, 60 Hz

ZTG - Open Transition Operation

Utility to Generator-Auto Transfer Application

NEMA 3R Enclosure

Modbus RTU Communication Module

Heater & Thermostat

Current Lead Time Currently 20 – 22 weeks.

Electrical Install Scope of Work:

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Concrete and Concrete work for install of Underground Conduits to the New ATS.
6. Install of the New 2000 Amp 3Phase 4 Pole ATS.
7. Conduit and Wire for the Line/ Load of the existing Feeders for the 2000 Amp Service.
8. Conduit and Wire for the Line Power from the Genset to ATS.
9. Conduit and Wire for the Start Signal from Genset to the ATS.
10. Demo of Existing 600 Amp ATS. and Conduit/ Cable.
11. Reroute of Conduit and Wire for the 600 amp 3 Phase ,4 wire feeder for Existing Emergency Panel.

Items & Services Not Included:

Fuel for Startup & Testing

Coordination study, infrared or NETA testing of ATS or Generator/s

Engineer fees or drawings/plans designed and sealed by an engineer

Omissions from Electrical Drawings or Specifications

Local codes are not included unless stated

Repairs of Any and All Existing Code Violations, Incl.
exposed/non exposed.

Landscaping (grass, trees, shrubs or flowers), Irrigation or tree removal
Repair, Replacement of any and All Conduit and or Cables not marked
and Located. Such as irrigation / any low voltage cables and
associated equipment.

All Underground Conduit, Pull Box, and Strings, Except as Shown on Drawings
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CATERPILLAR RETAIL/LIST PRICE.....	\$NA
Discount per Sourcewell Contract (NA).....	(\$NA)
NON CATERPILLAR Items RETAIL/LIST Price.....	\$484,149.40
Discount per Sourcewell Contract (5%).....	(\$24,207.47)
TOTAL PRICE per SOURCEWELL Contract.....	\$459,941.93

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Sourcewell (formerly NJPA)

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-------------	-------------

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Mobile: 972.978.5407
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**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 12/14/2021

REQUESTER: Amy Sprinkles

PRESENTER: Amy Sprinkles, Director

TITLE: Authorize the city manager to amend the BrandEra and Madden Media contracts for advertising from \$325,000 each to BrandEra \$525,000 and Madden \$425,000 by dividing the unused \$300,000 on the not renewed contract with Rhyme and Reason

RECOMMENDED ACTION: Approve

ANALYSIS:

The city extended an RFP in summer 2019 and awarded three contracts to BrandEra, Rhyme and Reason, and Madden Media for its DFW and tourism ad campaigns. All spending stopped in March 2020 due to the pandemic and remained on hold while the HTMT budget recovered. The fund is at a point now we can resume advertising. Staff is allocating more available funding to BrandEra for photography and videography that will serve both campaigns. Because the contract amendments exceed \$50,000 Council approval is needed.

This agreement amends the BrandEra and Madden Media contracts for advertising from \$325,000 each to BrandEra \$525,000 and Madden \$425,000 by dividing the unused \$300,000 on the not renewed contract with Rhyme and Reason. These agencies run the city's DFW ad campaign, Live Life Grand, and tourism ad campaign, Make It Grand. Approved funding is in the HTMT 2021-2022 budget.

This item was reviewed by the Finance and Government Committee for recommendation to City Council.

FINANCIAL CONSIDERATION:

Funding is available in HTMT in the amount of \$300,000 172010-61600 and \$650,000 172110-61600.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Hotel-Motel Tax Fund
Name of Fund (i.e. General Fund)

AGENCY: Marketing
Name of Department

ACCOUNTING UNIT: 172010 & 172110

AVAILABLE: 61600 – ADVERTISING/PROMOTIONS, \$1,270,642 as
of November 16, 2021 (MP)
Account Code, Description, and amount available

STAFF CONTACT: Amy Sprinkles – Marketing and Library Director

VENDOR NUMBER: 13881

VENDOR NAME: BrandEra

CONTINGENCY: None



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 12/14/2021

REQUESTER: Andy Henning

PRESENTER: Andy Henning, Senior Building and Construction Projects Manager

TITLE: 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

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. 3 in the amount of \$196,858.84 is divided as follows:

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 **\$4,182,232.86**.

This item was presented to the Finance and Government Committee on December 14, 2021 for their review and recommendation to Council.

FINANCIAL CONSIDERATION:

Funding in the total amount of \$196,858.84 for Phase Three of the Civil Campus Master Plan project is available as follows:

1. \$110,320.80 is available in Municipal Facilities Capital Projects Fund (405090) W.O. 02101803 (Municipal Complex Phase III-Phase IV) Contract 434228 with Hill & Wilkinson Construction Contingency Line 2.
2. \$45,182.52 is available in WasteWater Maintenance WWTR (361111) Sanitary Sewer Maintenance (63020).
3. \$41,355.52 is available in Park Capital Projects (317193) W.O. 02202703 (FY22 Parks Infrastructure) 63010 (Bldgs. and Grounds Maintenance).

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: _____WasteWater Maintenance WWTR_____

AGENCY: _____WasteWater_____

ACCOUNTING UNIT: _____361111_____

AVAILABLE: 63020 . Sanitary Sewer Maint, \$111,634_____
Account Code, Description, and amount available

STAFF CONTACT: _____Andy Henning_____

VENDOR NUMBER: _____1637_____

VENDOR NAME: _____Hill & Wilkinson Construction_____

CONTINGENCY: _____n/a_____

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 405090 / 02101803
 Project Title: Municipal Complex Ph III & IV
 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 Office FFE	\$75,924	\$9,523	\$0	\$9,523	\$75,924
61405 Survey and Studies	\$2,750	\$0	\$0	\$0	\$2,750
63010 Bldgs and Grounds Maint	\$25,000	\$23,351	\$0	\$23,351	\$25,000
68270 Communication&Video	\$4,891	\$0	\$0	\$0	\$4,891
68290 Office FFE	\$11,942	\$7,622	\$0	\$7,622	\$11,942
68380 Security Equip	\$33,183	\$25,001	\$0	\$25,001	\$33,183
68540 Construction	\$4,061,918	\$4,436	\$0	\$4,436	\$4,061,918
68560 Eng/Con/Geo	\$357,306	\$50,001	\$0	\$50,001	\$357,306
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$4,572,914	\$119,934	\$0	\$119,934	\$4,572,914

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 317193 / 02202703
 Project Title: FY22 Parks Infrastructure
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
60510 Small Tools/Equipment	\$50,000	\$50,000	\$0	\$50,000	\$50,000
60520 Minor Equipment	\$50,000	\$50,000	\$0	\$50,000	\$50,000
63010 Bldgs and Ground Maint	\$150,000	\$150,000	\$0	\$150,000	\$150,000
	\$0	\$0	\$0	\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$250,000	\$250,000	\$0	\$250,000	\$250,000



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 12/14/2021

REQUESTER: Walter Shumac

PRESENTER: Walter Shumac III, P.E., Director of Transportation Services

TITLE: 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 (LPAFA) 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

RECOMMENDED ACTION: Approve

ANALYSIS:

On January 5, 2021, Council awarded a Professional Engineering Services contract to Innovative Transportation Solutions, Inc. for the preparation and processing of local project advance funding agreements (LPAFA) with all appropriate transportation partners; transportation policy development; development of transportation funding options; governmental interaction on local, state, and federal levels, and all other duties that may arise during their development. The contract was awarded for one-year with up to four annual renewal options in the annual amount of \$36,000, totaling \$180,000 if all extensions are exercised.

Since the original contract was awarded, several new projects requiring TxDOT and NTTA coordination have been added, increasing the scope. Current projects include enhancement of retaining walls on SH 161, construction of IH30 frontage roads from SH360 to SH161, beautification of retaining and noise walls on IH30, completion of turnback project for Main Street and expansion of Loop 9. Long term projects include widening for IH20, Beltline to west city limits and US287 frontage roads from SH360 to southern city limits.

This item is being presented to the Finance and Government Committee for review and recommendation to Council.

FINANCIAL CONSIDERATION:

Current year's additional funding in the \$18,000 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Street Capital Projects Fund (400192) to WO #02106203 (FY21 Intersection Improvements).

Future year's budgets will be increased during the annual budget process to cover the additional yearly expense.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$18,000 FROM THE UNOBLIGATED FUND BALANCE IN THE STREET CAPITAL PROJECTS FUND (400192) TO WO #02106203 (FY21 INTERSECTION IMPROVEMENTS)

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 \$18,000 from the unobligated fund balance in the Street Capital Projects Fund (400192) WO #02106203 (FY21 Intersection Improvements)

SECTION 2. PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THE 4TH DAY OF JANUARY 2021.

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY**

Fund/Activity Account: 400192 / 02106203
 Project Title: FY21 Intersection Improvements
 Current Request: \$18,000.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
60520 Minor Equipment	\$27,575	\$20,000	\$0	\$20,000	\$27,575
61041 Prof Eng Services	\$443,149	\$33	\$18,000	\$18,033	\$461,149
68540 Construction	\$478,978	\$1,883	\$0	\$1,883	\$478,978
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$949,702	\$21,916	\$18,000	\$39,916	\$967,702



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 12/14/2021

REQUESTER: Terrence Harbin

PRESENTER: Marty Wieder, Director of Economic Development

TITLE: Resolution granting 380 Incentive Agreement with CB Jeni Homes, LLC; granting an 80% rebate on the city's 1% general city use tax revenue

RECOMMENDED ACTION: Approve

ANALYSIS:

Doug Duffie, CPA, contacted staff on behalf of client CB Jeni Homes, which received approval to build in one Grand Prairie's Lakeridge subdivision along Lake Ridge Parkway and Hanger Lowe Road and has purchased lots in the Midtown GP project being developed by Kalterra, as approved at the southwest corner of Mayfield and SH 161. According to Mr. Duffie, CB Jeni Homes proposes a Chapter 380 Agreement with the City to share in its use tax revenues paid for materials used in home construction. This would be like how the City has granted situs or local sourced construction sales and use tax rebates in association with commercial development projects—and as Council approved on October 11, 2016, to First Texas Homes and on August 15, 2017, for Brookfield Homes.

The use tax agreement is based on the volume of materials used and local use taxes paid to build homes, as numerous other Cities in North Texas have also approved with Bloomfield, First Texas and other home builders (and as Celina has approved with CB Jeni Homes). These Agreements have 10-year terms and are based on 80% of a city's 1% general city use tax. Any portion of a City's use tax above the 1% general city tax is not involved in the grant, so the City retains 100% of all other sales tax revenues (i.e., Crime Control District, Parks, Epic and Street Maintenance).

If approved, CB Jeni Homes would then apply to the State of Texas for a Texas Direct Payment Permit to generate a use tax in Lakeridge and Midtown GP. And once the permit was approved, CB Jeni Homes would begin to account for, report and pay taxes directly to the State monthly, rather than sales taxes to the vendor where they purchased the materials. Therefore, CB Jeni Homes will incur the monthly accounting and reporting costs. Payments would be made by the State to Grand Prairie every six months. And upon Finance Department staff confirmation of these amounts, the City will rebate the appropriate percentage with CB Jeni Homes.

CB Jeni Homes has an estimated 237 undeveloped lots in these two communities. Mr. Duffie projects that the City of Grand Prairie will realize anywhere from \$27,374 to \$41,033 in combined use taxes over the 10-year agreement (should all 237 lots be developed during that time, based on an estimated annual sales price of \$400,000), depending upon the cost of building materials.

FINANCIAL CONSIDERATION:

Projected - Net Added Use Tax Revenue: \$255,960 (over 10 years, with build out, based on 0% annual inflation)
 Projected - Use Tax Amount Rebated: \$170,640 (over 10 years, with build out, based on 0% annual inflation)

BODY

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS,
 A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, TO ENTER INTO A CHAPTER 380
 PROGRAM AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVES WITH CB JENI
 HOMES, LLC; GRANTING A REBATE**

WHEREAS, CB Jeni Homes, LLC is building homes in the Lakeridge subdivision near Hanger Lowe and has purchased lots in the Kalterra (Midtown GP) community along SH 161 in Grand Prairie; and

WHEREAS, CB Jeni Homes will have approximately 237 undeveloped lots in the Lakeridge and Midtown GP and desires a 10-year Chapter 380 Agreement with the City to apply for and share applicable use tax revenue with the City in the amount of 80% rebate on the city's 1% general city use tax revenue, as allowed by the State of Texas through a Texas Direct Payment Permit; and

WHEREAS, the City of Grand Prairie will realize anywhere from \$255,960 to \$383,812 in combined use taxes over the 10-year agreement (should all 237 lots be developed during that time), depending upon the cost of building materials and inflation/material price increases; and

WHEREAS, the City Council has determined that it is in the public interest to enter into a Chapter 380 Program Agreement for Economic Development Incentives and partially rebate certain use tax revenue.

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

SECTION 1. THAT the granting of an incentive through a Chapter 380 incentive agreement under the terms described in this resolution is approved and the City Manager is hereby authorized to execute contracts to effectuate this approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE,
 TEXAS, ON THIS THE 14TH DAY OF DECEMBER 2021.**



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 12/14/2021

REQUESTER: Brady Olsen

PRESENTER: Brady Olsen, Treasury and Debt Manager

TITLE: Discussion and consideration of all matters incident and related to approving and authorizing publication of notice of intention to issue up to \$26 million in certificates of obligation, including the adoption of a resolution pertaining thereto

RECOMMENDED ACTION: Approve

ANALYSIS:

The City Council approved the annual capital improvement project (CIP) budget with an associated debt issuance of approximately \$24 million. The Council would be issuing these certificates of obligation to fund the annual CIP. Projects are largely centered on street improvements, although there is also funding for building repair and maintenance as well as new fire equipment. Staff is currently proposing upwards of \$26 million in new debt in case any contingencies arise between now and the issuance.

This notice of intent informs the public of the city's intention to issue debt and allows them ample time to make comments. Staff would plan on taking a parameters ordinance to both F&G and Council on February 1st to authorize the issuance of the debt in a competitive sale. The city's current property tax rate can support the new debt issuance without an increase.

FINANCIAL CONSIDERATION:

If the City issues the debt, the Council is committing to levying a property tax sufficient to make our debt service payments over the next 20 years. The current property tax rate would be sufficient to cover this payment with the size of the city's tax base.

BODY

RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022

WHEREAS, the City Council of the City of Grand Prairie, Texas (the "City"), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purpose of paying contractual

obligations to be incurred for (i) renovating, improving and equipping existing buildings and facilities, to-wit: library renovations and municipal facilities renovations, (ii) improving and equipping fire station and police facilities, (iii) acquiring emergency vehicles for fire services, (iv) constructing and improving streets and bridges within the City, including the associated engineering for such streets and bridges and (v) professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City, said notice stating (i) the time and place the City Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the certificates are to be issued and (iv) the manner in which the City Council proposes to pay the certificates.

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

SECTION 1: That the City Secretary is hereby authorized and directed to cause notice to be published of the City Council's intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed TWENTY-SIX MILLION DOLLARS (\$26,000,000) for the purpose of paying contractual obligations to be incurred for (i) renovating, improving and equipping existing buildings and facilities, to-wit: library renovations and municipal facilities renovations, (ii) improving and equipping fire station and police facilities, (iii) acquiring emergency vehicles for fire services, (iv) constructing and improving streets and bridges within the City, including the associated engineering for such streets and bridges and (v) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's Water and Wastewater System. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: That the City Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 14TH DAY OF DECEMBER 2021.

RESOLUTION NO. ____-2021

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022.

WHEREAS, the City Council of the City of Grand Prairie, Texas (the “City”), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purpose of paying contractual obligations to be incurred for (i) renovating, improving and equipping existing buildings and facilities, to-wit: library renovations and municipal facilities renovations, (ii) improving and equipping fire station and police facilities, (iii) acquiring emergency vehicles for fire services, (iv) constructing and improving streets and bridges within the City, including the associated engineering for such streets and bridges and (v) professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City, said notice stating (i) the time and place the City Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the certificates are to be issued and (iv) the manner in which the City Council proposes to pay the certificates;

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

SECTION 1: That the City Secretary is hereby authorized and directed to cause notice to be published of the City Council’s intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed TWENTY-SIX MILLION DOLLARS (\$26,000,000) for the purpose of paying contractual obligations to be incurred for (i) renovating, improving and equipping existing buildings and facilities, to-wit: library renovations and municipal facilities renovations, (ii) improving and equipping fire station and police facilities, (iii) acquiring emergency vehicles for fire services, (iv) constructing and improving streets and bridges within the City, including the associated engineering for such streets and bridges and (v) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City’s Water and Wastewater System. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: That the City Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the City’s website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 14th DAY OF DECEMBER, 2021.

APPROVED:

Ron Jensen, Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

EXHIBIT A

NOTICE OF INTENTION TO ISSUE
CITY OF GRAND PRAIRIE, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Grand Prairie, Texas, shall convene at 6:30 p.m. on February 1, 2022, at the City Council chambers located at 300 W. Main Street, Grand Prairie, Texas, and, during such meeting, the City Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed TWENTY-SIX MILLION DOLLARS (\$26,000,000) for the purpose of paying contractual obligations to be incurred for (i) renovating, improving and equipping existing buildings and facilities, to-wit: library renovations and municipal facilities renovations, (ii) improving and equipping fire station and police facilities, (iii) acquiring emergency vehicles for fire services, (iv) constructing and improving streets and bridges within the City, including the associated engineering for such streets and bridges and (v) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's Water and Wastewater System. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$377,990,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$476,486,003; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$32,745,805; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is February 15, 2042. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Mona Lisa Galicia, City Secretary
City of Grand Prairie, Texas



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 12/14/2021

REQUESTER: Brady Olsen

PRESENTER: Brady Olsen, Treasury and Debt Manager

TITLE: Discussion and consideration of all matters incident and related to the issuance and sale of \$62.5 million of “City of Grand Prairie, Texas, Sales Tax Revenue Refunding Bonds, Taxable Series 2022,” including the adoption of an ordinance authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to an authorized official of the City.

RECOMMENDED ACTION: Approve

ANALYSIS:

The City has the opportunity to refinance/refund \$62.5 million of its 2015 Sales Tax Revenue Bonds with a lower interest rate. This ordinance would authorize staff to attempt to refinance the debt to achieve a level of savings prescribed by the Council. Interest rates are still near historic lows, and staff recommends attempting this refinancing before rates rise again. The bonds are not callable until 2025, so the City would be placing funds in escrow until this time.

FINANCIAL CONSIDERATION:

The City would potentially be saving \$400,000 annually until 2040 with a refinancing, depending on interest rates.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE ISSUANCE OF “CITY OF GRAND PRAIRIE, TEXAS, SALES TAX REVENUE REFUNDING BONDS, TAXABLE SERIES 2022,” PLEDGING CERTAIN “PLEDGED REVENUES” OF THE CITY, INCLUDING “GROSS SALES TAX REVENUES,” TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY AND DELIVERY OF SAID BONDS, ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF SAID BONDS; AND DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF SAID BONDS TO AN AUTHORIZED CITY OFFICIAL; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in accordance with the provisions of Texas Local Government Code, Chapter 334 (the “Act”), the qualified voters of the City of Grand Prairie, Texas (the “City”), voting in an election held May 10, 2014, authorized the City to provide for the planning, acquisition establishment, development, construction equipment, operation, maintenance and financing of improvements and additions to Central Park generally located at the corner of Warrior and State Highway 161S that are planned for use for providing park and recreation facilities including a recreation center, indoor and outdoor water park facilities, playground facilities, trails, amphitheaters and other park and recreation facilities related to the Central Park facilities and related infrastructure (the “Project”) and to impose a sales and use tax at the rate of one-fourth of one percent for the purpose of financing such Project;

WHEREAS, the City Council of the City has heretofore issued, sold, and delivered, and there are currently outstanding bonds of the following issue, to wit: “City of Grand Prairie, Texas, Sales Tax Revenue Bonds, Taxable Series 2015,” dated November 1, 2015 (the “Previously Issued Bonds”);

WHEREAS, the City Council of the City desires to refund all or a portion of the Previously Issued Bonds (the “Refunded Bonds”);

WHEREAS, pursuant to the provisions of Texas Local Government Code, Chapter 334, as amended, and Texas Government Code, Chapter 1207, as amended, the City Council of the City is authorized to issue refunding bonds and deposit the proceeds of the sale thereof directly with the place of payment for the Refunded Bonds, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the City shall by this Ordinance, in accordance with the provisions of Section 1207.007 of Chapter 1207, Texas Government Code, as amended, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount and certain other specified terms of the Bonds to be issued, negotiate the terms of sale thereof and select the specific portion, in whole or in part, of the Refunded Bonds to be refunded; and

WHEREAS, the Council hereby finds and determines that it is a public purpose and in the best interests of the City to refund the Refunded Bonds in order to achieve a present value debt service savings on such indebtedness and to authorize the issuance of the Bonds in one or more series with the terms of such bonds to be included in one or more pricing certificates (the “Pricing Certificate”) to be executed by the Pricing Officer (hereinafter defined), all in accordance with the provisions of Section 1207.007 of Chapter 1207, Texas Government Code, as amended; and

WHEREAS, the City Council hereby finds and determines that the Refunded Bonds are scheduled to mature, or are subject to being redeemed, not more than twenty (20) years from the date of the refunding bonds herein authorized;

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

SECTION 1: Authorization Designation Principal Amount Purpose. Bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount set forth in the Pricing Certificate to be designated and bear the title “City of Grand Prairie, Texas, Sales Tax Revenue Refunding Bonds, Taxable Series 2022” (hereinafter referred to as the “Bonds”), for the purposes of (1) the discharge and final payment of certain outstanding sales tax revenue obligations of the City (identified in the preamble hereof and referred to as the “Refunded Bonds”) and (2) to pay the costs of issuance, in conformity with

the Constitution and laws of the State of Texas, including Texas Local Government Code, Chapter 334, as amended, and Texas Government Code, Chapter 1207, as amended.

SECTION 2: Fully Registered Obligations Authorized Denominations - Stated Maturities - Interest Maximum Rate - Date. The Bonds are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the “Bond Date”) and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Bonds shall become due and payable on the date and in each of the years and in principal amounts (the “Stated Maturities”) and bear interest on the unpaid principal amount from the date(s) specified in the Pricing Certificate at the rates per annum in accordance with the details set forth in the Pricing Certificate and interest thereon shall be payable on January 1 and July 1 of each year, commencing on the date set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. As authorized by Section 1207.007 of Chapter 1207, Texas Government Code, as amended, the Deputy City Manager or Chief Financial Officer of the City (either the “Pricing Officer”) is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including selection of the portion of the Refunded Bonds to be refunded, determining the aggregate principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, determining whether the Bonds shall be issued in one or more series or subseries, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Bonds will accrue, the interest payment dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of one or more paying agent/registrars, the designation of one or more escrow agents, if applicable, satisfying the requirements of Texas Government Code, Chapter 1207, as amended the terms of any bond insurance applicable to the Bonds, including any modification of the continuing disclosure undertaking contained in Section 37 hereof as may be required by the purchasers of the Bonds in connection with any amendments to the Rule (hereinafter defined), and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate, provided that:

- (a) the aggregate original principal amount of the Bonds shall not exceed \$63,875,000;
- (b) the maximum net effective interest rate for the Bonds shall not exceed the maximum allowed by Texas state law;
- (c) the refunding must produce a net present value debt service savings of at least the lesser of 5% net of any contribution by the City, or \$5,000,000 net of any contribution by the City; and
- (d) the maximum maturity date for the Bonds shall not exceed January 1, 2040.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City’s interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to make the selection of a municipal bond insurance company for the Bonds (each, an “Insurer”) and to obtain from the Insurer a municipal bond insurance policy in support of the Bonds.

The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy or policies and to execute any documents to affect the issuance of said policy or policies by the Insurer.

In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (3)(a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date hereof. The Bonds shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Registered Owners") appearing on the registration and transfer books (the "Security Register") for the Bonds maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Registered Owners.

The selection and appointment of the paying agent/registrar for the Bonds (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register"), shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as Exhibit A and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe; and the Mayor and City Secretary or the Pricing Officer are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Bonds shall be payable at their Stated Maturities only upon the presentation and surrender to the Paying Agent/Registrar at its designated offices provided in the Pricing Certificate (the "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid to the Registered Owners whose names appear in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive

order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities on a scheduled payment date on the Bonds, and for thirty (30) days thereafter, a new record date for such interest payment for such maturity or maturities (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Execution Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9C, manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9D, executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 6: Book Entry Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book Entry Only" securities clearance, settlement and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Registered Owners of the Bonds to cause Bonds to be printed in definitive form and provide for the Bonds to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof and in the Pricing Certificate.

SECTION 7: Registration Transfer Exchange of Bonds Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each Holder of the Bonds issued under and pursuant to the provisions of this Ordinance. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the City of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the City to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder at his request, risk, and expense and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any Bond registered and

delivered pursuant to Section 23 hereof in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 8: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered bond in the total principal amount of this series with principal installments to become due and payable as provided in the Pricing Certificate and numbered T 1 (hereinafter called the “Initial Bond”) and the Initial Bond shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the purchaser(s), or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts, and bearing applicable interest rates for transfer and delivery to the Holder named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

A. **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Registration, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends, if the Bonds are to be insured, and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer or the officers executing such Bonds as evidenced by their execution thereof. The Pricing Certificate shall set forth the final and controlling forms and terms of each series of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

The City may provide (i) for issuance of one fully registered Bond for each Stated Maturity in the aggregate principal amount of each Stated Maturity and (ii) for registration of such Bonds in the name of a securities depository, or the nominee thereof. While any Bond is registered in the name of a securities depository or its nominee, references herein and in the Bonds to the holder or owner of such Bond shall mean the securities depository or its nominee and shall not mean any other person.

B. **Form of Definitive Bond.**

REGISTERED REGISTERED

NO. _____ \$ _____

UNITED STATES OF AMERICA

STATE OF TEXAS

CITY OF GRAND PRAIRIE, TEXAS

SALES TAX REVENUE REFUNDING BOND

TAXABLE SERIES 2022

Bond Date: Interest Rate: Stated Maturity: CUSIP NO.
_____, 2022 _____

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Grand Prairie, Texas, (hereinafter referred to as the “City”), a body corporate and municipal corporation in the Counties of Dallas, Tarrant and Ellis, State of Texas, for value received, hereby promises to pay to order of the Registered Owner named above (the “Registered Owner”), or the registered assigns thereof, solely from the revenues hereinafter defined, on the Stated Maturity date specified above, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from _____ at the per annum rate of interest specified above computed on the basis of a 360 day year consisting of twelve 30 day months; such interest being payable on January 1 and July 1 of each year commencing _____ 1, 20____, until maturity [or prior redemption]. Principal of this Bond shall be payable at its Stated Maturity or on a redemption date to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the fifteenth day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be made by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States Mail, first class postage prepaid, to the address of the Registered Owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/ Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the “Bonds”) for the purposes of (1) the discharge and final payment of certain

outstanding sales tax revenue obligations of the City (identified in the Ordinance hereinafter referenced and referred to as the "Refunded Bonds") and (2) to pay the costs of issuance, in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Chapter 334, as amended, and Texas Government Code, Chapter 1207, as amended, and an Ordinance adopted by the governing body of the City (the "Bond Ordinance" and jointly with the Pricing Certificate, the "Ordinance").

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Bond Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20__

Term Bonds due _____, 20__

Redemption Date	Principal Amount	Redemption Date	Principal Amount
_____, 20__	_____	_____, 20__	_____
_____, 20__ *	_____	_____, 20__ *	_____

* Stated maturity.

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after ____ 1, 20__, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$__ or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on ____ 1, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date; provided moneys for the payment of the redemption price and the interest on the

principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are special obligations of the City, and, together with the outstanding and unpaid Previously Issued Bonds (as defined in the Ordinance authorizing the issuance of the Bonds), and are payable solely from and secured by a pledge of the Pledged Revenues (as defined in the Ordinance authorizing the issuance of the Bonds), including receipts from a ¼ of 1% sales and use tax levied within the City pursuant to the Act and an election held in the City. The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City, except with respect to the “Pledged Revenues.” The Registered Owner hereof shall never have the right to demand payment of this obligation out of any property taxes raised or to be raised by the City.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the Pledged Revenues pledged to the payment of the principal of and interest on the Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity [or redemption] of this Bond, and this Bond deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the

Registered Owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the Registered Owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/ Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of non payment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Registered Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited and represented and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a pledge of the Pledged Revenues. In case any provision in this Bond or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed by the manual or facsimile signatures of the persons indicated below, under the official seal of the City as of the Bond Date.

CITY OF GRAND PRAIRIE, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(City Seal)

C. Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS
OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

THE STATE OF TEXAS §

§

§

§

REGISTER NO. _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The offices of the Paying Agent/Registrar in _____, _____ is the Designated Payment/Transfer Office for this Bond.

Registered this date:

_____, _____, _____

as Paying Agent/Registrar

By _____

Authorized Officer

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

F. The Initial Bond shall be in the form set forth in paragraph B of this Section, except that the form of the Initial Bond shall be modified as follows:

(i) immediately under the name of the bond the headings "Interest Rate" and "Stated Maturity" shall both be completed "As Shown Below", and "CUSIP No. _____" shall be deleted;

(ii) Paragraph one shall read as follows:

The City of Grand Prairie (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Dallas, Tarrant and Ellis, State of Texas, for value received, hereby promises to pay to the order of the Registered Owner named above (the "Registered Owner"), or the registered assigns thereof, solely from the revenues hereinafter identified, on _____ 1 in each of the years and in principal amounts and bearing interest at per annum interest rates in accordance with the following schedule:

YEAR PRINCIPAL

AMOUNTS (\$) INTEREST

RATE (%)

(Information to be inserted from the Pricing Certificate)

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the date of the initial delivery of the Bonds at the per annum rates of interest specified above computed on the basis of a 360 day year consisting of twelve 30 day months; such interest being payable on January 1 and July 1 of each year commencing _____ 1, 20____, until maturity or prior redemption. Principal of this Bond shall be payable on maturity or prior redemption to the Registered Owner hereof, upon presentation and surrender to _____, _____ (the "Paying Agent/Registrar") its designated offices, initially in _____, _____, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the Registered Owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions

are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 10: Definitions. That for all purposes of this Ordinance and in particular for clarity with respect to the issuance of the Bonds herein authorized and the pledge and appropriation of revenues therefor, the following definitions are provided:

“Act” - Texas Local Government Code, Chapter 334, as amended at any time.

“Bonds” - The “City of Grand Prairie, Texas, Sales Tax Revenue Refunding Bonds, Taxable Series 2022.”

“City” - The City of Grand Prairie, Texas.

“City Council” - The City Council of the City of Grand Prairie, Texas.

“Debt Service” - As of any particular date of computation, with respect to any Bonds and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such Bonds; assuming, in the case of Bonds required to be redeemed or prepaid as to principal prior to maturity, the principal amounts thereof will be redeemed prior to maturity in accordance with the mandatory redemption provisions applicable thereto.

“Depository” - A commercial bank or other qualified financial institution eligible and qualified to serve as the custodian of the City’s monetary accounts and funds.

“Fiscal Year” - The twelve month financial accounting period used by the City ending September 30 in each year, or such other twelve consecutive month period established by the City.

“Government Obligations” - Unless otherwise provided in the Pricing Certificate, (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

“Gross Sales Tax Revenues” - All of the revenues or receipts due or owing to, or collected or received by or on behalf of the City or otherwise pursuant to the provisions of the Act and the election held May 10, 2014, less any amounts due and owed to the Comptroller of Public Accounts of the State of Texas as charges for the collection of the Sales Tax or retention by said Comptroller for refunds and to redeem dishonored checks and drafts, to the extent such charges and retention are authorized or required by law.

“Outstanding” - When used in this Ordinance with respect to Bonds or Parity Bonds, as the case may be, means, as of the date of determination, all Bonds and Parity Bonds theretofore sold, issued and delivered by the City, except:

- (1) those Bonds or Parity Bonds canceled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;
- (2) those Bonds or Parity Bonds paid or deemed to be paid in accordance with the provisions of Section 21 hereof or similar provisions of any Supplemental Ordinance; and
- (3) those Bonds or Parity Bonds that have been mutilated, destroyed, lost, or stolen and replacement obligations have been registered and delivered in lieu thereof.

“Parity Bonds” - Collectively, the Previously Issued Bonds and the Bonds.

“Pledged Revenues” - Collectively (i) Gross Sales Tax Revenues from time to time deposited or owing to the Central Park Venue Project Fund and (ii) such other money, income, revenue, receipts or other property as may be specifically dedicated, pledged or otherwise encumbered in a Supplemental Ordinance.

“Previously Issued Bonds” - All bonds or other obligations heretofore issued and now outstanding that are payable from and secured by a lien on and pledge of all or any part of the Pledged Revenues, including but not limited to, the unpaid bonds or other obligations of the following issue or series: “City of Grand Prairie, Texas, Sales Tax Revenue Bonds, Taxable Series 2015,” dated November 1, 2015.

“Sales Tax” - The local sales and use tax authorized under Subchapter D of the Act, approved at an election held on May 10, 2014, and the effective date for the imposition and application of such Sales Tax within the corporate limits of the City by the Comptroller of Public Accounts of the State of Texas being October 1, 2015, together with any increases in the rate of such Sales Tax authorized and provided by law.

“Supplemental Ordinance”- Any ordinance of the City Council supplementing this Ordinance for the purpose of providing the terms and provisions of the Bonds, or supplementing or amending this Ordinance for any other authorized purpose permitted in Section 22 hereof, including ordinances pledging and encumbering income, revenues, receipts or property other than the Gross Sales Tax Revenues to the payment and security of the Parity Bonds.

SECTION 11: Pledge. The City hereby covenants and agrees that the Pledged Revenues, with the exception of those in excess of the amounts required for the payment and security of the Bonds, are hereby irrevocably pledged to the payment and security of the Bonds including the establishment and maintenance of the special funds created and established in any ordinance authorizing the Previously Issued Bonds, this Ordinance and any Supplemental Ordinance, all as hereinafter provided. The City hereby grants a lien on the Pledged Revenues in accordance with the terms of this Ordinance and any Supplemental Ordinance, which lien shall be valid and binding without any further action by the City and without any filing or recording with respect thereto except in the records of the City.

SECTION 12: Central Park Venue Project. The City has established and hereby agrees and covenants to maintain a fund or account at a Depository for the deposit of the Pledged Revenues as received by the City, which fund or account shall be known on the books and records of the City as the “City of Grand Prairie, Texas, Central Park Venue Project Fund” (the “Venue Project Fund”). All Pledged Revenues deposited to the credit of such Fund shall be accounted for separate and apart from all other revenues, receipts and income of the City and, with respect to the Gross Sales Tax Revenues, the City shall further account for such funds separate and apart from the other Pledged Revenues deposited to the credit of the

Venue Project Fund. All Pledged Revenues deposited to the credit of the Venue Project Fund shall be appropriated and expended to the extent required by this Ordinance and any Supplemental Ordinance for the following uses and in the order of priority shown:

First: To the payment of the amounts required to be deposited in the Bond Fund for the payment of Debt Service on the Parity Bonds as the same becomes due and payable;

Second: To the payment of amounts required to be deposited in any other fund or account required by any Supplemental Ordinance; and

Third: After satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, Pledged Revenues may be appropriated and used for any other lawful purpose now or hereafter permitted by the Act and the election authorizing the Sales Tax.

Any amount in the Venue Project Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any purpose permitted by Section 334.001(4)(D) of the Act, related to the improvements and additions to Central Park or other type of area or facility that is planned for use for providing park and recreation facilities including a recreation center, indoor and outdoor water park facilities, playground facilities, trails, amphitheaters and other park and recreation facilities related to the Central Park facilities and related infrastructure.

SECTION 13: Bond Fund. For the purpose of providing funds to pay the principal of and interest on the Bonds, the City has agreed and covenanted and does hereby agree and covenant to maintain a separate and special account or fund on the books and records of the City known as the "City of Grand Prairie, Texas Sales Tax Revenue Central Park Bond Fund" (the "Bond Fund"), and all monies deposited to the credit of the Bond Fund shall be held in a special banking fund or account maintained at a Depository of the City. The City covenants that there shall be deposited into the Bond Fund prior to each principal and interest payment date from the Pledged Revenues an amount equal to one hundred per centum (100%) of the interest on and the principal of the Bonds then falling due and payable, and such deposits to pay principal and accrued interest on the Bonds shall be made in substantially equal monthly installments on or before (i) the 15th day of the month commencing on the date set forth in the Pricing Certificate or (ii) the first business day next following the date Gross Sales Tax Revenues are first received from the State Comptroller of Public Accounts, whichever date is the later.

The required deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made as hereinabove provided until (i) the total amount on deposit in the Bond Fund is equal to the amount required to fully pay and discharge all Bonds (principal and interest) then Outstanding or (ii) the Bonds are no longer Outstanding.

SECTION 14: Deficiencies. If on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Bond Fund, such deficiency shall be cured as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

SECTION 15: Payment of Bonds. While any of the Bonds are Outstanding, the Chief Financial Officer of the City (or other designated financial officer of the City) shall cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Bond Fund amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds.

SECTION 16: Investments Security of Funds.

(a) Money in any fund required to be maintained pursuant to this Ordinance may, at the option of the City, be invested in obligations and in the manner prescribed by the Public Funds Investment Act (Texas Government Code, Chapter 2256, as amended), including investments held in book entry form; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued in terms of current market value within forty-five (45) days of the close of each Fiscal Year. All interest and income derived from deposits and investments in the Bond Fund immediately shall be credited to, and any losses debited to, the appropriate account of the Bond Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Parity Bonds.

(b) That money deposited to the credit of the Venue Project Fund and Bond Fund, to the extent not invested and not otherwise insured by the Federal Deposit Insurance Corporation or similar agency, shall be secured in a manner permitted by the Public Funds Collateral Act (Texas Government Code, Chapter 2257, as amended).

SECTION 17: Refunding Bonds. The City reserves the right to issue refunding bonds to refund all or any part of the Parity Bonds (pursuant to any law then available) upon such terms and conditions as the City may deem to be in the best interest of the City.

SECTION 18: Confirmation and Levy of Sales Tax.

(a) The City hereby represents that it has duly complied with the provisions of the Act for the levy of the Sales Tax at the rate voted at the election held by and within the City on May 10, 2014, and such Sales Tax will be imposed within the corporate limits of the City and the receipts of such Sales Tax are to be remitted to the City by the Comptroller of Public Accounts at least semiannually.

(b) While any Bonds are Outstanding, the City covenants, agrees and warrants to take and pursue all action permissible to cause the Sales Tax to be levied and collected continuously, in the manner and to the maximum extent permitted by law, and to cause no reduction, abatement or exemption in the Sales Tax or rate of tax below the rate stated, confirmed and ordered in subsection (a) of this Section to be ordered or permitted while any Bonds shall remain Outstanding.

(c) If hereafter authorized by law to apply, impose and levy the Sales Tax on any taxable items or transactions that are not subject to the Sales Tax on the date of the adoption hereof, to the extent it legally may do so, the City agrees to use its best efforts to cause the City to take such action as may be required to subject such taxable items or transactions to the Sales Tax.

(d) The City agrees to take and pursue all action legally permissible to cause the Sales Tax to be collected and remitted and deposited as herein required and as required by the Act, at the earliest and most frequent times permitted by law.

(e) The City agrees to use its best efforts to cause Gross Sales Tax Revenues to be deposited to the credit of the Venue Project Fund in their entirety immediately upon receipt by the City. In the alternative and if legally authorized, the City shall, by appropriate notice, direction, request or other legal method, use its good-faith efforts to cause the Comptroller of Public Accounts of the State of Texas (the "Comptroller") to pay all Gross Sales Tax Revenues directly to the City for deposit to the Venue Project Fund.

SECTION 19: Records and Accounts. The City hereby covenants and agrees that while any of the Bonds are Outstanding, it will keep and maintain complete records and accounts in accordance with generally accepted accounting principles, and following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Each such audit, in addition to whatever other matters may be thought proper by the accountant, shall particularly include the following:

- (1) A statement in reasonable detail regarding the receipt and disbursement of the Pledged Revenues for such Fiscal Year; and
- (2) A balance sheet for the City as of the end of such Fiscal Year.

Such annual audit of the records and accounts of the City shall be in the form of a report and be accompanied by an opinion of the accountant to the effect that such examination was made in accordance with generally accepted auditing standards and contain a statement to the effect that in the course of making the examination necessary for the report and opinion, the accountant obtained no knowledge of any default of the City on the Bonds or in the fulfillment of any of the terms, covenants or provisions of this Ordinance, or under any other evidence of indebtedness, or of any event which, with notice or lapse of time, or both, would constitute a failure of the City to comply with the provisions of this Ordinance or if, in the opinion of the accountants, any such failure to comply with a covenant or agreement hereof, a statement as to the nature and status thereof shall be included.

Copies of each annual audit report shall be furnished upon written request, to any Registered Owners of any of said Bonds. The audits herein required shall be made within 120 days following the close of each Fiscal Year insofar as is possible.

The Registered Owners of any Bonds or any duly authorized agent or agents of such Registered Owners shall have the right to inspect such records, accounts and data of the City during regular business hours.

SECTION 20: Representations as to Security for the Bonds.

- (a) The City represents and warrants that, except for the Parity Bonds, the Pledged Revenues are and will be and remain free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Ordinance except as expressly provided herein.
- (b) The Bonds and the provisions of this Ordinance are and will be the valid and legally enforceable obligations of the City in accordance with their terms and the terms of this Ordinance, subject only to any applicable bankruptcy or insolvency laws or to any laws affecting creditors rights generally.
- (c) The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Revenues and all the rights of the Registered Owners against all claims and demands of all persons whomsoever.
- (d) The City will take, and use its best efforts to cause the City to take, all steps reasonably necessary and appropriate to collect all delinquencies in the collection of the Sales Tax to the fullest extent permitted by the Act.

(e) The provisions, covenants, pledge and lien on and against the Pledged Revenues, as herein set forth, are established and shall be for the equal benefit, protection and security of the owners and holders of Bonds without distinction as to priority and rights under this Ordinance.

(f) The Bonds shall constitute special obligations of the City, payable solely from, and equally and ratably secured by a parity pledge of and lien on, the Pledged Revenues, and not from any other revenues, properties or income of the City. The Bonds may not be paid in whole or in part from any property taxes raised or to be raised by the City and shall not constitute debts or obligations of the State or of the City, and the Registered Owners, shall never have the right to demand payment out of any funds raised or to be raised by any system of ad valorem taxation.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Registered Owners, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of the Pledged Revenues under this Ordinance and all other obligations of the City to the Registered Owners shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the Bonds on the Stated Maturities thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor accepted to the Paying Agent/Registrar have been made) the redemption date thereof.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the Bonds shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall, upon the request of the City, be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract Amendments. This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City while any Bond remains Outstanding except as permitted in this Section. The City, may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent from the owners holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the written consent of all Registered Owners of Outstanding Bonds

effected, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held for consent to any such amendment, addition, or rescission.

SECTION 23: Mutilated Destroyed Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

SECTION 24: Sale of Bonds – Official Statement Approval. The Bonds authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, a purchase letter agreement in the event of a private placement, or a successful bid form in the event of a competitive sale, as applicable (the “Purchase Contract”), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City’s best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

- (1) The details of the purchase and sale of the Bonds;
- (2) The details of any public offering of the Bonds by the Purchasers, if any;
- (3) The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the compliance with the Rule (as defined in Section 37 hereof), if applicable;
- (4) A security deposit for the Bonds, if any;
- (5) The representations and warranties of the City to the Purchasers;
- (6) The details of the delivery of, and payment for, the Bonds;

- (7) The Purchasers' obligations under the Purchase Contract;
- (8) The certain conditions to the obligations of the City under the Purchase Contract;
- (9) Termination of the Purchase Contract;
- (10) Particular covenants of the City;
- (11) The survival of representations made in the Purchase Contract;
- (12) The payment of any expenses relating to the Purchase Contract;
- (13) Notices; and
- (14) Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer or the Mayor and City Secretary of the City are further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 25: Redemption of Refunded Bonds and Escrow Agreement.

(a) An escrow agreement (the "Escrow Agreement") by and between the City and an authorized escrow agent (the "Escrow Agent"), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to and approved in the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this Council; and such Escrow Agreement as executed by said Pricing Officer shall be deemed approved by this Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, a Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

- (1) The identification of the Refunded Bonds;
- (2) The creation and funding of the Escrow Fund or Funds; and
- (3) The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "2022 CITY OF GRAND PRAIRIE, TEXAS, SALES TAX REVENUE REFUNDING BOND ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, the Ordinance, the Pricing Certificate and the Escrow Agreement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer, shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund maintained for the payment of the Refunded Bonds an amount which, together with the proceeds of sale of the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Bonds scheduled to mature and authorized to be redeemed on the earliest date established in the Pricing Certificate for the redemption of any of the Refunded Bonds (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

(b) In order to provide for the refunding, discharge and retirement of the Refunded Bonds as described by the Pricing Officer, the Refunded Bonds, identified, described, and in the amounts set forth in the Pricing Certificate, are hereby called for redemption on the first date(s) such Refunded Bonds are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance adopted by the Council, which authorized the issuance of the Refunded Bonds. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the Refunded Bonds in substantially the form set forth as an exhibit to the Pricing Certificate, to the paying agent/registrars for Refunded Bonds, in accordance with the redemption provisions applicable to the Refunded Bonds.

(c) The paying agent/registrars for Refunded Bonds is hereby directed to provide the appropriate notice of redemption as required by the ordinance authorizing the issuance of the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date specified in the Pricing Certificate.

(d) The source of funds for payment of the principal of and interest on the Refunded Bonds on their maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, if any, or with the paying agent/registrars for the Refunded Bonds, pursuant the provisions of Chapter 1207 of the Texas Government Code, as amended, this Ordinance and the Pricing Certificate finalized by the Pricing Officer.

SECTION 26: Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, the Mayor, City Manager, Deputy City Manager, City Secretary and the Chief Financial Officer, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the City's financial advisor, bond counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 27: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and additional proceeds being deposited to the Bond Fund) shall be deposited with the Escrow Agent for application and disbursement

in accordance with the provisions of the Escrow Agreement or deposited with the paying agent/registrar for the Refunded Bonds for the payment and redemption of the Refunded Bonds. The proceeds of sale of the Bonds not so deposited with the Escrow Agent or the paying agent/registrar for the Refunded Bonds for the refunding of the Refunded Bonds shall be disbursed for payment of costs of issuance or deposited in the Bond Fund for the Bonds.

Additionally, the Pricing Officer shall determine the amount of any City contribution to the refunding from moneys on deposit in the interest and sinking fund maintained for the payment of the Refunded Bonds.

SECTION 28: Notices to Registered Owners Waiver. Wherever this Ordinance provides for notice to Registered Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Registered Owners is given by mail, neither the failure to mail such notice to any particular Registered Owners, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Registered Owners shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 29: Cancellation. All Bonds surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be disposed of as directed by the City.

SECTION 30: Legal Opinion. That the Purchasers' obligation to accept delivery of the Bonds herein authorized is subject to their being furnished a final legal opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment of such Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof shall accompany the global Bonds deposited with DTC or a reproduction thereof may be printed on or attached to the definitive Bonds in the event the book-entry-only system shall be discontinued or is not used. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 32: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar

and the Registered Owners any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Registered Owners.

SECTION 33: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 34: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 35: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 36: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 37: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type included in Official Statement approved by the Pricing Officer and described in the Pricing Certificate and (2) within twelve months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, if not provided as part of such financial information and operating data, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within twelve

months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events.

The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in item 12 above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items 15 and 16 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT,

FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 38: Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 39: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Chief Financial Officer and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Certificates, the City Manager, Deputy City Manager, Mayor, Chief Financial Officer or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or

his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 41: Incorporation of Preambles. The reservations, findings and determinations set forth in the preambles of this Ordinance are hereby incorporated herein as if fully set forth in the body of this Ordinance and are adopted as official reservations, findings and determinations.

SECTION 42: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Government Code, as amended.

SECTION 43: Effective Date. That this Ordinance shall take effect and be in force from and after its passage and approval in accordance with the provisions of Section 1201.028, Texas Government Code, as amended.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 14TH DAY OF DECEMBER 2021.