



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Meeting Agenda

City Council

Tuesday, June 2, 2020

5:30 PM

City Hall - Council Chambers
317 College Street

Due to the imminent threat to public health and safety arising from the COVID-19 pandemic, special arrangements have been made for the public wishing to attend and/or speak at the meeting. Although if you do not wish to speak, citizen are encouraged to watch the meeting via gptx.org where the meeting will be live-streamed.

For the safety of those citizens/applicants who wish to attend and/or speak at the 6:30 p.m. portion of the meeting, there will be a separate area to allow social distancing and proper hand sanitizing procedures. Citizens who wish to speak during Council consideration of an item on the agenda or during Citizen Comments should complete a Speaker Card and speakers will be called into the Council Chambers as that particular agenda item is being considered by Council.

The meeting will be live-streamed in the Briefing Room.

Call to Order

Agenda Review

Executive Session

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

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

Recess Meeting

6:30 PM Council Chambers

Invocation: Jorja Clemson, Deputy Mayor Pro Tem
Pledge of Allegiance to the US Flag and to the Texas Flag led by Council Member
Wooldridge

Presentations

- 1 [20-10004](#) COVID-19 Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer

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.

- 2 [20-10035](#) Minutes of the May 19, 2020 Council Meeting
Attachments: [05-19-2020 Council Minutes](#)
- 3 [20-9967](#) Ratification of all contracts signed by City Manager with the authority granted under Ordinance No. 10825-2020 from March 19, 2020 through June 1, 2020
Attachments: [Summary of 7-1-2020 Agenda Items to Ratify](#)
- 4 [20-10023](#) Ratify the acceptance of the Rachael Ray Save Them All COVID-19 Relief Grant in the amount of \$7,000
- 5 [20-10029](#) Price agreement for asbestos and mold abatement services from Allen & Company for \$100,000 annually for one year with the option to renew for four additional one year periods totaling \$500,000 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
Attachments: [20063 - CC EXHIBIT.docx](#)

- 6 [20-10007](#) Price Agreement for landscape maintenance services at EPIC Central from Terracare Associates, LP (up to \$316,291.48 annually) for one year with the option to renew for (4) four additional one year periods totaling \$1,581,145.74, if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
Attachments: [Bid Tab - 20-10007 Terracare Landscape Maintenance.pdf](#)
[20-10007 SWUT Oper Terracare Landscape Maintenance Central Park .doc](#)
[20-10007 EPIC Oper Terracare Landscape Maintenance Central Park .doc](#)
[COMMUNICATION](#)
[COMMUNICATION](#)
- 7 [20-9975](#) Construction Contract with Scott Dennett Construction, LC for a new parking lot for the Summit at the northwest corner of Warrior Trail and Esplanade in the amount of \$280,147.88 through a national interlocal agreement with TIPS; a third party construction testing contract for CMJ Engineering in the amount of \$8,019; 5% construction contingency of \$14,007 for a total project cost of \$302,173.88
Attachments: [Summit Parking.xlsx](#)
- 8 [20-10028](#) Contract for hazardous materials response services from US Ecology for one year in an amount not to exceed \$45,000, with the option to renew for ---four additional one-year periods totaling \$225,000 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
Attachments: [20096 - CC EXHIBIT \(003\).docx](#)
- 9 [20-10021](#) Professional Engineering Services Contract with Pacheco Koch Consulting Engineers, Inc. for Wastewater Design Services from the Wastewater Master Plan in the not to exceed amount of \$35,987.50
Attachments: [W.O. 620.114.xlsx](#)

- 15 [20-10016](#) Ordinance amending the FY 2019/2020 Red Light Safety Fund in the amount of \$336,265, for the purchase of 29 license plate recognition cameras in the amount of \$116,000 from Flock Safety for an initial two-year term, and three additional optional one-year terms at \$58,000 per year, totaling \$290,000, through a sole source purchase agreement; and the purchase of other traffic safety related equipment, in the amount of \$220,265; authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
Attachments: [20-10016 FS Redlight Safety Fund 2021](#)
- 16 [20-9987](#) Ordinance amending Chapter 17, Offenses and Miscellaneous Provisions," Article I, "In General," by adding Section 17-32 "Parking Near Mailboxes During Specific Times"
- 17 [20-10024](#) Ordinance amending the FY2019/2020 Capital Improvement Projects Budget; Great Southwest Parkway improvements under Interstate 20 from Eastbound to Westbound frontage roads City Match with TxDOT LPAFA in the amount of \$711,374
Attachments: [WO 618.81 STRT.xlsx](#)
- 18 [20-10012](#) Ordinance amending the FY 2019/2020 Capital Improvement Projects Fund; award a professional services contract with the Broussard Group, dba TBG Partners (TBG) in the amount of \$75,000 and approve a 5% contingency of \$3,750 for a total cost of \$78,750 for architectural services for Mountain Creek Lake Park Master Plan
Attachments: [20-10012 -Mountain Creek Improvements.xlsx](#)
- 19 [20-9986](#) Ordinance amending Chapter 17, "Offenses and Miscellaneous Provisions," Article I, "In General," by adding Section 17-31 "Fishing from Waters in Residential Areas."
- 20 [20-10040](#) Resolution in support of United States Department of Commerce Economic Development Administration Grant Application for the Deceleration Lane, Bridge and Parking associated with EpicCentral Hotel, Conference Center and Retail/Restaurant Development
- 21 [20-10039](#) Resolution in support of the United States Department of Commerce Economic Development Administration Grant Application for the Main Street Jefferson Roundabout.
- 22 [20-10019](#) Resolution authorizing the City Manager to submit Fiscal Year 2020 Public Transportation Agency Safety Plan to Texas Department of Transportation
Attachments: [FY2020 Public Transportation Agency Safety Plan for City of Grand Prairie.pdf](#)
- 23 [20-10013](#) Resolution supporting the one-year continuation of the Police Department's Victim Assistance Program grant in the amount of \$139,802

- 24 [20-10017](#) Resolution authorizing the City Manager to submit Fiscal Year 2020-2023 Title VI Program; The Title VI Program demonstrates the City of Grand Prairie procedures to ensure Public Transportation services are provided in a non-discriminatory manner, as required by Title VI of the Civil Rights Act of 1964
Attachments: [Title VI Program FY 20-23.pdf](#)
- 25 [20-9982](#) Resolution authorizing the City Manager to execute a master interlocal purchasing agreement between the City of Grand Prairie and the City of New Braunfels, Texas
- 26 [20-9869](#) Resolution authorizing the City Manager to enter into a Local Project Advance Funding Agreement (LPAFA) with TxDOT for Great Southwest Parkway improvements under Interstate 20 from Eastbound to Westbound frontage roads with \$711,375 of City funding
Attachments: [Draft AFA LongGen.pdf](#)
[WO 618.81 STRT.xlsx](#)

Public Hearing on Zoning Applications

- 27 [20-9995](#) SU200501/S200501 - Specific Use Permit/Site Plan - Auto Repair at 2310, 2314, 2318 Poulin (City Council District 5). Specific Use Permit for Major Auto Repair and an Auto Body and Paint Shop. Lots 3, 4, 5, and 6, Block 4, Poulin's Addition and part of Tract 5 of E Crockett Survey, Abstract No. 222, City of Grand Prairie, Dallas County, Texas, zoned LI, within Central Business District No. 3, and addressed as 2310, 2314, and 2318 Poulin Ave. The agent is Tony Shotwell and the owner is Advantage Financing. (On May 26, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).
Attachments: [Exhibit A - Boundary Description.pdf](#)
[Exhibit B - Site Plan.pdf](#)
[SU200501 S200501 PZ Draft 05-26-20.pdf](#)

Items for Individual Consideration

- 28 [20-10006](#) Selection of Mayor Pro Tem and Deputy Mayor Pro Tem

Citizen Comments

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

Adjournment

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the City Council agenda was prepared and posted May 29, 2020.

Catherine E. DiMaggio, City Secretary

The Grand Prairie City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-237-8018 or email Mona Lisa Galicia (mgalicia@gptx.org) at least three (3) business days prior to the scheduled meeting to request an accommodation.



Legislation Details (With Text)

File #: 20-10004 **Version:** 1 **Name:** COVID Update
Type: Presentation **Status:** Presentations
File created: 5/20/2020 **In control:** City Secretary
On agenda: 6/2/2020 **Final action:**
Title: COVID-19 Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
COVID-19 Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer



Legislation Details (With Text)

File #: 20-10035 **Version:** 1 **Name:** May 19, 2020 Council Minutes
Type: Minutes **Status:** Consent Agenda
File created: 5/27/2020 **In control:** City Secretary
On agenda: 6/2/2020 **Final action:**
Title: Minutes of the May 19, 2020 Council Meeting
Sponsors:
Indexes:
Code sections:
Attachments: [05-19-2020 Council Minutes](#)

Date	Ver.	Action By	Action	Result
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From
Cathy DiMaggio

Title
Minutes of the May 19, 2020 Council Meeting

Presenter
Cathy DiMaggio, City Secretary

Recommended Action
Approve

Analysis
Minutes are attached.



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Minutes - Final

City Council

Tuesday, May 19, 2020

5:30 PM

City Hall - Council Chambers
317 College Street

Call to Order

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

Present 9 - Mayor Ron Jensen
Mayor Pro Tem Greg Giessner
Deputy Mayor Pro Tem Jorja Clemson
Council Member Jeff Copeland
Council Member Mike Del Bosque
Council Member Cole Humphreys
Council Member John Lopez
Council Member Jim Swafford
Council Member Jeff Wooldridge

Recess Meeting

Executive Session

Mayor Jensen convened a closed session at 5:30 p.m. pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., Section 551.072 "Deliberation Regarding Real Property" and Section 551.087 "Deliberations Regarding Economic Development Negotiations." Mayor Jensen adjourned the closed session at 6:20 p.m.

Reconvene Meeting

Mayor Jensen reconvened the meeting at 6:30 p.m.

6:30 PM Council Chambers

Deputy Mayor Pro Tem Jorja Clemson gave the Invocation. The Pledge of Allegiance to the US Flag and to the Texas Flag were led by Council Member Cole Humphreys.

Staff Presentations

- 1 Update on City Partnerships with Community Organizations Providing COVID-19 Relief - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer

Steve Dye, Deputy City Manager/Chief Operating Officer updated Council on food distributions. He recognized Andrew Fortune, Assistant to the City Manager, for overseeing these food distributions where over 20,465 boxes of food have been donated. Mr. Dye said the city will continue distributions at recreation centers. Grand Prairie United Charities has been given \$250,000 for rental assistance through the Dallas County Emergency Housing Assistance Program. CARES funding has been provided in the amount of 55 per capita for cities over 500,000 population. Dallas and Tarrant Counties have decided to allocate these funds to the city (Tarrant County \$3.3 million and Dallas County \$7.1 million). These funds cannot be used to compensate for revenue shortfalls. However, a bill has been introduced in the Senate to allow that. The funds can be used for testing, PPE, quarantines, food delivery, care for homeless, food delivery, payroll expenses for employees who have dedicated time to COVID response. Mr. Dye said that starting next week there will be a drive-thru testing site every Tuesday and Thursday at Veteran Memorial Park providing free testing for Grand Prairie citizens from 8 am to 5 pm. There will be a maximum of 300 tests per day. Home testing will be negotiated for M-W-F. Staff and patients at nursing homes will also be tested. Mr. Dye said staff is looking at automated kiosks for temperatures and sanitizing and are pursuing grant opportunities. He said that because of the impact of the pandemic on the city's budget estimated at \$700,000 decrease in sales tax revenue, a hiring freeze is in place as well as travel/training constraints, and contracts are being reviewed for savings.

Mayor Pro Tem Giessner asked if there was a set time for city testing, or is it based on a budget amount. Mr. Dye said the contract is for one month but could be increased past that time if necessary. Council Member Humphreys said the virus may die out in summer but may return in fall and that may be the time that testing might be a priority. Mr. Dye said the funds must be spent by December 31. Council Member Humphreys said there may be a cheaper test in six months. Council Member Lopez said some people cannot afford to get tested. He asked about the opening of the Epic for people who have memberships. Cheryl DeLeon, Deputy City Manager, said it would be based on first come, first served for the number of people that are allowed in. Council Member Copeland asked if testing needed to be done beyond the first month, would Council have to approve the extension. Mayor Jensen said it was not a Council vote to open testing, so that will continue if Council has no objection. Deputy Mayor Pro Tem Clemson asked how many city employees would be used for testing. Mr. Dye said there would be a minimal number of employees but the city will be reimbursed. Council Member Wooldridge asked if this testing was city-wide or just in certain counties. Mr. Dye replied yes, Dallas County has said they will test anyone in Grand Prairie if they come to the Dallas testing sites.

Presented

Presentations

- 2 Teacher Appreciation Proclamation

Mayor Pro Tem Giessner read a proclamation recognizing Grand Prairie's teachers

during Teacher Appreciation Week. Mayor Jensen noted that Mayor Pro Tem Giessner's wife, Kelly Giessner, was named teacher of the year on her campus. He also recognized the commitment of teachers who continue to teach through videoconferencing during the COVID-19 pandemic.

Presented

Consent Agenda

Mayor Pro Tem Giessner moved, seconded by Deputy Mayor Pro Tem Clemson, to approve Items 3-7 and amend Item 8 to adopt Governor's Order GA23. The motion carried unanimously.

3 Minutes of the May 5, 2020 Council Meeting

Approved on the Consent Agenda

4 Reappointment of Jim Swafford to the Sports Corporation

Approved on the Consent Agenda

5 Resolution authorizing the City Manager to amend an agreement with Texas Department of Transportation for the 100% reimbursement for the City cost of the construction of traffic signals at IH20 at Robinson Rd, IH20 at Belt Line Rd, IH20 at Carrier Pkwy, and adding IH20 at Dechman Dr., in the amount of \$65,300

Adopted

Enactment No: RES 5082-2020

6 Resolution granting 380 Incentive Agreement with U.S. Auto Parts Network, Inc. to rebate 50% of the \$.01 documented general sales tax revenues up to \$50 million and an additional 25% on sales above \$50 million for 7 years

Adopted

Enactment No: RES 5080-2020

7 Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction material funds in the amount of \$507,575 for the Interlocal Agreement (ILA) with Tarrant County, Texas for assistance in the reconstruction of the existing pavement and new construction on Ragland Road

Adopted

Enactment No: ORD 10845-2020

8 Ordinance Amending Ordinance No. 10844-2020 to Locally Adopt Governor's Order GA-21 and revoking City Manager Contract Authority during Local Disaster

Adopted

Enactment No: ORD 10846-2020

Public Hearing Consent Agenda

Mayor Pro Tem Giessner moved, seconded by Council Member Swafford to table Item 8 on the Public Hearing Consent Agenda. The motion carried unanimously.

- 9** SU200401/S200401 - Specific Use Permit/Site Plan - Race Trac - Trinity Blvd (City Council District 1). A request to consider a Specific Use Permit to allow for a convenience store with gasoline/fuel sales on one lot. The subject property is zoned Light Industrial (LI) District and is located within State Highway-161 (SH-161) Overlay Corridor District. Situated in the J. Reed Survey, Abstract 1183, Grand Prairie, Dallas County, the 4.188-acre property is generally located at the southeast corner of Trinity Boulevard and Roy Orr Boulevard, specifically addressed at 3109 & 3113 Roy Orr Blvd. The agent is David Bond, Spiars Engineering, the applicant is Andrew Malzer, RaceTrac Petroleum, Inc., and the owner is Shangkuan Tsai, Tomo International, Inc. (On May 11, 2020, the Planning and Zoning Commission tabled this case by a vote of 8-0).

Tabled

Tabled

Public Hearing on Zoning Applications

- 10** Z200301 - Zoning Change - SF-6 at Hardy Rd and Sheridan Dr. (City Council District 3). A request to change the zoning from SF-4 Single-Family Four Residential District, to SF-6 Single-Family Six Residential District for residential use. Located at 1841, 1837, 1833, and 1829 Hardy Road. Legally described as Lots 1, 2, 3, & 4, Block F, Lake Crest No 2 Addition, City of Grand Prairie, Dallas County, Texas, zoned SF-4 Single-Family Four Residential District. The consultant is Luke Keeton, Keeton Surveying Co. and the owner is Walter Torres-Martinez, Sekant Development & Investments. **On April 13, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-1. This case was tabled by the City Council on May 5, 2020.**

Savannah Ware, Chief City Planner, reviewed Case Z200301 to change the zoning from SF4 to SF6 for five lots of 4 lots to decrease the lot depth. Ms. Ware showed the type of homes that will be developed. She said the Planning and Zoning Commission recommended changing the depth but to keep all other standards of SF4. Council Member Humphreys asked why change the zoning when the depth is the only things that is changing. Ms. Ware replied basically that is what the Planning and Zoning Commission did with their recommendation. Council Member Del Bosque said he was fine with this change and the neighbors did not have any issues.

Council Member Del Bosque moved, seconded by Council Member Humphreys, to close the public hearing and approve Case Z200301 per the Planning and Zoning recommendations. The motion carried unanimously.

Ayes: 9 - Mayor Ron Jensen; Mayor Pro Tem Greg Giessner; Deputy Mayor Pro Tem Jorja Clemson; Council Member Jeff Copeland; Council Member Mike Del Bosque; Council Member Cole Humphreys; Council Member John Lopez; Council Member Jim Swafford and Council Member Jeff Wooldridge

Enactment No: ORD 10847-2020

11

Z200303/CP200302 - Zoning Change/Concept Plan - Jefferson Grand Prairie (City Council District 6). Zoning Change/Concept Plan for a multi-family and retail development with 24 dwelling units per acre and 19,000 sq. ft. of retail on 19.73 acres. Tract 17, Stephen B McCommas Survey, Abstract No. 888, City of Grand Prairie, Dallas County, Texas, zoned SF-1, within the I-20 Corridor Overlay District, generally located south of I-20 on the west side of Vineyard Rd, and addressed as 1225 E Interstate 20. The applicant is T. Miller Sylvan, JPI Real Estate Acquisition, LLC, the consultant is David Martin, Winstead PC, and the owner is Eric Clayton, JLH Inc. Loop 9 Joint Venture. (On May 11, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 5-3).

Ms. Ware reviewed Case Z200303/CP200302 Concept Plan. She stated there would be an entrance off I-20 for commercial and multi-family uses. There will be two areas of access on Vineyard. Ms. Ware went over the Traffic Impact Analysis (TIA) that showed Lake Ridge Parkway and I-20 intersections are currently operating beyond capacity. The TIA recommendations included: installation of eastbound right-turn lane at I-20 eastbound frontage road and Drive 1; restripe QT access drive along Lake Ridge Parkway; improve 300 ft. of Vineyard from I-20 frontage road to the retail drive; installation of a northbound free right-turn at I-20 eastbound frontage road and Lake Ridge Parkway; and expand Lake Ridge Parkway through the I-20 interchange from six lane arterial to an eight-lane arterial.

Ms. Ware said the Multi-Family portion of this plan will have 24 units per acre with 380 units. The applicant requested variances for a 20' setback; 65% one-bedroom units; 20% garages; and 10% carports. Ms. Ware then went over the Commercial Tract with retail/restaurant buildings; a plaza; pedestrian connections to the green space. The applicant requested variances for no interior side setback; coffee shop with drive-thru allowed by right; and no screening between Tract 1 and Tract 2. Ms. Ware showed a slide showing the 6 ft. wrought iron perimeter fence and an 8 ft. perimeter wall. She said that a petition had been submitted with 25 signatures in opposition and three emails and letters in opposition.

Ms. Ware went over the staff analysis of the project regarding some variances to position buildings around an internal open space amenity and the SH161 Focus Area Vision and Appendix F. She stated that in 2019 the City Council set a policy that multi-family projects should be built on properties already zoned for multi-family development. Ms. Ware said the Planning and Zoning Commission recommended approval by a vote of 5-3. The Development Review Committee recommended approval of variances to internal side setback, rear setback, and required screening between tracts and with the following conditions: 1) any drive-through requires an SUP; 2) multi-family development shall meet Appendix W; 3) location, character and amount of open space shall be consistent with what is shown on the Concept Plan; 4) guidelines and requirements for Usable Open Space in Appendix F shall apply, and 5) 8 ft. masonry wall.

Council Member Copeland asked Ms. Ware about comments from the Planning and Zoning Commission from Appendix W. Ms. Ware said variances would be evaluated at site plan review. She said Council could grant variances at this time or not grant them. Bill Crolley, Deputy City Manager, said in the past at Concept Plan consideration Council had not approved variances. Ms. Ware said the applicant requested to approve variances. Council Member Lopez said this area is zoned SF and the Future Land Use Map (FLUM) recommends Commercial. Ms. Ware said that was correct.

Council Swafford asked what staff recommends when the recommendation that is proposed is in conflict with the FLUM. He said the FLUM says Commercial and this request is in conflict with that plan. Ms. Ware said the FLUM would be amended to agree with this zoning. Council Member Swafford said Council had a consensus that there was enough MF zoning and did not want to change zoning to MF. Council Member Copeland said he felt this is probably the highest and best use and each case is an individual case to be decided upon.

Mayor Pro Tem Giessner noted that if a builder had come in with a SF request they could not access the neighborhood off the service road and would have to access off Vineyard. Ms. Ware replied the developer would be addressing that point. Council Member Lopez said there is one entrance going into Quik Trip, so that benefits Quik Trip and would want access to their site. He asked if at the left turn only sign, could that be changed to left turn only. Ms. Ware said the Transportation Department did not feel that was feasible. Council Member Wooldridge said he was worried about a scenario where this deal may fall through and the zoning has changed. Ms. Ware said if someone else comes in, they would need to match this plan. Council Member Wooldridge asked if the commercial use would also be tied to this zoning. Ms. Ware said that, yes, it must be consistent with this.

Mayor Pro Tem Giessner said this would be a gated community with restricted vehicular, so why would we allow anyone to just walk through that apartment complex. Ms. Ware said that was the applicant's proposal. Mayor Pro Tem Giessner asked if this multi-family would belong to the crime free multi-housing program. Mr. Dye said this would not be consistent with those guidelines. Council Member Swafford said if a driver wanted to go north on Lake Ridge, the quickest way is to turn right on Vineyard. Mayor Jensen said the new I-20 frontage roads would allow drivers to go east.

Tommy Mann, 500 Winstead Building, stated he was the land use counsel and he was okay with working through staff's recommendations. He said the applicant had met with neighbors and have done their best to work with them. Mr. Mann said the Vineyard neighborhood has a very rural feel with a mature tree line but Single family is not feasible since they must have frontage on a public street. He said that is not the highest and best use of this site because of the depth of the site. He said he would preserve the trees and put a fence outside of the existing trees.

Eric Clayton, 1208 Fairmount Avenue, Fort Worth, stated he was representing the family partnership. He said this site lost frontage on Lake Ridge to the hotel and Quik Trip. Mr. Clayton said they were seeking long-term leases with local eateries.

Miller Sylvan, 600 E Las Colinas, stated this would be a quality multi-family project, and they usually have the highest rent in the markets where they build. He said he wanted to preserve the residential area and have moved 200' away from single family. He said he would do an 8' masonry fence and the trees will be closer together than required. Mr. Sylvan said the pond is a unique feature which is an amenity and can be

used by the public. He said security is important and it will be a vehicular gated community. The developer has agreed to give a unit to a Grand Prairie police officer. He said there is access through the Quik Trip to Lake Ridge. Council Member Copeland asked for signage to be added to that effect.

Brian Shamberger, Kimley Horn, 801 Cherry Street, Fort Worth, stated he was a traffic consultant. He said there will be a new turn lane in front of the property on the service road. The frontage road extended east to Carrier. The new on ramp will provide access to I-20 eastbound before Carrier. Mr. Shamberger showed the distribution of inbound and outbound traffic. He said there would not be much traffic going to Lake Ridge. Mr. Shamberger said it is a longer distance and slower speed to use Vineyard as opposed to taking a U-turn at Robinson. If single family were to be located at this site, it may result in fewer trips but it would have to front on Vineyard. He said that some mitigations include adding striping at QT Drive and adding a right turn deceleration lane.

Mayor Jensen called a recess at 8:00 p.m. and reconvened at 8:04 p.m.

Council Member Copeland stated that whenever he speaks to a multi-family developer, he tells them about a police officer having a unit, however, he also tells them this is not a quid pro quo deal. Council Member Copeland said the take home vehicles show that the police officer lives there. Council Member Lopez said there was access along Quik Trip, but the single family probably would not get that same access. Tommy Mann, 500 Winstead Building, said the single family requires a public street so that could not be a residential street. Council Member Lopez asked with public access to the trail, if a customer is parking at the restaurant and they take a stroll on the trail, how would you get them to leave. Mr. Sylvan said he had no problem not allowing public access to the trail. Council Member Lopez asked if there would be more focus on restaurants or retail or other kinds. Mr. Clayton said there will be strictly restaurant and retail padsites. Mayor Jensen said he wanted a briefing on how many dental offices there are in Dallas County. Council Member Del Bosque stated the proliferation of dental offices was because of Medicaid.

Deputy Mayor Pro Tem Clemson said there was a nice project in Frisco and asked how will this project would compare. Mr. Sylvan said this project would be similar to that project and as nice, but possibly nicer as trends evolve. Council Member Swafford asked about an estimate on rent per sq. ft. Mr. Sylvan said it would be 1.75. Council Member Humphreys said he did not see where common areas will be on the layout. Mr. Sylvan pointed to the interior amenities including a clubhouse and pool. He said there would also be trails throughout the project. Council Member Swafford asked Ms. Ware if there were any exceptions. Mr. Sylvan said there would be 24 units per acre and variances for setbacks. Ms. Ware said the applicant requested 20' setback in lieu of 45 ft. plus 1 ft for every ft. over 35 feet. Mr. Sylvan said the market study suggests what size and number of bedrooms for the demographics they want to attract. He said that was why they requested 65% one-bedroom units in lieu of 60. Mr. Sylvan said with regard to parking they look at how much covered parking should be provided. He said 30% of units would have a tuck-under garage and 15% would have a carport. Ms. Ware said staff was not recommending approval of that now but to wait until site plan consideration.

Council Member Copeland asked if Council was voting on variances. Mayor Jensen said the Council did not have to. Council Member Wooldridge said this was a good project and this is an awkward site and the whole area has changed because of SH161 and I-20.

Council Member Wooldridge moved, seconded by Council Member Copeland, to close the public hearing and approve Case Z200303/CP200302 for retail and restaurant only; gated internally for inside pedestrians only; and variances will be considered at site plan consideration. The motion carried.

Ayes: 8 - Mayor Ron Jensen; Mayor Pro Tem Greg Giessner; Deputy Mayor Pro Tem Jorja Clemson; Council Member Jeff Copeland; Council Member Mike Del Bosque; Council Member Cole Humphreys; Council Member Jim Swafford and Council Member Jeff Wooldridge

Nayes: 1 - Council Member John Lopez

Enactment No: ORD 10848-2020

12

Z200501 - Zoning Change - The Lakeside (City Council District 4). Zoning Change and Concept Plan for a single-family residential development with 47 residential lots on 9.99 acres. Tracts 2A03A2, 2A1, 2A3, 2A3A1, 2A3B, 2A3C, and 2A3D, Boalis Estes Survey, Abstract No. 483, City of Grand Prairie, Tarrant County, Texas, zoned Agriculture, and addressed as 3517 and 3535 Hanger Lowe Rd. The applicant is Anne Fernandez and the owner is Mojoy Haddad, Oakhollow Group. (On May 11, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Ms. Ware reviewed Case Z200501. She said the proposed zoning was consistent with the Future Land Use Map. The single family homes would be on 52 ft. lot width and 116 ft lot depth with front entry garages. The garages may exceed 30% of overall house frontage. Variances to Appendix W include a minimum 65 ft. lot width; and no front entry garages; the applicant is proposing to match the existing area around them. The Planning and Zoning Commission recommended that the front entry garages include additional architectural elements and carports to be prohibited within the development.

Ann Fernandez, 2500 N. E. Green Oaks Blvd., Arlington, stated she was the applicant, and the owner/developer is also present.

Mojoy Haddad, 2500 N. E. Green Oaks Blvd., stated he was the developer of this project. He stated that he builds quality projects. Council Member Copeland stated he had a concern about Mr. Haddad saying he was following staff's recommendations but was asking for variances for front-entry garages. Mr. Haddad said the lots will be deeper so the homes will be pushed back on the lot. Council Member Copeland asked if there would be any variations from the front-entry garages. Mr. Haddad said he would do J-swing garages on the larger lots. Council Member Lopez said he realized Council could no longer specify what types of materials can be used but the developer is matching existing homes. He said as Council approves smaller lots, consideration should be given to the type of trees that are being planted because they spread roots under sidewalks.

Council Member Lopez moved, seconded by Council Member Copeland, to close the public hearing and approve per Planning and Zoning recommendations, with a friendly amendment from Council Member Copeland, to use 10% J-swing garages on the larger lots and corner lots. The motion carried unanimously.

Ayes: 9 - Mayor Ron Jensen; Mayor Pro Tem Greg Giessner; Deputy Mayor Pro Tem Jorja Clemson; Council Member Jeff Copeland; Council Member Mike Del Bosque; Council Member Cole Humphreys; Council Member John Lopez; Council Member Jim Swafford and Council Member Jeff Wooldridge

13

TA200401 - Text Amendment - Amend Article 4 and Article 30 of the Unified Development Code to update the definition of and to establish regulations for variety stores, small-format grocery stores, and dollar stores. (On April 27, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-2). (On May 11, 2020, the Planning and Zoning Commission recommended denial of this request by a vote of 8-0).

Ms. Ware reviewed Case TA200401. She said that dollar stores are typically less than 12,000 sq. ft. and have a selection of groceries and home goods that are more limited than a full-service grocery store and typically there is no access to fresh fruits and vegetables. The City Council Development Committee and the Planning and Zoning Commission have reviewed this text amendment.

Ms. Ware said this amendment would adopt a definition in Article 30 Section 4 for variety stores. Variety stores would be prohibited unless they are more than 5,000 ft. from another variety store and if they are located within 5,000 ft. from another variety store, it would be permitted by an SUP. Ms. Ware then went over Section 16 which sets criteria for reviewing an SUP for Variety Stores. Mayor Jensen asked Megan Mahan, City Attorney, if this Text Amendment was similar to the one adopted by the City of Mesquite. Ms. Mahan said it was very similar.

Alan Rubenstein, 4501 Yacht Club Drive, Rockwall, spoke in opposition to the text amendment. He said he was a real estate manager for Family Dollar and Dollar Tree. He said the notion that dollar stores discourage grocery stores from locating near them is based on one flawed study. Mr. Rubenstein said two grocery stores have closed in the past few years in Grand Prairie. He said dollar stores are not grocery stores and do not pretend to be. Mr. Rubenstein said Family Dollar opened its first store 27 years ago in Grand Prairie. There are now 9 stores in Grand Prairie. He said if Council restricts dollar stores, then convenience stores will proliferate.

Mayor Pro Tem Giessner asked Mr. Rubenstein how close they put their brands next to each other. Mr. Rubenstein said it depends on population density, road network, competition, etc. He said it was unusual to find two dollar stores within a mile of each other. Council Member Del Bosque said within his district there are six dollar stores within a mile and a half of each other. He asked Mr. Rubenstein how they would bring a better product to Grand Prairie. Mr. Rubenstein replied that every few years they change the building prototype and over time each store is remodeled to that design. Council Member Del Bosque said he was looking for turning out a better product. Mr. Rubenstein said he thought Council was talking about the whole reasoning for spacing and how it affects grocery stores and not selling produce. Council Member Humphreys stated that he was aware of how many dollar stores were in his district and how close they were to each other. Mayor Jensen said he just thought there were too many too close together. Mr. Rubenstein said food chains are next to each other and Walgreen's pharmacies are also. Council Member Lopez noted that if an SUP is required, Council can make decisions on where they are located. He said that stores evolve over time and offered Target Stores as an example of not offering groceries at first, but then made a decision to change that model.

Council Member Copeland said he was originally in support of Rubenstein's remarks and was not in favor of the text amendment when it was first presented. However, what was not presented to the Planning and Zoning Commission is that this text amendment had been to each Council committee for review. He said his mind was changed during this process. Mr. Rubenstein said he could not change Grand Prairie stores without changing all the stores in the chain. Mr. Crolley said if you are within 5000 ft. of an existing one, you cannot locate another dollar store there. Stores outside of the 5,000 ft. would require an SUP. Mayor Jensen asked when an SUP will be required if there is no store within 5000 ft. Council Member Copeland said the text amendment needed to be re-written to clarify that.

Council Member Wooldridge moved, seconded by Council Member Copeland, to close the public hearing and approve TA200401 as written. The motion carried unanimously.

Ayes: 9 - Mayor Ron Jensen; Mayor Pro Tem Greg Giessner; Deputy Mayor Pro Tem Jorja Clemson; Council Member Jeff Copeland; Council Member Mike Del Bosque; Council Member Cole Humphreys; Council Member John Lopez; Council Member Jim Swafford and Council Member Jeff Wooldridge

Enactment No: ORD 10849-2020

Items for Individual Consideration

14

USP200501 - Unified Development Plan - Gibson Digital Sign (City Council District 2). Requesting an electronic message center on a pylon sign Located at 2422 S Carrier Parkway, legally described as TR 6 ACS 5.928 out of the Allen Jenkins Abstract 713, Pg 765, City of Grand Prairie, Dallas County, Texas, zoned PD-394. The applicant/owner is Aerofirma Corporation, Chase Debaun. (On May 11, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Ms. Ware stated that this sign was the former Town and Country sign. She said the applicant requested the addition of an electronic message center which requires a variance. Council Member Lopez asked how many there were of this type of style (non-conforming). Ms. Ware said there were many. Council Member Humphreys said he was excited when the applicant said they were going to keep the sign.

Council Member Swafford moved, seconded by Deputy Mayor Pro Tem Clemson, to approve USP200501. The motion carried unanimously.

Ayes: 9 - Mayor Ron Jensen; Mayor Pro Tem Greg Giessner; Deputy Mayor Pro Tem Jorja Clemson; Council Member Jeff Copeland; Council Member Mike Del Bosque; Council Member Cole Humphreys; Council Member John Lopez; Council Member Jim Swafford and Council Member Jeff Wooldridge

15

Developer Participation Agreement with Aerofirma Corp. for Prairie Gate Phase II Development of Westcliff Road for a not to exceed amount of \$540,000

Mr. Crolley stated that Council approved a site plan for Prairie Gate Phase II development and this agreement is part of that site plan to improve Westcliff Road. The city will pay 50% of the cost. He said this agreement was presented to the Council Development Committee the Finance and Government Committee and they recommended approval.

Council Member Swafford moved, seconded by Council Member Wooldridge, to approve Item 15, developer agreement with Aerofirma for Prairie Gate Phase II. The motion carried unanimously.

16

Public Hearing - Resolution to Create Greenway Trails Public Improvement District No. 19 (City Council District 6)

There were no speakers who wished to speak during the public hearing.

Council Member Wooldridge moved, seconded by Council Member Swafford, to close the public hearing and approve the resolution creating Greenway Trails PID. The motion carried unanimously.

Ayes: 9 - Mayor Ron Jensen; Mayor Pro Tem Greg Giessner; Deputy Mayor Pro Tem Jorja Clemson; Council Member Jeff Copeland; Council Member Mike Del Bosque; Council Member Cole Humphreys; Council Member John Lopez; Council Member Jim Swafford and Council Member Jeff Wooldridge

Enactment No: RES 5081-2020

Citizen Comments

Kathy and Kelly Slayton, 2804 Pescadero, stated their home backs up to Arlington-Webb Britton Road. Mr. Slayton there are constant Issues with dumping, fireworks, gunshots, loitering, domestic disputes and couples parking. He added that they have tried to work with Police and Code Enforcement.

David Hufford, 6807 Sail Away Place, state his home was also close to Arlington-Webb-Britton Road. He said in addition to the issues mentioned by Mr. Slayton there was also an issue with traffic. Mr. Hufford said he would like to see police presence there.

Adjournment

Mayor Jensen adjourned the meeting at 9:16 p.m.

The foregoing minutes were approved at the June 2, 2020 meeting.

Catherine E. DiMaggio, City Secretary



Legislation Details (With Text)

File #: 20-9967 **Version:** 1 **Name:** covid contract ratification
Type: Agenda Item **Status:** Consent Agenda
File created: 5/6/2020 **In control:** City Attorney
On agenda: 6/2/2020 **Final action:**
Title: Ratification of all contracts signed by City Manager with the authority granted under Ordinance No. 10825-2020 from March 19, 2020 through June 1, 2020
Sponsors:
Indexes:
Code sections:
Attachments: [Summary of 7-1-2020 Agenda Items to Ratify](#)

Date	Ver.	Action By	Action	Result
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From
Megan Mahan

Title
Ratification of all contracts signed by City Manager with the authority granted under Ordinance No. 10825-2020 from March 19, 2020 through June 1, 2020

Presenter
Megan Mahan, City Attorney

Recommended Action
Approve

Analysis
Exhibit A is a list of all contracts signed by the City Manager with the signature authority granted under Ordinance No. 10825-2020. This was granted as part of the COVID-19 disaster declaration and associated orders. This contract authority was effective from March 19, 2020 through June 1, 2020. This action will ratify every contract in Exhibit A.



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

File Summary

File Number	Title	Current Status
20-10002	Agenda Item Interlocal Cooperative Agreement for Municipal Direct Expense Funding Introduced: 5/19/2020 Meeting Date: 7/1/2020	Agenda Ready Controlling Body: City Secretary
20-10003	Agenda Item Ratification of an emergency purchase from North Texas Contracting, Inc. for the repair of a water leak on a 30 inch water main on the west side of Beltline Road on the north side of the Trinity River at Palace Parkway in the amount of \$503,460, plus a 5% contingency of \$25,173., for a total of \$528,633 Introduced: 5/19/2020 Meeting Date: 7/1/2020	Agenda Ready Controlling Body: Planning
20-10005	Agenda Item Interlocal Cooperative Agreement with Dallas County for Municipal Direct Expense Funding Introduced: 5/20/2020 Meeting Date: 7/1/2020	Agenda Ready Controlling Body: City Secretary
20-10008	Agenda Item Amendment to the agreement with Dallas Area Agency of Aging for a reimbursable meal and home delivered meals during the COVID-19 Shelter-in-Place and authorize the City Manager to execute future amendments to this agreement until its expiration date of September 30, 2020 Introduced: 5/20/2020 Meeting Date: 7/1/2020	Agenda Ready Controlling Body: Parks & Recreation
20-9856	Agenda Item Award bid for the completion of one residential reconstruction project as part of the HOME Reconstruct Program to Johnson Construction Services in the amount of \$120,365 Introduced: 3/4/2020 Meeting Date: 7/1/2020	Consent Agenda Controlling Body: Housing and Neighborhood Services
20-9878	Agenda Item Purchase and installation of filters for the Summit spa system from Sunbelt Pools in the	Consent Agenda

File Number	Title	Current Status
	<p>amount of \$55,250 and approve a 10% contingency in the amount of \$5,525 for a total of \$60,775 through a national interlocal with BuyBoard.</p> <p>Introduced: 3/16/2020 Controlling Body: Parks & Recreation</p> <p>Meeting Date: 7/1/2020</p>	
20-9879	Agenda Item	Consent Agenda
	<p>Amendment to the price agreement for Self-Contained Breathing Apparatus (SCBA) equipment, parts and maintenance from Municipal Emergency Services, Inc.(MES) to increase the contract value to purchase 10 SCBA cylinders at a cost of \$11,710 plus \$8,000 for SCBA masks and parts for a total of \$19,710 through an interlocal agreement with the City of Austin.</p> <p>Introduced: 3/16/2020 Controlling Body: Fire</p> <p>Meeting Date: 7/1/2020</p>	
20-9880	Agenda Item	Consent Agenda
	<p>Authorize the renewal of the Fire Department’s Insurance Discovery subscription price agreement with NSure, Inc, a sole source provider, in the annual amount of \$20,000.00 and will be for one-year with four additional one-year renewal options, for a total not to exceed \$100,000 if all renewal options are exercised; and authorize the City Manager to execute any additional renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original contract amount so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal term(s)</p> <p>Introduced: 3/16/2020 Controlling Body: Fire</p> <p>Meeting Date: 7/1/2020</p>	
20-9883	Agenda Item	Consent Agenda
	<p>Price Agreement for maintenance and repairs for fitness equipment from Fixed Fitness (up to \$32,600.00 annually) for one year with the option to renew for four additional one year periods totaling \$163,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms</p> <p>Introduced: 3/19/2020 Controlling Body: Purchasing</p> <p>Meeting Date: 7/1/2020</p>	
20-9885	Agenda Item	Consent Agenda
	<p>Authorize the third renewal of the city's secondary price agreement for fiber restoration services with STC Utility Services, Inc. (\$482,920 annually) for one year with the option to renew for two additional one year periods totaling \$2,414,600, if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)</p>	

File Number	Title	Current Status
	<p>Introduced: 3/26/2020</p> <p>Meeting Date: 7/1/2020</p>	Controlling Body: Purchasing
20-9893	<p>Resolution</p> <p>First Amendment to Commercial Lease for Restaurant Facility for temporary rent abatement at airport Radial Cafe during COVID-19 pandemic</p> <p>Introduced: 4/1/2020</p> <p>Meeting Date: 7/1/2020</p>	Consent Agenda Controlling Body: City Attorney
20-9897	<p>Agenda Item</p> <p>Price Agreement for temporary bar & support staff from East Pointe Holdings Inc. (up to \$200,000 annually); and award a secondary agreement with Ad-A-Staff (up to \$200,000 annually) to be used only if the primary is unable to fulfill the needs of the City; these agreements will be for one year with the option to renew for four additional one year periods totaling \$1,000,000 each if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term</p> <p>Introduced: 4/2/2020</p> <p>Meeting Date: 7/1/2020</p>	Consent Agenda Controlling Body: Purchasing
20-9904	<p>Agenda Item</p> <p>Price agreement for Elevator PM, Monitoring, and Repair from Southwest Elevators, Inc. (up to \$39,965.00 annually) for one year with the option to renew for four additional one year periods totaling \$199,800.00 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms</p> <p>Introduced: 4/2/2020</p> <p>Meeting Date: 7/1/2020</p>	Agenda Ready Controlling Body: Facility Services
20-9906	<p>Agenda Item</p> <p>Ratification of AEG Lease Amendment for a 50% Rent Reduction during the term of the COVID pandemic</p> <p>Introduced: 4/6/2020</p> <p>Meeting Date: 7/1/2020</p>	Consent Agenda Controlling Body: City Attorney
20-9908	<p>Agenda Item</p> <p>One-time purchase of WL130 Flip Screen attachment at a cost of \$52,400, from the sole source provider, Classic Architectural Products, LP of Forney, Texas</p> <p>Introduced: 4/8/2020</p> <p>Meeting Date: 7/1/2020</p>	Agenda Ready Controlling Body: Public Works

File Number	Title	Current Status
20-9909	Agenda Item	Consent Agenda
	<p>Price Agreement for Traffic Signs from Vulcan Signs, Inc. (up to \$45,000 annually) for one (1) year with the option to renew for four (4) additional one-year periods totaling \$225,000 if all extensions are exercised and authorize the City manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)</p> <p>Introduced: 4/8/2020 Controlling Body: Public Works</p> <p>Meeting Date: 7/1/2020</p>	
20-9910	Agenda Item	Consent Agenda
	<p>Price agreement for installation of inductive loops from Durable Specialties, Inc. (up to \$98,100 annually) for one year with the option to renew for four additional one-year periods totaling \$490,500 if all extensions are exercised, and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms</p> <p>Introduced: 4/8/2020 Controlling Body: Public Works</p> <p>Meeting Date: 7/1/2020</p>	
20-9911	Agenda Item	Consent Agenda
	<p>Price agreement for concrete recycling from Big City Crushed Concrete (up to \$212,500 annually) for one year with the option to renew for four additional one-year periods totaling \$1,062,500 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms</p> <p>Introduced: 4/8/2020 Controlling Body: Environmental Services</p> <p>Meeting Date: 7/1/2020</p> <p>Department: Patricia Redfearn</p> <p>Drafter: Patricia Redfearn</p>	
20-9915	Agenda Item	Agenda Ready
	<p>Renew a Price Agreement for carpet & tile flooring, stage floor refinishing concrete polishing, grinding and staining from Mohawk Carpet Distribution, Inc. through a national interlocal agreement with BuyBoard at an estimated annual cost of \$24,000 for the final one year term, totaling \$72,000 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms</p> <p>Introduced: 4/13/2020 Controlling Body: Facility Services</p> <p>Meeting Date: 7/1/2020</p>	

File Number	Title	Current Status
20-9916	Agenda Item	Consent Agenda
	<p>First Amendment to Restaurant Lease with Firehouse GastoPark, LLC for temporary rent reduction and COVID-19 rent abatement at FireHouse Gastro Park</p> <p>Introduced: 4/13/2020 Controlling Body: City Attorney</p> <p>Meeting Date: 7/1/2020</p>	
20-9917	Agenda Item	Agenda Ready
	<p>Price Agreement for water meters from Ferguson Waterworks (up to \$150,000 annually) for one year with the option to renew for four additional one year periods totaling \$750,000 if all extensions are exercised. Award a secondary to Badger Meter (up to \$150,000 annually) to be used only if the primary is unable to fulfill the needs to the department and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms</p> <p>Introduced: 4/14/2020 Controlling Body: Public Works</p> <p>Meeting Date: 7/1/2020</p>	
20-9927	Agenda Item	Agenda Ready
	<p>Price Agreement for EMS (Emergency Medical Services) collection services from Quality Asset Recovery, LLC (QAR) of Gibbsboro, NJ (up to \$23,000 annually) for one year with the option to renew for 4 additional one-year periods totaling \$115,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms</p> <p>Introduced: 4/16/2020 Controlling Body: Fire</p> <p>Meeting Date: 7/1/2020</p>	
20-9928	Agenda Item	Agenda Ready
	<p>Agreement for Public Housing Software and Services from Benevate, Inc. DBA Neighborly Software in the amount of \$27,600 for one year which includes one-time implementation fee of \$10,800, and annually recurring amount of \$16,800 which includes a 3% annual increase through a Master Interlocal Agreement with the City of Fort Worth with the option to be renewed for four additional one-year periods totaling \$99,992 if all extensions are authorized (additional renewal terms can be authorized if approved at a later time by City Council)</p> <p>Introduced: 4/16/2020 Controlling Body: Housing and Neighborhood Services</p> <p>Meeting Date: 7/1/2020</p>	
20-9929	Agenda Item	Agenda Ready
	<p>Agreement for Website Forms/Applications from OpenCities, Inc. in an annually recurring amount of \$12,250 through a Master Inter Local Agreement with the City of Fort Worth</p>	

File Number	Title	Current Status
	<p>for one year with the option to renew for four additional one-year periods; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms</p> <p>Introduced: 4/17/2020 Controlling Body: City Attorney</p> <p>Meeting Date: 7/1/2020</p> <p>Department: amy Sprinkles</p>	
20-9930	Agenda Item	Agenda Ready
	<p>Professional Services Agreement with Freese and Nichols, Inc. for Commercial Water Meter Vault Design and Program Management in the amount not to exceed of \$249,500</p> <p>Introduced: 4/20/2020 Controlling Body: Engineering</p> <p>Meeting Date: 7/1/2020</p>	
20-9931	Agenda Item	Agenda Ready
	<p>Authorize the execution of all necessary Memorandum of Understandings with North Texas Food Bank for COVID-19 food assistance and distribution</p> <p>Introduced: 4/21/2020 Controlling Body: City Manager's Office</p> <p>Meeting Date: 7/1/2020</p>	
20-9937	Agenda Item	Consent Agenda
	<p>Change Order/Amendment No. 2 with McMahon Contracting, L.P. in the net amount of \$627.58 for Paving, Drainage and Water Improvements in Ragland Road and Day Miar Road</p> <p>Introduced: 4/24/2020 Controlling Body: Engineering</p> <p>Meeting Date: 7/1/2020</p>	
20-9947	Agenda Item	Agenda Ready
	<p>Price Agreement for dive gear from International Scuba (up to \$11,052.81 annually), including a one-time purchase of \$4,790.49 for one year with the option to renew for four additional one year periods totaling \$60,054.54 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms</p> <p>Introduced: 4/27/2020 Controlling Body: Fire</p> <p>Meeting Date: 7/1/2020</p>	
20-9948	Agenda Item	Agenda Ready
	<p>Interlocal Agreement with Tarrant County, Texas for assistance in the reconstruction of the existing pavement and new construction on Ragland Road</p> <p>Introduced: 4/27/2020 Controlling Body: Transportation</p>	

File Number	Title	Current Status
	Meeting Date: 7/1/2020	
20-9949	Agenda Item	Agenda Ready
	Interlocal Agreement with Tarrant County, Texas for reimbursement of up to \$1,501,643 of its eligible construction expenses for widening of Ragland Road and a portion of Day Miar Road	
	Introduced: 4/27/2020	Controlling Body: Transportation
	Meeting Date: 7/1/2020	
20-9957	Agenda Item	Consent Agenda
	PID Contract with BrightView Landscapes, LLC for Landscape Maintenance for \$91,332 in Oak Hollow/Sheffield Village PID (Council Districts 4 and 6)	
	Introduced: 4/30/2020	Controlling Body: Finance
	Meeting Date: 7/1/2020	
20-9966	Agenda Item	Agenda Ready
	Contract renewal with Focused Advocacy, LLC for legislative services in the amount of \$8,686.33 per month for 24 months with one 24-month renewal option; authorize the City Manager to execute the renewal option with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms	
	Introduced: 5/6/2020	Controlling Body: City Attorney
	Meeting Date: 7/1/2020	
20-9969	Agenda Item	Agenda Ready
	Price Agreement for uniforms, accessories, and duty gear from "Got You Covered Workwear & Uniforms" (\$200,000 annually) through a Master Interlocal Agreement with the City of Fort Worth for one year with the option to renew for one additional one-year period totaling \$400,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms	
	Introduced: 5/7/2020	Controlling Body: Police
	Meeting Date: 7/1/2020	
20-9970	Agenda Item	Agenda Ready
	PID contract with Vision Communities Management, Inc. for Wall Repairs for \$50,000 in Westchester PID (Council District 6)	
	Introduced: 5/7/2020	Controlling Body: Finance
	Meeting Date: 7/1/2020	
20-9972	Agenda Item	Agenda Ready
	Commercial Hangar lease with Aviator Air Flight School, LLC. for Hangar 5 South H for a	

File Number	Title	Current Status
	<p>term of five years with tenant's option to renew for one additional 5-year term; beginning May 1, 2020 and ending June 30, 2025, and with an annual rent of \$2,676</p> <p>Introduced: 5/8/2020 Controlling Body: Airport</p> <p>Meeting Date: 7/1/2020</p>	
20-9976	Agenda Item	Agenda Ready
	<p>Contracts with Martin Marietta (\$115,000), Reynolds Asphalt & Construction Company(\$351,300), Ergon Asphalt & Emulsions, Inc.(\$5,000), and Lhoist North America (\$20,800) for road construction materials in the combined amount of \$492,100, in support of the Interlocal Agreement (ILA) with Tarrant County, Texas for assistance in the reconstruction of the existing pavement and new construction of Ragland Road</p> <p>Introduced: 5/11/2020 Controlling Body: Transportation</p> <p>Meeting Date: 7/1/2020</p>	
20-9983	Ordinance	Agenda Ready
	<p>Change Order No. 1 for Construction Contract with Gra-Tex Utilities, in the amount of \$65,290, for sanitary sewer and electrical improvements at Loyd Park</p> <p>Introduced: 5/13/2020 Controlling Body: Engineering</p> <p>Meeting Date: 7/1/2020</p>	
20-9985	Agenda Item	Agenda Ready
	<p>Price Agreement for purchase of alternate daily cover from Space Savers, Inc. (up to \$45,000 annually) for one year with the option to renew for four additional one-year periods totaling \$225,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms</p> <p>Introduced: 5/14/2020 Controlling Body: Environmental Services</p> <p>Meeting Date: 7/1/2020</p> <p>Department: Patricia Redfearn</p> <p>Drafter: Patricia Redfearn</p>	
20-9988	Resolution	Agenda Ready
	<p>Resolution authorizing the City Manager to execute a master interlocal purchasing agreement between the City of Grand Prairie and the City of Lake Worth, Texas</p> <p>Introduced: 5/15/2020 Controlling Body: Purchasing</p> <p>Meeting Date: 7/1/2020</p>	
20-9999	Agenda Item	Agenda Ready
	<p>Price Agreements for water supplies with Apsco Supply, Core and Main, Hach Company, USA BlueBook and Zep Inc. with the combined costs not to exceed \$703,36.47; all agreements will be for one year with the option to renew for four additional one-year</p>	

File Number	Title	Current Status
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periods, not to exceed \$3,516,882.35 cumulatively if all extensions are exercised and authorize the Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Introduced: 5/18/2020

Controlling Body: Public Works

Meeting Date: 7/1/2020



Legislation Details (With Text)

File #: 20-10023 **Version:** 1 **Name:** Animal Services COVID-19 Relief Grant
Type: Agenda Item **Status:** Consent Agenda
File created: 5/22/2020 **In control:** Animal Services
On agenda: 6/2/2020 **Final action:**
Title: Ratify the acceptance of the Rachael Ray Save Them All COVID-19 Relief Grant in the amount of \$7,000
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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From
Lily Yap, Animal Services Manager

Title
Ratify the acceptance of the Rachael Ray Save Them All COVID-19 Relief Grant in the amount of \$7,000

Presenter
Lily Yap, Animal Services Manager

Recommended Action
Approve

Analysis
The Rachael Ray Save Them All Grants COVID-19 Relief Program is providing critical support and resources for pets in response to the pandemic. Grand Prairie Animal Services was selected as a recipient of \$7,000 to supplement medicals costs from waived-fee adoptions. Eliminating adoption fees allows us to promote positive outcomes for shelter pets while emphasizing the human/animal bond as a means of stress relief for our community.

Financial Consideration
Grand Prairie Animal Services will receive \$7,000 towards adoption fees, which cover rabies vaccination, spay/neuter surgery, microchip, and physical examination/testing. There is not a match requirement on this grant.



Legislation Details (With Text)

File #: 20-10029 **Version:** 1 **Name:** Asbestos Abatement Contract
Type: Agenda Item **Status:** Consent Agenda
File created: 5/25/2020 **In control:** Environmental Services
On agenda: 6/2/2020 **Final action:**

Title: Price agreement for asbestos and mold abatement services from Allen & Company for \$100,000 annually for one year with the option to renew for four additional one year periods totaling \$500,000 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms

Sponsors:
Indexes:
Code sections:
Attachments: [20063 - CC EXHIBIT.pdf](#)

Date	Ver.	Action By	Action	Result
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From
Cindy Mendez, Environmental Quality Manager

Title
Price agreement for asbestos and mold abatement services from Allen & Company for \$100,000 annually for one year with the option to renew for four additional one year periods totaling \$500,000 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms

Presenter
Cindy Mendez, Environmental Quality Manager

Recommended Action
Approve

Analysis
This agreement is to provide asbestos abatement services for building repairs or remodels that have been deemed by the contracted asbestos surveying vendor to contain asbestos materials. Mold abatement services will be for water leaks and remodels if mold is identified and required to be removed. These services will be performed on an as needed basis.

Notice of bid #20063 was viewed by 23 vendors. There was one Grand Prairie vendor available for this commodity. Six bids were received.

The award was based on best value criteria set up in the specification, including experience, Texas Department

of Health & Safety (TDSHS) compliance, references, price, and other relevant criteria as listed in the specification.

Allen & Company meets specifications and is recommended for award.

Financial Consideration

Funds are available in various departments operating budgets and will be charged accordingly on orders through the end of the fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.

ASBESTOS ABATEMENT SERVICES

RFB #20063

SCORECARD

					Non Responsive		Non Responsive		
		Evaluation Score Card							
		Asbestos & Mold Abatement		1 Priority Environmental	Allen & Co	Horsley Specialties	HP EnviroVision	Intercon Environmental	RNDI
		RFB # 20063		Fort Worth	Fort Worth	Garland	Grand Prairie	Mansfield	Rockwell
Evaluation Criteria	Maximum Score	Score	Score	Score	Score	Score	Score		
Price	50.00	20.33	50.00	17.93	0.00	9.25	0.00		
Qualifications	25.00	25.00	25.00	25.00	0.00	25.00	0.00		
The Reputation of the Bidder	10.00	10.00	9.00	10.00	0.00	9.60	0.00		
TDSHS Compliance	10.00	4.00	10.00	6.00	0.00	4.00	0.00		
Local Business Presence	5.00	0.00	0.00	0.00	0.00	0.00	0.00		
Total	100.00	59.33	94.00	58.93	0.00	47.85	0.00		



Legislation Details (With Text)

File #: 20-10007 **Version:** 1 **Name:** 2020 Terracare Associates - Mowing Contract - EPIC Central

Type: Agenda Item **Status:** Consent Agenda

File created: 5/20/2020 **In control:** Parks & Recreation

On agenda: 6/2/2020 **Final action:**

Title: Price Agreement for landscape maintenance services at EPIC Central from Terracare Associates, LP (up to \$316,291.48 annually) for one year with the option to renew for (4) four additional one year periods totaling \$1,581,145.74, if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Sponsors:

Indexes:

Code sections:

Attachments: [Bid Tab - 20-10007 Terracare Landscape Maintenance.pdf](#)
[20-10007 SWUT Oper Terracare Landscape Maintenance Central Park .pdf](#)
[20-10007 EPIC Oper Terracare Landscape Maintenance Central Park .pdf](#)
[COMMUNICATION](#)
[COMMUNICATION](#)

Date	Ver.	Action By	Action	Result
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From

Erin Hart, Assistant Director of Parks Operations

Title

Price Agreement for landscape maintenance services at EPIC Central from Terracare Associates, LP (up to \$316,291.48 annually) for one year with the option to renew for (4) four additional one year periods totaling \$1,581,145.74, if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Presenter

Duane Strawn, Director of Parks, Arts and Recreation

Recommended Action

Approve

Analysis

The contract is for landscape maintenance to include mowing, edging, herbicide application, litter collection and other related landscape services for EPIC Central.

Notice of bid #20070 was advertised in the Fort Worth Star Telegram and Public Purchase; it was distributed to 31 vendors. There were two Grand Prairie vendors available for this service. A total of 10 bids were received as shown on attachment A..

The award was based on best value criteria set up in the specification, including price, qualifications, references, site visits and local business presence. The review committee results identified Terracare Associates, LP as the best value bid for this contract.

The proposed contract was presented to the Finance and Government Committee on June 2, 2020 and received recommendation for Council approval.

Financial Consideration

Funding for this contract is available as follows and will be charged accordingly through the end of the current fiscal year. Funding for future fiscal years will be paid from that fiscal year's approved budget.

1. \$177,124 available in EPIC Operating Fund Mowing Account (313211-61225)
2. \$139,168 available in the Storm Water Operating Fund Mowing Account (318010-61225)

LANDSCAPE SERVICES FOR CENTRAL PARK

RFB #20070

TABULATION

Bid Tabulation Landscape Maint. Epic Central RFB # 20070				American Landscape Systems Lewisville		Brightview Dallas		Carruthers Dallas		Hancock Glen Grand Prairie		High Quality Dallas	
DESCRIPTION	Acres	UOM	Cycle	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1 Class A Areas (weekly)	54.74	Acre	44	\$ 48.01	\$ 115,632.00	\$ 57.59	\$ 138,708.97	\$ 70.15	\$ 168,960.48	\$ 91.78	\$ 221,057.64	\$ 35.07	\$ 84,480.00
2 Class C Areas (monthly)	19.11	Acre	9	\$ 60.18	\$ 10,350.00	\$ 82.79	\$ 14,239.05	\$ 83.73	\$ 14,400.72	\$ 91.78	\$ 15,785.24	\$ 73.26	\$ 12,600.00
3 Shrub/Ground Cover Trimming	4.3	Acre	9	\$ 180.00	\$ 6,966.00	\$ 166.62	\$ 6,448.19	\$ 784.00	\$ 30,340.80	\$ 520.00	\$ 20,124.00	\$ 648.84	\$ 25,110.00
4 Landscape Bed Fertilization (3 t	4.3	Acre	3	\$ 147.91	\$ 1,908.00	\$ 775.46	\$ 10,003.43	\$ 279.07	\$ 3,600.00	\$ 1,195.00	\$ 15,415.50	\$ 63.95	\$ 825.00
5 Litter Removal (daily)	177	Acre	52	\$ 4.24	\$ 39,000.00	\$ 4.15	\$ 38,196.60	\$ 2.26	\$ 20,801.04	\$ 8.00	\$ 73,632.00	\$ 7.59	\$ 69,888.00
6 Irrigation Inspection (bi-weekly)	59.04	Acre	23	\$ 67.75	\$ 92,000.00	\$ 7.61	\$ 10,333.77	\$ 40.65	\$ 55,199.45	\$ 52.00	\$ 70,611.84	\$ 23.71	\$ 32,200.00
7 Color Changes (semiannually)	1,020	Sq. Feet	3	\$ 4.41	\$ 13,500.00	\$ 4.03	\$ 12,331.80	\$ 4.85	\$ 14,841.00	\$ 2.56	\$ 7,845.00	\$ 5.28	\$ 16,164.00
8 Ornamental Plant & Grass Main	4.3	Acre	1	\$ 1,488.37	\$ 6,400.00	\$ 3,769.52	\$ 16,208.94	\$ 1,116.28	\$ 4,800.00	\$ 180.00	\$ 774.00	\$ 346.05	\$ 1,488.00
9 Mulch (added 1/2 acre for tree v	4.8	Acre	2	\$ 10,416.67	\$ 100,000.00	\$ 6,100.00	\$ 58,560.00	\$ 4,166.67	\$ 40,000.03	\$ 12,000.00	\$ 115,200.00	\$ 4,281.25	\$ 41,100.00
10 Herbicide Program	78.15	Program	1	\$ 500.44	\$ 39,109.00	\$ 370.57	\$ 28,960.05	\$ 614.20	\$ 47,999.73	\$ 359.00	\$ 28,055.85	\$ 274.01	\$ 21,414.00
11 Turf Fertilization Program	54.74	Program	1	\$ 444.01	\$ 24,305.00	\$ 229.07	\$ 12,539.29	\$ 540.00	\$ 29,559.60	\$ 425.00	\$ 23,264.50	\$ 419.71	\$ 22,975.00
12 Pesticide Program	78.15	Program	1	\$ 232.91	\$ 18,202.00	\$ 65.61	\$ 5,127.42	\$ 350.00	\$ 27,352.50	\$ 369.00	\$ 28,837.35	\$ 360.92	\$ 28,206.00
13 Hourly Rate for Irrigation Repai	1	LH		\$ 125.00				\$ 85.00		\$ 80.00			
14 Percentage Discount for Irrigati	1	%		5.3%						20%			
Total added to each bid for Repairs					\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
TOTAL					\$ 492,372.00		\$ 376,657.52		\$ 482,855.36		\$ 645,602.92		\$ 381,450.00

Bid Tabulation Landscape Maint. Epic Central RFB # 20070				Landscape Prof of Tx Dallas		Landworks Grand Prairie		Superior Landscapes Dallas		TCA Terrace Dallas		Yellowstone Landscapes Dallas	
DESCRIPTION	Acres	UOM	Cycle	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1 Class A Areas (weekly)	54.74	Acre	44	\$ 122.76	\$ 295,680.00	\$ 52.61	\$ 126,720.00	\$ 91.93	\$ 221,426.48	\$ 44.83	\$ 107,975.74	\$ 47.79	\$ 115,105.08
2 Class C Areas (monthly)	19.11	Acre	9	\$ 104.66	\$ 18,000.00	\$ 64.63	\$ 11,115.00	\$ 134.01	\$ 23,048.01	\$ 51.00	\$ 8,771.49	\$ 38.14	\$ 6,559.70
3 Shrub/Ground Cover Trimming	4.3	Acre	9	\$ 581.40	\$ 22,500.00	\$ 595.35	\$ 23,040.00	\$ -	\$ -	\$ 464.48	\$ 17,975.38	\$ 283.98	\$ 10,990.03
4 Landscape Bed Fertilization (3 t	4.3	Acre	3	\$ 648.84	\$ 8,370.00	\$ 214.88	\$ 2,772.00	\$ 4,269.77	\$ 55,080.00	\$ 251.18	\$ 3,240.22	\$ 270.49	\$ 3,489.32
5 Litter Removal (daily)	177	Acre	52	\$ 3.97	\$ 36,504.00	\$ 3.16	\$ 29,120.00	\$ 11.77	\$ 108,336.28	\$ 1.80	\$ 16,567.20	\$ 24.06	\$ 221,448.24
6 Irrigation Inspection (bi-weekly)	59.04	Acre	23	\$ 67.75	\$ 92,000.00	\$ 24.05	\$ 32,660.00	\$ 21.21	\$ 28,799.91	\$ 22.53	\$ 30,593.94	\$ 13.55	\$ 18,399.82
7 Color Changes (semiannually)	1,020	Sq. Feet	3	\$ 5.88	\$ 18,000.00	\$ 3.66	\$ 11,211.00	\$ 5.59	\$ 17,118.00	\$ 3.62	\$ 11,077.20	\$ 7.05	\$ 21,573.00
8 Ornamental Plant & Grass Main	4.3	Acre	1	\$ 781.40	\$ 3,360.00	\$ 1,883.72	\$ 8,100.00	\$ -	\$ -	\$ 2,741.60	\$ 11,788.88	\$ 834.20	\$ 3,587.06
9 Mulch (added 1/2 acre for tree v	4.8	Acre	2	\$ 13,541.67	\$ 130,000.00	\$ 5,118.75	\$ 49,140.00	\$ 10,675.00	\$ 102,480.00	\$ 2,679.46	\$ 25,722.82	\$ 4,161.15	\$ 39,947.04
10 Herbicide Program	78.15	Program	1	\$ 147.88	\$ 11,557.20	\$ 715.71	\$ 55,933.00	\$ 234.93	\$ 18,360.00	\$ 305.41	\$ 23,867.79	\$ 96.28	\$ 7,524.28
11 Turf Fertilization Program	54.74	Program	1	\$ 209.52	\$ 11,469.10	\$ 145.01	\$ 7,938.00	\$ 335.40	\$ 18,360.00	\$ 327.02	\$ 17,901.07	\$ 63.24	\$ 3,461.76
12 Pesticide Program	78.15	Program	1	\$ 125.47	\$ 9,805.80	\$ 219.58	\$ 17,160.00	\$ 391.55	\$ 30,600.00	\$ 202.30	\$ 15,809.75	\$ 76.28	\$ 5,961.28
13 Hourly Rate for Irrigation Repai	1	LH		\$ 135.00		\$ 97.00		\$ 115.00				\$ 85.00	
14 Percentage Discount for Irrigati	1	%				35%							
Total added to each bid for Repairs					\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
TOTAL					\$ 682,246.10		\$ 399,909.00		\$ 648,608.68		\$ 316,291.48		\$ 483,046.61

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Storm Water Utility
Name of Fund (i.e. General Fund)

AGENCY: Parks, Arts and Recreation
Name of Department

ACCOUNTING UNIT: 318010

AVAILABLE: 61225 – Mowing Contract - \$147,648.81
Account Code, Description, and amount available

STAFF CONTACT: Duane Strawn

VENDOR NUMBER: 11707

VENDOR NAME: Terracare Associates

CONTINGENCY: _____

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: EPIC
Name of Fund (i.e. General Fund)

AGENCY: Parks, Arts and Recreation
Name of Department

ACCOUNTING UNIT: 313211

AVAILABLE: 61225 – Mowing Contract - \$200,417
Account Code, Description, and amount available

STAFF CONTACT: Duane Strawn

VENDOR NUMBER: 11707

VENDOR NAME: Terracare Associates

CONTINGENCY: _____



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

COMMUNICATION

File Number: 20-10007

File ID: 20-10007

Type: Agenda Item

Status: Consent Agenda

Version: 1

Reference:

In Control: Parks & Recreation

File Created: 05/20/2020

File Name: 2020 Terracare Associates - Mowing Contract - EPIC Central

Final Action:

Title: Price Agreement for landscape maintenance services at EPIC Central from Terracare Associates, LP (up to \$316,291.48 annually) for one year with the option to renew for (4) four additional one year periods totaling \$1,581,145.74, if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Notes:

Sponsors:

Enactment Date:

Attachments: Bid Tab - 20-10007 Terracare Landscape Maintenance.pdf, 20-10007 SWUT Oper Terracare Landscape Maintenance Central Park .doc, 20-10007 EPIC Oper Terracare Landscape Maintenance Central Park .doc

Enactment Number:

Contact:

Hearing Date:

Drafter:

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 20-10007



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

COMMUNICATION

File Number: 20-10007

File ID: 20-10007

Type: Agenda Item

Status: Consent Agenda

Version: 1

Reference:

In Control: Parks & Recreation

File Created: 05/20/2020

File Name: 2020 Terracare Associates - Mowing Contract - EPIC Central

Final Action:

Title: Price Agreement for landscape maintenance services at EPIC Central from Terracare Associates, LP (up to \$316,291.48 annually) for one year with the option to renew for (4) four additional one year periods totaling \$1,581,145.74, if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Notes:

Sponsors:

Enactment Date:

Attachments: Bid Tab - 20-10007 Terracare Landscape Maintenance.pdf, 20-10007 SWUT Oper Terracare Landscape Maintenance Central Park .doc, 20-10007 EPIC Oper Terracare Landscape Maintenance Central Park .doc, COMMUNICATION

Enactment Number:

Contact:

Hearing Date:

Drafter:

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 20-10007



Legislation Details (With Text)

File #: 20-9975 **Version:** 1 **Name:** Construction Contract with Scott Dennett Construction, LC for new parking lot for the Summit
Type: Ordinance **Status:** Consent Agenda
File created: 5/11/2020 **In control:** Engineering
On agenda: 6/2/2020 **Final action:**

Title: Construction Contract with Scott Dennett Construction, LC for a new parking lot for the Summit at the northwest corner of Warrior Trail and Esplanade in the amount of \$280,147.88 through a national interlocal agreement with TIPS; a third party construction testing contract for CMJ Engineering in the amount of \$8,019; 5% construction contingency of \$14,007 for a total project cost of \$302,173.88

Sponsors:

Indexes:

Code sections:

Attachments: [Summit Parking.pdf](#)

Date	Ver.	Action By	Action	Result
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From

max

Title

Construction Contract with Scott Dennett Construction, LC for a new parking lot for the Summit at the northwest corner of Warrior Trail and Esplanade in the amount of \$280,147.88 through a national interlocal agreement with TIPS; a third party construction testing contract for CMJ Engineering in the amount of \$8,019; 5% construction contingency of \$14,007 for a total project cost of \$302,173.88

Presenter

Andy Henning, Senior Building and Construction Projects Manager

Recommended Action

Approve

Analysis

Due to the forthcoming EpicCentral development work that will displace a minimal amount of existing parking for The Summit, a new parking lot was identified for consideration by City Staff due to the increased demand for parking during special events within EpicCentral. The location of the additional parking was also considered for the benefit it could provide to PlayGrand Adventures during peak times requiring overflow parking.

To date, the City has approved award of a design services contract to Cobb Fendley Engineering in the amount of \$25,485 (including a reimbursable expenses allowance of \$500) for turnkey design of all scopes of work associated with the parking.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative

purchasing program with another local government or local cooperative organization. In lieu of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency. The City of Grand Prairie has master interlocal cooperative agreements with various entities including The Interlocal Purchasing System (TIPS).

TIPS is able to save money by pooling the impressive purchasing power of their members, which include hundreds of school districts, municipalities, counties, other local governments, and nonprofits across Texas. They use the power of numbers as leverage to get better prices with the same vendors we use now.

The construction services will be purchased directly from Scott Dennett Construction, LC through their TIPS contract #181101 for Job Order Contracting, effective January 31, 2019 and set to expire January 31, 2021.

This item was taken to the Finance and Government Committee on June 2, 2020 for their review and recommendation for approval.

Financial Consideration

Funding for a new parking lot for the Summit at the northwest corner of Warrior Trail and Esplanade, in the amount of \$302,174, is available in the Street Capital Projects Fund (400192) WO #02014903(Warrior Trl Summit Parking)

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 400192 / 02014903
 Project Title: Warrior Trl Summit Parking
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Prof Services (61041)	\$10,000	\$0	\$0	\$0	\$10,000
Construction (68540)	\$475,000	\$0	\$0	\$0	\$475,000
Eng/Geo/Con (68560)	\$15,000	\$0	\$0	\$0	\$15,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$500,000	\$0	\$0	\$0	\$500,000



Legislation Details (With Text)

File #: 20-10028 **Version:** 1 **Name:** Contract for hazardous materials response services from US Ecology

Type: Agenda Item **Status:** Consent Agenda

File created: 5/25/2020 **In control:** Environmental Services

On agenda: 6/2/2020 **Final action:**

Title: Contract for hazardous materials response services from US Ecology for one year in an amount not to exceed \$45,000, with the option to renew for ----four additional one-year periods totaling \$225,000 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms

Sponsors:

Indexes:

Code sections:

Attachments: [20096 - CC EXHIBIT \(003\).pdf](#)

Date	Ver.	Action By	Action	Result
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From

Cindy Mendez, Environmental Quality Manager

Title

Contract for hazardous materials response services from US Ecology for one year in an amount not to exceed \$45,000, with the option to renew for four additional one-year periods totaling \$225,000 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms

Presenter

Cindy Mendez, Environmental Quality Manager

Recommended Action

Approve

Analysis

This contract will be used for responding to potentially hazardous incidents, accidents, or bio-terrorism threats on or along rights of way around or in the city limits of Grand Prairie or its extended territorial jurisdictions. The services associated with hazardous materials emergency response and related tasks include environmental cleanup, decontamination, spill control, containment, removal, environmental monitoring, sampling, analysis, transportation, reporting, and final disposition of hazardous and non-hazardous materials.

Notice of Request for Proposals # 20096 was viewed by 16 vendors. Four proposals were evaluated. There was 1 Grand Prairie vendor available for this commodity. The Grand Prairie vendor was selected.

The proposal received from US Ecology meets specifications and is recommended for award as the best value for the city. The contract will be for one year with the option to renew for four, one-year periods.

Financial Consideration

Funds are available in the FY 2019/2020 Waster Wastewater Fund (303010) account 61205 and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.

Hazardous Material Emergency Response Services

RFB #20096

TABULATION

		Bid Tabulation		Allied Intl Emergency Ft Worth	Lone Star Hazmat Tyler	Protect Environmental Haltom City	US Ecology Grand Prairie
		HazMat Emergency Response RFB # 20096					
Labor Discount				10%	5%	5%	10%
Material Discount				7%	5%	5%	10%
Equipment Discount				10%	5%	5%	10%
Sub-Contractings discount				cost +16%	0%	5%	cost +10%
Scenario Pricing #1	1.00	job	\$	7,965.62	\$ 19,562.00	\$ 14,748.00	\$ 10,143.50
Scenario Pricing #2	1.00	job	\$	5,425.40	\$ 2,230.00	\$ 1,696.25	\$ 3,048.60
Scenario Pricing #3	1.00	job	\$	4,267.32	\$ 3,900.00	\$ 1,832.75	\$ 2,277.00
Total Scenario Pricing			\$	17,658.34	\$ 25,692.00	\$ 18,277.00	\$ 15,469.10

SCORECARD

		Evaluation Score Card		Allied Intl Emergency Ft Worth	Lone Star Hazmat Tyler	Protect Environmental Haltom City	US Ecology Grand Prairie
		Haz Mat Emergency Respon RFB # 20096					
Evaluation Criteria	Maximum Score			Score	Score	Score	Score
Price	50.00			43.80	30.10	42.32	50.00
Qualifications	25.00			15.00	5.00	15.00	15.00
References	10.00			8.00	10.00	10.00	9.20
Past experience with the City of Grand Prairie or another municipality	10.00			10.00	10.00	10.00	10.00
Local Business Presence	5.00			0.00	0.00	0.00	5.00
Total	100.00			76.80	55.10	77.32	89.20



Legislation Details (With Text)

File #:	20-10021	Version:	1	Name:	Professional Engineering Services Contract with Pacheco Koch Consulting Engineers, Inc. for 2 projects (Skyway Dr and Small St) from the WWST Master Plan
Type:	Agenda Item	Status:			Consent Agenda
File created:	5/22/2020	In control:			Engineering
On agenda:	6/2/2020	Final action:			
Title:	Professional Engineering Services Contract with Pacheco Koch Consulting Engineers, Inc. for Wastewater Design Services from the Wastewater Master Plan in the not to exceed amount of \$35,987.50				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	W.O. 620.114.pdf				

Date	Ver.	Action By	Action	Result
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From
max

Title
Professional Engineering Services Contract with Pacheco Koch Consulting Engineers, Inc. for Wastewater Design Services from the Wastewater Master Plan in the not to exceed amount of \$35,987.50

Presenter
Gabe Johnson, Director of Public Works

Recommended Action
Approve

Analysis
Project scopes were outlined in the Wastewater Master Plan prepared for the City of Grand Prairie by RPS Group, dated December 2017 and included as part of the approved Wastewater Capital Improvements budget for FY20.

The proposed improvements from the Wastewater Master Plan are to replace existing gravity wastewater mains with larger mains to alleviate capacity issues. The services to be provided for this project include project management, development of conceptual, preliminary and final construction plans and special specifications, bid phase services, limited construction administration services, and topographic field survey.

The current request is for wastewater design services will include a segment from the south end of Skyway Drive beginning just north of Astar Lane and continuing south approximately 500 feet to the elevated storage tank and a segment beginning in the westbound lanes of Arkansas Lane just east of Aviation Parkway and

extends north approximately 760 linear feet north.

Financial Consideration

Funding for a Professional Engineering Services Contract with Pacheco Koch Consulting Engineers, Inc. for Wastewater Design Services from the Wastewater Master Plan in the not to exceed amount of **\$35,988** is available in Wastewater Capital Projects Fund (500692) WO #02011401 (FY20 Consultant Sup WWST Mast)

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

Fund/Activity Account: 500692 / 02011401
 Project Title: FY20 Consultant Sup WWST Mast
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Prof Eng Services 61041	\$100,000	\$10,000	\$0	\$10,000	\$100,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$100,000	\$10,000	\$0	\$10,000	\$100,000



Legislation Details (With Text)

File #:	20-10022	Version:	1	Name:	GP Memorial Gardens Purchase of Markers - Matthews, Memorial Monuments and Family Bronze
Type:	Agenda Item	Status:			Consent Agenda
File created:	5/22/2020	In control:			Parks & Recreation
On agenda:	6/2/2020	Final action:			

Title: Purchase of monuments and accessories offered for resale by Grand Prairie Memorial Gardens with Matthews International Corp. in an annual amount not to exceed \$100,000; Memorial Monuments, Inc. in an annual amount not to exceed \$100,000; and Family Bronze, LLC. in an annual amount not to exceed \$60,000, each for one year with up to four additional one-year periods cumulatively totaling approximately \$1,300,000; authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Sponsors:

Indexes:

Code sections:

Attachments: [20-10022 Grand Prairie Memorial Gardens Marker Resale .pdf](#)

Date	Ver.	Action By	Action	Result
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From

Gary Yakesch, Assistant Director of Parks Finance

Title

Purchase of monuments and accessories offered for resale by Grand Prairie Memorial Gardens with Matthews International Corp. in an annual amount not to exceed \$100,000; Memorial Monuments, Inc. in an annual amount not to exceed \$100,000; and Family Bronze, LLC. in an annual amount not to exceed \$60,000, each for one year with up to four additional one-year periods cumulatively totaling approximately \$1,300,000; authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Presenter

Duane Strawn, Director of Parks, Arts and Recreation

Recommended Action

Approve

Analysis

Monuments (grave markers) are purchased by the City for customers at Grand Prairie Memorial Gardens; these monuments (grave makers) are procured and used exclusively for subsequent retail sales. Customers seeking to acquire a monument (grave marker) and any other related accessory, such as a monument plaque or other monument accessory, will obtain cemetery guidelines as it relates to these monuments. Cemetery staff coordinates design and layout of each monument individually and will procure the special order monument

from the selected vendor. Monuments offered for resale are priced accordingly to prevailing market rates and the costs are fully recovered at the time of resale.

Local government code 252 provides an exemption from the competitive bid process when the goods purchased by a municipality are for subsequent retail sale by the municipality.

City Council authorization is required due to this expenditure surpassing \$50,000. If approved, City staff will be authorized to make purchases of the specified goods/services for subsequent retail sales, as authorized by the Texas Local Government Code, so long as Council continues to appropriate funds and approve those future year's budgets for these resale items.

Financial Consideration

Resale expenses are recuperated during the subsequent retail sale. Funding is provided in the FY 2019/2020 Cemetery Fund (316210-60690). Funding for future fiscal years will be paid from that year's approved budgets so long as Council continues to appropriate funds and approve those future year's budgets for these resale items.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Grand Prairie Memorial Gardens
Name of Fund (i.e. General Fund)

AGENCY: Parks, Arts and Recreation
Name of Department

ACCOUNTING UNIT: 316210

AVAILABLE: 60690 – Marker Cost - \$212,500
Account Code, Description, and amount available

STAFF CONTACT: Duane Strawn

VENDOR NUMBER: 19439 – Family Bronze LLC
2439 – Matthews International Corp.
2559 – Memorial Monuments Inc.

VENDOR NAME: 19439 – Family Bronze LLC
2439 – Matthews International Corp.
2559 – Memorial Monuments Inc.

CONTINGENCY: _____



Legislation Details (With Text)

File #: 20-10026 **Version:** 1 **Name:** Change Order/Amendment No. 2 with Hill & Wilkinson General Contractors in the amount of \$109,179.10 for City Hall Municipal Campus Phase Two Additional Construction Work

Type: Agenda Item **Status:** Consent Agenda

File created: 5/22/2020 **In control:** Engineering

On agenda: 6/2/2020 **Final action:**

Title: Change Order/Amendment No. 2 with Hill & Wilkinson General Contractors for the City Hall Municipal Campus Phase Two construction work in the amount of \$109,179.10 for electrical coordination and necessary code upgrades, landscape/civil adjustments, HVAC diffuser length changes and new fire alarm strobes

Sponsors:

Indexes:

Code sections:

Attachments: [620.26 CH 2.pdf](#)

Date	Ver.	Action By	Action	Result
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From

max

Title

Change Order/Amendment No. 2 with Hill & Wilkinson General Contractors for the City Hall Municipal Campus Phase Two construction work in the amount of \$109,179.10 for electrical coordination and necessary code upgrades, landscape/civil adjustments, HVAC diffuser length changes and new fire alarm strobes

Presenter

Andy Henning, Senior Building and Construction Projects Manager

Recommended Action

Approve

Analysis

On June 4, 2019 the City Council awarded the Construction Manager at Risk (CMAR) contract to Hill & Wilkinson General Contractors (19-9024) 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. 2 in the amount of \$109,179.10 is divided as follows:

\$7,980.98 for electrical panel LA-4 coordination with existing conditions

\$94,410.97 for electrical upgrades of existing equipment in order to meet all code requirements

\$528.84 for minor adjustments to landscape and civil engineering designs to coordinate both scopes

\$2,706.35 for change in length of HVAC slot diffusers required to allow proper air flow

\$3,551.96 for replacement of existing fire alarm strobes in City Hall West in order to allow new overall fire alarm system for all three (3) connected City Hall buildings to communicate seamlessly and report appropriately to the Grand Prairie Fire Department

Change Order/Amendment No. 1 in the amount of \$6,215,173 was approved by City Council on December 17, 2019 (19-9613) and represented the Guaranteed Maximum Price (GMP) for the scope of work defined in the Rouch Architects Construction Documents package as competitively bid by Subcontractors to Hill & Wilkinson General Contractors. 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 an asbestos remediation allowance (\$30,000); 5% contingency (\$310,759); allowance for FF&E (\$1,200,000); allowance for IT/data design and installation (\$95,000); allowance for A/V equipment (\$200,000); allowance for door access and security systems (\$95,000); allowance for Oncor Electric power line relocation (\$125,000); plus an allowance for construction testing (\$25,000), all of which total the overall project budget of \$8,295,932.

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 **\$6,324,352.10**. Percentage of change orders including the current Change Order/Amendment No. 1 is 1.76%.

This item was taken to the Finance and Government Committee on June 2, 2020 for their review and recommendation for approval.

Financial Consideration

Funding for change order/amendment no. 2, in the amount of \$109,179, is available in the Municipal Facilities Capital Projects Fund (405090) WO #02002603 (Municipal Complex Ph II) PO 413519 contingency.

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 405090 / 02002603
 Project Title: Municipal Complex Ph II
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Prof Eng (61041)	\$23,560	\$0	\$0	\$0	\$23,560
Enviro Remediation (61205)	\$45,101	\$1,462	\$0	\$0	\$45,101
Bldgs/Grounds Maint (63010)	\$5,000	\$2,007	\$0	\$2,007	\$5,000
Traffic Sign Maint (63125)	\$1,450	\$1,450	\$0	\$0	\$1,450
FFE (68290)	\$1,200,000	\$1,200,000	\$0	\$1,200,000	\$1,200,000
Construction (68540)	\$6,595,632	\$20,445	\$0	\$20,445	\$6,595,632
Eng/Con/Geo (68560)	\$40,707	\$21,051	\$0	\$21,051	\$40,707
Security (68380)	\$93,550	\$1,359	\$0	\$1,359	\$93,550
IT (68410)	\$295,000	\$2,016	\$0	\$2,016	\$295,000
TOTAL	\$8,300,000	\$1,249,790	\$0	\$1,246,878	\$8,300,000



Legislation Details (With Text)

File #: 20-10027 **Version:** 1 **Name:** Change Order/Amendment No. 5 with Modern Contractors for Fleet Service Center Additions and Renovations (Phase Two)

Type: Agenda Item **Status:** Consent Agenda

File created: 5/22/2020 **In control:** Engineering

On agenda: 6/2/2020 **Final action:**

Title: Change Order/Amendment No. 5 with Modern Contractors for Fleet Services Center Additions and Renovations (Phase Two) in the amount of \$176,052.11 for plumbing additions and deletions, adjustment of construction manager contract costs, electrical work for EV charging stations, structural additions, expansion of new concrete parking/sidewalk surface, extended irrigation, mechanical/electrical coordination, added door hardware, fire extinguishers, soil chemical injection, protective bollards and millwork revisions.

Sponsors:

Indexes:

Code sections:

Attachments: [618.169 WO.pdf](#)

Date	Ver.	Action By	Action	Result
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From

max

Title

Change Order/Amendment No. 5 with Modern Contractors for Fleet Services Center Additions and Renovations (Phase Two) in the amount of \$176,052.11 for plumbing additions and deletions, adjustment of construction manager contract costs, electrical work for EV charging stations, structural additions, expansion of new concrete parking/sidewalk surface, extended irrigation, mechanical/electrical coordination, added door hardware, fire extinguishers, soil chemical injection, protective bollards and millwork revisions.

Presenter

Andy Henning, Senior Construction and Projects Manager

Recommended Action

Approve

Analysis

On August 7, 2018 (18-8084) the City Council awarded the Construction Manager at Risk (CMAR) contract to Modern Contractors for pre-construction services in the amount of \$1,000. 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. 5 in the amount of \$176,052.11 is divided as follows:
\$4,907.09 for change from 1 ½” to 2 ½” double check valve with freeze protection cavity wall

-\$7,785.00 credit for removal of oil/water separator
\$9,961.24 for construction manager overhead/profit percentages not included in prior change orders
\$7,359.61 for electric vehicle charging equipment and final electrical connections
\$23,956.72 for structural additions for hose reels, ceiling fan support and guard rails
\$545.57 for roof drain washout pit
\$63,324.22 for expansion of new concrete parking at northeast corner of site
\$2,961.95 for added irrigation to support new grass area installed
\$2,684.17 for ground-fault circuit interrupter (GFCI) breakers for new appliances per City inspector
\$702.90 for mechanical ductwork modifications at storage mezzanine to cap previous routing
\$792.77 for added door closer hardware
\$546.20 for four (4) fire extinguishers per Fire Marshal direction
\$52,782.92 for soil chemical injection at southwest corner of service bays where heaving occurred
\$8,474.00 for new sidewalk location necessary to coordinate with expanded new entry gate fencing
\$1,820.66 for eight (8) new bollards proposed to protect new entry gate opening widths
\$3,017.09 for millwork adjustments to allow for additional seating positions and coordination with an ice and water machine obtained for the facility

Current Change Order/Amendment No. 4 in the amount of \$42,378.86 was approved by City Council on December 17, 2019 (19-9604) and represented the following:

\$770.00 for added data drops to coordinate with furniture layout
\$1,037.00 for new hollow metal frame and glazing at existing service bay office
\$714.00 for three (3) new lay-in LED light fixtures for the IT room
\$2,920.00 for four (4) fire-rated access panels as requested by city inspector per code requirements
\$2,344.00 for additional ceramic tile in corridor A118 and assembly area A139
\$2,835.00 for added conduit pathway for city fiber
\$2,319.00 for additional steel lintel and brick masonry at outside corner of roof parapet
\$29,439.86 for electrical service to parking area designated for electric fleet vehicle charging

Change Order/Amendment No. 3 in the amount of \$216,603.44 was approved by City Council on November 5, 2019 (19-9514) and represented the following:

\$18,465.00 for added roof parapet wall framing and coping cap due to existing unforeseen condition above new main entry location
\$5,580.00 for added structural steel framing and required masonry lintel near northwest entry
\$2,305.00 for added steel support angle
\$5,670.00 for increased roof insulation thickness and mechanical curb extension
\$176,088.44 for relocation and reconstruction of the Environmental Services hazardous materials holding area which is currently located on site at the Fleet Services Center
\$600.00 for a new hose bib to replace the existing broken hose bib
\$7,895.00 for removal and replacement of existing exterior hollow metal frame and door along with added concrete steps and curb for improved access

Change Order/Amendment No. 2 in the amount of \$171,170.06 was approved by City Council on August 6, 2019 (19-9197) and represented the following:

\$856.96 for removal of existing single phase transformer
\$650.00 for addition of 6" double cleanout as requested by City
\$1,894.66 for security lighting during construction due to increased occurrence of theft at other construction sites across the City
\$2,545.00 for wall construction change in the men's locker room area for enhanced durability and provision of insulation

\$2,635.00 for added millwork areas within the office expansion
-\$5,435.00 credit for signage removal and plumbing reduction associated with Architect's Supplemental Instructions (ASI) 03
-\$1,921.20 credit for reimbursement of emergency City fiber cabling repair cut by contractor
-\$1,500.00 credit for change in trench drain manufacturer/supplier to match phase one construction
\$141,340.74 for two (2) 10 ton 40' span cranes for the new service bay area along with concrete foundation adjustments and additions
\$3,620.00 for truck wash platform rework adjacent to concrete masonry south wall
-\$2,500.00 credit for deletion of sewage ejector equipment
\$7,200.00 for added fire alarm provisions as required by code
\$4,300.00 for upgrade of office blinds from aluminum to faux wood for durability
\$17,483.90 for coordination with final drawing revisions per ASI 06

Change Order/Amendment No. 1 in the amount of \$5,471,711 was approved by City Council on December 11, 2018 (18-8482) and represented the Guaranteed Maximum Price (GMP) for the scope of work defined in the Magee Architects Construction Documents package as competitively bid by Subcontractors to Modern Contractors.

Items applicable to performance by the Construction Manager at Risk (CMAR) will be incorporated into the current Modern Contractors contract for a revised total contract in the amount of **\$6,078,915.47**. Percentage of Change Orders/Amendments including the current is 11.08% of the original contract.

This item was taken to the Finance and Government Committee on June 2, 2020 for their review and recommendation for approval.

Financial Consideration

Funding for Change Order/Amendment No. 5 with Modern Contractors for Fleet Services Center Additions and Renovations (Phase Two), in the amount of \$176,053, is available in Municipal Facilities Capital Project Fund (405090) WO #01816901-03 (General Service Center Phase II)

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 405090 / 01816901-03
 Project Title: General Service Center Phase II
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Small FFE (60530)	\$75,000	\$20,609	\$0	\$20,609	\$75,000
Bldg Security - 01 (61560)	\$20,076	\$0	\$0	\$0	\$20,076
Bldgs & Grounds Maint (63010)	\$20,000	\$93	\$0	\$93	\$20,000
FFE (68290)	\$342,400	\$100,923	\$0	\$100,923	\$342,400
Security Equip (68380)	\$99,949	\$0	\$0	\$0	\$99,949
Data Proc Equip (68410)	\$36,248	\$0	\$0	\$0	\$36,248
Construction -01 (68540)	\$6,078,826	\$176,053	\$0	\$176,053	\$6,078,826
Eng/Con/Geo (68560)	\$525,825	\$0	\$0	\$0	\$525,825
TOTAL	\$7,198,324	\$297,678	\$0	\$297,678	\$7,198,324



Legislation Details (With Text)

File #: 20-9998 **Version:** 1 **Name:** Board and Commission Appointments
Type: Agenda Item **Status:** Consent Agenda
File created: 5/18/2020 **In control:** City Secretary
On agenda: 6/2/2020 **Final action:**
Title: Board and Commission Appointments
Sponsors:
Indexes:
Code sections:
Attachments: [Fletcher Application](#)
[Olson Application](#)

Date	Ver.	Action By	Action	Result
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From
Cathy DiMaggio

Title
Board and Commission Appointments

Presenter
Cathy DiMaggio, City Secretary

Recommended Action
Approve

Analysis
Council Member Humphreys is nominating Keith Fletcher for the Public Health Advisory Committee. Mayor Pro Tem Giessner is nominating Paul Olson to the Public Health Advisory Committee. Applications are attached.

Financial Consideration
NA

Board/Commission Candidate Application

The information contained in this application will become public record. Any false information given will be grounds for removal from boards and commissions.

Name Keith Fletcher
Home Address 1327 Lake Forest Dr., Grand Prairie, TX (Zip) 75052
Occupation Director at PR/Marketing firm
Employer LDWW Group
Employer Address 1444 Oak Lawn Ave. Suite 119 Dallas 75207
Home Phone 817.475.9569 Business Phone _____
Email address: Keith.fletcher.tx@gmail.com

Resident of city for 13 years. I live in city council district number 6
(5th generation citizen of G.P.)

Board or Commission Applying for: (List top 3 choices)

1. Park Board
2. Housing + Community Improvement Commission
3. Public Health Advisory Committee

Have you ever been a member of a Grand Prairie Board or Commission? If so, indicate your previous appointment and approximate dates of service: _____

N/A

Special knowledge, education, experience, interest or other information applicable to the board(s) for which you are applying (you may attach a resume or include additional information on a separate sheet):

20 years in media business, currently in PR/Marketing;
on Board of Trustees for Calvary Baptist Church

Applicant Signature Keith Fletcher
Date May 24, 2019

Return to: City Secretary
City of Grand Prairie
P.O. Box 534045
Grand Prairie, TX 75053-4045
Phone: 972-237-8035
Fax: 972-237-8088
E-mail: cdimaggio@gptx.org

KEITH FLETCHER

Grand Prairie, TX · 817.475.9569

Keith.Fletcher.TX@Gmail.com

Communicator and storyteller with words and visual images. More than 20 years in newsrooms, network TV production, PR and marketing, surrounded by a creative culture. Strong internal, external and social media messaging. Lead voice and manager for complex projects and multi-camera telecasts.

EXPERIENCE

- JANUARY 2018 – CURRENT**
DIRECTOR, LDWW GROUP – 1444 OAK LAWN AVE., DALLAS, TX
News Bureau Chief: Content mining and creation for clients, identifying the news landscape and trends for targeted content messaging | Assist in brand marketing and communication strategy | Creative content producer, videographer and editor.
- JULY 2003 – SEPTEMBER 2017**
PRODUCER/REPORTER, FOX SPORTS SOUTHWEST – 100 E. ROYAL LN., IRVING, TX
Produced more than 1500 programs for Regional or National broadcast, more than 400 live telecasts | Poised, confident, collaborative leader of production staff | Integrated with sales, marketing and media relations initiatives and network image campaigns.
- AUGUST 1990 - CURRENT**
MEDIA PROFESSIONAL, FREELANCE
Voiceover talent for commercials, TV features | Creative producer/editor | TV guest analyst

EDUCATION

- BACHELOR OF SCIENCE, BROADCAST JOURNALISM**
UNIVERSITY OF NORTH TEXAS – DENTON, TEXAS
Double minor: English and Political Science | GPA: 3.1

SKILLS

- Content creation (Broadcast, digital, social)
- Marketing and branding
- Complex project management
- Creative image/identity video
- Adobe editing & creative (Premiere, Audition, Photoshop, Illustrator, others)
- AP and creative writing
- Sound editorial judgment

COMMUNITY LEADERSHIP

- Guest speaker: Grand Prairie ISD, Tarrant County College
- Board of Trustees & Deacon: Calvary Baptist Church (Grand Prairie)
- Big Event volunteer (City of Grand Prairie)

PERSONALLY

- Have traveled to 40 U.S. states and 20 foreign countries around the world, including a country that no longer exists
- Interest in genealogy; have assisted adoptees in successfully finding birth parents

Board/Commission Candidate Application

The information contained in this application will become public record. Any false information given will be grounds for removal from boards and commissions.

Name PAUL OLSON
Home Address 5828 LORENZO DR., Grand Prairie, TX (Zip) 75052
Occupation SALES MGR.
Employer Net Via Group, LLC
Employer Address 230 TRAY Lane, Irving TX 75061
Home Phone 817 266 8833 Business Phone 972 573 1362
Email address: MPO-texas@sbcglobal.net
Resident of city for 15 years. I live in city council district number 4

Board or Commission Applying for: (List top 3 choices)

1. Public Health Advisory
2. Planning & Zoning
3. Civil Service

RECEIVED

JUN 12 2019

City Manager's Office
City of Grand Prairie

Have you ever been a member of a Grand Prairie Board or Commission? If so, indicate your previous appointment and approximate dates of service: Public Health Advisory Committee

July 2016 - July 2019

Special knowledge, education, experience, interest or other information applicable to the board(s) for which you are applying (you may attach a resume or include additional information on a separate sheet):

Business, Sales, Environmental Services related positions for over 30+ years, Member LPA Disability Organization

Applicant Signature

Paul Olson

Date 6/10/19

Return to: City Secretary
City of Grand Prairie
P.O. Box 534045
Grand Prairie, TX 75053-4045
Phone: 972-237-8035
Fax: 972-237-8088
E-mail: cdimaggio@gptx.org



Legislation Details (With Text)

File #: 20-10014 **Version:** 1 **Name:** Tahoe Purchase - Ordinance Amend FY2020
Type: Ordinance **Status:** Consent Agenda
File created: 5/21/2020 **In control:** Police
On agenda: 6/2/2020 **Final action:**
Title: Ordinance amending the FY 2019/2020 Red Light Safety Fund, in the amount of \$484,608; for the purchase of eight Police Pursuit Chevrolet Tahoe fleet vehicles from Freedom Chevrolet in the amount of \$279,808, through the an Interlocal Agreement with Tarrant County; and the purchase of related emergency vehicle equipment in the amount of \$204,800, through various existing Interlocal Agreements; and the purchase of three additional Police Pursuit Tahoes in the amount of \$104,928 through an Interlocal Agreement with Tarrant County, funded in the FY 2020 Risk Fund budget

Sponsors:

Indexes:

Code sections:

Attachments: [Risk Fund Tahoe Purchase.pdf](#)
[FS Redlight Safety Fund 2021](#)

Date	Ver.	Action By	Action	Result
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From

Fred Bates, Jr.

Title

Ordinance amending the FY 2019/2020 Red Light Safety Fund, in the amount of \$484,608; for the purchase of eight Police Pursuit Chevrolet Tahoe fleet vehicles from Freedom Chevrolet in the amount of \$279,808, through the an Interlocal Agreement with Tarrant County; and the purchase of related emergency vehicle equipment in the amount of \$204,800, through various existing Interlocal Agreements; and the purchase of three additional Police Pursuit Tahoes in the amount of \$104,928 through an Interlocal Agreement with Tarrant County, funded in the FY 2020 Risk Fund budget

Presenter

Daniel Scesney, Chief of Police, Ryan Simpson, Support Services Division Manager, Police Department, and Jayson Ramirez, Fleet Services Manager, Finance Department

Recommended Action

Approve

Analysis

The Police Department has proposed to purchase 36 2021 Chevrolet Tahoes in the FY 2021 budget, to replace existing, aging Chevrolet Tahoes. Due to COVID-19 and a new body style for the 2021 model year, the Department does not expect to receive any of the new 2021 model year Tahoes until summer of 2021. To avoid placing a strain on the Department’s fleet due to these delays, the Department is seeking to purchase 11 remaining 2020 model year Tahoes that are currently in stock at a dealership contracted by Tarrant County.

Three of the proposed Tahoes will be funded by the Risk Fund to replace three existing Tahoes that were lost due to accident damage.

The remaining eight proposed Tahoes will reduce the planned FY 2021 Tahoes purchase count to 28. In the event the Department has an unplanned need to replace additional Tahoes this fiscal year, due to accident damage, that number of Tahoes will be added back to the planned FY 2021 purchase count.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In lieu of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency. The City of Grand Prairie has a master inter-local cooperative agreement Tarrant County, for the purchase of the Chevrolet Tahoes and related emergency vehicle equipment.

The Finance and Government Committee reviewed this item on June 2, 2020 for their approval and recommendation.

Financial Consideration

Funding for the purchase of eight police units and related equipment, in the amount of \$484,608, is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Red Light Safety Fund. Funding will be reimbursed from the FY 2019/2020 Risk Fund budget, for unplanned replacements due to accident damage. Funding for the remainder at the end of the fiscal year will be reimbursed by both the FY 2021 General Fund and the FY 2021 Equipment Acquisition Fund budgets. Funding for the purchase of three police units, in the amount of \$104,928 is available in the FY 2019/2020 Risk Fund budget.

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2019/2020 RED LIGHT SAFETY FUND BY TRANSFERRING AND APPROPRIATING \$484,608 FROM THE UNOBLIGATED FUND BALANCE IN THE RED LIGHT SAFETY FUND FOR THE PURCHASE OF POLICE UNITS AND RELATED EQUIPMENT

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

SECTION 1. That the FY 2019/2020 Red Light Safety Fund be amended by transferring and appropriating \$484,608 from the unobligated fund balance for the purchase of police units and related equipment.

SECTION 2. That the FY 2019/2020 Risk Fund, the FY 2020/2021 General Fund and the FY 2020/2021 Equipment Acquisition Fund will reimburse the Red Light Safety Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 2ND DAY OF JUNE, 2020.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Risk Fund

AGENCY: Police Department

ACCOUNTING UNIT: 212110

AVAILABLE: 64010, Auto Related Losses, \$336,308
Account Code, Description, and amount available

STAFF CONTACT: Ryan Simpson

VENDOR NAME: Freedom Chevrolet

**CITY OF GRAND PRAIRIE
RED LIGHT SAFETY
2019/2020**

	<u>2019/2020 APPR/MOD</u>
Beginning Resources	\$2,609,718
Approved Revenues	0
TOTAL REVENUES	<u>\$0</u>
Reserve for encumbrance	\$22,088
TOTAL RESOURCES	<u><u>\$2,631,806</u></u>
Approved Expenditures	0
TOTAL EXPENDITURES	<u>\$0</u>
Below the Line One Time Expenses	\$22,088
Add: Police Units and Related Equipment	484,608
TOTAL APPROPRIATIONS	<u><u>\$506,696</u></u>
Ending Resources	<u><u>\$2,125,110</u></u>



Legislation Details (With Text)

File #:	20-10016	Version:	1	Name:	License Plate Detection Camera Purchase
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	5/21/2020	In control:		In control:	Police
On agenda:	6/2/2020	Final action:		Final action:	

Title: Ordinance amending the FY 2019/2020 Red Light Safety Fund in the amount of \$336,265, for the purchase of 29 license plate recognition cameras in the amount of \$116,000 from Flock Safety for an initial two-year term, and three additional optional one-year terms at \$58,000 per year, totaling \$290,000, through a sole source purchase agreement; and the purchase of other traffic safety related equipment, in the amount of \$220,265; authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Sponsors:

Indexes:

Code sections:

Attachments: [20-10016 FS Redlight Safety Fund 2021](#)

Date	Ver.	Action By	Action	Result
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From

Fred Bates, Jr.

Title

Ordinance amending the FY 2019/2020 Red Light Safety Fund in the amount of \$336,265, for the purchase of 29 license plate recognition cameras in the amount of \$116,000 from Flock Safety for an initial two-year term, and three additional optional one-year terms at \$58,000 per year, totaling \$290,000, through a sole source purchase agreement; and the purchase of other traffic safety related equipment, in the amount of \$220,265; authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Presenter

Daniel Scesney, Chief of Police, and Ryan Simpson, Support Services Division Manager

Recommended Action

Approve

Analysis

The Police Department continues to seek additional technologies that expand the efficiency and effectiveness of its members to serve the citizens of Grand Prairie in the areas of community service and in the enforcement of traffic laws for the maintaining of public safety and a continued increase of the quality of life. The Department is seeking to add traffic enforcement related equipment with the technology that furthers this goal by multiplying its capacity to detect and investigate traffic-related, and other criminal offenses.

The Department is proposing to purchase 29 license plate detection cameras, with a two-year initial service contract, at a cost of \$116,000. These cameras will be installed at various locations throughout the city. Flock Safety offers solar powered cameras that will offer enhanced portability and flexibility when selecting installation locations.

The Department is also proposing to purchase additional surveillance cameras, speed detection devices, vehicle computer data extraction equipment, and mapping software at a combined one-time cost of \$281,600.

The Public Safety, Health and Environmental Committee reviewed this item on June 1, 2020 and recommended that it be forwarded to the City Council for approval.

The Finance and Government Committee reviewed this item on June 2, 2020 for their approval and recommendation.

Financial Consideration

Funding for the proposed traffic safety related equipment in the amount of \$336,265 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Red Light Safety Fund.

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020 RED LIGHT SAFETY FUND BY TRANSFERRING AND APPROPRIATING \$336,265 FROM THE UNOBLIGATED FUND BALANCE IN THE RED LIGHT SAFETY FUND FOR THE PURCHASE OF TRAFFIC SAFETY RELATED EQUIPMENT

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

SECTION 1. THAT THE FY 2020 Red light Safety Fund be amended by transferring and appropriating \$336,265 from the unobligated fund balance in the Red Light Safety Fund for the purchase of traffic safety related equipment.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON JUNE 2, 2020.

**CITY OF GRAND PRAIRIE
RED LIGHT SAFETY
2019/2020**

	<u>2019/2020 APPR/MOD</u>
Beginning Resources	\$2,609,718
Approved Revenues	0
TOTAL REVENUES	<u>\$0</u>
Reserve for encumbrance	\$22,088
TOTAL RESOURCES	<u><u>\$2,631,806</u></u>
Approved Expenditures	0
TOTAL EXPENDITURES	<u>\$0</u>
Below the Line One Time Expenses	\$22,088
Add: Police Units and Related Equipment	484,608
Add: Police License Plate Recognition Cameras	336,265
TOTAL APPROPRIATIONS	<u><u>\$842,961</u></u>
Ending Resources	<u><u>\$1,788,845</u></u>



Legislation Details (With Text)

File #: 20-9987 **Version:** 1 **Name:** Ordinance Amending Chapter 17 - Parking Near Mailboxes

Type: Ordinance **Status:** Consent Agenda

File created: 5/14/2020 **In control:** Police

On agenda: 6/2/2020 **Final action:**

Title: Ordinance amending Chapter 17, Offenses and Miscellaneous Provisions," Article I, "In General," by adding Section 17-32 "Parking Near Mailboxes During Specific Times"

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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From

Fred Bates, Jr.

Title

Ordinance amending Chapter 17, Offenses and Miscellaneous Provisions," Article I, "In General," by adding Section 17-32 "Parking Near Mailboxes During Specific Times"

Presenter

Steve Collins, Code Compliance Divisions Manager

Recommended Action

Approval

Analysis

The Code Compliance Division of the Police Department continues to review and evaluate the various ordinances in the City of Grand Prairie that provide for the safety and increased quality of life for all its citizens.

The Code Compliance Division has learned that several neighborhoods in the City have begun to experience instances where very important items, such as medication, meant for delivery by the United States Post Office have been impeded and met with delays due to vehicles being parked in front of mail boxes. Because the employees of the U. S. Post Office typically attempt to deliver mail between the hours of 8am and 5pm Monday through Saturday, staff seeks to create a 5 foot space between parked vehicles and the mailboxes for these deliveries.

The City Council Development Committee reviewed this item on recommended that it be forwarded to the City Council.

The Public Safety, Health, and Environment Committee reviewed this item on June 1st and recommended that it

be forwarded to the City Council.

Financial Consideration

None

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, AMENDING CHAPTER 17, “OFFENCES AND MISCELLANEOUS PROVISIONS” OF THE CODE OF ORDINANCES, THROUGH THE AMENDMENT OF ARTICLE I, IN GENERAL, SECTION 17-32, RELATIVE TO PARKING NEAR MAILBOXES DURING SPECIFIC TIMES; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A CUMULATIVE CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE; AND TO BECOME EFFECTIVE UPON PASSAGE, APPROVAL, AND PUBLICATION

WHEREAS, important items, such as necessary medication, are delivered to residents by the United States Post Office;

WHEREAS, vehicles parked in front of mail boxes can impede and delay mail delivery by the United States Post Office; and

WHEREAS, United States Postal Employees typically attempt delivery of mail between the hours of 8am and 5pm Monday through Saturday;

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

SECTION 1. That Section 17-31 of Chapter 17, “Offenses and Miscellaneous Provisions,” of the Code of Ordinances of the City of Grand Prairie, Texas, is hereby amended by adding the following:

“It is an offense to park within five (5) feet of a mailbox between the hours of 8:00am and 5:00pm. This law does not apply on Sundays.”

SECTION 2. That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas.

SECTION 3. That Chapter 17, “Offences and Miscellaneous Provisions,” of the Code of Ordinances of the City of Grand Prairie, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

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

SECTION 5. That this Ordinance shall be and become effective immediately upon and after its passage, approval and publication.

PASSED AND APPROVED this the 2nd day of June, 2020.



Legislation Details (With Text)

File #: 20-10024 **Version:** 1 **Name:** Ordinance; -LPAFA with TxDOT for GSW under I20
Type: Ordinance **Status:** Consent Agenda
File created: 5/22/2020 **In control:** Engineering
On agenda: 6/2/2020 **Final action:**
Title: Ordinance amending the FY2019/2020 Capital Improvement Projects Budget; Great Southwest Parkway improvements under Interstate 20 from Eastbound to Westbound frontage roads City Match with TxDOT LPAFA in the amount of \$711,374

Sponsors:

Indexes:

Code sections:

Attachments: [WO 618.81 STRT.pdf](#)

Date	Ver.	Action By	Action	Result
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From

max

Title

Ordinance amending the FY2019/2020 Capital Improvement Projects Budget; Great Southwest Parkway improvements under Interstate 20 from Eastbound to Westbound frontage roads City Match with TxDOT LPAFA in the amount of \$711,374

Presenter

Walter Shumac, Director of Transportation

Recommended Action

Approve

Analysis

The City of Grand Prairie is entering into a partnership agreement with TXDOT for Great Southwest Parkway improvements under Interstate 20 from EB to WB frontage roads. This work includes additional lane on Great Southwest Parkway in each direction under IH20 from EB to WB frontage roads. These improvements will reduce congestion at Great Southwest Parkway and IH20 interchanges without additional capacity on Great Southwest Parkway under IH-20, that the interchange will become more of a bottleneck; particularly with Great Southwest Parkway improvement to 6 lanes in each direction. These improvements will provide significant mobility enhancements within the corridor.

The overall project cost is \$3,512,130 of which \$2,126,400 is federally funded, \$674,355 is state funded and \$711,374 is locally funded.

Financial Consideration

City’s portion of the estimated \$3,512,130 cost of the project is about 20.25% (\$711,374). Funding agreement

calls for the city to pay \$186,060 upon execution and before construction.

Fund in the total amount of \$711,374 is available as follows;

1. \$450,000 is available in the Street Capital Project Fund (400192) WO #01808103 (Pavement Widening along GSW Pkwy under I20)
2. \$261,374 is available by appropriating and transferring from the unobligated fund balance of Street Capital Project Fund (400192) to WO #01808103 (Pavement Widening along GSW Pkwy under I20)

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2019/2020 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$261,374 FROM THE UNOBLIGATED FUND BALANCE IN THE STREET CAPITAL PROJECTS FUND (400192) TO WO #01808103 (PAVEMENT WIDENING ALONG GSW PKWY UNDER I20)

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

SECTION 1. THAT THE FY 2019/2020 Capital Improvement Projects Budget be amended by transferring and appropriating \$261,374 from the unobligated fund balance in the Street Capital Projects Fund (400192) to WO #01808103 (Pavement Widening along GSW Pkwy under I20)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, JUNE 2, 2020.

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

Fund/Activity Account: 400192 / 01808103

Project Title: Pavement Widening along GSW under I20

Current Request: \$261,374.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Contribution to other Gov 65214	\$450,000	\$450,000	\$261,374	\$711,374	\$711,374
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$450,000	\$450,000	\$261,374	\$711,374	\$711,374



Legislation Details (With Text)

File #: 20-10012 **Version:** 1 **Name:** 2020 Mountain Creek Lake Park Improvements
Type: Ordinance **Status:** Consent Agenda
File created: 5/21/2020 **In control:** Parks & Recreation
On agenda: 6/2/2020 **Final action:**
Title: Ordinance amending the FY 2019/2020 Capital Improvement Projects Fund; award a professional services contract with the Broussard Group, dba TBG Partners (TBG) in the amount of \$75,000 and approve a 5% contingency of \$3,750 for a total cost of \$78,750 for architectural services for Mountain Creek Lake Park Master Plan

Sponsors:

Indexes:

Code sections:

Attachments: [20-10012 -Mountain Creek Improvements.pdf](#)

Date	Ver.	Action By	Action	Result
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From

Steve Plumer, Senior Park Planner

Title

Ordinance amending the FY 2019/2020 Capital Improvement Projects Fund; award a professional services contract with the Broussard Group, dba TBG Partners (TBG) in the amount of \$75,000 and approve a 5% contingency of \$3,750 for a total cost of \$78,750 for architectural services for Mountain Creek Lake Park Master Plan

Presenter

Duane Strawn, Director of Parks, Arts and Recreation

Recommended Action

Approve

Analysis

On April 16, 2020, staff initiated negotiations with TBG Partners for Master Planning services for Mountain Creek Lake Park Master Plan. TBG has completed several projects for the City of Grand Prairie including the successful 2019 PlayGrand Adventures. The firm will evaluate the existing conditions of the park, manage public input process, and develop a conceptual master plan, and cost estimation of improvements for the park. This consultant has submitted a fee of \$75,000 for the project.

Once the conceptual master plan for Mountain Creek Lake Park is completed and construction elements determined, staff will solicit proposals/bids for the construction and completion of the requested elements. The award of the design and construction elements for Mountain Creek Lake Park will be brought forward for Council consideration at a future date.

The item was presented to the Finance and Government Committee on June 2, 2020 for their review and approval.

Financial Consideration

Funding for a professional services contract, in the amount of \$78,750, is available by approving an ordinance transferring and appropriating from the unobligated balance in the Parks Capital Projects Fund (317193) to WO #02015001 (Mountain Creek Improvements)

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2019/2020 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$78,750 FROM THE UNOBLIGATED FUND BALANCE IN THE PARKS CAPITAL PROJECTS FUND (317193) TO WO #02015001 (MOUNTAIN CREEK IMPROVEMENTS

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

SECTION 1. THAT the FY 2019/2020 Capital Improvement Projects Budget be amended by transferring and appropriating \$78,750 from the Parks Capital Projects Fund to WO #02015001 (Mountain Creek Improvements).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, JUNE 2, 2020.

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

Fund/Activity Account: 317193 - 02015001
 Project Title: Mountain Creek Improvements
 Current Request: \$78,750.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Design (68550)	\$0	\$0	\$78,750	\$78,750	\$78,750
				\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
TOTAL	\$0	\$0	\$78,750	\$78,750	\$78,750



Legislation Details (With Text)

File #:	20-9986	Version:	1	Name:	Ordinance Amending Chapter 17- Fishing from Waters in Residential Areas
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	5/14/2020	In control:		In control:	Police
On agenda:	6/2/2020	Final action:		Final action:	
Title:	Ordinance amending Chapter 17, "Offenses and Miscellaneous Provisions," Article I, "In General," by adding Section 17-31 "Fishing from Waters in Residential Areas."				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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From

Fred Bates, Jr.

Title

Ordinance amending Chapter 17, "Offenses and Miscellaneous Provisions," Article I, "In General," by adding Section 17-31 "Fishing from Waters in Residential Areas."

Presenter

Steve Collins, Code Compliance Division Manager

Recommended Action

Approve

Analysis

The Code Compliance Division of the Police Department continues to review and evaluate the various ordinances in the City of Grand Prairie that provide for the safety and increased quality of life for all its citizens. The Code Compliance Division has learned that several neighborhoods in the City have begun to experience instances of unconstrained fishing in various waters near residential areas. These instances have occurred late at night and during times that have proved to exacerbate safety issues while interfering with property owners' quality of life.

The City Council Development Committee reviewed this item and recommended that it be forwarded to the City Council.

The Public Safety, Health, and Environment Committee reviewed this item on June 1st and recommended that it be forwarded to the City Council.

Financial Consideration

None

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, AMENDING CHAPTER 17, “OFFENSES AND MISCELLANEOUS PROVISIONS” OF THE CODE OF ORDINANCES, THROUGH THE AMENDMENT OF ARTICLE I, IN GENERAL, SECTION 17-31 RELATIVE TO FISHING FROM CITY WATERS IN RESIDENTIAL AREAS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A CUMULATIVE CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE; AND TO BECOME EFFECTIVE UPON PASSAGE, APPROVAL, AND PUBLICATION

WHEREAS, residential areas have less lighting than commercial areas;

WHEREAS, fishing in the dark poses additional safety risks than fishing during daylight hours; and

WHEREAS, fishing in residential areas late at night has interfered with property owners’ quiet enjoyment of their property;

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

SECTION 1. That Section 17-31 of Chapter 17, “Offenses and Miscellaneous Provisions, Article I, In General”, of the Code of Ordinances of the City of Grand Prairie, Texas, is hereby amended by adding the following:

“It is an offense to fish in, on, or from a city owned or maintained lake, pond, or other body of water, which is located in an area zoned for residential use, between sunset and sunrise. This provision shall not apply to Project Lands, as that term is defined in Section 18-1 of the Grand Prairie Code of Ordinances, regardless of the applicable zoning.”

SECTION 2. That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas.

SECTION 3. That Chapter 17, “Offenses and Miscellaneous Provisions, Article I, In General,” of the Code of Ordinances of the City of Grand Prairie, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

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

SECTION 5. That this Ordinance shall be and become effective immediately upon and after its passage, approval, and publication.

PASSED AND APPROVED this the 2nd day of June, 2020.



Legislation Details (With Text)

File #: 20-10040 **Version:** 1 **Name:** EpicCentral Hotel
Type: Resolution **Status:** Consent Agenda
File created: 5/28/2020 **In control:** Economic Development
On agenda: 6/2/2020 **Final action:**
Title: Resolution in support of United States Department of Commerce Economic Development Administration Grant Application for the Deceleration Lane, Bridge and Parking associated with EpicCentral Hotel, Conference Center and Retail/Restaurant Development
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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From
Marty Wieder, Economic Development Director

Title
Resolution in support of United States Department of Commerce Economic Development Administration Grant Application for the Deceleration Lane, Bridge and Parking associated with EpicCentral Hotel, Conference Center and Retail/Restaurant Development

Presenter
Marty Wieder, Economic Development Director

Recommended Action
Approve

Analysis
The CARES Act allocated additional funds toward the U.S. Department of Commerce Economic Development Administration grants program to assist communities with being sustainable and responsive to COVID-19 and potential future pandemics. The City of Grand Prairie recognizes that future hospitality and retail jobs associated with the EpicCentral hotel and conference center - and across the street from associated student training programs at the GPISD Dubiski Career High School - are restrained and delayed as a result of a delay to this project, originally slated to begin this summer. Major public works and infrastructure improvements are necessary to foster the start of the EpicCentral hotel and conference center totaling \$14.5 million. Moreover, because of previous bond sales the City is in the position to match at 20%, as preferred by the Economic Development Administration. Therefore, staff is recommending Council support of the resolution endorsing this grant application.

Financial Consideration
Total Project Cost - \$14,500,000
Projected City Match - \$2,900,000 (20%)

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, IN SUPPORT OF U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION GRANT APPLICATION FOR FRONTAGE ROAD DECELERATION LANE, BRIDGE AND PARKING FOR EPICCENTRAL HOTEL, CONFERENCE CENTER AND RESTAURANT/RETAIL DEVELOPMENT

WHEREAS, the CARES Act allocated additional funds toward the U.S. Department of Commerce Economic Development Administration grants program to assist communities with being sustainable and responsive to COVID-19 and potential future pandemics; and

WHEREAS, the City of Grand Prairie recognizes that future hospitality and retail jobs associated with the EpicCentral hotel and conference center - and across the street from associated student training programs at the GPISD Dubiski Career High School - are restrained and delayed as a result of any delay of this project; and

WHEREAS, major public works and infrastructure improvements are necessary to foster the start of the EpicCentral hotel and conference center totaling \$14.5 million.

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

SECTION 1. That the City of Grand Prairie City Council supports and endorses this application to the United States Department of Commerce Economic Development Administration.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, June 2, 2020.



Legislation Details (With Text)

File #: 20-10039 **Version:** 1 **Name:** Grant Application Main Street Jefferson Roundabout
Type: Resolution **Status:** Consent Agenda
File created: 5/28/2020 **In control:** Economic Development
On agenda: 6/2/2020 **Final action:**
Title: Resolution in support of the United States Department of Commerce Economic Development Administration Grant Application for the Main Street Jefferson Roundabout.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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From

Marty Wieder, Economic Development Director

Title

Resolution in support of the United States Department of Commerce Economic Development Administration Grant Application for the Main Street Jefferson Roundabout.

Presenter

Marty Wieder, Economic Development Director

Recommended Action

Approve

Analysis

The CARES Act allocated additional funds toward the U.S. Department of Commerce Economic Development Administration grants program to assist communities with being sustainable and responsive to COVID-19 and potential future pandemics.

Grand Prairie recognizes that its existing and future economy may be enhanced with the roundabout designed for the interchange of Main Street and Jefferson, helping redirect truck traffic and foster redevelopment projects near the former Naval Base at Grand Prairie’s eastern edge-and potentially leading to major new employment.

The project is located in Tax Increment Reinvestment Zone #1, Area Development Zone #3 and therefore qualifies for matching grant support. Moreover, it is adjacent to two Opportunity Zones. The roundabout improvements total \$5,021,984.86, and the City would be responsible for a 20% match of \$1,004,396.97.

Grand Prairie, staff is recommending Council support of the resolution endorsing this grant application.

Financial Consideration

Total Project Cost - \$5,021,984.86

Body

RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, IN SUPPORT OF UNITED STATES DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION GRANT APPLICATION FOR THE MAIN STREET JEFFERSON ROUNDABOUT

WHEREAS, the CARES Act allocated additional funds toward the U.S. Department of Commerce Economic Development Administration grants program to assist communities with being sustainable and responsive to COVID-19 and potential future pandemics; and

WHEREAS, the City of Grand Prairie recognizes that its existing and future economy may be enhanced with the roundabout designed for the interchange of Main Street and Jefferson, helping redirect truck traffic and foster redevelopment projects near the former Naval Base at Grand Prairie's eastern edge leading to major new employment; and

WHEREAS, the project is located in Tax Increment Reinvestment Zone #1, Area Development Zone #3 and therefore qualifies for matching grant support. Moreover, it is adjacent to two Opportunity Zones; and

WHEREAS, the roundabout improvements total \$5,021,984.86.

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

SECTION 1. That the City of Grand Prairie City Council supports and endorses this application to the United States Department of Commerce Economic Development Administration.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, June 2, 2020.



Legislation Details (With Text)

File #:	20-10019	Version:	1	Name:	Resolution - FY 2020 Public Transportation Agency Safety Plan to TxDOT
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	5/22/2020	In control:		In control:	Engineering
On agenda:	6/2/2020	Final action:		Final action:	
Title:	Resolution authorizing the City Manager to submit Fiscal Year 2020 Public Transportation Agency Safety Plan to Texas Department of Transportation				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY2020 Public Transportation Agency Safety Plan for City of Grand Prairie.pdf				

Date	Ver.	Action By	Action	Result
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From

Tony Flowers

Title

Resolution authorizing the City Manager to submit Fiscal Year 2020 Public Transportation Agency Safety Plan to Texas Department of Transportation

Presenter

Walter Shumac, Director of Transportation

Recommended Action

Approve

Analysis

Moving Ahead for Progress in the 21st Century (Map-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016 that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices and procedures for identifying, mitigating and monitoring safety risks.

There are several components of the national safety program, including the National Public Transportation

Safety Plan (NSP), that FTA published to provide guidance on managing safety risks and safety hazards. The Transit Asset Management (TAM) Plan is one component, which was developed and implemented across the industry in 2018. The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Grand Connection, all levels of management, administration and operations are responsible for the safety of their clientele and themselves. To improve public transportation safety to the highest practicable level in the State of Texas and comply with FTA requirements, the Texas Department of Transportation (TxDOT) has developed this Agency Safety Plan (ASP) in collaboration with the City of Grand Prairie and the Grand Connection (Grand Connection).

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the NSP, the Grand Prairie City Council and Grand Connection adopt this ASP and the tenets of SMS including a Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A). While safety has always been a primary function at Grand Connection, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

Financial Consideration

No financial consideration required for this resolution.

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT FISCAL YEAR 2020 PUBLIC TRANSPORTATION AGENCY SAFETY PLAN; TO ENSURE THAT THE NECESSARY PROCESSES ARE IN PLACE TO ACCOMPLISH BOTH ENHANCED SAFETY AT THE LOCAL LEVEL AND THE GOALS OF THE NSP, THE GRAND PRAIRIE CITY COUNCIL AND GRAND CONNECTION ADOPT THIS ASP AND THE TENETS OF SMS INCLUDING A SAFETY MANAGEMENT PLAN (SMP) AND THE PROCESSES FOR SAFETY RISK MANAGEMENT (SRM), SAFETY ASSURANCE (SA), AND SAFETY PROMOTION (SP), PER 49 U.S.C. 5329 (D)(1)(A); WHILE SAFETY HAS ALWAYS BEEN A PRIMARY FUNCTION AT THE GRAND CONNECTION, THIS DOCUMENT LAYS OUT A PROCESS TO FULLY IMPLEMENT AN SMS OVER THE NEXT SEVERAL YEARS THAT COMPLIES WITH THE PTASP RULE

WHEREAS, the Texas Department of Transportation (TxDOT) requires that the City Council reviews and approves the Public Transportation Agency safety Plan; and

WHEREAS, TxDOT requires that grant recipients, such as the Grand Connection Transit, submit a Public Transportation Agency Safety Plan documenting compliance with FTA; and

WHEREAS, the 2020 Public Transportation Agency safety Plan Program has no major programmatic changes, but includes :Updates to several program components, including demographics of the Transit Zone and customers; the Language Assistance Plan; the Public Participation Plan; monitoring of service standards; and Public Transportation Agency safety Plan; and

WHEREAS, the City of Grand Prairie and the Grand Connection is committed to ensuring that its policies and programs are designed to ensure meaningful participation in and equal access to transit services for under the Public Transportation Agency safety Plan.

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

SECTION 1. that, the City Manager is authorized to execute and file applications on behalf of the City of Grand Prairie with the Texas Department of Transportation (TxDOT) to Section 9 of the Urban Mass Transportation Act of 1964, as amended.

SECTION 2. that, the City Manager is authorized to execute and file with such application an assurance or any other document required by the U.S.I Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 3. that, the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

SECTION 4. that, this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, JUNE 2, 2020.

The Grand Connection

Public Transportation Agency Safety Plan

Version 1

Adopted **DATE HERE**

In compliance with 49 CFR Part 673

Developed in conjunction with the
Texas Department of Transportation

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1. EXECUTIVE SUMMARY

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016 that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

There are several components of the national safety program, including the National Public Transportation Safety Plan (NSP), that FTA published to provide guidance on managing safety risks and safety hazards. The Transit Asset Management (TAM) Plan is one component, which was developed and implemented across the industry in 2018. The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Grand Connection, all levels of management, administration and operations are responsible for the safety of their clientele and themselves. To improve public transportation safety to the highest practicable level in the State of Texas and comply with FTA requirements, the Texas Department of Transportation (TxDOT) has developed this Agency Safety Plan (ASP) in collaboration with the City of Grand Prairie and The Grand Connection (Grand Connection).

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the NSP, the Grand Prairie City Council and Grand Connection adopt this ASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A).¹ While safety has always been a primary function at Grand Connection, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

¹ Federal Register, Vol. 81, No. 24

A. Plan Adoption – 673.11(a)(1)

This Public Transit Agency Safety Plan is hereby adopted, certified as compliant, and signed by:

Tom Hart, City Manager

ACCOUNTABLE EXECUTIVE SIGNATURE

DATE

Since Grand Connection is considered a department of the City of Grand Prairie, the main governing body is the Grand Prairie City Council. Approval of this plan by the Grand Prairie City Council occurred on [DATE] and is documented in [RESOLUTION] from the City Council Meeting.

B. Certification of Compliance – 673.13(a)(b)

TxDOT certifies on [DATE] that this Agency Safety Plan is in full compliance with 49 CFR Part 673 and has been adopted and will be implemented by Grand Connection as evidenced by the plan adoption signature and necessary City Council approvals under Section 1.A of this plan.

2. TRANSIT AGENCY INFORMATION – 673.23(D)

Grand Connection is the public transportation provider for the City of Grand Prairie, Texas. The Grand Connection’s main office is located just off Highway 161 at 1821 W Freeway.

Grand Connection currently operates demand response service for adults over the age of 60 years old or who have some form of a disability, with service spanning from 4:30 am to 5:00 pm, Monday through Friday.

Grand Connection is considered a department of the City of Grand Prairie. The agency is managed by the Transportation Director and Transit Manager.

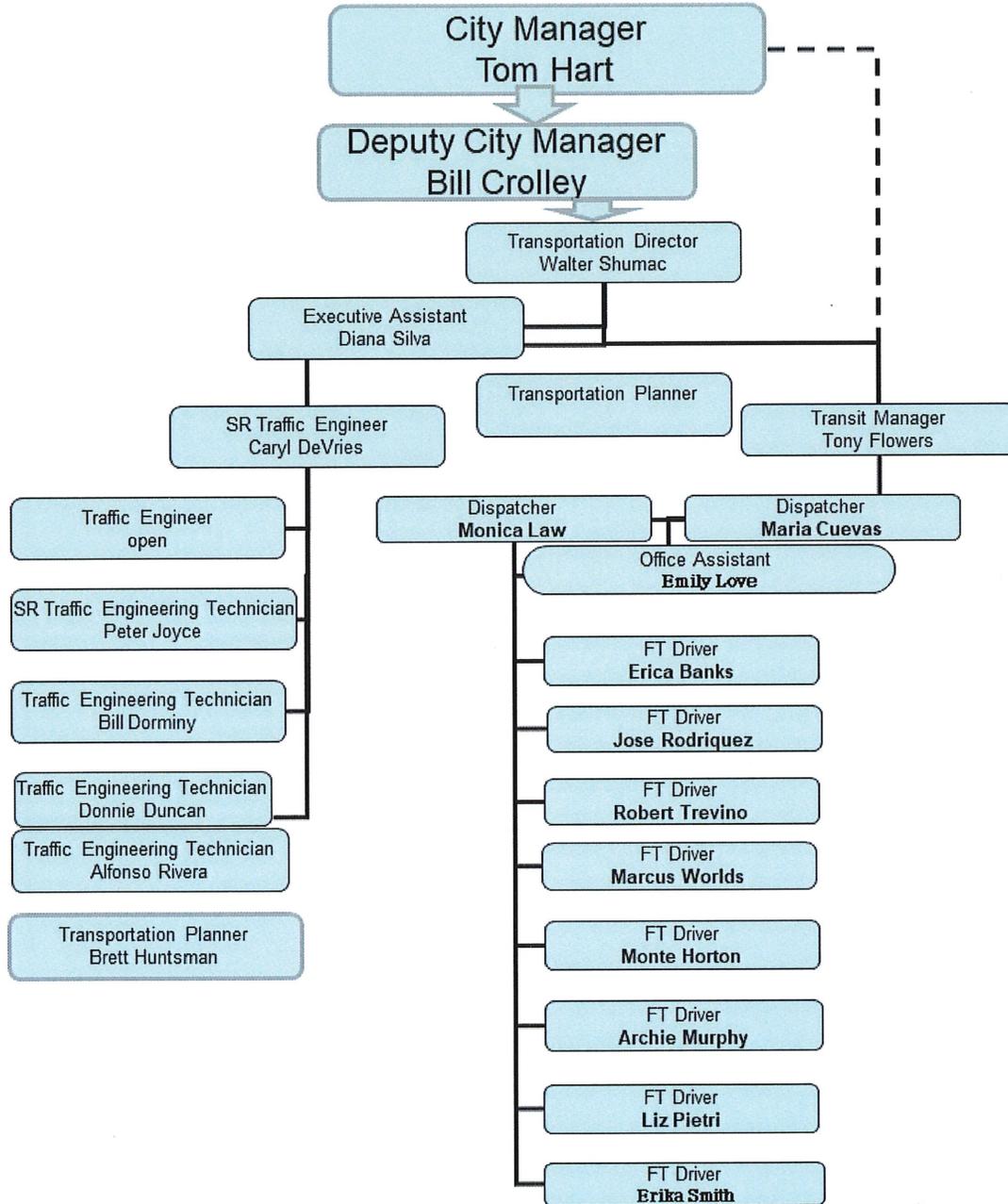
No additional transit service is provided by Grand Connection on behalf of another transit agency or entity at the time of the development of this plan.

Table 1 contains agency information, while an organizational chart for Grand Connection is provided in Figure 1.

TABLE 1: AGENCY INFORMATION

Information Type	Information
Full Transit Agency Name	Grand Connection
Transit Agency Address	1821 W Freeway, Grand Prairie, TX 75051
Name and Title of Accountable Executive 673.23(d)(1)	Tom Hart, City Manager
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Tony Flowers, Transit Manager
Key Staff	Monica Law
Mode(s) of Service Covered by This Plan 673.11(b)	Demand Response
List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307, 5310
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Demand Response
Number of Vehicles Operated	12

FIGURE 1: GRAND CONNECTION ORGANIZATIONAL CHART



Transportation Administration –1 Director, 1 Executive Assistant, 1 Sr Traffic Engineer 1 Traffic Engineer, 1 Sr. Traffic Signal Tech, 3 Traffic Engineer Techs, 1 Transportation Planner, 1 Transit Manager, 2 Dispatchers, 1 Office Assistant, 8 FT Drivers,
Total for department = 21 Full time positions,

A. Authorities & Responsibilities – 673.23(d)

As stated in 49 CFR Part 673.23(d), Grand Connection is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS. In general, the following defines the authority and responsibilities associated with our organization.

The **Accountable Executive** has ultimate responsibility for carrying out the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has authority and responsibility to address substandard performance in the Grand Connection SMS, per 49 CFR Part 673.23(d)(1).

The **Agency leadership and executive management** are those members of our agency leadership or executive management, other than the Accountable Executive, Chief Safety Officer (CSO)/SMS Executive, who have authority or responsibility for day-to-day implementation and operation of our agency's SMS.

The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of the Grand Connection SMS. As such, the CSO is able to report directly to our transit agency's Accountable Executive.

Key staff are staff, groups of staff, or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Front line employees perform the daily tasks and activities where hazards can be readily identified so the identified hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through each employee's respective role in reporting safety hazards, which is where an effective SMS and a positive safety culture begins.

Over the next year, Grand Connection will be reviewing and modifying, if necessary, its current job descriptions to ensure the job descriptions comply with 49 CFR Part 673.

3. SAFETY POLICIES AND PROCEDURES

A. Policy Statement – 673.23(a)

Safety is Grand Connection's first priority. Grand Connection is committed to implementing, developing, and improving strategies, management systems, and processes to ensure that all our activities uphold the highest level of safety performance and meet required safety standards.

We will develop and embed a safety culture in all our activities that recognizes the importance and value of effective safety management and acknowledges at all times that safety is paramount.

We will clearly explain for all staff their accountabilities and responsibilities for the development and operation of the SMS.

For passengers and employees, we will minimize the safety risk associated with transit service to as low as reasonably practicable and we will work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards. We also will work to ensure that all employees are provided with adequate and appropriate safety information and training, are competent in safety matters, and are only allocated tasks commensurate with their skills.

We have established Safety Performance Targets (SPT) to help us measure the overall effectiveness of our processes and ensure we meet our safety objectives. We will issue quarterly reports to the entire organization documenting how well we met our SPTs and describing the safety risk mitigations we implemented to reduce safety risk.

I. Employee Safety Reporting Program – 673.23(b)

An effective SMS uses information from a variety of sources. A major source of safety data and information is frontline employees. These employees are typically the first to spot unsafe conditions that arise from unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. One major tenet of the PTASP Rule is the Employee Safety Reporting Program (ESRP). Under this rule, agencies must establish and implement a process that allows employees to report safety conditions directly to senior management; provides protections for employees who report safety conditions to senior management; and includes a description of employee behaviors that may result in disciplinary action.

As contained in Section “Employee Relations” of the City of Grand Prairie’s *Employee Handbook* (Appendix A, Table 7, shows the document name, file name, and date of adoption), the City has an open communication policy that allows for communication of complaint, question, or suggestion for improvement. This process requires the employee to first approach their respective immediate supervisor. If the matter cannot be resolved with the immediate supervisor, the employee has the option to speak to the Human Resources Officer or the City Manager. Grand Connection employees are

protected from retaliation for communicating complaints or concerns in good faith and Grand Connection maintains the confidentiality of the employee making the complaint.

Over the next year, Grand Connection will review and modify, if necessary, its *Employee Relations* policy in the *Employee Handbook*, to develop it into a full ESRP to ensure that the policy complies with 49 CFR Part 673.

In general, the Grand Connection ESRP will ensure that all employees are encouraged to report safety conditions directly to senior management or their direct supervisor for elevation to senior management. The policy will include any contract employees. The policy will also spell out what protections are afforded employees who report safety related conditions and will describe employee behaviors that are not covered by those protections. In addition, the policy will elaborate on how safety conditions that are reported will be reported back to the initiator(s) – either to the individual or groups of individuals or organization, dependent on the nature of the safety condition.

To bolster the information received from frontline employees, Grand Connection will also review our current policy for how our agency receives information and safety related data from employees and customers. If necessary, Grand Connection will develop additional means for receiving, investigating and reporting the results from investigations back to the initiator – either to the person, groups of persons, or distributed agency-wide to ensure that future reporting is encouraged.

II. Communicating the Policy Throughout the Agency – 673.23(c)

Grand Connection is committed to ensuring the safety of its clientele, personnel and operations. Part of that commitment is developing an SMS and agencywide safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and agencywide safety culture is communicating our SMP throughout our agency.

The SMP and safety objectives are at the forefront of all communications. This communication strategy will include posting the policy in prominent work locations for existing employees and adding the policy statement to the on-boarding material for all new employees. In addition, the policy statement will become part of our agency's regular safety meetings and other safety communications efforts. The policy will be signed by the Accountable Executive so that all employees know that the policy is supported by management.

B. PTASP Development and Coordination with TxDOT – 673.11(d)

This PTASP has been developed by TxDOT on behalf of North Central Texas Council of Governments (NCTCOG), the Metropolitan Planning Organization (MPO) for the metro area, and Grand Connection Transit/City of Grand Prairie in accordance with all requirements stated in 49 CFR Part 673 applicable to a small public transportation provider. TxDOT mailed a formal call for participation in a State sponsored PTASP development process to all Texas Section 5307 small bus transit agencies on January 15, 2019 and followed that call with a series of phone calls and additional documentation. Grand Connection

provided a letter to TxDOT opting into participation on March 15, 2019 and has been an active participant in the development of this plan through sharing existing documentation and participating in communication and coordination throughout the development of this plan. The Grand Connection documentation used in the development of this plan is shown in **Error! Reference source not found.** Appendix A.

In support of tracking performance on our SA and SP processes, Grand Connection conducts a yearly safety culture survey. This survey is intended to help Grand Connection assess how well we communicate safety and safety performance information throughout our organization by gauging how safety is perceived and embraced by Grand Connection's administrators, supervisors, staff and contractors. The survey is designed to help us assess how well we are conveying information on hazards and safety risks relevant to employees' roles and responsibilities and informing employees of safety actions taken in response to reports submitted through our ESRP. Results from our most recent survey were analyzed and incorporated into the implementation strategies contained in this ASP.

Once the documents were reviewed, an on-site interview was conducted with Grand Connection to gain a better understanding of the agency and its personnel. This understanding was necessary to ensure that the ASP was developed to fit Grand Connection's size, operational characteristics, and capabilities.

The draft ASP was delivered to Grand Connection in March 2020 for review and comment. Once review was completed and any adjustments were made, the final was delivered to Grand Connection for review and adoption.

C. PTASP Annual Review – 673.11(a)(5)

Per 49 U.S.C. 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of Grand Connection's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, Grand Connection will review the ASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that the ASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be done through Grand Connection's annual Certifications and Assurances reporting to FTA.

The annual review will include the ASP and supporting documents (Standard Operating Procedures [SOP], Policies, Manuals, etc.) that are used to fully implement all the processes used to manage safety at Grand Connection. All changes will be noted (as discussed below) and the Accountable Executive will sign and date the title page of this document and provide documentation of approval by the Grand Prairie City Council whether by signature or by reference to resolution.

The annual ASP review will follow the update activities and schedule provided below in Table 2. As processes are changed to fully implement SMS or new processes are developed, Grand Connection will track those changes for use in the annual review.

TABLE 2: ASP ANNUAL UPDATE TIMELINE

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Review Agency Operations	→							
Review SMS Documentation <ul style="list-style-type: none"> • Safety Policy; • Risk Management; • Safety Assurance; and • Safety Promotion. 		→						
Review Previous Targets and Set or Continue Targets			→					
Report Targets to National Transit Database (NTD), TxDOT, NCTCOG					→			
Make Any Necessary Adjustments to PTASP						→		
Update Version #, Adopt & Certify Plan Compliance								★

The following table, Table 3, will be used to record final changes made to the ASP during the annual update. This table will be a permanent record of the changes to the ASP over time.

TABLE 3: ASP RECORD OF CHANGES

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text

The implementation of SMS is an ongoing and iterative process, and as such this PTASP is a working document. Therefore, a clear record of changes and adjustments is kept in the PTASP for the benefit of safety plan performance management and to comply with Federal statutes.

D. PTASP Maintenance – 673.11(a)(2)(c)

Grand Connection will follow the annual review process outlined above and adjust this ASP as necessary to accurately reflect current implementation status. This plan will document the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and will make necessary updates to this ASP as Grand Connection continues to develop and refine its SMS implementation.

E. PTASP Documentation and Recordkeeping – 673.31

At all times, Grand Connection will maintain documents that set forth its ASP, including those documents related to the implementation of Grand Connection’s SMS and those documents related to the results from SMS processes and activities. Grand Connection will also maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that our agency uses to carry out its ASP and all iterations of those documents. These documents will be made available

upon request to the FTA or other Federal entity, or the TxDOT. Grand Connection will maintain these documents for a minimum of three years after the documents are created. These additional supporting documents are cataloged in Appendix A and the list will be kept current as a part of the annual ASP review and update.

F. Safety Performance Measures 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers must develop an ASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the NTD. The safety performance measures included in the NSP are fatalities, injuries, safety events, and system reliability (State of Good Repair as developed and tracked in the TAM Plan).

There are seven (7) SPTs that must be included in each ASP that are based on the four (4) performance measures in the NSP. These SPTs are presented in terms of total numbers reported and rate per Vehicle Revenue Mile (VRM). Each of the seven (7) is required to be reported by mode as shown in Table 4:

TABLE 4: NSP SAFETY PERFORMANCE MEASURES

Safety Performance Measure	SPT	
Fatalities	Total Number Reported	Rate Per Total VRM
Injuries	Total Number Reported	Rate Per Total VRM
Safety Events	Total Number Reported	Rate Per Total VRM
System Reliability	Mean distance between major mechanical failure	

Table 5 presents baseline numbers for each of the safety performance measures. Grand Connection collected the past five (5) years of reported data to develop the rolling averages listed in the table.

TABLE 5: BASELINE 2019 SAFETY PERFORMANCE MEASURES

Mode	Fatalities	Rate of Fatalities*	Injuries	Rate of Injuries*	Safety Events	Rate of Safety Events*	Mean Distance Between Major Mechanical Failure
Demand Response	0	0	5	0.00000633	0	0	23,325

*rate = total number for the year/total revenue vehicle miles traveled

While safety has always been a major component of the Grand Connection operation, the adoption of this ASP will result in changes across all aspects of the organization. The SPTs set in Table 6 reflect an acknowledgment that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs. We will set our targets at the current NTD reported 5-year average as we begin the process of fully implementing our SMS and developing our targeted safety improvements. This will ensure that we do no worse than our baseline performance over the last five years.

TABLE 6: DEMAND RESPONSE SAFETY PERFORMANCE TARGETS

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0	0
Injuries	5	5
Rate of Injuries*	0.00000633	0.00000633
Safety Events	0	0
Rate of Safety Events*	0	0
System Reliability	23,325	23,325
Other	N/A	N/A

*rate = total number for the year/total revenue vehicle miles traveled

As part of the annual review of the ASP, Grand Connection will reevaluate its SPTs and determine whether the SPTs need to be refined. As more data is collected as part of the SRM process discussed later in this plan, Grand Connection may begin developing safety performance indicators to help inform management on safety related investments.

G. Safety Performance Target Coordination 673.15(a)(b)

Grand Connection will make its SPTs available to TxDOT and the NCTCOG to aid in those agencies' respective regional and long-range planning processes. To the maximum extent practicable, Grand Connection will coordinate with TxDOT and NCTCOG in the selection of State and MPO SPTs as documented in the Interagency Memorandum of Understanding (MOU).

Each year during the FTA Certifications and Assurances reporting process, Grand Connection will transmit any updates to its SPTs to both NCTCOG and TxDOT (unless those agencies specify another time in writing).

4. SAFETY MANAGEMENT SYSTEMS – 673 SUBPART C

As noted earlier, FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the National Safety Program, National Public Transportation Safety Plan, and 49 CFR Part 673, Grand Connection is adopting SMS as the basis for directing and managing safety and risk at our agency. Grand Connection has always viewed safety as a core business function. All levels of management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations in order to deliver improvements in safety and reduce risk to the lowest practical level during service delivery.

As noted in the graphic below, SMS is comprised of four basic components - SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety as shown in Figure 2.

FIGURE 2: SAFETY MANAGEMENT SYSTEMS



Implementing SMS at Grand Connection will be a major undertaking over the next several years. This ASP is the first step to putting in place a systematic approach to managing the agency's risk. Grand Connection has already taken several steps to implement SMS, such as developing this initial ASP and designating a CSO. During the first year of implementation, Grand Connection will identify SMS roles and responsibilities and key stakeholder groups, identify key staff to support implementation, and ensure the identified staff receive SMS training. Grand Connection will also develop a plan for implementing SMS, inform stakeholders about the ASP, and discuss our progress toward implementation with the Grand Prairie City Council and our agency's planning partners.

A. Safety Risk Management – 673.25

Through the adoption of this ASP, Grand Connection is establishing the SRM process shown in Figure 3 for identifying hazards and analyzing, assessing and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement the Grand Connection SMS.

FIGURE 3: SAFETY RISK MANAGEMENT PROCESS

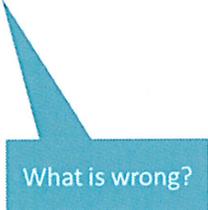


The implementation of the SRM component of the SMS will be carried out over the course of the next year. The SRM components will be implemented through a program of improvement during which the SRM processes will be implemented, reviewed, evaluated and revised, as necessary, to ensure the processes are achieving the intended safety objectives as the processes are fully incorporated into Grand Connection's SOPs.

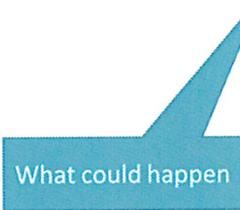
The SRM is focused on implementing and improving actionable strategies that Grand Connection has undertaken to identify, assess and mitigate risk. One of the tools being used in that process is the creation of a Risk Register that serves as an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The draft Risk Register is shown in Figure 4.

FIGURE 4: DRAFT RISK REGISTER

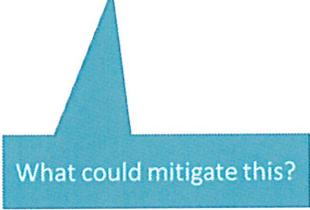
Hazard	Type	Likelihood	Consequence	Resolution



What is wrong?



What could happen



What could mitigate this?

As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps Grand Connection is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the various components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

I. Safety Hazard Identification – 673.25(b)

The Grand Connection SRM process is a forward-looking effort to identify safety hazards that could potentially result in negative safety outcomes. Within the SRM process, a hazard is any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infra-structure of a public transportation system; or damage to the environment.

Hazard identification focuses on out-of-the-norm conditions that need special attention or immediate action, new procedures, or training to resolve a condition that is unacceptable and return conditions to an acceptable level. Grand Connection uses a variety of mechanisms for identifying and documenting hazards, namely:

- Through training and reporting procedures Grand Connection ensures employees can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately report any safety hazards identified to the employee’s supervisors. Continued training helps employees to improve the skills needed to identify hazards.
- Employee hazard training coupled with the ESRP ensures that Grand Connection has full use of information from frontline employees for hazard identification.

- Upon receiving the hazard report, supervisors communicate the identified hazard to the CSO for entry into the risk register for risk assessment, classification and possible mitigation.
- In carrying out the risk assessment, the CSO uses standard reporting forms (e.g. *Pre-and Post-trip Inspection Forms* and *Vehicle Exterior Damage Charts* to mitigate mechanical based safety hazards that are identified) and other reports completed on a routine basis by administrative, operations and maintenance. The Grand Connection *Bus Operator Training* (Appendix A) contains procedures for flagging and reporting hazards as a part of day-to-day operations.
- Supervisors in particular are responsible for performing and documenting regular safety assessments, which include reporting and recommending methods to reduce identified hazards.
- Grand Connection uses incident reports and records to determine specific areas of training that need to be covered with employees to ensure safety hazard identification is continually improved, and thus ensure that hazards are identified before an event recurrence.
- Incident reports are also analyzed by the risk management team to identify any recurring patterns or themes that would help to identify underlying hazards and root causes of the event that can be mitigated to prevent recurrence.
- If a hazard is such that an employee would be reluctant to report the information due to perceived negative consequences (e.g. disciplinary action), alternative, anonymous reporting mechanisms are available through an anonymous email system.
- To increase the safety knowledge of our agency, the CSO is encouraged to participate in available professional development activities and peer-to-peer exchanges as a source of expertise and information on lessons learned and best practices in hazard identification.
- Other sources for hazard identification include:
 - ESRP
 - Inspections of personnel job performance, vehicles, facilities and other data
 - Investigations of safety events
 - Safety trend analysis on data currently collected
 - Training and evaluation records
 - Internal safety audits
 - External sources of hazard information could include:
 - FTA and other federal or state authorities
 - Reports from the public
 - Safety bulletins from manufacturers or industry associations

In addition to identifying the hazard, the hazard identification process also classifies the hazard by type (organizational, technical or environmental) to assist the CSO in identifying the optimal combination of

departmental leadership and subject matter expertise to select in assembling the safety risk assessment team.

The various hazard types can also be categorized by subcategory for each type. For example, organizational hazards can be subcategorized into resourcing, procedural, training or supervisory hazards. Each of the subcategories implies different types of mitigation strategies and potentially affect overall agency resources through varying costs for implementation. Technical hazards can be subcategorized into operational, maintenance, design and equipment. Additionally, environmental hazards can be subcategorized into weather and natural, which is always a factor for every operation.

II. Safety Risk Assessment – 673.25(c)

As part of the new SRM process, Grand Connection has developed methods to assess the likelihood and severity of the consequences of identified hazards, and prioritizes the hazards based on the safety risk. The process continues the use of the Risk Register described in the previous section to address the next two components.

To accurately assess a risk, Grand Connection may need to perform an investigation. Grand Connection currently investigates accidents or crashes but will need to develop a full investigation procedure to inform the SRM process. The investigation procedure will start with the framework found in the *Accident and Injury Review Policy* (Policy No. 5) (Appendix A, Table 7, shows the document name, file name, and date of adoption) and will be developed to cover all risk assessment. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation procedures as well as risk investigation procedures. These procedures will be used to investigate risks identified from multiple sources including the ESRP.

Safety risk is based on an assessment of the likelihood of a potential consequence and the potential severity of the consequences in terms of resulting harm or damage. The risk assessment also considers any previous mitigation efforts and the effectiveness of those efforts. The results of the assessment are used to populate the third and fourth components of the Risk Register as shown in Figure 5.

FIGURE 5: SAFETY RISK ASSESSMENT STEPS IN POPULATING THE RISK REGISTER

Hazard	Type	Likelihood	Consequence	Resolution

The risk assessment is conducted by the CSO and their risk management team through the Safety Committee supplemented by content specialists from the respective department or section to which the risk applies. The process employs a safety risk matrix, similar to the one shown in Figure 6, that allows the safety team to visualize the assessed likelihood and severity, and to help decision-makers understand when actions are necessary to reduce or mitigate safety risk.

FIGURE 6: SAFETY RISK ASSESSMENT MATRIX

RISK ASSESSMENT MATRIX				
SEVERITY	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
LIKELIHOOD				
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Although the current version of the matrix relies heavily on the examples and samples that are listed on the PTASP Technical Assistance Center website, lessons learned from the implementation process during the coming years will be used to customize the matrix that Grand Connection will use to address our unique operating realities and leadership guidance.

Once a hazard’s likelihood and severity have been assessed, the CSO enters the hazard assessment into the Risk Register that is used to document the individual hazard and the type of risk it represents. This information is used to move to the next step, which is hazard mitigation.

The Risk Assessment Matrix is an important tool. If a risk is assessed and falls within one of the red zones, the risk is determined to be unacceptable under existing circumstances. This determination that management must take action to mitigate the situation. This is the point in the process when SRMs are developed. If the risk is assessed and falls within one of the yellow zones, the risk is determined to be acceptable, but monitoring is necessary. If the risk falls within one of the green zones, the risk is acceptable under the existing circumstances.

III. Safety Risk Mitigation – 673.25(d)

Upon completion of the risk assessment, the CSO and the Safety Committee continue populating the Risk Register (Figure 7) by identifying mitigations or strategies necessary to reduce the likelihood and/or severity of the consequences. The goal of this step is to avoid or eliminate the hazard or, when elimination is not likely or feasible, to reduce the assessed risk rating to an acceptable level. However, mitigations do not typically eliminate the risk entirely.

FIGURE 7: RISK REGISTER MITIGATION COMPONENT

Hazard	Type	Likelihood	Consequence	Resolution

To accomplish this objective, the CSO, through the risk management team, works with subject matter experts and content specialists from the respective department or section to which the risk applies. The risk management team then conducts a brainstorming exercise to elicit feedback from staff and supervisors with the highest level of expertise in the components of the hazard.

Documented risk resolution and hazard mitigation activities from previous Risk Register entries and the resolution’s documented level of success at achieving the desired safety objectives may also be reviewed and considered in the process. If the hazard is external (e.g., roadway construction by an outside agency) information and input from external actors or experts may also be sought to take advantage of all reasonably available resources and avoid any unintended consequences.

Once a mitigation strategy is selected and adopted, the strategy is assigned to an appropriate staff member or team for implementation. The assigned personnel and the personnel's specific responsibilities are entered into the Risk Register. Among the responsibilities of the mitigation team leader is the documentation of the mitigation effort, including whether the mitigation was carried out as designed and whether the intended safety objectives were achieved. This information is recorded in the appendix to the Risk Register for use in subsequent SA activities and to monitor the effectiveness of the SRM program.

B. Safety Assurance – 673.27 (a)

Safety Assurance means processes within the Grand Connection SMS that function to ensure a) the implementation and effectiveness of safety risk mitigation, and b) Grand Connection meets or exceeds our safety objectives through the collection, measurement, analysis and assessment of information.

SA helps to ensure early identification of potential safety issues. SA also ensures that safeguards are in place and are effective in meeting Grand Connection's critical safety objectives and contribute towards SPTs.

I. Safety Performance Monitoring and Measuring 673.27 (b)

As the first step in the Grand Connection safety assurance program, Grand Connection collects and monitors data on safety performance indicators through a variety of mechanisms described in the following sections. Safety performance indicators are information on safety that can provide early warning signs about safety risks. Grand Connection currently relies primarily on lagging indicators representing negative safety outcomes that should be avoided or mitigated in the future. However, initiatives are underway to adopt a more robust set of leading indicators that monitor conditions that are likely to contribute to negative outcomes in the future. In addition to the day-to-day monitoring and investigation procedures detailed below, Grand Connection will review and document the safety performance monitoring and measuring processes as part of the annual update of this ASP.

MONITORING COMPLIANCE AND SUFFICIENCY OF PROCEDURES 673.27 (B)(1)

Grand Connection monitors our system for personnel compliance with operations and maintenance procedures and also monitors these procedures for sufficiency in meeting safety objectives. A list of documents describing the safety related operations and maintenance procedures cited in this ASP is provided in Appendix A of this document.

Supervisors monitor employee compliance with Grand Connection SOP through direct observation and review of information from internal reporting systems such as the *Customer Comment Cards* (Section "Customer Service" of *The Grand Connection: A Guide to Grand Prairie Transit - Policies and Procedures* (Appendix A)) from customers and the *Employee Relations Policy* for employees provided in the *Employee Handbook*.

Grand Connection addresses non-compliance with standard procedures for operations and maintenance activities through a variety of actions, including revision to training materials and delivery of employee and supervisor training if the non-compliance is systemic. If the non-compliance is situational, then activities may include supplemental individualized training, coaching, and heightened management oversight, among other remedies.

Sometimes personnel are fully complying with the procedures, but the operations and maintenance procedures are inadequate and pose the risk of negative safety outcomes. In this case, the cognizant person then submits the deficiency or inadequate procedures to the SRM process. Through the SRM process, the SRM team will then evaluate and analyze the potential organizational hazard and assign the identified hazard for mitigation and resolution, if appropriate. The SRM team will also do periodic self-evaluation and mitigation of any identified deficiencies in the SRM process itself.

MONITORING OPERATIONS 673.27(B)(2)

Department Directors are required to monitor investigation reports of safety events and SRM resolution reports to monitor the department's operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. If it is determined that the safety risk mitigation did not bring the risk to an acceptable level or otherwise failed to meet safety objectives, then the supervisor resubmits the safety risk/hazard to the SRM process. The CSO will work with the supervisor and subject matter experts to reanalyze the hazard and consequences and identify additional mitigation or alternative approaches to implementing the mitigation.

II. Safety Event Investigation 673.27(b)(3)

Grand Connection currently conducts investigations of safety events through the Department Safety Committee and the City-wide Safety Committee, dependent on the size of the department. From an SA perspective, the objective of the investigation is to identify causal factors of the event and to identify actionable strategies that Grand Connection can employ to address any identifiable organizational, technical or environmental hazard at the root cause of the safety event. The City of Grand Prairie has an *Accident and Injury Review Policy* (Policy No. 5) (Appendix A) that provides a standardized approach for corrective and disciplinary action used to evaluate employee injuries and accidents across city departments when safety policies, procedures and practices have been violated.

The Safety Committee, consisting of content specialists, evaluates the incident report and other available information to determine the root cause of the accident/event. Primary sources for preserving information for the Safety Committee Investigation are described in Section III: Safety of the *Grand Connection Driver Manual* (DM) provided in the *Bus Operator Training Document* (Appendix A). These primary resources include the Pre-Trip and Pos-Trip Vehicle Inspection Form, the operator's IAR-Incident Accident Report and the results of post-accident drug & alcohol testing (if the incident met the criteria under 49 CFR Part 655). Follow up with driver or other cognizant parties may be necessary to elicit additional information.

The Safety Committee will identify any hazards noted in the incident report and refers those hazards to the SRM process.

Safety Event Investigations that seek beyond superficial circumstances to identify and document the root cause of an accident or other safety event are a critical component of the SA process because they are a primary resource for the collection, measurement, analysis and assessment of information. Grand Connection will examine our procedures and, as needed, incorporate a variety of mechanisms for identifying and documenting root causes of accidents and incidents into our existing procedures.

MONITORING INTERNAL SAFETY REPORTING PROGRAMS 673.27(B)(4)

As a primary part of the internal safety reporting program, our agency monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event. The supervisor submits the hazard report to the SRM process to be analyzed, evaluated, and if appropriate, assigned for mitigation/resolution.

OTHER SAFETY ASSURANCE INITIATIVES

Because leading indicators can be more useful for safety performance monitoring and measurement than lagging indicators, Grand Connection is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to negative safety outcomes. These efforts may include trend analysis of environmental conditions through monitoring National Weather Service data; monitoring trends toward or away from meeting the identified SPTs; or other indicators as appropriate.

C. Safety Promotion – 673.29

Management support is essential to developing and implementing SMS. SP includes all aspects of how, why, when and to whom management communicates safety related topics. SP also includes when and how training is provided. The following sections outline both the safety competencies and training that Grand Connection will implement and how safety related information will be communicated.

I. Safety Competencies and Training – 673.29(a)

Grand Connection provides comprehensive training to all employees regarding each employee's job duties and general responsibilities. This training includes safety responsibilities related to the employee's position. In addition, regular driver safety meetings are held to ensure that safety related information is relayed to the key members of our agency's safety processes.

As part of SMS implementation, Grand Connection will be conducting the following activities:

- Conduct a thorough review of all current general staff categories (administrative, driver, supervisor, mechanic, maintenance, etc.) and the respective staff safety related responsibilities.

- Conduct an assessment of the training requirements spelled out in 49 CFR Part 672 and the various courses required for different positions. (Grand Connection is not subject to the requirements under 49 CFR Part 672 but will review the training requirements to understand what training is being required of other larger agencies in the event these trainings might be useful).
- Conduct an assessment of the training material available on the FTA PTASP Technical Assistance Center website.
- Review other training material available from industry sources such as the Community Transportation Association of America and the American Public Transportation Association websites.
- Develop a set of competencies and trainings required to meet the safety related activities for each general staff category.
- Develop expectations for ongoing safety training and safety meeting attendance.
- Develop a training matrix to track progress on individuals and groups within the organization.
- Adjust job notices associated with general staff categories to ensure that new personnel understand the safety related competencies and training needs and the safety related responsibilities of the job.
- Include refresher training in all trainings and apply it to agency personnel and contractors.

II. Safety Communication – 673.29(b)

Grand Connection regularly communicates safety and safety performance information throughout our agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through the ESRP (noted in Section 3) or other means.

Grand Connection reports any safety related information to the Grand Prairie City Council at their regular meetings and will begin including safety performance information. In addition, Grand Connection holds regularly scheduled meetings with drivers and dispatchers to ensure that any safety related information is passed along that would affect the execution of the drivers' duties. Grand Connection also posts safety related and other pertinent information in a common room for all employees.

Grand Connection will begin systematically collecting, cataloging, and, where appropriate, analyzing and reporting safety and performance information to all staff. To determine what information should be reported, how the information should be reported and to whom, Grand Connection will answer the following questions:

- What information does this individual need to do their job?

- How can we ensure the individual understands what is communicated?
- How can we ensure the individual understands what action must be taken as a result of the information?
- How can we ensure the information is accurate and kept up-to-date?
- Are there any privacy or security concerns to consider when sharing information? If so, what should we do to address these concerns?

In addition, Grand Connection will review its current communications strategies and determine whether others are needed. As part of this effort, Grand Connection has conducted, and will continue to conduct, a Safety Culture Survey to understand how safety is perceived in the workplace and what areas Grand Connection should be addressing to fully implement a safety culture at our agency.

5. APPENDIX A

TABLE 7: PTASP SUPPORTING DOCUMENTS

File Name	Revision Date	Document Name	Document Owner
20170718 FG Grand Connection 2019 Funding Presentation.pptx	Presentation Date: 8/7/2018	Finance and Government Committee - PowerPoint presentation	The Grand Connection Funding
D05 Safety Accident and Injury Review Policy.pdf	Effective Date: 7/1/2019	Human Resources Policies and Procedures, No 5 Accident and Injury Review Policy	City of Grand Prairie
D05-Safety Accident and Injury Review Form.pdf		Accident/Injury Review Form	
E06 Substance Abuse and Drug Testing 9-26-18.pdf	9/26/2018	Human Resources Policies and Procedures, No 6 Substance Abuse and Drug Testing	City of Grand Prairie
E06 Substance Abuse and Drug Testing Policy.pdf		Human Resources Policies and Procedures, No 6 Substance Abuse and Drug Testing	
Employee Handbook.pdf	12/31/2012	Employee Handbook	City of Grand Prairie
Facility Plan.docx		City of Grand Prairie, Facility Building Inspection Plan	City of Grand Prairie
Final Report Triennial Review.pdf	Report Date: 09/01/2017	Fiscal Year 2017 Triennial Review	Qi Tech, LLC
Government.docx		No title - brief description of the City (Government)	
GP_Service area.pdf		Grand Connection Service Area Map	
Grand Connection Policies and Procedures App..doc		The Grand Connection: A Guide to Grand Prairie Transit - Policies and Procedures	The Grand Connection
HR Policy Cover Page and Introduction 12-19-18.pdf	12/19/2018	Human Resources Policies and Procedures	City of Grand Prairie

File Name	Revision Date	Document Name	Document Owner
NCTCOG_GroupTAMPlan_FinalDraft - Copy.docx	9/21/2018	Transit Asset Management Group-Sponsored Plan	North Central Texas Council of Governments (NCTCOG)
Organizational Chart.pdf		Organizational Chart	City of Grand Prairie
Preventive Maintenance Plan.doc		Preventive Maintenance Plan	City of Grand Prairie
Training.pdf	6/28/2014	Job Classification, Bus Operator	City of Grand Prairie
Transportation Org Chart new 2019.ppt	Jan-19	Transportation Services Organizational Chart	

A. Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the SMS of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency’s Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency’s Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Agency Leadership and Executive Management: means those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency’s SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency’s chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Corrective Maintenance: Specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent Authority: means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, Chief Safety Officer, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Preventative Maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan (PTASP): means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: means a method or methods to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Safety Assurance (SA): means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees in regard to safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a Chief Safety Officer or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and SPTs.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: means any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit Agency: means an operator of a public transportation system.

Transit Asset Management (TAM) Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

B. Additional Acronyms Used

ASP: Agency Safety Plan

City: The City of Grand Prairie, Texas

ESRP: Employee Safety Reporting Program

FAST Act: Fixing America's Surface Transportation Act

Grand Connection: Grand Connection Transit, City of Grand Prairie, Texas

MAP-21: Moving Ahead for Progress in the 21st Century Act

MOU: Memorandum of Understanding

MPO: Metropolitan Planning Organization

NTD: National Transit Database

SOP: Standard Operating Procedure

TxDOT: Texas Department of Transportation

6. APPENDIX B

A. City Council Minutes or Resolution

Place here

Attachments
1. Resolution



RESOLUTION NO. _____

**APPROVAL OF 2020 PUBLIC TRANSPORTATION AGENCY
SAFETY PLAN**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT FISCAL YEAR 2020 PUBLIC TRANSPORTATION AGENCY SAFETY PLAN. To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the NSP, the Grand Prairie City Council and Grand Connection adopt this ASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A). While safety has always been a primary function at the Grand Connection, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

WHEREAS, The Texas Department of Transportation (TXDOT) requires that the City Council reviews and approves the Public Transportation Agency safety Plan; and

WHEREAS, TXDOT requires that grant recipients, such as the Grand Connection Transit, submit a Public Transportation Agency Safety Plan documenting compliance with FTA; and

WHEREAS, The 2020 Public Transportation Agency safety Plan Program has no major programmatic changes, but includes

Updates to several program components, including demographics of the Transit Zone and customers; the Language Assistance Plan; the Public Participation Plan; monitoring of service standards; and Public Transportation Agency safety Plan; and

WHEREAS, The City of Grand Prairie and The Grand Connection is committed to ensuring that its policies and programs are designed to ensure meaningful participation in and equal access to transit services for under the Public Transportation Agency safety Plan; now, therefore be it

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

Section 1. That, the City Manager is authorized to execute and file applications on behalf of the City of Grand Prairie with the, Texas Department of Transportation (TXDOT) to Section 9 of the Urban Mass Transportation Act of 1964, as amended.

Section 2. That, the City Manager is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

Section 3. That, the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

Section 4. That, this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS 2ND DAY OF JUNE 2020

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED AS TO FORM:

City Attorney



Legislation Details (With Text)

File #:	20-10013	Version:	1	Name:	VOCA Grant
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	5/21/2020	In control:		In control:	Police
On agenda:	6/2/2020	Final action:		Final action:	
Title:	Resolution supporting the one-year continuation of the Police Department's Victim Assistance Program grant in the amount of \$139,802				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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From

Fred Bates, Jr.

Title

Resolution supporting the one-year continuation of the Police Department's Victim Assistance Program grant in the amount of \$139,802

Presenter

Ronnie Morris, Assistant Chief - Investigative Services Bureau

Recommended Action

Approve

Analysis

The Police Department is interested in applying to the Criminal Justice Division (CJD) of the Governor's Office for a one-year continuation grant for the Victim Assistance Program, which consists of two full-time Crime Victim Services Coordinators.

The Crime Victim Services Coordinators continue to plan, coordinate, and administer the Victim Assistance Program by recruiting, training, and supervising volunteers and interns; providing personal advocacy for crime victims and their families; planning, implementing, and monitoring new programs pertaining to victim outreach; court accompaniment and interfacing with law enforcement personnel, prosecutors, and others on behalf of victims; assisting victims in securing Crime Victims Compensation benefits; providing community education programs; and participating as a member of the Coalition of Crime Victim Services, Law Enforcement Victim Assistance, and Grand Prairie Human Services Coalition.

In 2019, the Victims Assistance Unit provided services in the following categories; Crisis Counseling (61), Information / Referrals (2,504), Justice Support Advocacy (776), Emergency Legal Assistance (1,334), Assistance in Filing Compensation Claims (1,757), and Personal Advocacy (1,537). The 2020 year-to-date

statistics are an anomaly due to the COVID-19 event. Currently, these categories are; Crisis Counseling (22), Information / Referrals (576), Justice Support Advocacy (258), Emergency Legal Assistance (262), Assistance in Filing Compensation Claims (336), and Personal Advocacy (417).

The Grand Prairie Police Department's Victims Assistance Unit provides a valuable service to community members in assisting crime victims in navigating the legal process, as well as offering assistance to survivors in the healing and recovery process.

The Public Safety, Health and Environment Committee reviewed this item on June 1, 2020 and recommended that it be forwarded to City Council for approval.

Financial Consideration

The grant period begins October 1, 2020 and ends September 30, 2021. It is anticipated the total cost for the City during this 12-month period would amount to a match of \$34,950. The match will be a combination of cash and in-kind. The appropriate amount of cash match will be allocated in the FY 2020/2021 budget. The in-kind match will be calculated using volunteer hours through a formula established by CJD. The City will use the maximum amount of in-kind match, based on a conservative projection of volunteer hours. The remaining match amount will be a cash match. The total project cost is \$174,752, where \$139,802 will be funded by CJD, and \$34,950 will be funded through cash or in-kind match. Continued participation in this grant program, requires the City to provide documentation of financial commitment to CJD each year of participation.

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, IN SUPPORT OF A GRANT FROM THE TEXAS CRIMINAL JUSTICE DIVISION OF THE GOVERNORS OFFICE FOR THE VICTIM ASSISTANCE PROGRAM, TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL

WHEREAS, the Texas Criminal Justice Division of the Governor's Office is accepting grant applications for the Victims of Crime Act;

WHEREAS, the Grand Prairie Police Department wishes to apply for funding of the Victim Assistance Program;

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

SECTION 1. The City of Grand Prairie is authorized to submit an application and accept an award for a criminal justice grant for the Victim Assistance program (grant number 1359120 PY21).

SECTION 2. The City of Grand Prairie agrees to provide any applicable cash match.

SECTION 3. The City Manager of the City of Grand Prairie is empowered to accept, reject, alter or terminate this grant on behalf of the City Council.

SECTION 4. In the event of loss or misuse of CJD funds, the City Council of the City of Grand Prairie assures that the funds will be returned to CJD in full.

SECTION 5. 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 2nd DAY OF JUNE, 2020.**



Legislation Details (With Text)

File #: 20-10017 **Version:** 1 **Name:** Resolution Title VI Program with FTA
Type: Resolution **Status:** Consent Agenda
File created: 5/21/2020 **In control:** Transportation
On agenda: 6/2/2020 **Final action:**
Title: Resolution authorizing the City Manager to submit Fiscal Year 2020-2023 Title VI Program; The Title VI Program demonstrates the City of Grand Prairie procedures to ensure Public Transportation services are provided in a non-discriminatory manner, as required by Title VI of the Civil Rights Act of 1964

Sponsors:

Indexes:

Code sections:

Attachments: [Title VI Program FY 20-23.pdf](#)

Date	Ver.	Action By	Action	Result
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From

Tony Flowers

Title

Resolution authorizing the City Manager to submit Fiscal Year 2020-2023 Title VI Program; The Title VI Program demonstrates the City of Grand Prairie procedures to ensure Public Transportation services are provided in a non-discriminatory manner, as required by Title VI of the Civil Rights Act of 1964

Presenter

Walter Shumac, Director of Transportation Services

Recommended Action

Approve

Analysis

Title VI of the Civil Rights Act of 1964 ensures that public Transportation and other Federal Transit Administration (FTA)-funded services to the public are provided without regard to race, color and national origin, to help verify that, FTA issued Circular 4702.1b in 2012; this requires recipients of FTA funds to submit a Title VI Program every three years.

The Grand Connection Title VI program reflects the City of Grand Prairie's commitment to ensuring that no person shall, on the ground of race/color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or provided by the Grand Connection. The City of Grand Prairie will compile, maintain and submit in a timely manner Title VI information required by FTA Circular 4702.1B and in compliance with the Department of Transportation's Title VI Regulations, 49 CFR, Part 21.9.

The Grand Connection publicizes its Title VI program by posting its commitment to providing services without regard to race, color or national origin in all buses. Further, the Grand Connection provides information regarding their obligations on brochures at the Grand Connection office.

Financial Consideration

There is no funding required for this item.

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT FISCAL YEAR 2020-2023 TITLE VI PROGRAM; THE TITLE VI PROGRAM DEMONSTRATES THE CITY OF GRAND PRAIRIE PROCEDURES TO ENSURE PUBLIC TRANSPORTATION SERVICES ARE PROVIDED IN A NONDISCRIMINATORY MANNER, AS REQUIRED BY TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

WHEREAS, The Federal Transit Administration (FTA) requires that the City Council reviews and approves the updates to the Title VI Program; and

WHEREAS, FTA requires that grant recipients, such as the Grand Connection Transit, submit a Title VI program every three years documenting compliance with the Title VI; and

WHEREAS, The 2017 Title VI Program has no major programmatic changes, but includes Updates to several program components, including demographics of the Transit Zone and customers; the Language Assistance Plan; the Public Participation Plan; monitoring of service standards; and Title VI complaints received and investigated; and

WHEREAS, The City of Grand Prairie and The Grand Connection is committed to ensuring that its policies and programs are designed to ensure meaningful participation in and equal access to transit services for minority, low-income, and limited-proficient populations; now, therefore be it

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

SECTION 1. That, the City Manager is authorized to execute and file applications on behalf of the City of Grand Prairie with the Federal Transit Administration (FTA) to Section 9 of the Urban Mass Transportation Act of 1964, as amended.

SECTION 2. That, the City Manager is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 3. That, the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

SECTION 4. That, this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 2nd DAY OF JUNE, 2020.

City of Grand Prairie

Grand Prairie Transportation for Elderly and Disabled

(The Grand Connection)

Title VI Program

December 16, 2019

Title VI of the Civil Rights Act of 1964 ensures that public Transportation and other FTA-funded services to the public are Provided without regard to race, color and national origin, to help Verify that, FTA issued Circular 4702.1b in 2012; this requires recipients of FTA funds to submit a Title VI Program every three years.

The full circular can be found online at: www.fta.dot.gov/circulars.

The attached City of Grand Prairie's Title VI program for the Grand Connection has been produced consistent with the guidelines in Federal Transit Administration (FTA) Circular 4702.1B

INTRODUCTION

The Grand Connection Title VI program reflects the City of Grand Prairie's commitment to ensuring that no person shall, on the ground of race/color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or provided by The Grand Connection.

TITLE VI CERTIFICATIONS AND ASSURANCES

A Copy of The Grand Connections Civil Rights Certification and Assurances signed by the City Manager assuring The Grand Connection compliance with Title VI of the Civil Rights ACT of 1964 can be found as Attachment A.

TITLE VI COMPLAINT PROCEDURES

Members of the public may file a signed, written complaint of the alleged discrimination. Title VI compliant forms (attachment B) are available at The Grand Connection office (1821 S. Highway 161, Grand Prairie, Texas 75051 or calling 972-237-8546. Listed below are the standard procedures in place to handle all Title VI complaints:

1. All complaints must be filed no later than 180 days from the date of the alleged act of discrimination.
2. Signed and completed complaint forms must be submitted to The Grand Connection Transit Coordinator in person or by mail. The address is:
City of Grand Prairie
The Grand Connection, Transit Manager
1821 S. Highway 161
Grand Prairie, Texas 75051
3. After a complaint is received, the Transit Coordinator will acknowledge receipt of the allegation within 10 days by mail.

4. If the complaint is deemed incomplete, additional information will be requested by mail and the complainant will be given 30 days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.
5. Within 60 days after receiving the completed complaint, the Transit Coordinator will conduct an investigation of the allegation. Based on the information obtained, the Transit Coordinator will render a recommendation for action in a report of finding to the Director of Transportation Services. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
6. Within 90 days of receipt of the complaint, the Director of Transportation Services will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of their appeal rights with TXDOT, or USDOT, if the dissatisfied with the final decision rendered by The Grand Connection. The Transit Coordinator will also provide TXDOT and USDOT with a copy of the decision and summary of findings upon completion of the investigation.
7. Complainant's may also file their Title VI complaint with the Federal Transit Administration (FTA) at the following address:

Federal Transit Administration office of Civil Rights
Attention: Title VI Program Coordinator
East Building 5th Floor-TCR
1200 New Jersey Ave, SE
Washington, DC 20590

RECORD OF TITLE VI INVESTIGATIONS, COMPLAINTS, OR LAWSUITS

NO lawsuits or complaints alleging discrimination on the basis of race, color, sex or national origin filed against *"The Grand Connection"* or the City of Grand Prairie within the past year.

NOTIFICATION OF THE GRAND CONNECTION TITLE VI OBLIGATIONS

The Grand Connection publicizes its Title VI program by posting its commitment to providing services without regard to race, color or national origin in all buses. Further, The Grand Connection provides information regarding their obligations on brochures at the Grand Connection office.

ANALYSIS OF CONSTRUCTION PROJECTS

The Grand Connection has not undertaken any construction projects in the past three years.

PUBLIC PARTICIPATION EFFORTS

The Grand Connection publishes information in local newspapers as well as the city's web site to inform the public of any major service changes. The Grand Connection has not had any major service change, fare increases in the past ten years. The Grand Connection is part the City of Grand Prairie's Transportation Division. The Grand Connection will partner with Housing Division to reach the low-income and minority population. The Grand Connection will also utilize local minority organizations such as the Hispanic Chamber of commerce and the (NAACP) National Association for the Advancement of Colored People to disseminate any changes to The Grand Connection services in order to ensure that minority population is informed. The Grand Connection also partner with the Grand Prairie Chamber of Commerce to reach out to local businesses in order to reach the minority population of Grand Prairie. The Grand Connection is also active member of the local metropolitan planning organization (NCTCOG). Which enhance our public participation efforts.

CIVIL RIGHTS ASSURANCES

The Grand Connection as operated by the City of Grand Prairie, hereby certifies that, as a condition of receiving Federal financial assistance under the Federal Transit Act of 1964, as amended, it will ensure that:

1. No person or persons on the basis of race, color or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.

2. The City of Grand Prairie will compile, maintain and submit in a timely manner Title VI information required by FTA Circular 4702.1B and in compliance with the Department of Transportation's Title VI Regulations, 49 CFR, Part 21.9.

3. The City of Grand Prairie will make it known to the public that those person or persons alleging discrimination on the basis of race, color or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The person whose signature appears below is authorized to sign this assurance on behalf of the grant applicant or recipient.

Transportation Services Director

Date

Megan Mahan City Attorney

Date

Bill Crolley Deputy City Manager

Date

**FEDERAL TRANSIT ADMINISTRATION
TITLE VI ASSURANCE**

The Grand Connection and the City of Grand Prairie (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Acts of 1964, 78 Stat. 252, U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as "the Act") and all requirements imposed by or pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as "the Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its senior and disabled transportation program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsection 21.23(c) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all senior and disabled transportation and, in adapted form, in all proposals for negotiated agreements:

The Grand Connection and the City of Grand Prairie, in accordance with Title VI of the civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000D-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs by the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to this Act and the Regulations.

4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed form the United States effecting a transfer of real property, structures, or improvements thereon, or interest herein.
5. That where the Recipient receives Federal financial assistance to construct a facility, part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal Financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the senior and disabled transportation system; and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the senior and disabled transportation service.
8. That this assurance obligates the Recipient for the period during which Federal Financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the senior and disabled transportation system and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the senior and disabled transportation service. The person or persons who signature appears below are authorized to sign this assurance on behalf of the Recipient.

Megan Mahan

City Attorney

Date

Bill Crolley

Deputy City Manager

Date

**APPENDIX A
TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contract") agrees as follows:

1. Compliance With Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin, in the selection and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplies shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the Grand Connection and the City of Grand Prairie or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Grand Connection and the City of Grand Prairie or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the Grand Connection and the City of Grand Prairie shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Grand Connection and the City of Grand Prairie or the Federal Transit Administration may direct as a means of endorsing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplies as a result of such direction, the contractor may request the Grand Connection and the City of Grand Prairie, and in addition, the contractor may request the United States to enter such litigation to protect the interests of the United States.

APPENDIX B TO TITLE VI ASSURANCES

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures, or improvements thereon, or interest from the United States.

(GRANTING CLAUSE)

Now, therefore, the Department of Transportation, as authorized by Law, and upon the condition that the Grand Connection and the City of Grand Prairie will accept title to the lands and maintain the project constructed thereon, the Regulations for the administration of the senior and disabled transportation services and the policies and procedures prescribed by the Federal Transit Administration of the Department of Transportation and also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department

of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Grand Connection and the City of Grand Prairie all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

To have and to hold said lands and interests herein unto the Grand Connection and the City of Grand Prairie and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Grand Connection and the City of Grand Prairie, its successors and assigns.

The Grand Connection and the City of Grand Prairie, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed [,] [and]* (2) that the Grand Connection and the City of Grand Prairie shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any to the above mentioned nondiscrimination conditions, the Department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instructions.*

**Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.*

**APPENDIX C
TO TITLE VI ASSURANCES**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Grand Connection and the City of Grand Prairie pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add "as a covenant running with

the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation 0 Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the Grand Connection and the City of Grand Prairie shall have the right to terminate the (license, lease, permit, etc.) and to reenter and repossess said land and the facilities thereon, and hold the same as if said (licenses, lease, permit, etc.) had never been made or issued.

[Include in deeds]*

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of

**Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Acts of 1964.*

Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Grand Connection and the City of Grand Prairie shall have the right to reenter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Grand Connection and the City of Grand Prairie and its assigns.

**APPENDIX D
TO TITLE VI ASSURANCES**

**APPLICATION OF TITLE VI REQUIREMENTS TO FEDERAL FINANCIAL
ASSISTANCE OF THE URBAN MASS TRANSPORTATION ADMINISTRATION**

Examples: Nondiscrimination on UMTA Projects

The following examples, without being exhaustive, illustrate the application of the nondiscrimination provisions of this part to projects receiving Federal financial assistance under the programs of certain Department of Transportation operating administrations.

1. Any person who is, or seeks to be, a patron of any public vehicle which is operated as a part of, or in conjunction with, a project shall be given the same access, seating, and other treatment with regard to the use of such vehicle as other persons without regard to their race, color, or national origin.
2. No person who is, or seeks to be an employee of the project sponsor or lessees, concessionaires, contractors, licensees, or any organization furnishing public transportation service as a part of, or in conjunction with, the project shall be treated less favorably than any other employee or applicant with regard to hiring, dismissal, advancement, wages, or any other conditions and benefits of employment, on the basis of race, color, or national origin.
3. No person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of transportation service furnished as a part of the project on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, or national origin.
4. The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin.

Attachment B

TITLE VI COMPLAINT FORM

The City of Grand Prairie's Transit Division, as a recipient of federal financial assistance, is required to ensure that its transit service and related benefits are distributed in a manner consistent with Title VI of the Civil Rights Acts of 1964, Any person who believes that he or she, individually, or as a member of any specific class of persons, has been subjected to discrimination under Title VI, on the basis of race, color, or national origin, may file a written complaint with the City of Grand Prairie's Transit Division.

We are asking for the following information to assist us in processing your complaint. If you need help in completing this form, please let us know. Submit your signed complaint and any attachments to:

City of Grand Prairie Transit, Transit Coordinator

1821 S. Highway 161, Grand Prairie, Texas 75051

1. Complainant

Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____

Email Address: _____

2. Person discriminated against (if someone other than the complainant).

Name: _____

Street Address: _____

City, State, Zip Code: _____

Home Tel. Number: _____

Business Number: _____

Email Address: _____

3. Are you represented by an attorney for this complaint?

Yes _____ No _____

If yes, please complete the following:

Attorney's Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

4. Which of the following best describes the reason you believe the discrimination took place?

Race _____ Color _____ National Origin _____

5. Date of the alleged discrimination: _____

6. In the space below, please describe the alleged discrimination. Explain what happened and who you believe was responsible. (Include bus number, route number, name of transit employee(s) involved in the incident, date, location, and time of incident, if applicable.) Attach additional sheet if necessary.

7. Have you filed a complaint of the alleged discrimination with a federal, state, or local agency; or with a state or federal court?

Yes _____ No _____

If yes, check all that apply:

Federal _____ Federal Court _____ State _____ State
Court _____ Local _____

Please provide the name of the Agency where you filed your complaint.

Name: _____

Contact Person: _____

8. Please sign below. You may attach any additional information you think is relevant to your complaint.

Signature of Complainant

Date

Language Assistance Plan

Plan Summary

The City of Grand Prairie has developed this Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided. As defined by Chapter III, Section 9(b) of the FTA Circular 4702.1B. LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this Plan, the City of Grand Prairie used the four-factor LEP analysis which considers the following factors:

1. (a) Include the results of the Four Factor Analysis, including a description of the LEP population(s) served; Spanish is the second most predominant language at 45.4%.
2. (b) Describe how the recipient provides language assistance services by language; all application printed in English and Spanish, our dispatcher and call takers speaks both languages.
3. (c) Describe how the recipient provides notice to LEP persons about the availability of language assistance; Newspapers, City website, and local TV
4. (d) Describe how the recipient monitors, evaluates and updates the language access plan; and all update and monitors are monitored by application process.
5. (e) Describe how the recipient trains employees to provide timely and reasonable language assistance to LEP populations. Quarterly meetings

The Grand Connection (LEP) Four-Factor Analysis

(Limited English Proficiency)

Factor 1: The number and Proportion of LEP persons served on encountered in the eligible service population.

The Grand Connection utilized social and demographic data for the City of Grand Prairie released by the US Census Bureau. The data listed below is from the 2010 Census as it is the most current data available.

Total Population and Housing Units

	2000	2010	Growth %	Change
Population	127,427	175,396	47,969	38%
Housing Units	46,425	62,424	15,999	34%

Subject	Number	Percent
AGE		
Total population	175,396	100.0
Under 5 years	14,913	8.5
5 to 9 years	15,382	8.8
10 to 14 years	15,088	8.6
15 to 19 years	13,807	7.9
20 to 24 years	11,940	6.8
25 to 29 years	12,958	7.4
30 to 34 years	13,621	7.8

35 to 39 years	14,028	8.0
40 to 44 years	13,093	7.5
45 to 49 years	12,590	7.2
50 to 54 years	10,939	6.2
55 to 59 years	8,616	4.9
60 to 64 years	6,750	3.8
65 to 69 years	4,372	2.5
70 to 74 years	2,846	1.6
75 to 79 years	1,990	1.1
80 to 84 years	1,323	0.8
85 years and over	1,140	0.6
Median age (years)	31.3	(X)

Growth by Race

	2000	2010	Change	% Change '00-'10
Total Population	127,427	175,396	47,969	38%
Total Not-Hispanic Population	85,389	100,503	15,114	18%
White	60,118	51,058	(9,060)	-15%
African American	16,948	34,436	17,488	103%
American Indian	678	709	31	5%
Asian	5,574	11,329	5,755	103%
Pacific Islander	59	129	70	119%
Other Race or 2 or More Races	2,012	2,842	830	41%
Hispanic of Any Race	42,038	74,893	32,855	78%

Composition of Growth

	2000	2010	% Total 2000	% Total 2010
Total Population	127,427	175,396	--	--
Total Not-Hispanic Population	85,389	100,503	67.0%	57.3%
White	60,118	51,058	47.18%	29.11%
African American	16,948	34,436	13.30%	19.63%
American Indian	678	709	0.53%	0.40%
Asian	5,574	11,329	4.37%	6.46%
Pacific Islander	59	129	0.05%	0.07%
Other Race or 2 or More Races	2,012	2,842	0.16%	0.16%
Hispanic of Any Race	42,038	74,893	32.99%	42.70%

The Grand Connection is a limited-eligibility demand –response transportation service for the elderly (age 60+) and/or disabled residents of the City of Grand Prairie. According to the data, Grand Prairie is home to 66,398 residents who speak a language other than English at home. The total percentage of LEP individuals that could be a potential Grand Connection customer is about 40.4%.

Since The Grand Connection is a limited eligibility program, only about 10.4% of Grand Prairie residents are currently eligible. According to the data encounters with LEP persons are limited. In the past three years, there have been no documented incidents where limited English proficiency has resulted in a loss of service

Factor 2: The Frequency with which LEP individuals come into contact with your program, activates, and services.

Passengers interact with The Grand Connection primarily in three ways:

1. Registration, 2. scheduling, and 3. riding the bus. LEP persons are usually identified at the registration stage as all passengers must register with The Grand Connection prior to scheduling a trip or boarding a bus. Process for edifying LEP customers;

- Each Customer doing registration is identified by LEP and is entered into the transit software system. Each trip the customers LEP automatic populate on the drivers Mobil Data Terminal ensures the customer trip is completed.

Dispatch and City staffs are available to provide translation assistance to LEP individuals during this process if they did not bring a relative or acquaintance to translate for them. As of December 16, 2019 there are approximately 4,500 registered users of the service and about 2,157 active users and about 300 of the registered residents are LEP individuals. Monthly reports from the transit software provides LEP contacts.

The Grand Connection has staff on duty for LEP individuals and the City of Grand Prairie staff is available.

Factor 3: The importance to LEP persons of your program, activities and services.

The Grand Connection services are equally important to LEP persons as it is to non-LEP persons but there has been no formal research done. Since The City of Grand Prairie does not currently have public transportation. The Grand Connection strives to provide transportation to all eligible Grand Prairie residents; LEP persons do not have a greater difficulty obtaining The Grand Connection service than non-LEP persons. In order to ensure that all LEP individuals are given the opportunity to use The Grand Connection services there is one staff member on duty to identify LEP passengers.

Factor 4: The resources available to the recipient and costs.

The Grand Connection Currently has one employee that is a dedicated translator for LEP resident and passengers. The City of Grand Prairie has staff members that are fluent in languages other than English are available to provide translation services as needed for both in person encounters and documents translation. There is no cost to The Grand Connection for these services.

Language Assistance Plan

Plan Summary

The City of Grand Prairie has developed this Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided. As defined by Chapter III, Section 9(b) of the FTA Circular 4702.1B. LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this Plan, the City of Grand Prairie used the four-factor LEP analysis which considers the following factors:

1. (a) Include the results of the Four Factor Analysis, including a description of the LEP population(s) served; Spanish is the second most predominant language at 45.4%.
2. (b) Describe how the recipient provides language assistance services by language; all application printed in English and Spanish, our dispatcher and call takers speaks both languages.
3. (c) Describe how the recipient provides notice to LEP persons about the availability of language assistance; Newspapers, City website, and local TV
4. (d) Describe how the recipient monitors, evaluates and updates the language access plan; and all update and monitors are monitored by application process.
5. (e) Describe how the recipient trains employees to provide timely and reasonable language assistance to LEP populations. Quarterly meetings

**THE GRAND CONNECTION
AND
THE CITY OF GRAND PRAIRIE
TITLE VI ASSESSMENT INFORMATION
December 16, 2019**

I. POPULATION CHARACTERISTICS

Grand Prairie's population grew to over 178,290 in the 2010 Census. A total of 774 single family and 372 multi-family housing units were completed in 2000. Higher occupancy rates for multi-family housing also contributed to the population growth. Based on historic trends, Grand Prairie's population is expected to exceed 200,000 by the Year 2020.

Grand Prairie is 28 miles long and 8 miles wide, encompassing 48,921.26 acres. In land area, we are the 4th largest according to the Greater Dallas Area Chamber of Commerce.

II. PROFILE OF THE SERVICE AREA

A. Population Statistics (2010)

	Total Population		Hispanic		Non-Hispanic	
	Number	Percent	Number	Percent	Number	Percent
Total	175,396	100.0%	74,893	42.70%	100,503	57.3%
White alone	51,058	29.11%	18,852	14.8%	60,118	47.2%
Black/African American alone	34,436	19.63%	294	0.2%	16,948	13.3%
American Indian and Alaska Native alone	709	0.53%	304	0.2%	678	0.5%
Asian alone	11,329	6.46%	58	0.0%	5,574	4.4%
Native Hawaiian and Other Pacific Islander alone	129	0.7%	15	0.0%	59	0.0%
Some other race alone	2,842	.16%	20,108	15.8%	157	0.1%
Two or more races	4,262	3.3%	2,407	1.9%	1,855	1.5%

B. Population Trends

1.	1980 Total Population	71,650
2.	1990 Total Population	100,565
3.	1997 Total Population	114,439
4.	2000 Total Population	127,427
5.	Growth from 2000 to 2010	175,396

C. Income Trends (2010)

1.	Median Family Income	\$46,955
2.	Estimated Average Household Income	52,733
3.	Estimated Per Capita Income	2

D. Households Below the Poverty Level

Total population with income below poverty level	14,018	100.0%
White	6,569	46.9%
Black	2,262	16.1%
American Indian/Alaska Native	117	0.8%
Asian	365	2.6%
Native Hawaiian/Pacific Islander	24	0.2%
Other race	4,084	29.1%
Two or more races	597	4.3%
Hispanic (any race)	7,650	54.6%

E. Auto Availability Characteristics (2010)

	<u>Number</u>	<u>Percent</u>
1. None	2,105	4.9%
2. One Vehicle	14,512	33.3%
3. Two Vehicles	18,895	43.3%
4. Three or more Vehicles	8,061	18.5%

F. Employment Rate (2010) 96.2%

G. Housing

1. Single Family	29,965
2. Multi-Family	10,795
3. Mobile Homes	1,734
4. Total	62,424
5. New Housing Units in 2010	1,615

H. Economy

1. Total Effective Buying Income	
1997	\$1,869,571
1998	\$1,910,307
2010 Median Household Effective Buying	\$43,100
2. Taxable Value – FY 2010	\$5,847,157,714
3. Tax Rate Per \$100 Valuation – FY 2010	0.669998
4. New Jobs in 2010	720

SOURCE OF STATISTICS: 2010 U.S. CENSUS and U.S. GAZETTEER
 AREA COVERED: CITY OF GRAND PRAIRIE, TEXAS

III. FIXED FACILITY IMPACT ANALYSIS

No construction or fixed facilities will be funded through this grant application.

IV. DISTRIBUTION OF SERVICE

A. Roster of Equipment

B. Vehicle Assignment Records

No fixed routes are used. Service is provided on a demand-response operation. All parts of the City of Grand Prairie are included in the service area.

C. Loan Factor Analysis

System is a demand-responsive operation.

D. Distribution of Other Facilities

System is a demand-responsive operation with door-to-door service. The Grand Connection transit office is located at 1821 S. Highway 161, Grand Prairie, Texas and the dispatch office is located at 1821 S. highway 161, Grand Prairie, Texas.

E. Accessibility Provided by the System

Information remains as previously submitted.

F. Service Map

No map is provided since the applications being submitted by the City of Grand Prairie concern a demand-responsive operation. The operation is for door-to-door senior and disabled transportation services only, which serves the entire city limits.

V. DISCUSSION - DISTRIBUTION OF OTHER TRANSPORTATION BENEFITS

A. Changes in Service Features

There presently exists no public transportation service within the City of Grand Prairie. The Grand Connection is the only service the City of Grand Prairie provided for senior and disabled citizens at this time.

The Grand Connection fleet consists of eleven (12) vehicles, eight (8) of these vehicles are used to provide the service, four (4) serve as back-up, and none (0) are awaiting disposal. Additional service is provided by contracted taxi service.

B. Information Dissemination

A city-wide effort is being made to notify all citizens about the senior and disabled transportation service through media coverage, literature, senior citizen center, nutrition center program and public speaking engagements. Articles have appeared in the Grand Prairie Daily News and the Arlington Star Telegram. To date, we have certified over 2,717 individuals to use our service.

Through the combined efforts and the response to the ridership, it is estimated that 20% to 30% of the citizens of Grand Prairie are acquainted with the senior and disabled transportation system available.

C. Participation and Decision-Making

Public notices are posted for participation encouragement to the general citizenry. The Transit Coordinator for the City of Grand Prairie reviews any application that has

questionable responses or if further documentation is required.

D. Bilingual Facilities

Although approximately 11% of the total population is Hispanic, it is estimated that over 7.50% are able to read and speak English.
We also have an employee on staff that is bilingual.

E. A-95 Review Process

No comments have been received from civil rights organizations in the community.

ATTACHMENT B

TITLE VI PUBLIC NOTICE

Background

A Title VI Notice to the Public assuring compliance with Title VI of the Civil Rights Act of 1964 must be displayed to inform Grand Connection customers of their rights under Title VI. At a minimum, transit systems must post the notice on the agency's website and in public areas of the agency's office(s), including the reception desk, meeting rooms, etc. Many agencies display their Title VI Notices in transit facilities (e.g., headquarters, transit shelters and stations, etc.), and on transit vehicles (e.g., buses, shelters, etc.). The Title VI Notice is a vital document. If there are Limited English Proficient (LEP) populations in your service area, then the Notice should be provided in English and in any other language(s) spoken by LEP populations. At a minimum, this statement must be included in the Notice—"If information is needed in another language, please contact **972-237-8546** - should be stated in English and in any other language(s) spoken by LEP populations.

Public Notice

Public Notice of Rights under Title VI of the Civil Rights Act of 1964 – Grand Connection **Grand Connection** operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with **Grand Connection**. For information on The Grand Connection's **civil** rights plan and the procedures to file a complaint contact The Grand Connection at 972-2378546 **or** visit our office at 1821 S. highway 161, Grand Prairie, Texas 75051. For more information visit **www.GPTX.org/transit**

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the:

Federal Transit Administration

Office of Civil Rights

Attention: Title VI Program Coordinator

East Building, 5th Floor –TCR

1200 New Jersey Avenue, SE

Washington, DC 20590

If information is needed in another language or alternate format contact **The Grand Connection** **at 972-237-8546 or 1821 S Highway 161 Grand Prairie Texas 75051**

ATTACHMENT B

Attachments
1. Resolution



RESOLUTION NO. _____

APPROVAL OF 2020 TITLE VI PROGRAM

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT FISCAL YEAR 2020-2023 TITLE VI PROGRAM. THE TITLE VI PROGRAM DEMONSTRATES THE CITY OF GRAND PRAIRIE PROCEDURES TO ENSURE PUBLIC TRANSPORTATION SERVICES ARE PROVIDED IN A NONDISCRIMINATORY MANNER, AS REQUIRED BY TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.

WHEREAS, The Federal Transit Administration (FTA) requires that the City Council reviews and approves the updates to the Title VI Program; and

WHEREAS, FTA requires that grant recipients, such as the Grand Connection Transit, submit a Title VI program every three years documenting compliance with Title VI; and

WHEREAS, The 2017 Title VI Program has no major programmatic changes, but includes Updates to several program components, including demographics of the Transit Zone and customers; the Language Assistance Plan; the Public Participation Plan; monitoring of service standards; and Title VI complaints received and investigated; and

WHEREAS, The City of Grand Prairie and The Grand Connection is committed to ensuring that its policies and programs are designed to ensure meaningful participation in and equal access to transit services for minority, low-income, and limited-proficient populations; now, therefore be it

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

Section 1. That, the City Manager is authorized to execute and file applications on behalf of the City of Grand Prairie with the, Federal Transit Administration (FTA) to Section 9 of the Urban Mass Transportation Act of 1964, as amended.

Section 2. That, the City Manager is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

Section 3. That, the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

Section 4. That, this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS 2ND DAY OF JUNE 2020

ATTEST:

APPROVED:

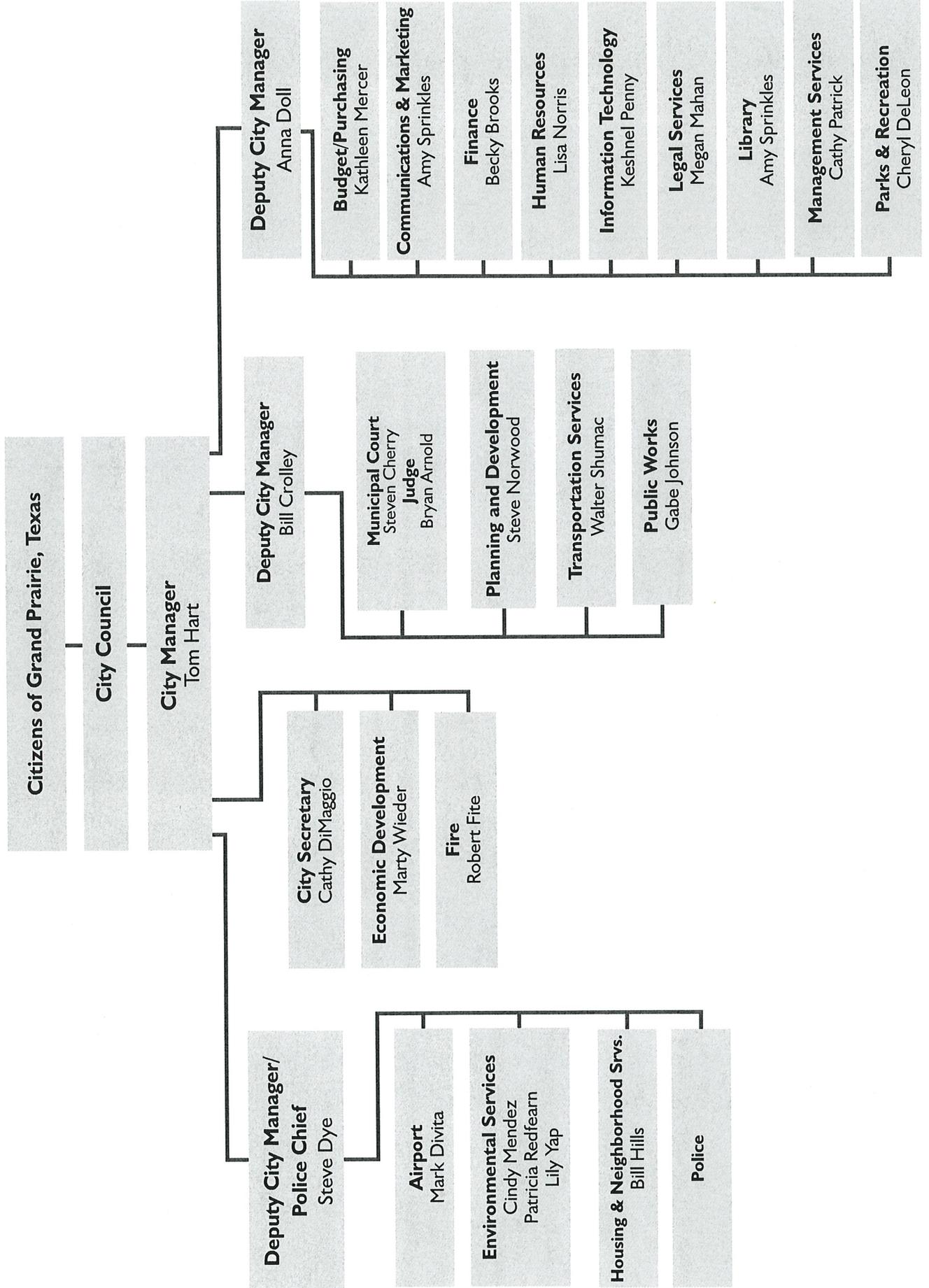
City Secretary

Mayor

APPROVED AS TO FORM:

City Attorney

ORGANIZATIONAL CHART





Legislation Details (With Text)

File #: 20-9982 **Version:** 1 **Name:** Master Interlocal with the City of New Braunfels
Type: Resolution **Status:** Consent Agenda
File created: 5/12/2020 **In control:** Purchasing
On agenda: 6/2/2020 **Final action:**
Title: Resolution authorizing the City Manager to execute a master interlocal purchasing agreement between the City of Grand Prairie and the City of New Braunfels, Texas

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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From
Angi Mize

Title
Resolution authorizing the City Manager to execute a master interlocal purchasing agreement between the City of Grand Prairie and the City of New Braunfels, Texas

Presenter
Bryce Davis, Purchasing Manager

Recommended Action
Approve

Analysis
Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Contracts Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services.

The City of New Braunfels, Texas and the City of Grand Prairie would like to enter into a master interlocal agreement that would authorize each to utilize current active and future contracts awarded by the other entity.

The supplier for each contract shall bill the entity using the contract directly for all goods and services purchased and each entity shall be responsible for payments and ensuring the supplier's compliance with all conditions of the agreement.

Financial Consideration
None

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER INTERLOCAL AGREEMENT WITH THE CITY OF NEW BRAUNFELS, TEXAS

WHEREAS, the City Council of the City of Grand Prairie, Texas, approves the terms and conditions of the Interlocal Purchasing Agreement between the City of New Braunfels, Texas providing for a cooperative purchasing program for goods and services; designating the Purchasing Manager or his designee, as the official representative for the City of Grand Prairie; and

WHEREAS, the City of Grand Prairie, Texas, pursuant to the authority granted under Section 271.101 to 271.102 of the Local Government Code, desires to participate in the described purchasing program, and is of the opinion that participation in this program will be highly beneficial to the taxpayers through anticipated savings to be realized;

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

SECTION 1. THAT the Cooperative Purchasing Agreement with the City of New Braunfels, Texas is found to be acceptable and in the best interest of the City of Grand Prairie and its citizens and is hereby approved.

SECTION 2. THAT the City Manager is authorized to execute the agreement hereby approved on behalf of the City and that the Purchasing Manager or his designee is hereby designated to act for the City of Grand Prairie in all matters relating to Cooperative Purchasing Agreement including the designation of specific contracts in which the City of Grand Prairie desires to participate.

SECTION 3. THAT this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, JUNE 2, 2020.



Legislation Details (With Text)

File #: 20-9869 **Version:** 1 **Name:** Resolution-LPAFA with TxDOT for GSW under I20
Type: Resolution **Status:** Consent Agenda
File created: 3/12/2020 **In control:** Engineering
On agenda: 6/2/2020 **Final action:**

Title: Resolution authorizing the City Manager to enter into a Local Project Advance Funding Agreement (LPAFA) with TxDOT for Great Southwest Parkway improvements under Interstate 20 from Eastbound to Westbound frontage roads with \$711,375 of City funding

Sponsors:

Indexes:

Code sections:

Attachments: [Draft AFA LongGen.pdf](#)
[WO 618.81 STRT.pdf](#)

Date	Ver.	Action By	Action	Result
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From
max

Title
Resolution authorizing the City Manager to enter into a Local Project Advance Funding Agreement (LPAFA) with TxDOT for Great Southwest Parkway improvements under Interstate 20 from Eastbound to Westbound frontage roads with \$711,375 of City funding

Presenter
Walter Shumac, Director of Transportation

Recommended Action
Approve

Analysis
The City of Grand Prairie is entering into a partnership agreement with TXDOT for Great Southwest Parkway improvements under Interstate 20 from EB to WB frontage roads. This work includes additional lane on Great Southwest Parkway in each direction under IH20 from EB to WB frontage roads. These improvements will reduce congestion at Great Southwest Parkway and IH20 interchanges without additional capacity on Great Southwest Parkway under IH-20, that the interchange will become more of a bottleneck; particularly with Great Southwest Parkway improvement to 6 lanes in each direction. These improvements will provide significant mobility enhancements within the corridor

The overall project cost is \$3,512,130 of which \$2,126,400 is federally funded, \$674,355 is state funded and \$711,375 is locally funded.

Financial Consideration
City’s portion of the estimated \$3,512,130 cost of the project is about 20.25% (\$711,375). Funding agreement

calls for the city to pay \$186,060 upon execution and before construction. Funding for this project in the amount of \$450,000 is available in the WO #01808103. The remaining amount of \$261,375 will be available by separate ordinance request on the June 2, 2020 Council for approval.

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR GREAT SOUTHWEST PARKWAY IMPROVEMENTS UNDER INTERSTATE 20 FROM EASTBOUND TO WESTBOUND FRONTAGE ROADS.

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widening Great Southwest Parkway to 6 lanes with sidewalks**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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

SECTION 1. The City Manager is authorized to execute a LPAFA with TxDOT on behalf of the City of Grand Prairie.

SECTION 2. The project is improving Great Southwest Parkway under Interstate 20 from eastbound to westbound frontage roads.

SECTION 3. The City Manager is authorized to execute contract agreements on behalf of the City of Grand Prairie with the TxDOT for aid in the financing of construction projects.

SECTION 4. The City of Grand Prairie will serve as the public sponsor and lead project contact on these projects. The City of Grand Prairie agrees to designate a single point of contact for the project.

SECTION 5. The City of Grand Prairie understands and acknowledges that all awarded funding is provided on a reimbursement basis.

SECTION 6. This project will continue the significant mobility enhancements along the Great Southwest

Parkway corridor to Interstate 20.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,
JUNE 2, 2020.**

TxDOT:		Federal Highway Administration:	
CSJ #	2374-05-092	CFDA No.	20.205
District #	02- Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950		
Project Name	IH 20	<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
CONGESTION MITIGATION & AIR QUALITY
AND SURFACE TRANSPORTATION BLOCK GRANT
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Grand Prairie**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widening Great Southwest Parkway to 6 lanes with sidewalks**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

TxDOT:		Federal Highway Administration:	
CSJ #	2374-05-092	CFDA No.	20.205
District #	02- Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950		
Project Name	IH 20	<i>AFA Not Used For Research & Development</i>	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of widening Great Southwest Parkway from 4 lanes to 6 lanes with sidewalks. Limits for Great Southwest Parkway are from eastbound Interstate Highway 20 Frontage Road to westbound Interstate Highway 20 Frontage Road.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

TxDOT:		Federal Highway Administration:	
CSJ #	2374-05-092	CFDA No.	20.205
District #	02- Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950		
Project Name	IH 20	<i>AFA Not Used For Research & Development</i>	

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local

TxDOT:		Federal Highway Administration:	
CSJ #	2374-05-092	CFDA No.	20.205
District #	02- Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950		
Project Name	IH 20	<i>AFA Not Used For Research & Development</i>	

Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

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- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

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- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any

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change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq.,

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including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title,

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and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Grand Prairie ATTN: Deputy City Manager 206 W. Church Street Grand Prairie, Texas 75050	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA

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and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of

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enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

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Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

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28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ _____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

TxDOT:		Federal Highway Administration:	
CSJ #	2374-05-092	CFDA No.	20.205
District #	02- Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950		
Project Name	IH 20	<i>AFA Not Used For Research & Development</i>	

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

Date

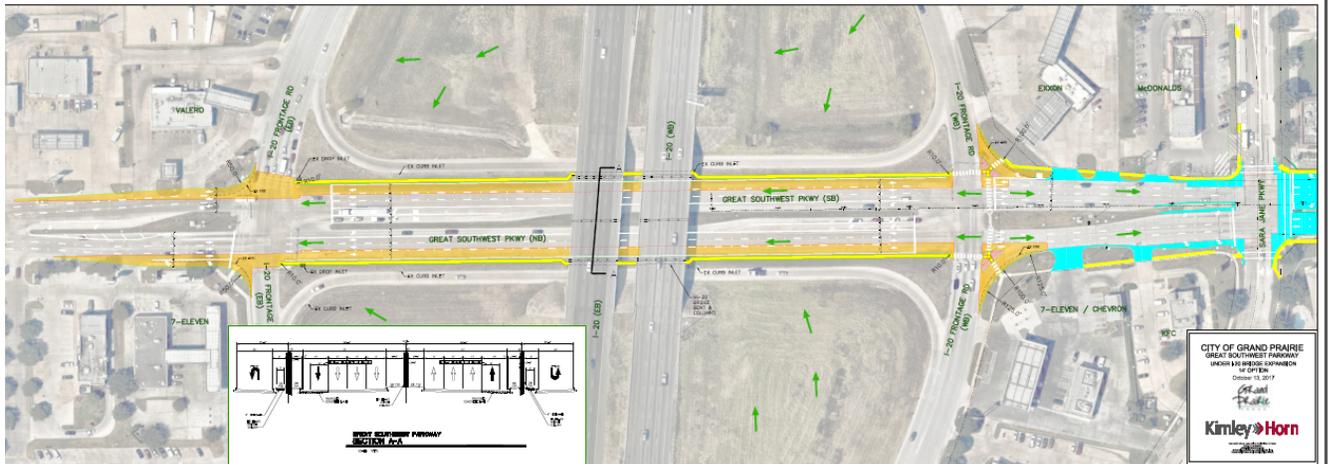
DRAFT

TxDOT:		Federal Highway Administration:	
CSJ #	2374-05-092	CFDA No.	20.205
District #	02 Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950		
Project Name	IH 20	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

TxDOT:		Federal Highway Administration:	
CSJ #	2374-05-092	CFDA No.	20.205
District #	02 Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950		
Project Name	IH 20	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT B LOCATION MAP SHOWING PROJECT



Great Southwest Parkway from eastbound IH 20 frontage road to westbound IH 20 frontage road.

TxDOT:		Federal Highway Administration:	
CSJ #	2374-05-092	CFDA No.	20.205
District #	02 Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950		
Project Name	IH 20	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% State funding until the federal/state funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$250,300	0%	\$0	0%	\$0	100%	\$250,300
Environmental (by Local Government)	\$50,000	0%	\$0	0%	\$0	100%	\$50,000
Right of Way (by Local Government)	\$100,000	0%	\$0	0%	\$0	100%	\$100,000
Utilities (by Local Government)	\$100,000	0%	\$0	0%	\$0	100%	\$100,000
Construction (by Local Government)	\$2,658,000	80%	\$2,126,400	20%	\$531,600	0%	\$0
Subtotal	\$3,158,300		\$2,126,400		\$531,600		\$500,300
Environmental Direct State Costs	\$2,500	0%	\$0	0%	\$0	100%	\$2,500
Right of Way Direct State Costs	\$5,000	0%	\$0	0%	\$0	100%	\$5,000
Engineering Direct State Costs	\$12,515	0%	\$0	0%	\$0	100%	\$12,515
Utility Direct State Costs	\$5,000	0%	\$0	0%	\$0	100%	\$5,000
Construction Direct State Costs	\$186,060	0%	\$0	0%	\$0	100%	\$186,060
Indirect State Costs	\$142,755	0%	\$0	100%	\$142,755	0%	\$0
TOTAL	\$3,512,130		\$2,126,400		\$674,355		\$711,375

Initial payment by the Local Government to the State: \$25,015.00

Payment by the Local Government to the State before construction: \$186,060.00

Estimated total payment by the Local Government to the State \$211,075.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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

Fund/Activity Account: 400192 / 01808103

Project Title: Pavement Widening along GSW under I20

Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Contribution to other Gov 65214	\$450,000	\$450,000	\$261,375	\$711,375	\$711,375
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$450,000	\$450,000	\$261,375	\$711,375	\$711,375



Legislation Details (With Text)

File #: 20-9995 **Version:** 1 **Name:** SU200501/S200501 - Auto Repair at 2310, 2314, 2318 Poulin

Type: Agenda Item **Status:** Public Hearing on Zoning Applications

File created: 5/15/2020 **In control:** Planning and Zoning Commission

On agenda: 6/2/2020 **Final action:**

Title: SU200501/S200501 - Specific Use Permit/Site Plan - Auto Repair at 2310, 2314, 2318 Poulin (City Council District 5). Specific Use Permit for Major Auto Repair and an Auto Body and Paint Shop. Lots 3, 4, 5, and 6, Block 4, Poulin's Addition and part of Tract 5 of E Crockett Survey, Abstract No. 222, City of Grand Prairie, Dallas County, Texas, zoned LI, within Central Business District No. 3, and addressed as 2310, 2314, and 2318 Poulin Ave. The agent is Tony Shotwell and the owner is Advantage Financing. (On May 26, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - Boundary Description.pdf](#)
[Exhibit B - Site Plan.pdf](#)
[SU200501 S200501 PZ Draft 05-26-20.pdf](#)

Date	Ver.	Action By	Action	Result
5/26/2020	1	Planning and Zoning Commission		

From

Chris Hartmann

Title

SU200501/S200501 - Specific Use Permit/Site Plan - Auto Repair at 2310, 2314, 2318 Poulin (City Council District 5). Specific Use Permit for Major Auto Repair and an Auto Body and Paint Shop. Lots 3, 4, 5, and 6, Block 4, Poulin's Addition and part of Tract 5 of E Crockett Survey, Abstract No. 222, City of Grand Prairie, Dallas County, Texas, zoned LI, within Central Business District No. 3, and addressed as 2310, 2314, and 2318 Poulin Ave. The agent is Tony Shotwell and the owner is Advantage Financing. (On May 26, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Presenter

Savannah Ware, AICP, Chief City Planner

Recommended Action

Approve

Analysis

SUMMARY:

Specific Use Permit for Major Auto Repair and an Auto Body and Paint Shop. Lots 3, 4, 5, and 6, Block 4, Poulin's Addition and part of Tract 5 of E Crockett Survey, Abstract No. 222, City of Grand Prairie, Dallas County, Texas, zoned LI, within Central Business District No. 3, and addressed as 2310, 2314, and 2318 Poulin

Ave.

ADJACENT LAND USES AND ACCESS:

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

Table 1: Adjacent Zoning and Land Uses

Direction	Zoning	Existing Use
North	LI	Used Auto Sales
South	LI	Trucking Company, Truck/Tractor
East	LI	Storage
West	LI	Auto Related Business

PURPOSE OF REQUEST:

The applicant intends to establish Major Auto Repair and Auto Body & Paint Shop uses in the Light Industrial (LI) district. Both uses require a Specific Use Permit. The purpose of the Specific Use Permit process is to identify those uses which might be appropriate within a zoning district, but due to either their location, functional or operational nature, could have potentially negative impact upon surrounding properties; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them so as to eliminate such probable negative impacts.

SITE CHARACTERISTICS AND FUNCTION:

The use will consist of two metal buildings totaling 8,742 sq. ft. and a fenced and gated parking area. Three businesses will operate at this location; the applicant currently operates a business from 2314.

The existing parking area consists of gravel drives and 19 parking spaces, half of which are covered parking. The site also includes nine parking spaces in front of the building. These spaces are located in the right-of-way.

The applicant is proposing to add an additional parking area with ten parking spaces south of the building addressed as 2318 Poulin Av. The applicant is proposing crushed concrete as the parking area surface and is requesting approval of the following phasing plan:

- Pave half of new parking area to meet City code within one year of SUP approval; and
- Pave remaining area of new parking area to meet City code within three years of SUP approval.

The Solid Waste Division within the Environmental Services Department has requested that the applicant construct a dumpster enclosure. The dumpster location shown on the site plan is located within the right-of-way and is located over a water line. The Development Review Committee (DRC) has concerns with constructing a permanent structure within the right-of-way and over a water line. DRC recommends that the applicant use a rollaway container to avoid constructing a permanent structure within the right-of-way.

RECOMMENDATION:

The Planning and Zoning Commission recommended approval with the following conditions:

1. No salvaging of vehicles on-site;
2. The applicant shall obtain City Council approval of an encroachment agreement for parking spaces in the right-of-way before the issuance of a certificate of occupancy;

3. The applicant shall maintain crushed concrete on existing parking spaces and on new parking spaces until new spaces are paved to City standards;
4. The applicant shall pave one-half of the new parking area within one year of SUP approval;
5. The applicant shall pave the remaining half of the new parking area within two years of SUP approval; and
6. The applicant and operators shall continue garbage service and provide evidence that they have done so upon City request.

The Development Review Committee (DRC) recommends approval with the following conditions:

1. No salvaging of vehicles on-site;
2. The applicant shall obtain City Council approval of an encroachment agreement for parking spaces in the right-of-way before the issuance of a certificate of occupancy;
3. The applicant shall maintain crushed concrete on existing parking spaces and on new parking spaces until new spaces are paved to City standards;
4. The applicant shall pave one-half of the new parking area within one year of SUP approval;
5. The applicant shall pave the remaining half of the new parking area within three years of SUP approval; and
6. The applicant and operators shall continue garbage service.

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE ZONING ORDINANCE AND MAP BY SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY FOR A SPECIFIC USE PERMIT FOR MAJOR AUTO REPAIR AND AUTO BODY & PAINT BOOTH IN A LIGHT INDUSTRIAL DISTRICT: BEING LOTS 3, 4, 5, AND 6, BLOCK 4, POULIN'S ADDITION AND A PORTION OF TRACT 5, ELIZABETH CROCKETT SURVEY, ABSTRACT NO. 222, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS; SAID ZONING MAP AND ORDINANCE BEING NUMBERED ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and Map of said city so as to amend the zoning designation of said site to include a Specific Use Permit for Major Auto Repair and Auto Body & Paint Booth; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on May 26, 2020, after written notice of such public hearing before the Planning and Zoning Commission on the proposed Specific Use Permit had been sent to owners of real property lying within 300 feet of the property on which the creation of a Specific Use Permit for Major Auto Repair and Auto Body & Paint Booth is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 8 to 0 to recommend to the City Council of Grand Prairie, Texas, that said Zoning Ordinance and Map be amended to allow a Specific Use Permit for Major Auto Repair and Auto Body & Paint Booth; and

WHEREAS, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on June 2, 2020, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing

having been given at least fifteen (15) days prior to such hearing by publication in the, Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

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

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

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

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

passed and approved November 20, 1990, as amended, is hereby further amended so as to establish a Specific Use Permit for Major Auto Repair and Auto Body & Paint Booth on Lots 3, 4, 5, and 6, Block 4, Poulin's Addition and a portion of Tract 5, Elizabeth Crockett Survey, Abstract No. 222, City of Grand Prairie, Dallas County, Texas, as depicted in Exhibit A - Boundary Description, attached hereto.

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

SECTION 3. That for operations of Major Auto Repair and Auto Body & Paint Booth, the following standards and conditions are hereby established as part of this ordinance:

1. The development shall adhere to the City Council approved Exhibit B - Site Plan, of this ordinance, which are herein incorporated by reference.
2. Salvaging of vehicles on site is prohibited.
3. Prior to the issuance of a Certificate of Occupancy, the applicant shall obtain City Council approval of an encroachment agreement for continued use of parking spaces in the right-of-way.
4. The applicant shall maintain crushed concrete on existing parking spaces and on new parking spaces until the time at which new spaces have been paved to City standards.
5. The applicant shall pave one-half of the new parking area within one year of SUP approval.
6. The applicant shall pave the remaining half of the new parking area within three years of SUP approval.
7. The applicant and operators shall continue garage service at this location and provide evidence that they have

done so upon the City's request.

SECTION 4. That the operations of Major Auto Repair and Auto Body & Paint Booth shall comply with the following:

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

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

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

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

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

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

SECTION 10. That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS THE 2ND OF JUNE, 2020.

**ORDINANCE NO.
SPECIFIC USE PERMIT NO.
CASE NO. SU200501/S200501**



CASE LOCATION MAP

Case Number SU200501/S200501

Auto Repair at 2310, 2314, 2318 Poulin



**City of Grand Prairie
Development Services**

(972) 237-8255

www.gptx.org

EXHIBIT "A"

FIELD NOTES

BEING 1.15 ACRES OF LAND, MORE OR LESS OF LOTS 1 AND 2, BLOCK 4 OF FOUNDER'S ADDITION, IN THE CITY OF DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OF SAID TOWN AS RECORDED IN VOLUME 2, PAGE 12 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS AND A PART OF THE SURVEY MADE BY JOHN W. FOSTER, JR., IN DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY NOTES AND DIMENSIONS AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE NORTH CORNER OF FOUNDER AVENUE AT THE NORTH-WEST CORNER OF SAID LOT 1, BLOCK 4;

RUNNING N 85° 30' 00" E, WITH THE NORTH LINE OF SAID FOUNDER AVENUE AND ALONG THE NORTH LINE OF SAID LOTS 1 AND 2, BLOCK 4, A DISTANCE OF 100.00 FEET TO AN IRON PIN IN THE NORTH-EAST CORNER OF SAID LOT 1;

RUNNING S 85° 04' 00" W, WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO AN IRON PIN IN THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE S 85° 15' 00" E, WITH THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 100.00 FEET TO A NAIL IN THE CORNER IN THE WEST (E. O. W.) LINE OF SOUTH BAYNE ROAD;

THENCE SOUTH, WITH SAID EAST LINE OF SOUTH BAYNE ROAD, A DISTANCE OF 150.00 FEET TO AN IRON PIN IN THE CORNER;

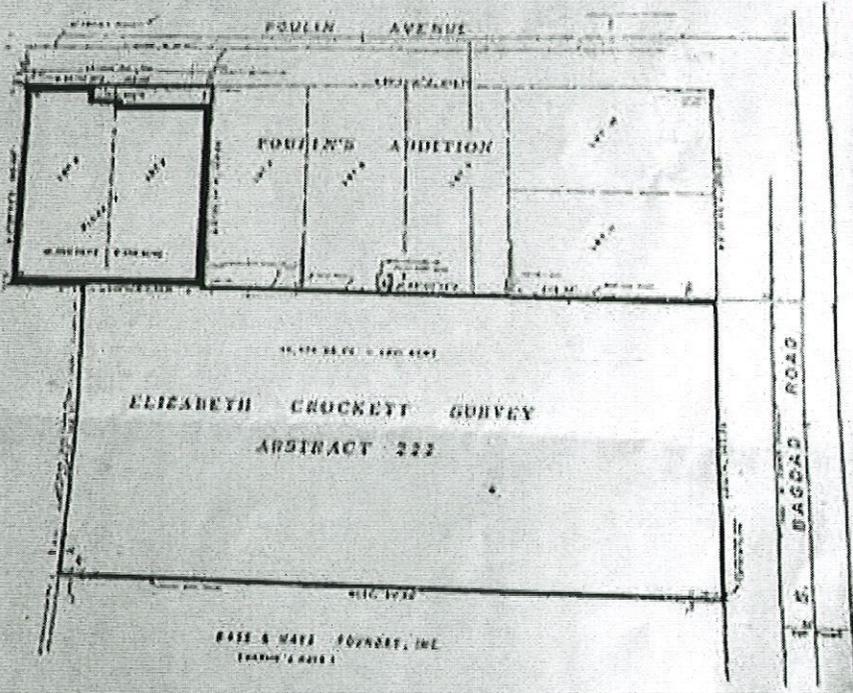
THENCE WEST, WITH THE NORTH LINE OF THE SAID SOUTH BAYNE ROAD, THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 315.00 FEET TO AN IRON PIN IN THE CORNER;

THENCE NORTH, A DISTANCE OF 100.00 FEET TO AN IRON PIN IN THE NORTH LINE OF SAID LOT 2, BLOCK 4;

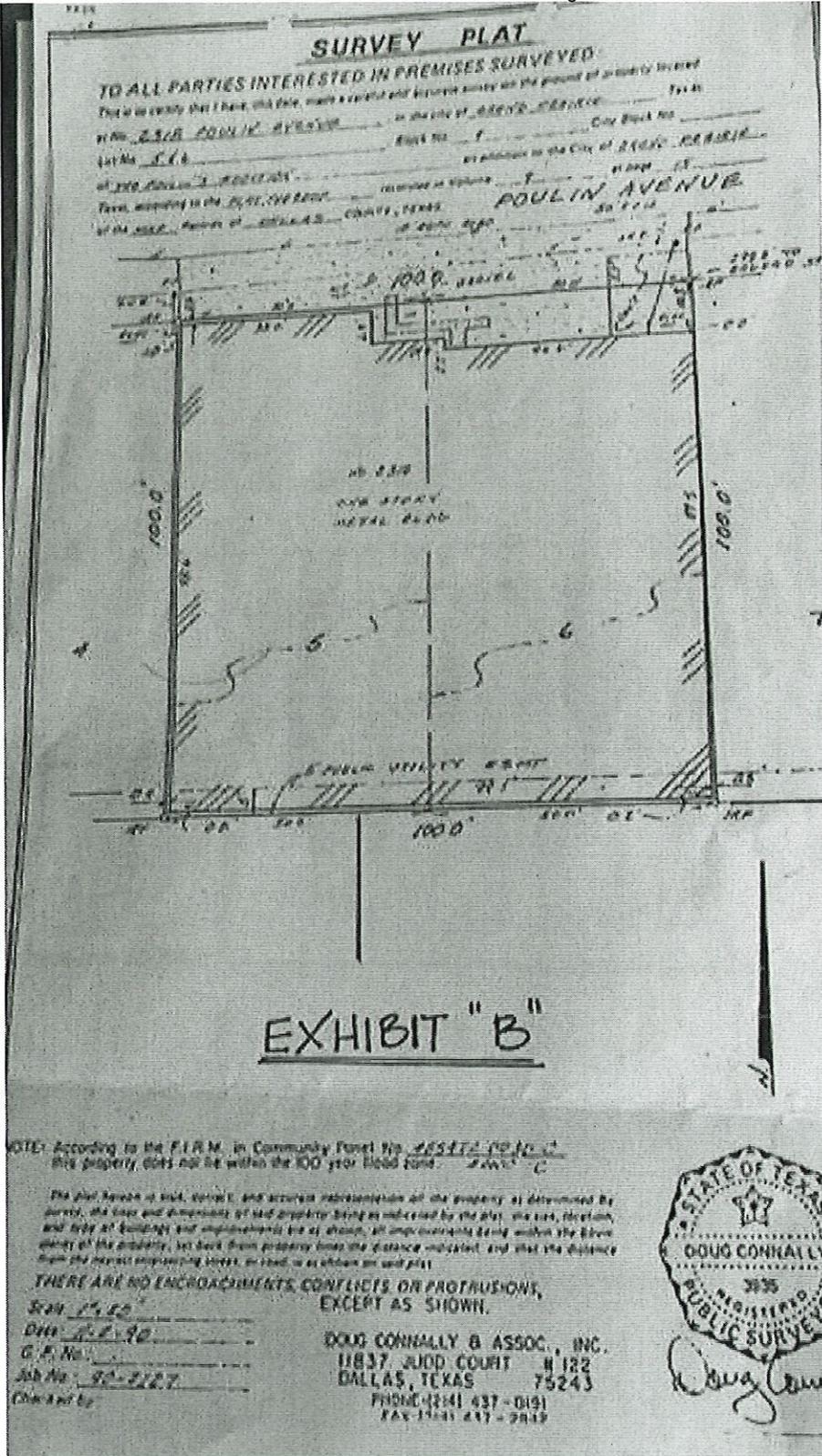
THENCE S 85° 30' 00" E, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 11.00 FEET TO AN IRON PIN IN THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE S 85° 04' 00" E, WITH THE WEST LINE OF SAID LOT 2, A DISTANCE OF 100.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 10.15 ACRES MORE OR LESS OF LAND.

RECEIVED
APR 09 2020



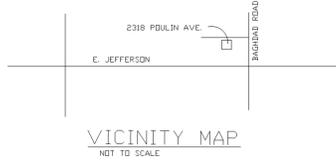
2318 Poulton
SOP APPLICATION



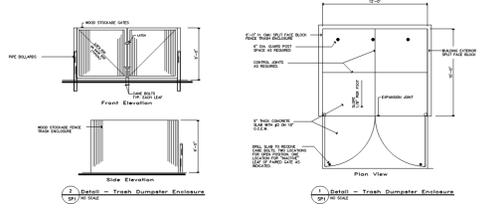
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APR 09 2020

2318 POULIN
SUP APPLICATION

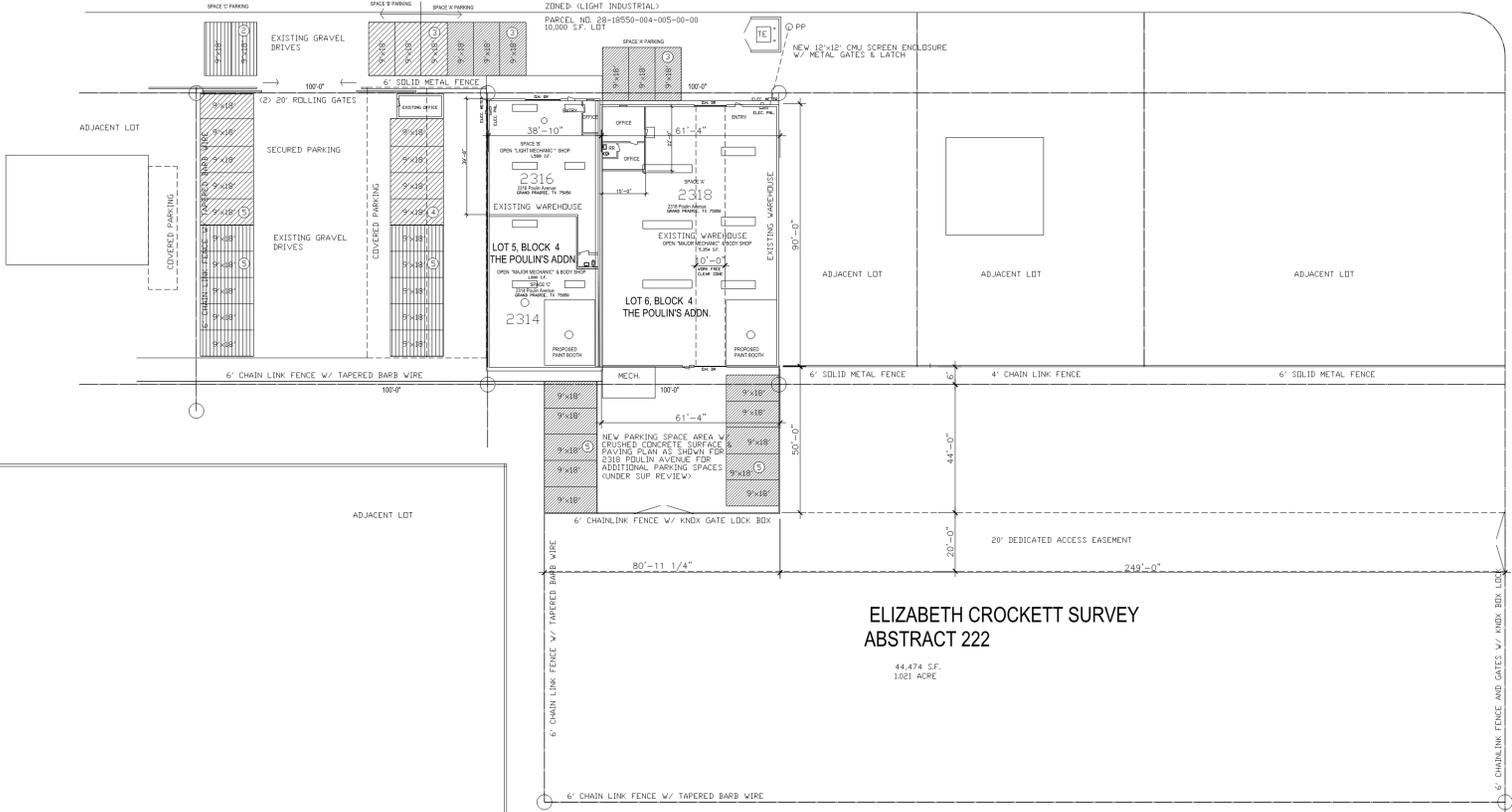
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SITE SUMMARY					
USE	HATCH	INDUSTRIAL / WAREHOUSE			
ZONING		LI (LIGHT INDUSTRIAL)			
LAND AREA		10,000 S.F.			
2318 STE. A		5,354 S.F. PARKING 1/800	6 VISITOR PARKING PROV'D.	10 SECURED PARKING	16 TOTAL PARKS
OFFICE AREA		443 S.F. PARKING 1/375	2 VISITOR PARKING REQ'D.		
2316 STE. B		1,588 S.F. PARKING 1/800	3 VISITOR PARKING PROV'D.	9 SECURED PARKING	12 TOTAL PARKS
OFFICE AREA		64 S.F. PARKING 1/375	1 VISITOR PARKING REQ'D.		
2314 STE. C		1,800 S.F. PARKING 1/800	3 VISITOR PARKING PROV'D.	10 SECURED PARKING	13 TOTAL PARKS
			2 VISITOR PARKING REQ'D.		
TOTAL FLOOR AREA		8,742 S.F. PARKING 1/375			
TOTAL REQUIRED PARKING		5	13 VISITOR PARKING		39 TOTAL PARKS
TOTAL PROVIDED PARKING		39			



2318, 2316, & 2314 POU LIN AVENUE

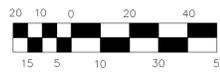


ELIZABETH CROCKETT SURVEY
ABSTRACT 222
44,474 S.F.
1.021 ACRE



PROPOSED SITE USE PLAN

1" = 20'



BAGDAD ROAD

1	ISSUED FOR SUBMITTAL REVIEW	2-25-2020
2	REVISED PER COMMENTS, W/ 36X24 SHEET	3-23-2020

No. Revisions/Submissions Date

PSA Designs
Cad Drafting Tech., Services
(817) 808-2664
Patrick Saucedo Jr., Project Manager
Patmoswill@gmail.com

ADVANTAGE FINANCIAL
6917 Miller Road, Rowlett, Texas
2318, 16 & 14 Poulin Road, Grand Prairie, Texas 75050

Drawing Title
PROPOSED SITE USE PLAN

Drawn	Checked
Project No. 0001	
Date	
Drawing No.	

SD1

1 2 3 4 5 6 7 8 9 10 11 12 13 14

Grand Prairie
T E X A S
D r e a m B i g ★ P l a y H a r d
REGULAR PLANNING AND ZONING COMMISSION
MEETING MINUTES
MAY 26, 2020

COMMISSIONERS PRESENT: Chairperson Josh Spare, Vice-Chairperson Shawn Connor, Secretary Max Coleman, and Commissioners, Cheryl Smith, Warren Landrum, Julia Perez, Bill Moser, Clayton Fisher.

COMMISSIONERS ABSENT: Eric Hedin

CITY STAFF PRESENT: Deputy City Manager Bill Crolley, Savannah Ware, Chief City Planner, Mark Dempsey, Deputy City Attorney, Brett Huntsman, Transportation Planner, and Chris Hartmann, Executive Assistant.

Chairperson Josh Spare called the meeting to order by Video Conference at 6:30 p.m. Commissioner Smith gave the invocation, and Commissioner Moser led the pledge of allegiance to the US Flag, and the Texas Flag.

PUBLIC HEARING AGENDA Item #7 – SU200501/S200501 - Specific Use Permit/Site Plan - Auto Repair at 2310, 2314, 2318 Poulin (Commissioner Moser/City Council District 5). Chief City Planner Savannah Ware presented the case report and gave a Power Point presentation for a Specific Use Permit for Major Auto Repair and an Auto Body and Paint Shop. Lots 3, 4, 5, and 6, Block 4, Poulin's Addition and part of Tract 5 of E Crockett Survey, Abstract No. 222, City of Grand Prairie, Dallas County, Texas, zoned LI, within Central Business District No. 3, and addressed as 2310, 2314, and 2318 Poulin Ave. The agent is Tony Shotwell and the owner is Advantage Financing.

Ms. Ware stated the applicant intends to establish Major Auto Repair and Auto Body & Paint Shop uses in the Light Industrial district. Both uses require a Specific Use Permit. The purpose of the Specific Use Permit process is to identify those uses, which might be appropriate within a zoning district. Due to the location, functional or operational nature could have potentially negative impact upon surrounding properties; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them to eliminate such probable negative impacts. The use will consist of two metal buildings totaling 8,742 sq. ft. and a fenced and gated parking area. Three businesses will operate at this location; the applicant currently operates a business from 2314. The existing parking area consists of gravel drives and 19 parking spaces, half of which are cover parking. The site also includes nine parking spaces in front of the building. These spaces are located in the right-of-way. The applicant is proposing to add an additional parking area with ten parking spaces south of the building addressed as 2318 Poulin Ave. The applicant is proposing crushed concrete as the parking area surface and is requesting approval of the following phasing plan: Pave half of new parking area to meet City code within one year of SUP approval; and Pave

remaining area of new parking area to meet City code within three years of SUP approval. The Solid Waste Division within the Environmental Services Department has requested that the applicant construct a dumpster enclosure. The dumpster location shown on the site plan is located within the right-of-way and is located over a water line. The Development Review Committee has concerns with constructing a permanent structure within the right-of-way and over a water line. DRC recommends that the applicant use a rollaway container to avoid constructing a permanent structure within the right-of-way.

Ms. Ware stated the Development Review Committee recommends approval with the following conditions:

1. No salvaging of vehicles on-site;
2. The applicant shall obtain City Council approval of an encroachment agreement for parking spaces in the right-of-way before the issuance of a certificate of occupancy;
3. The applicant shall maintain crushed concrete on existing parking spaces and on new parking spaces until new spaces are paved to City standards;
4. The applicant shall pave one-half of the new parking area within one year of SUP approval;
5. The applicant shall pave the remaining half of the new parking area within three years of SUP approval; and
6. The applicant and operators shall continue garbage service.

Commissioner Moser asked how would we make sure the applicant has garbage service. Ms. Ware stated there is an annual ARB inspections conducted each year. Mr. Dempsey stated the commission could make it a condition under the SUP that they maintain a trash receptacle and provide copies of the maintenance service by Republic.

Chairman Spare asked if the city has had any problems with the owner in the past. Ms. Ware replied no.

Commissioner Coleman said he is familiar with this location, and having a roll out garbage container works better for this location.

Chairperson Spare stated there were no more questions for staff, opened the public hearing, and called for individuals wishing to speak on this item.

Tony Shotwell, 309 NE 31st Street, Grand Prairie, TX, stepped forward representing the case and the property owner. Mr. Shotwell stated they are willing to comply with the conditions set by staff and the commission they would keep records of all of the receipts from Republic.

There being no further discussion on the case commissioner Moser moved to close the public hearing and approve case SU200501/S200501 as presented and recommended by staff with the following conditions:

1. No salvaging of vehicles on-site; and
2. The applicant shall obtain City Council approval of an encroachment agreement for parking spaces in the right-of-way before the issuance of a certificate of occupancy; and

3. The applicant shall maintain crushed concrete on existing parking spaces and on new parking spaces until new spaces are pave to City standards; and
4. The applicant shall pave one-half of the new parking area within one year of SUP approval; and
5. The applicant shall pave the remaining half of the new parking area within two years of SUP approval; and
6. The applicant and operators shall continue garbage service and provide evidence that they have done so upon City request.

The action and vote recorded as follows:

Motion: Moser

Second: Smith

Ayes: Coleman, Connor, Fisher, Landrum, Moser, Perez, Smith, Spare

Nays: None

Approved: 8-0

Motion: **carried.**



Legislation Details (With Text)

File #: 20-10006 **Version:** 1 **Name:** Selection of MTP and DMPT
Type: Agenda Item **Status:** Items for Individual Consideration
File created: 5/20/2020 **In control:** City Secretary
On agenda: 6/2/2020 **Final action:**
Title: Selection of Mayor Pro Tem and Deputy Mayor Pro Tem
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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From
Cathy DiMaggio

Title
Selection of Mayor Pro Tem and Deputy Mayor Pro Tem

Presenter
Mayor Ron Jensen

Recommended Action
Approve