



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Meeting Agenda

City Council

Tuesday, August 18, 2020

4:30 PM

City Hall - Council Chambers
300 W. Main Street

Call to Order

Staff Presentations

- 1 [20-10115](#) EMS 20th Anniversary - Presented by Chief Robert Fite
- 2 [20-10180](#) COVID-19 Update - Deputy City Manager Steve Dye
- 3 [20-10181](#) Community Inclusion - Deputy City Manager/Chief Operating Officer Steve Dye and
Community Inclusion Coordinator Gerald Hodges
- 4 [20-10239](#) Proposed Grand Connection Budget - Presented by Walter Shumac, Transportation
Director

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

Reconvene Meeting

Invocation: Mayor Pro Tem Jorja Clemson

**Pledge of Allegiance to the US Flag and to the Texas Flag led by Council Member
Wooldridge**

Presentations

- 5 [20-10104](#) Announcement of the 2020 Governor's Community Achievement Award - Presented by Dr. Patricia Redfearn

Consent Agenda

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

- 6 [20-10252](#) Minutes of the August 4, 2020 Council Meeting
Attachments: [08-04-2020 Council Minutes](#)
- 7 [20-10054](#) Ratify a Street Services contract with Cobb Fendley & Associates, Inc., in the amount of \$78,495 as well as a 5% contingency of \$3,925, for a total of \$82,420 for Professional Engineering Services related to the street reconstruction and slope rebuild of Cross Creek Circle
Attachments: [20-10054 - CIP Budget Summary Cross Creek Circle.xlsx](#)
[20-10054 - CROSS CREEK AD10 PROF SVC.pdf](#)
[20-10054 - CROSS CREEK EXHIBIT A.pdf](#)
- 8 [20-10249](#) Price Agreement for mowing of TxDOT ROW (Right-of-Way) from Hancock Glen (up to \$84,211.88 annually) for one year with the option to renew for four additional one-year periods totaling \$421,059.40 if all extensions are exercised; and award a secondary mowing agreement to Lawn Patrol Service (up to \$109,704.10 annually) to be used only if the primary contract agreement is unable to fulfill the needs of the City 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: [20086 - CC Exhibit.pdf](#)
[20-10249 Expenditure Information Form](#)
- 9 [20-10243](#) Price Agreement for building maintenance, repair and operations (MRO) supplies, parts, equipment, materials and related services from Lowe's Home Center, Inc. through a national inter-local agreement with OMNIA Partners' at an estimated cost of \$15,000 for seven months with the option to renew for four additional one-year periods totaling \$75,000 if all extensions are exercised and authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

- 10 [20-10246](#) Price agreement for Sodium Hypochlorite from Petra Chemical Acquisition Company, LLC dba DCC Inc., through a national inter-local agreement with BuyBoard at an estimated annual cost of \$96,750 for nine months with the option to renew for two additional one-year periods totaling \$290,250 if all extensions are exercised and authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
Attachments: [CC 20-10246 Price Agreement for Sodium Hypochlorite DCC Inc. Exhibitdocx.p](#)
[CC 20-10246 Price Agreement for Sodium Hypochlorite DCC Inc. Expenditure f](#)
- 11 [20-10116](#) Appointment/Reappointment for expiring terms of members on the Crime Control and Prevention Board
- 12 [20-10251](#) Grand Prairie Sports Facilities Development Corporation, Board of Directors Appointment of President
- 13 [20-10236](#) Final Reconciliation Amendment (Change Order) No.2 to construction contract with Gra-Tex Utilities for Miscellaneous Water and Wastewater Improvements in the net total negative amount of (\$86,670.15)
Attachments: [619.109 WTER.xlsx](#)
[619.123 WWST.xlsx](#)
- 14 [20-10242](#) Three extended warranty agreements for three Caterpillar equipment's powertrain and/or hydraulics at the landfill from Holt Texas, Ltd. DBA Holt CAT in the one-time cost of \$64,617.90, through a national inter-local agreement with BuyBoard
Attachments: [20-10242.doc](#)
- 15 [20-10247](#) Resolution authorizing the City Manager, or his designee, of the City to create Grand Prairie PFC, a Public Facility Corporation
Attachments: [Exhibit B- Bylaws - Grand Prairie PFC](#)
[Exhibit A- Grand Prairie PFC - Certificate of Formation](#)
- 16 [20-10244](#) Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget for the purchase of GETAC body cameras along with In-Car video equipment from Trinity Innovative Solutions in the amount of \$67,150.02 through the Texas DIR-TSO-4075 State contract
Attachments: [Black and White0248.pdf](#)
[20-10244 MC Body Worn and In-Car Cameras](#)
- 17 [20-10256](#) Ordinance amending the FY 2019/2020 Capital Improvement Projects Fund; Inter-local Agreement for Cost Sharing of Sales Tax Advocacy & Consultation from Castle Group, a coalition of cities, in an amount not to exceed \$150,000, with an expiration date of June 1, 2021

Public Hearing on Zoning Applications

- 18 [20-10157](#) S200703 - Site Plan - Jefferson at Grand Prairie (City Council District 6). Site Plan for a multi-family development with 23.03 dwelling units per acre on 16.5 acres. Tract 17, Stephen B McCommas Survey, Abstract No. 888, City of Grand Prairie, Dallas County, Texas, zoned PD-400, within the I-20 Corridor Overlay District, generally located south of I-20 on the west side of Vineyard Rd, and addressed as 1225 W Interstate 20. (On July 27, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 9-0).

Attachments: [Exhibit A - Location Map.pdf](#)

[Exhibit B - Site Plan.pdf](#)

[Exhibit C - Landscape Plan.pdf](#)

[Exhibit D - Building Elevations.pdf](#)

[PZ Draft Minutes 07-27-2020](#)

Items for Individual Consideration

- 19 [20-10238](#) Public hearing regarding the FY 2021 Transit Grant Application for "The Grand Connection" and adoption of a Resolution authorizing the City Manager to submit a Fiscal Year 2021 grant application to the Federal Transit Administration (FTA) in the amount of \$355,000 for capital expenses, \$262,000 for operating expenses, and \$32,950 in Transportation Development Credits; and to the Texas Department of Transportation (TXDOT) for \$170,584. The City will provide a matching requirement of \$382,993 from its General Fund, and the balance of \$24,500 will be funded by Dallas County (\$20,000) and rider fares (\$4,500). The total budget to operate the Grand Connection for Fiscal Year 2021 is \$1,228,027.

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 August 14, 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 #: 20-10115 **Version:** 1 **Name:** EMS 20th Anniversary
Type: Presentation **Status:** Presentations
File created: 6/26/2020 **In control:** City Secretary
On agenda: 8/18/2020 **Final action:**
Title: EMS 20th Anniversary - Presented by Chief Robert Fite
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
EMS 20th Anniversary - Presented by Chief Robert Fite



Legislation Details (With Text)

File #: 20-10180 **Version:** 1 **Name:** COVID-19 Update
Type: Presentation **Status:** Staff Presentations
File created: 7/20/2020 **In control:** City Manager's Office
On agenda: 8/18/2020 **Final action:**
Title: COVID-19 Update - Deputy City Manager Steve Dye

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title
COVID-19 Update - Deputy City Manager Steve Dye



Legislation Details (With Text)

File #: 20-10181 **Version:** 1 **Name:** Community Inclusion
Type: Presentation **Status:** Staff Presentations
File created: 7/20/2020 **In control:** City Manager's Office
On agenda: 8/18/2020 **Final action:**
Title: Community Inclusion - Deputy City Manager/Chief Operating Officer Steve Dye and Community Inclusion Coordinator Gerald Hodges

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Community Inclusion - Deputy City Manager/Chief Operating Officer Steve Dye and Community Inclusion Coordinator Gerald Hodges



Legislation Details (With Text)

File #: 20-10239 **Version:** 1 **Name:** Presentation on Grand Connection Budget
Type: Presentation **Status:** Staff Presentations
File created: 8/5/2020 **In control:** City Secretary
On agenda: 8/18/2020 **Final action:**
Title: Proposed Grand Connection Budget - Presented by Walter Shumac, Transportation Director
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
Proposed Grand Connection Budget - Presented by Walter Shumac, Transportation Director



Legislation Details (With Text)

File #: 20-10104 **Version:** 1 **Name:** 2020 Governor's Community Achievement Award
Type: Presentation **Status:** Presentations
File created: 6/20/2020 **In control:** City Secretary
On agenda: 8/18/2020 **Final action:**
Title: Announcement of the 2020 Governor's Community Achievement Award - Presented by Dr. Patricia Redfearn
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
Announcement of the 2020 Governor's Community Achievement Award - Presented by Dr. Patricia Redfearn



Legislation Details (With Text)

File #:	20-10252	Version:	1	Name:	8-4-2020 Council Minutes
Type:	Minutes	Status:		Status:	Consent Agenda
File created:	8/12/2020	In control:		In control:	City Secretary
On agenda:	8/18/2020	Final action:		Final action:	
Title:	Minutes of the August 4, 2020 Council Meeting				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-04-2020 Council Minutes				

Date	Ver.	Action By	Action	Result
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From
Cathy DiMaggio

Title
Minutes of the August 4, 2020 Council Meeting

Presenter
Cathy DiMaggio, City Secretary

Recommended Action
Approve

Analysis
Minutes are attached.

Financial Consideration
None



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Minutes - Final

City Council

Tuesday, August 4, 2020

6:00 PM

Zoom Videoconference

Call to Order

Mayor Jensen called the meeting to order at 6:01 p.m.

- Present** 8 - Mayor Ron Jensen
Mayor Pro Tem Jorja Clemson
Deputy Mayor Pro Tem Jim Swafford
Council Member Jeff Copeland
Council Member Mike Del Bosque
Council Member Greg Giessner
Council Member Cole Humphreys
Council Member John Lopez
- Absent** 1 - Council Member Jeff Wooldridge

Staff Presentations

- 1** Covid-19 Update - Deputy City Manager Steve Dye

Steve Dye, Deputy City Manager/Chief Operating Officer, updated Council on COVID-19 including infection trends, hospital and ventilator availability, testing contracts, school re-entry plans, small business assistance and emergency assistance available through Grand Prairie United Charities.

Presented

Agenda Review

Mayor Pro Tem asked if Council had any questions on Consent Agenda Items 2 through 26. There were no questions.

Executive Session

There was no executive session.

The Invocation was given by Mayor Pro Tem Jorja Clemson. The Pledge of Allegiance to the US Flag and to the Texas Flag were led by Council Member John Lopez.

Consent Agenda

Mayor Pro Tem Clemson moved, seconded by Deputy Mayor Pro Tem Swafford, to approve Items 2 through 26 on the Consent Agenda. The motion carried 8-0 with Council Member Wooldridge absent.

2 Minutes of the July 14, 2020, City Council Meeting

Approved on the Consent Agenda

3 Ratify, approve, and renew with contract modifications our COVID-19 testing agreement with TopCare Medical Group Inc. DBA Clinicas Mi Doctor for Drive Through Testing with a cumulative change order amount of \$206,500 (COVID-19 Drive Through Testing total contract value increased to \$1,022,500)

Approved on the Consent Agenda

4 Price Agreements for advertisement and notification signs from Reprographic Consultants, Inc. (not to exceed \$13,500 annually), Nieman Printing, Inc. (not to exceed \$5,000 annually), Fastsigns N. Arlington (not to exceed \$10,000 annually), Fast Signs 199 (not to exceed \$10,000 annually), and Arc Document Solutions (not to exceed \$13,500 annually) with the combined costs not to exceed \$50,000 annually; all agreements will be for one year with the option to renew for four additional one-year periods, not to exceed \$250,000 cumulatively 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

Approved on the Consent Agenda

5 Price agreement for Public Safety and Firehouse Supplies and Equipment from Casco Industries, Inc. at an estimated annual cost of \$270,000 through a national interlocal agreement with BuyBoard for eight months with the option to renew for two additional one-year periods totaling \$810,000 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

Approved on the Consent Agenda

6 Price Agreement for Web-based Event Ticketing System from Prekindle (up to \$70,150 annually) for one year with the option to renew for nine (9) additional one-year periods totaling \$701,500, 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

Approved on the Consent Agenda

- 7 Price Agreements for Print, Digital, Non-Print and other Library Resources from Brodart (\$225,000), Midwest Tape (\$30,000), Ingram (\$15,000), and Findaway (\$16,000), through a national interlocal agreement with Texas Comptroller of Public Accounts at an estimated cumulative cost not to exceed \$286,000 for fifteen months with the option to renew for three additional one-year periods totaling \$1,144,000 if all extensions are exercised, and authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Approved on the Consent Agenda

- 8 Price Agreement for Duty and Physical Training Clothing & Screen Printing from Texas Sportswear estimated \$25,000 annually for one year with the option to renew for four (4) additional one year periods totaling \$ 125,000 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

Approved on the Consent Agenda

- 9 Commercial Lease Agreement with Helogistics, Inc. for the lease of airport hangar and office space at Location 9 North A for a one (1) year term beginning October 1, 2020 and ending September 30, 2021 for a monthly rate of One Thousand One Hundred Thirty-Four Dollars and 00/Cents (\$1,134.00) per month and a monthly trash fee of Twenty Dollars and 00/Cents (\$20.00); and may elect to advertise on the electronic message board for a Fifty-Five Dollars (\$55.00) per month fee

Approved on the Consent Agenda

- 10 Change Order/Amendment No. 3 with McMahon Contracting, L.P. in the net negative amount of (\$15,810.26) for Paving, Drainage and Water Improvements in Ragland Road and Day Miar Road

Approved on the Consent Agenda

- 11 Renewal of the price agreement with Professional Coating Technologies, Inc., DBA Fastphalt, through a master interlocal agreement with the City of Arlington, in the annual amount of \$30,000 for a one-year period with the option to renew for two additional one-year periods totaling \$90,000 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% or the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's

obligation during the renewal term(s)

Approved on the Consent Agenda

- 12** Contract with Kona Ice for one year with four one-year renewal options for concession at Lynn Creek Park and Loyd Park with a 30% commission back to the City estimated at \$20,000 annually based on gross revenues collected by vendor totaling \$100,000 (estimated), if all extensions are exercised; authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term

Approved on the Consent Agenda

- 13** Construction contract with Klutz Construction, LLC for Cottonwood and Fish Creek Stream Stability Improvements Phase 1, in the total amount of \$482,010; material testing with Kleinfelder in the amount of \$12,050.25; in-house engineering in the amount of \$24,100.50; and 5% construction contract contingency in the amount of \$24,100.50 for a total project cost of \$542,261.25

Approved on the Consent Agenda

- 14** One time purchase of a Tiger Dam Flood Control System from U.S. Flood Control Corporation at a cost of \$51,371 through a master interlocal agreement with TIPS

Approved on the Consent Agenda

- 15** Contract for the purchase of furniture, fixtures and equipment (FF&E) for Phase Two of the Grand Prairie City Hall Complex Renovations in the total amount of \$776,768.62 which will be divided into two contracts. The first FF&E contract in the amount of \$416,132.73 will be with Interior Resources Group (a Kimball International authorized dealer) through a national interlocal agreement with OMNIA Partners Cooperative. The second contract in the amount of \$360,635.89 will be from Wilson Office Interiors through national interlocal agreements with OMNIA Partners, NCPA, BuyBoard, and TIPS-USA.

Approved on the Consent Agenda

- 16** Contract Amendment #1 with Playground Solutions of Texas, Inc. (PSOT) in the negative amount of \$70,303.13 for scope of work removal associated with the protective rain canopies and shade structures for Firehouse Gastro Park; in addition, a new contract with The Home Depot (THD) in the amount of \$60,050 to provide the protective rain canopy and shade structure work that PSOT recently determined they would not be able to provide (the updated pricing will result in a net negative amount of \$10,253.13 being returned to the project)

Approved on the Consent Agenda

- 17 License for Hardrock Industrial, LLC, a Delaware limited liability company, to allow for construction and operation of a private force main on City owned right-of-way in West Oakdale Road for \$500 for a term of 20 years
Approved on the Consent Agenda
- 18 Change Order/Amendment No. 3 with Hill & Wilkinson General Contractors for the City Hall Municipal Campus Phase Two construction work, in the amount of \$75,637.77, for added exterior structure and materials, new door and revised door frames, supplemental exterior drainage, electrical code compliance upgrades, rooftop mechanical adjustments, miscellaneous interior support framing and drywall additions, elimination of soil conditioning and contractor damage reimbursement.
Approved on the Consent Agenda
- 19 Board Appointment - Cynthia Smith to Commission on Aging
Approved on the Consent Agenda
- 20 Resolution of the City Council of the City of Grand Prairie, Texas, Repealing Sections 1 and 2 of Resolution 5093-2020
Adopted
Enactment No: RES 5100-2020
- 21 Place a proposal on the September 15, 2020 agenda to adopt a 2020 proposed tax rate of \$0.669998/\$100 valuation and call a public hearing on a tax rate that may exceed the 'no new revenue' tax rate
Approved on the Consent Agenda
- 22 Ordinance amending the FY 2019/2020 Cemetery Operating Fund in the amount of \$35,700 for engineering and architectural design services for existing decorative wall repair and construction of new wall for Phase II Expansion at Grand Prairie Memorial Gardens Cemetery and Mausoleum
Adopted
Enactment No: ORD 10866-2020
- 23 Ordinance amending the FY 2019/2020 Capital Improvement Project Budget for the Interlocal Cooperative Agreement between the Cities of Grand Prairie and Irving relating to the Jamison Water Supply Line in the amount of \$3,250,000
Adopted
Enactment No: ORD 10867-2020
- 24 Resolution for an Interlocal Cooperative Agreement between the Cities of Grand

Prairie and City of Irving relating to the Jamison Water Supply Line

Adopted

Enactment No: RES 5101-2020

25

Ordinance amending Chapter 18, "Parks and Recreation," of the Code of Ordinances, through the amendment of the title of the Chapter to "Parks, Arts, and Recreation"; and amendment of Sections 18-5, 18-10, 18-18, and 18-22 relative to park hours, parking, animals, and engaging in activities which may interfere with others use of parks: repealing all ordinances in conflict herewith; providing a cumulative clause, a savings clause, severability clause, a penalty clause, and to become effective upon passage and publication.

Adopted

Enactment No: ORD 10868-2020

26

Resolution authorizing improvements to the City of Grand Prairie Municipal Airport by TxDOT Commission for the design and construction of Fencing Project; the design and construction cost is estimated to be \$166,667; the FAA will be responsible for 99% of the design and construction costs estimated to be \$165,000; and the City of Grand Prairie Airport will be responsible for 1% of the project estimated to be \$1,667

Adopted

Enactment No: RES 5102-2020

Public Hearing on Zoning Applications

27

SU200701/S200701 - Specific Use Permit/Site Plan - Shift Forward Auto (City Council District 1). Specific Use Permit & Site Plan request for Auto Dealer (Internet Only). Lots 9 and 10, Block B, Dalworth Park Addition, City of Grand Prairie, Tarrant County, Texas, zoned Commercial (C), within Central Business District No. 1, and addressed as 2429 Dalworth Street, Suite 102. The applicant is Maurice Williams and the owner is Michael Moussa. (On July 13, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

City Council Action: August 4, 2020

Savannah Ware, Chief City Planner, reviewed Case SU200701/S200701.

Mayor Pro Tem Clemson moved, seconded by Council Member Lopez, to close the public hearing and approve Case SU200701/S200701 for inside sales only. The motion carried unanimously.

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

Enactment No: ORD 10869-2020

28

SU200604/S200604 - Specific Use Permit/Site Plan - Texas Trust Credit Union (City Council District 2). Specific Use Permit and Site Plan for Texas Trust Credit Union, a 4,280 sq. ft. building with three drive-through lanes. Lot 1R2, Block 1, Kohl's Grand Prairie Addition, City of Grand Prairie, Dallas County, Texas, zoned PD-21, within the IH-20 Corridor Overlay District, and addressed as 5850 W IH-20. The agent is Oculus Inc., the applicant is Amy Scherer, L. Keeley Construction, and the owner is Alan Barbee, Texas Trust Credit Union. (On July 13, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

City Council Action: August 4, 2020

Ms. Ware reviewed Case SU200604/S200604.

Deputy Mayor Pro Tem Swafford moved, seconded by Council Member Del Bosque, to close the public hearing and approve Case SU200604/S200604. The motion carried unanimously.

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

Enactment No: ORD 10870-2020

Items for Individual Consideration

29

AV200801 - Alcohol Variance - Tic Toc Food Store (City Council District 3). Alcohol Variance request by Sarad Krishna Manandhar, for alcohol sales within 300 feet of South Grand Prairie High School Located at 3202 Corn Valley Road, legally described as Tract 22, James Ferguson, Abstract 454, PG 505, City of Grand Prairie, Dallas County, Texas, zoned General Retail District.

Ms. Ware stated that this location was across from the South Grand Prairie baseball fields. Council denied a variance in March 2019 at this location but a different operator.

Council Member Del Bosque moved, seconded by Council Member Copeland, to deny Alcohol Variance AV200801. The motion carried unanimously.

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

Citizen Comments

There were no citizen comments.

Adjournment

Mayor Jensen adjourned the meeting at 6:47 p.m.

The foregoing minutes were approved at the August 18, 2020 Council Meeting.

Catherine E. DiMaggio, City Secretary



Legislation Details (With Text)

File #: 20-10054 **Version:** 1 **Name:** Street Services contract with Cobb Fendley & Associates, Inc., in the amount of \$78,495 as well as a 5% contingency of \$3,925 for a total of \$82,420 for Professional Engineering Services related to the street reconstruction and slope rebuild of Cross Cree

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

File created: 6/5/2020 **In control:** Public Works

On agenda: 8/18/2020 **Final action:**

Title: Ratify a Street Services contract with Cobb Fendley & Associates, Inc., in the amount of \$78,495 as well as a 5% contingency of \$3,925, for a total of \$82,420 for Professional Engineering Services related to the street reconstruction and slope rebuild of Cross Creek Circle

Sponsors:

Indexes:

Code sections:

- Attachments:** [20-10054 - CIP Budget Summary Cross Creek Circle.pdf](#)
[20-10054 - CROSS CREEK AD10 PROF SVC.pdf](#)
[20-10054 - CROSS CREEK EXHIBIT A.pdf](#)

Date	Ver.	Action By	Action	Result
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From

Glenda C. Peterson, Street Operations Supervisor

Title

Ratify a Street Services contract with Cobb Fendley & Associates, Inc., in the amount of \$78,495 as well as a 5% contingency of \$3,925, for a total of \$82,420 for Professional Engineering Services related to the street reconstruction and slope rebuild of Cross Creek Circle

Presenter

Gabriel Johnson, Public Works Director

Recommended Action

Approve

Analysis

Staff is requesting ratification of this item because the item was placed on an incorrect agenda date and, therefore, was not approved by Council. During a recent investigation of a sidewalk concern, deficiencies were found with the storm water concrete channel along the north side of Cross Creek Circle. Further inspection revealed voids between the channel wall and the roadway. It has been determined that stabilization of the existing concrete channel wall, sidewalk and roadway are needed.

Financial Consideration

Funding for this new engineering contract with Cobb Fendley & Associates, Inc., in the amount of \$82,420, is

available in the Storm Drainage Capital Projects Fund (401592), WO #02006203 (FY20 Concrete Channel Repair), 68450 (Engineering & Design).

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

Fund/Activity Account: 401592/02006203
 Project Title: Cross Creek Circle Stabilization
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Engineering/Design (6845	\$81,000	\$81,000		\$81,000	\$81,000
Streets, Roads (63030)	\$69,000	\$36,022		\$36,022	\$69,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$150,000	\$117,022	\$0	\$117,022	\$150,000

CITY MANAGER APPROVAL TO PROCEED ON PROFESSIONAL SERVICES CONTRACTS

(NOTE: THIS FORM MUST BE SUBMITTED AND PROJECT APPROVED BEFORE CONTACTING CONSULTANTS)

NAME OF PROJECT/STUDY:

CROSS CREEK CIRCLE STREET RECONSTRUCTION & SLOPE REBUILD

TYPE OF CONTRACT:

Professional Services*

Other Consultant

ESTIMATED COST \$ 82,320

SOURCE OF FUNDS: 401592 (Storm Drainage CIP Fund) – 02006203 (FY20 Channel Repair) – 68450 (Engineering & Design) @ \$ 82,320

BRIEF EXPLANATION/DESCRIPTION OF PROJECT:

Professional Engineering Services for the design plans, specifications, estimates and related documents for the repair and rehabilitation of the concrete channel, storm drains and roadway paving of Cross Creek Circle.

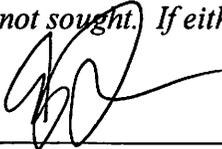
Upon an investigation of a sidewalk concern, staff found significant deficiencies with the storm water concrete channel along the north side of Cross Creek Circle. Further inspection revealed that there are voids between the channel wall and the roadway. It has been determined that stabilization of the concrete channel wall, sidewalk and roadway are needed

DO YOU INTEND TO PREPARE:

NO Request for Qualifications.**

Request for Proposals (Required if not a professional service and more than \$50,000).**

***If neither of the above is answered yes, attach an explanation as to why requests for qualifications and/or proposals are not sought. If either is answered yes, attach a list of consultants you propose to contact.*

SUBMITTED BY:  _____

DATE: 6/5/2020

APPROVED: _____

DATE: _____
CITY MANAGER/DEPUTY CM

****(Professional Services only includes engineer, architect, certified public accountant, land surveying, physician, medicine, optometrist, surgeon, surveyor, lawyer, insurance broker or consultant, construction manager, financial advisors, artist, teachers, appraisers, landscape architectural and geoscientific.***



PROFESSIONAL SERVICES JUSTIFICATION

The Public Works, Street Department would like to use the Professional Services of Cobb Fendley & Associates, Inc., for the design of plans, specifications and estimates for the street reconstruction and slope rebuild of Cross Creek Circle.

Cobb Fendley & Associates, Inc., have provided Professional Services for the City including bridge repairs on E. Jefferson Street (3 separate locations), Roy Orr Blvd., and Duncan Perry Road.

This firm has been in business for 35 years and has a staff of qualified professionals who are familiar with City staff, standard practices, and expectations.

June 4, 2020

Exhibit A
Scope of Services

City of Grand Prairie, Texas
Department of Public Works
1821 S. State Highway 161
P.O. Box 534045
Grand Prairie, TX 75051

Attn: Dane Stovall, Street Services Manager

Re: Cross Creek Circle Street Reconstruction & Slope Rebuild

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional engineering services for the referenced project. CobbFendley's services are to be performed for the sole benefit of the City of Grand Prairie, Texas ("Client"), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, this Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley ("Engineer") with respect to this project.

CobbFendley will provide the City of Grand Prairie (hereinafter called "City") engineering consulting services for the following items:

- Cross Creek Circle
 - Remove and replace concrete street on the north end, including each radius up to the radius return
 - Remove and replace concrete sidewalk and slope paving
 - Retaining wall design
 - Install guard rail / handrail along sidewalk at slope

SCOPE OF SERVICES

A. DESIGN PHASE

1. Prepare design plans in accordance with the standard details and specifications for the City of Grand Prairie, North Central Texas Council of Governments, and TxDOT (if applicable).
2. Conduct an on-site project meeting with City staff to determine the City's needs and preferences regarding the roadway, sidewalk and channel rehabilitation.
3. Perform topographic survey of project area. Verify property corner monumentation as found.
4. Provide design plans at the Conceptual (30%), Preliminary (60%), Pre-Final (90%), and Final (100%) phases of design. Provide the City with ? sets of 11" x 17" plans and a PDF file of the submittal. Each submittal will include:
 - a. Conceptual (30%)
 - i. Cover Sheet

COBB FENDLEY: _____ CLIENT: _____

- ii. Removal Sheet
 - iii. Plan Sheet (showing limits of improvements)
 - b. Preliminary (60%)
 - i. Cover Sheet
 - ii. General Notes (City Standard Sheet)
 - iii. Project Layout
 - iv. Removal Sheet
 - v. Street Plan & Profile Sheet
 - vi. Channel Layout
 - vii. Paving Details
 - viii. Retaining Wall Details
 - ix. Construction Cost Estimate
 - c. Pre-Final (90%)
 - i. Cover Sheet
 - ii. General Notes
 - iii. Quantity Summary
 - iv. Removal Sheet
 - v. Street Plan & Profile Sheet
 - vi. Channel Layout
 - vii. Paving Details
 - viii. Retaining Wall Details
 - ix. Construction Phasing
 - x. Erosion Control
 - xi. Erosion Control Details
 - xii. Construction Cost Estimate
 - xiii. Bid Quantities
 - xiv. Specifications
 - d. Final (100%)
 - i. Same as Pre-Final
- 5. Furnish the City with sealed construction drawings and bid documents in both PDF and AutoCAD format.

B. BID PHASE

1. Provide plans, specifications, and bid documents in PDF format to the City Purchasing Department to be posted on the City website for advertisement. Also provide the bid summary sheets in excel (no formulas) to be posted to the City website.
2. Assist the City in conducting a pre-bid meeting.

COBB FENDLEY: _____ CLIENT: _____

3. Assist the CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents as required.
4. Assist CITY in the opening, tabulating, and analyzing the bids received. Review the qualification information and check references provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the Project. Recommend award of contracts or other actions as appropriate to be taken by CITY.
5. Furnish the following conformed contract documents:
 - a. City
 - i. Contract Documents - 2
 - ii. Full Size (22" x 34") Plans – 4
 - iii. ½ Size (11" x 17") Plans – 2
 - iv. PDF of Contract Documents and Plans
 - b. Contractor
 - i. Contract Documents - 2
 - ii. Full Size (22" x 34") Plans – 4
 - iii. ½ Size (11" x 17") Plans – 2
 - iv. PDF of Contract Documents and Plans

C. CONSTRUCTION PHASE

1. CobbFendley will endeavor to protect CITY in providing these services however, it is understood that CobbFendley does not guarantee the Contractor's performance, nor is CobbFendley responsible for supervision of the Contractor's operation and employees. CobbFendley shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. CobbFendley shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.
2. Assist CITY in conducting pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract.
3. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the Project.
4. Review and sign contractors pay request. CobbFendley's review will be to confirm the quantities installed are reasonable for the phase of the project, retainage is

COBB FENDLEY: _____ CLIENT: _____

accurate, and mathematical calculations are correct. It is the City's responsibility to field verify the individual quantiles for accuracy as submitted by the contractor.

5. Make visits to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort CobbFendley will endeavor to protect the CITY against defects and deficiencies in the work of Contractors and will report any observed deficiencies to CITY.
6. Prepare record drawings in accordance with the information furnished by the City and Contractor reflecting changes in the Project made during construction. Provide 1 set of mylar prints labeled "Record Drawings" to the City.

D. CITY RESPONSIBILITIES

1. The City will provide the following information in a timely manner so as not to delay the services of CobbFendley:
 - a. Provide any available design plans, surveys, studies, property information, utility locations, CADD files or any other pertinent information.
 - b. The City shall attend meetings and make final decisions on design issues such that questionable matters may be resolved and the Project progress as scheduled.
 - c. The City shall provide CobbFendley access to the site and allow access to personnel that have a working knowledge of the facilities within the Project area. If necessary, the City shall make available personnel to assist in the locating of utility lines, if cannot be identified by the Texas One Call system.

E. ADDITIONAL SERVICES

1. Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley. If the City authorizes additional services to be performed by CobbFendley, said services shall be provided in accordance with an agreed upon scope, fee, and schedule between the City and CobbFendley and documented by execution of a Supplemental Agreement to this contract. The following services are NOT included in this proposal.
 - a. Drainage analysis / design for the roadway design. The roadway will be replaced in kind utilizing existing inlet locations and sizes.
 - b. USACE permitting, Nation Wide Permitting, Specific Permitting.
 - c. Boundary survey, lot platting, or abstracting the property.
 - d. ROW and / or Boundary Resolution
 - e. ROW and Easement document preparation.

COBB FENDLEY: _____ CLIENT: _____

- f. Geotechnical investigation or materials testing
- g. Hydraulic Analysis of existing or proposed drainage conditions.
- h. Soil, water, or other environmental testing or environmental assessment of any kind.
- i. Subsurface utility exploration (Level A & B).
- j. Construction Inspection.
- k. Any engineering consulting or design services other than those expressly detailed in this proposal.

F. COMPENSATION

1. Compensation to CobbFendley for the Basic Services in the Scope of Services shall be lump sum. If CobbFendley sees the Scope of Services changing so that Additional Services are needed, CobbFendley will notify OWNER for OWNER's approval before proceeding.
2. Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from Dallas and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.

Design Services	\$50,680
Bidding Services	\$5,150
Construction Services	\$11,665
Topographic Survey	\$10,000
Expenses	\$1,000
Total	\$ 78,495

COBB, FENDLEY & ASSOCIATES, INC.

By: Ted Sugg

Ted B. Sugg, P.E.
Principal: Regional Municipal Manager

COBB FENDLEY: _____ CLIENT: _____



Legislation Details (With Text)

File #: 20-10249 **Version:** 1 **Name:** Mowing Agreement for TXDOT ROW
Type: Agenda Item **Status:** Consent Agenda
File created: 8/7/2020 **In control:** Police
On agenda: 8/18/2020 **Final action:**

Title: Price Agreement for mowing of TxDOT ROW (Right-of-Way) from Hancock Glen (up to \$84,211.88 annually) for one year with the option to renew for four additional one-year periods totaling \$421,059.40 if all extensions are exercised; and award a secondary mowing agreement to Lawn Patrol Service (up to \$109,704.10 annually) to be used only if the primary contract agreement is unable to fulfill the needs of the City 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: [20086 - CC Exhibit.pdf](#)
[20-10249 Expenditure Information Form](#)

Date	Ver.	Action By	Action	Result
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From

Fred Bates, Jr.

Title

Price Agreement for mowing of TxDOT ROW (Right-of-Way) from Hancock Glen (up to \$84,211.88 annually) for one year with the option to renew for four additional one-year periods totaling \$421,059.40 if all extensions are exercised; and award a secondary mowing agreement to Lawn Patrol Service (up to \$109,704.10 annually) to be used only if the primary contract agreement is unable to fulfill the needs of the City 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

Daniel Scesney, Chief of Police, and Steve Collins, Code Compliance Manager

Recommended Action

Approve

Analysis

The City Council recently approved a Municipal Maintenance Agreement between the City of Grand Prairie and the State of Texas Department of Transportation to conduct all mowing and litter collection along TxDOT rights-of-way in Dallas and Tarrant County. Staff is now recommending Hancock Glen as the primary vendor, and Lawn Patrol Service as the secondary vendor to perform the required maintenance on these roadsides for

the cleanliness required by the City.

Notice of bid #20086 was advertised in the Fort Worth Star Telegram and Public Purchase; it was distributed to 30 vendors, including 5 Grand Prairie vendors and 20 Historically Underutilized Businesses (HUBs). Four (4) bids were received as shown on attachment A, including one Grand Prairie vendor and one HUB.

The award was based on best value criteria set up in the specification, including material markup, reputation, quality of service, price, past relationship with the city and other municipalities, if they were local, and other relevant criteria as listed in the specification.

Hancock Glen meets specifications and is recommended for award.

The secondary vendor, Lawn Patrol Service, will only be used if the primary vendor cannot fulfill the needs of the City.

Financial Consideration

Funds are available in FY 2020/2021 Proposed General Fund, Police Department budget 283310 61225 for Code Compliance 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.



Evaluation Score Card
 TxDOT ROW Mowing
 RFB # 20086

**Recommend
Primary**

**Recommend
Secondary**

		Hancock Glen Grand Prairie, TX	Lawn Patrol Service Fort Worth, TX	Good Earth Corporation Dallas, TX	Yellowstone Landscape Dallas, TX
Evaluation Criteria	Maximum Score	Score	Score	Score	Score
Price	50.00	50.00	38.38	23.71	16.82
Qualifications	25.00	15.00	20.00	22.50	25.00
References	10.00	9.22	9.67	8.50	8.00
Past experience with the City of Grand Prairie or another municipality (based on count of agencies listed in bid response)	10.00	4.00	3.00	10.00	9.00
Local Business Presence	5.00	5.00	0.00	0.00	0.00
Total	100.00	83.22	71.05	64.71	58.82
Complete and accurate bid		✓	✓	✓	✓
Notes			HUB Vendor		

Bid Tabulator:

Anda Upchurch

Bid Open Date:

Tuesday, August 4, 2020

Bids were publically opened and read at the City of Grand Prairie Office of the Purchasing Division at the time indicated above. The bid tabulation has been verified, by tabulator, as accurate based on the Unit Cost presented by each bidder.



Bid Tabulation
 TxDOT ROW Mowing
 RFB # 20086

				Hancock Glen Grand Prairie, TX		Lawn Patrol Service Fort Worth, TX		Good Earth Corporation Dallas, TX		Yellowstone Landscape Dallas, TX	
Item	Description	Acres	Cycles	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mowing TxDOT ROW	398.8834	5	40.86	81,491.88	53.00	105,704.10	83.02	165,576.50	120.00	239,330.04
2	Pesticide Application	Spot Treat	1	2,720.00	2,720.00	4,000.00	4,000.00	12,000.00	12,000.00	11,025.22	11,025.22
Total					\$ 84,211.88		\$ 109,704.10		\$ 177,576.50		\$ 250,355.26

Price Evaluation
 TxDOT ROW Mowing
 RFB # 20086

Vendor	Hancock Glen	Lawn Patrol Service	Good Earth Corporation	Yellowstone Landscape
Total Bid	\$84,211.88	\$109,704.10	\$177,576.50	\$250,355.26
Score	50.00	38.38	23.71	16.82

Price **FORMULA:** The bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points based on dividing its price into the next lowest price and multiplying that percentage by the available points. For example: Assume 50 points is the max score. Next, assume that \$50,000 is the low offer. That bidder would receive 50 points for price (\$50,000/\$50,000 = 1.00 x 50 = 50). Assume \$55,000 is the next low offer, then that bidder would receive 45.455 points (\$50,000/\$55,000 = 0.9091 x 50 = 45.455), etc.

Low bid _____ \$84,211.88
Max Score _____ 50.00

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: General Fund
AGENCY: Police Department
ACCOUNTING UNIT: 283310 - Code Compliance
AVAILABLE: 61225, Mowing, \$158,026 (FY 2021 Proposed)
STAFF CONTACT: Steve Collins
VENDOR NAME: Hancock Glen *and* Lawn Patrol Service



Legislation Details (With Text)

File #: 20-10243 **Version:** 1 **Name:** Maintenance Repair Operations Supplies and Related Services

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

File created: 8/5/2020 **In control:** Purchasing

On agenda: 8/18/2020 **Final action:**

Title: Price Agreement for building maintenance, repair and operations (MRO) supplies, parts, equipment, materials and related services from Lowe’s Home Center, Inc. through a national inter-local agreement with OMNIA Partners’ at an estimated cost of \$15,000 for seven months with the option to renew for four additional one-year periods totaling \$75,000 if all extensions are exercised and authorize the City Manager to execute the renewal options 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:

Date	Ver.	Action By	Action	Result
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From

Venona McGee, Sr. Buyer

Title

Price Agreement for building maintenance, repair and operations (MRO) supplies, parts, equipment, materials and related services from Lowe’s Home Center, Inc. through a national inter-local agreement with OMNIA Partners’ at an estimated cost of \$15,000 for seven months with the option to renew for four additional one-year periods totaling \$75,000 if all extensions are exercised and authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms

Presenter

Bryce Davis, Purchasing Manager

Recommended Action

Approve

Analysis

This contract will be for departments to utilize for the purchase of building maintenance, repair and operations (MRO) supplies, parts, equipment, materials and related services on an as needed basis. Lowe’s Home Center, Inc. through their national contract offers products and services used by multiple departments for everyday operations and special projects. As a participating agency under the OMNIA Partners’ program the City will be eligible for a rebate based on the City’s annual spend.

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 inter-local cooperative agreements with various entities including OMNIA Partners’.

OMNIA Partners’ contracts have been awarded via a thorough Request for Proposal (RFP) competitive solicitation by a public agency/governmental entity (e.g. state, city, county, public university or school district). The contracting process is the foundation of OMNIA Partners’ and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, OMNIA Partners’ ensures that industry best practices, processes and procedures are applied.

The OMNIA Partners’ contract #192006 began April 1, 2020 and will expire March 31, 2021, with the option to renew for four additional one-year period(s).

Financial Consideration

The City spends an estimated \$15,000.00 annually on building maintenance, repair and operations (MRO) supplies, parts, equipment, materials and related services. Funds are available in various departments’ budgets 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.



Legislation Details (With Text)

File #:	20-10246	Version:	1	Name:	Sodium Hypochlorite Price Agreement
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	8/6/2020	In control:		In control:	Public Works
On agenda:	8/18/2020	Final action:			
Title:	Price agreement for Sodium Hypochlorite from Petra Chemical Acquisition Company, LLC dba DCC Inc., through a national inter-local agreement with BuyBoard at an estimated annual cost of \$96,750 for nine months with the option to renew for two additional one-year periods totaling \$290,250 if all extensions are exercised and authorize the City Manager to execute the renewal options 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:	CC 20-10246 Price Agreement for Sodium Hypochlorite DCC Inc. Exhibitdocx.pdf CC 20-10246 Price Agreement for Sodium Hypochlorite DCC Inc. Expenditure form docx.pdf				

Date	Ver.	Action By	Action	Result
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From
Carmen Ard

Title
Price agreement for Sodium Hypochlorite from Petra Chemical Acquisition Company, LLC dba DCC Inc., through a national inter-local agreement with BuyBoard at an estimated annual cost of \$96,750 for nine months with the option to renew for two additional one-year periods totaling \$290,250 if all extensions are exercised and authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Presenter
Gabe Johnson, Public Works Director

Recommended Action
Approve

Analysis
This contract will be used by the Water Utilities Department to facilitate and provide for water quality in the water distribution system and water storage facilities, Sodium Hypochlorite will be injected into source storage and distribution points at various locations. The addition of Sodium Hypochlorite will also assist with addressing those areas within the water distribution system, which may experience low residuals resulting in water quality issues.

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 inter-local cooperative agreements with various entities including BuyBoard.

The BuyBoard 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 BuyBoard contract #613-20 began June 1, 2020 and will expire May 31, 2021, with the option to renew for two additional one-year period(s).

Financial Consideration

Funding for the sodium hypochlorite is available in FY 2019/2020 Water/Wastewater Operating Fund, Water Distribution Operating Fund (361211), Chemical Supplies (60190). Funding for future fiscal years will be paid from that year's approved budgets.

Buyboard Discount
10% off Listed Stock Pricing

DCC-Inc
Petra Chemical Company

Buyboard Contract 613-20
Swimming Pool Chemicals, Supplies Equipment

Item

Description
Stock Items Price List

Price

WATER TREATMENT CHEMICALS

100-100	Sodium Hypochlorite	10.5% Solution - Delivered in Mini-Bulk - Per Gallon*	\$2.48
100-105	Sodium Bisulfate	50# Bag - Globular	\$86.43
100-120	Hydrochloric Acid	30 Gallon - 290#	\$141.08
100-130	Hydrochloric Acid	15 Gallon - 150#	\$74.25
100-151	Hydrochloric Acid	2 x 1 Gallon Case - 20#	\$14.91
100-160	Sodium Bicarbonate	50# Bag -Industrial Grade	\$28.71
100-180	Calcium Chloride	50# Bag - 96% Anhydrous Pellets	\$49.00
100-190	Isocyanuric Acid	100# Drum	\$175.12
100-200	Calcium Hypochlorite	100# Drum - Granular	\$221.87
100-220	Sodium Carbonate	50# Bag - Soda Ash - Powder	\$45.13
100-235	Diatomaceous Earth	25# Bag - Powder	\$24.09
100-240	Sodium Thiosulfate	50# Bag - Prismatic Rice	\$96.38
100-265	Non-Chlorine Shock	Oxy-Klear 25# Pail	\$132.00
100-275	Trichloroisocyanuric Acid	25# Pail - 1" Tabs	\$127.60
100-280	Trichloroisocyanuric Acid	25# Pail - 3" Tabs	\$105.60
100-290	Trichloroisocyanuric Acid	50# Pail - 3" Tabs	\$188.32
100-300	Bromine	Dimethylhadation - 25# Pail Tablets	\$133.06
100-310	Bromine	Dimethylhadation - 50# Pail Tablets	\$281.39
	Drum Deposit	Refundable Deposit - 15, 30 & 55 Gallon Drum	\$44.00

*ADDITIONAL DISCOUNTS AVAILABLE ON SODIUM HYPOCHLORITE - DELIVERED IN MINI-BULK (Over 300 Gallons)

DCC, Inc.

2929 Storey Ln, Dallas, TX 75220

Office (972) 244-1669

Fax (214) 352-1049

August 5, 2020

DCC, Inc. is pleased to offer the following pricing under buyboard contract #613-20. Please don't hesitate to reach out with any questions.

Sodium Hypochlorite 10.5% Bulk (Minimum 3500 gallons) = \$.89/gallon delivered.

Regards,

Ryan Brown
Territory Manager
DPC Industries, Inc.
956-345-9445
Rbrown@dxgroup.com



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

April 29, 2020

Sent Via Email: ddean@petrachem.com

Doug Dean
DCC, Inc.
2929 Storey Ln.
Dallas, TX 75220

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*

Proposal Name and Number: Swimming Pool Chemicals, Supplies and Equipment, Proposal No. 613-20

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 6/1/2020 through 5/31/2021, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 613-20 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Swimming Pool Chemicals, Supplies and Equipment

Proposal Due Date/Opening Date and Time:
December 19, 2019 at 4:00 PM

Proposal Number: 613-20

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: June 1, 2020 through May 31, 2021 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2020

DCC
Name of Proposing Company

12/18/19
Date

2929 STOREY LN
Street Address

[Signature]
Signature of Authorized Company Official

DALLAS, TX 75220
City, State, Zip

DAUG DEAN
Printed Name of Authorized Company Official

972-224-1669
Telephone Number of Authorized Company Official

REGIONAL ACCOUNT MANAGER
Position or Title of Authorized Company Official

214-352-1049
Fax Number of Authorized Company Official

75-1481408
Federal ID Number



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

VENDOR CONTACT INFORMATION

Name of Company: _____

Vendor Proposal/Contract Contact Name: DOUG DEAN

Vendor Proposal/Contract Contact E-mail Address: ddean@petrachem.com / dccsales@dcc-pools.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 2929 STORFY LANE -
DALLAS, TX 75220

Company Website: www.dcc-pools.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

- I will use the internet to receive purchase orders at the following address:
 Purchase Order E-mail Address: ddean@petrachem.com
 Purchase Order Contact: Doug Dean Phone: 972-224-1669
 Alternate Purchase Order E-mail Address: dccsales@dcc-pools.com
 Alternate Purchase Order Contact: _____ Phone: 972-224-1669

- Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: ddean@dcc-pools.com

RFQ Contact: Doug Dean Phone: 972-224-1669

Alternate RFQ E-mail Address: dccsales@dcc-pools.com

Alternate RFQ Contact: _____ Phone: 972-224-1669



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Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 2929 STOREY LANE Department: ACCOUNTS PAYABLE
City: DALLAS State: TX Zip Code: 75220
Contact Name: JEANETTE LINDQUIST Phone: 972-224-1669
Invoice Fax: 214-352-1049 Invoice E-mail Address: jlindquist@petrachem.com
Alternative Invoice E-mail Address: bjennings@petrachem.com

In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ Department: _____
City: _____ State: _____ Zip Code: _____
Billing Agent Contact Name: _____ Phone: _____
Billing Agent Fax: _____ Billing Agent E-mail Address: _____
Alternative Billing Agent E-mail Address: _____

**** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

DCC

Company Name

DOUG DEAN

Printed Name

Signature of Authorized Company Official _____

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

DCC

Company Name

DOUG DEAN

Printed Name

Signature of Authorized Company Official _____



NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

DCC
Company Name

[Signature]
Signature of Authorized Company Official

DOUG DEAN
Printed Name

Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

DCC
Company Name

[Signature]
Signature of Authorized Company Official

DOUG DEAN
Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
- Minority Owned Business**
 - Women Owned Business**
 - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

DCC

Company Name

DOUG DEAN

Printed Name

[Signature]

Signature of Authorized Company Official



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

DCC
Company Name

[Signature]
Signature of Authorized Company Official

DOUG DEAN
Printed Name

12/18/19
Date



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- No;** Deviations
- Yes;** Deviations

Information presented by the vendor has been accepted by BuyBoard.

Connie W Burkett, CTSBO
BuyBoard Contract Administrator

List and fully explain any deviations you are submitting:

CHEMICAL CONTAINMENT TANKS / FREIGHT MAY BE QUOTED SEPERATE
PENDING SIZE & DESTINATION, STANDARD RATES TO APPLY - FOB SHIPPING POINT

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: Common Carrier Company Truck Prepaid and Add to Invoice Other:

2. Payment Terms: Net 30 days 1% In 10/Net 30 days Other:

3. Number of Days for Delivery: 3 ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: 20% RE-STOCK PARTS & SUPPLIES / NO RETURN ON
CHEMICALS ONCE DELIVERY ACCEPTED

6. Are electronic payments acceptable? Yes No

7. Are credit card payments acceptable? Yes No

Company Name

Signature of Authorized Company Official

DOUG DEAN

Printed Name



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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

N / A

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

N | A

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)

Designated Dealer Contact Person

DCC

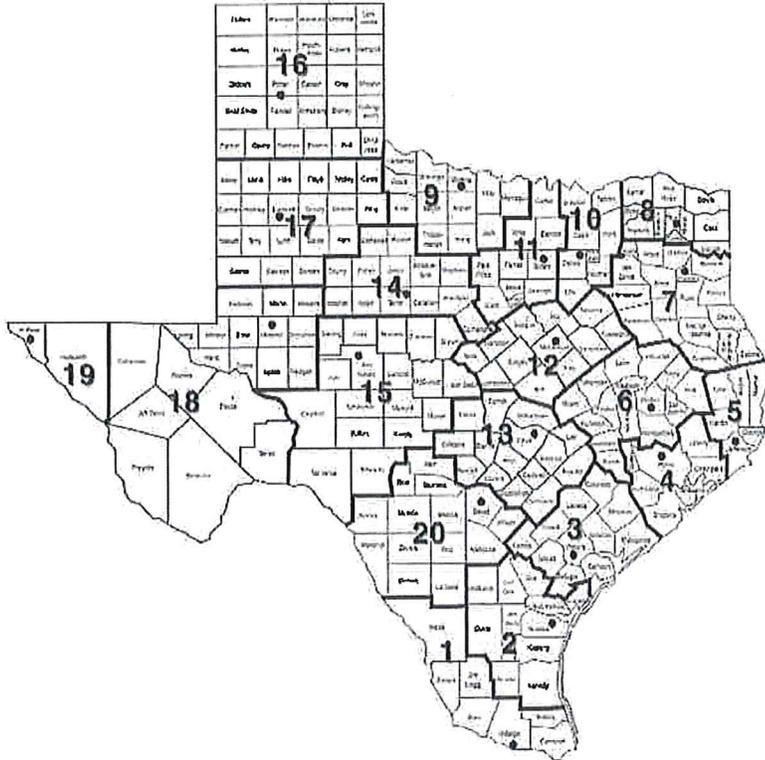
Your Company Name

Signature of Authorized Company Official

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. **If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio

Company Name _____

Signature of Authorized Company Official _____

Printed Name _____

- I will not service members of the Texas Cooperative.



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

DCC

Company Name

Signature of Authorized Company Official

DOUG DEAN

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

Three horizontal lines for listing products and services.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

DCE
Name of Vendor

613-20
Proposal Invitation Number

[Signature]
Signature of Authorized Company Official

DOUG DEAN
Printed Name of Authorized Company Official

12/18/19
Date



FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 197,263. (The period of the 12 month period is 12-1-18 / 12-1-19). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 10% **Proposed Discount (%):** 10%

Explanation: _____



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

DCE

Company Name

[Handwritten Signature]

Signature of Authorized Company Official

DOUG DEAN

Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/Volume
1. City of Hurst	Brian Norton	817-788-7221	bnorton@hursttx.gov	10%	\$ 67,180.00
2. Town of Flowermound	Brady Warner	972-874-6283	brady.warner@flower-mound.com	10%	\$ 24,000.00
3. City of Grand Prairie	Terrill Gardner	773-559-4287	tgardner@gptx.org	10%	\$ 45,000.00
4. City of Keller	M. Ice Beaver	817-743-4355	mbeaver@cityofkeller.com	10%	\$ 26,000.00
5. City of McKinney	Carly Blackstock	972-547-9029	cblackstock@mcKinneytexas.org	10%	\$ 33,750

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** **NO** If YES, please explain:

DCC MAY REFER ADDITIONAL DISCOUNTS OFF POSTED PRICING WITH CONTRACT FOR WATER TREATMENT CHEMICALS / ADDITIONAL DISCOUNTS MAY APPLY FOR PURCHASE AND DELIVERY OF BULK CHEMICALS

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

DCC
 Company Name
[Signature]
 Signature of Authorized Company Official
DOUG DEAN
 Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

WEB BASED MARKETING
LINK BUILDING
REFERRALS

DCC

Company Name



Signature of Authorized Company Official

DOUG DEAN

Printed Name



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

DCC
Company Name

[Signature]
Signature of Authorized Company Official

DOUG DEAN
Printed Name

12/18/19
Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: DPC INDUSTRIES INC, PETROCHEMICAL ACQUISITION CO, LLC dba DCC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

- Individual/Sole Proprietor
- Corporation
- Limited Liability Company
- Partnership
- Other If other, identify _____

State of Incorporation (if applicable): TEXAS

Federal Employer Identification Number: 75-1481408
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

DCC

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DPC INDUSTRIES, INC	
2 Business name/disregarded entity name, if different from above PETRA CHEMICAL ACQUISITION COMPANY, LLC dba DCC INC.(03-0584710)(Single-member LLC, Disregarded Entity)	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 300 JACKSON HILL ST	Requester's name and address (optional)
6 City, state, and ZIP code HOUSTON, TX 77007	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
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7	5	-	1	4	8	1	4	0	8												

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>December 17, 2019</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	DD
2. Termination for Cause or Convenience	YES	DD
3. Equal Employment Opportunity	YES	DD
4. Davis-Bacon Act	YES	DD
5. Contract Work Hours and Safety Standards Act	YES	DD
6. Right to Inventions Made Under a Contract or Agreement	YES	DD
7. Clean Air Act and Federal Water Pollution Control Act	YES	DD
8. Debarment and Suspension	YES	DD
9. Byrd Anti-Lobbying Amendment	YES	DD
10. Procurement of Recovered Materials	YES	DD
11. Profit as a Separate Element of Price	YES	DD
12. General Compliance and Cooperation with Cooperative Members	YES	DD

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

DCC
Company Name

[Signature]
Signature of Authorized Company Official

DOUG DEAN
Printed Name



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

DCC has been in operation for 14 years

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

DCC has a complete staff of administrative, Sales & Service trained in the area of Swimming Pool Chemicals and Equipment

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

No officers or shareholders been a debtor party to any bankruptcy, ect.
DCC has performed all its contracts during operation. Have the capacity to bond individual contracts and carries all applicable insurance requirements - *see attached accord of insurance coverage



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4. Does your company have any outstanding financial judgments and/or Is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

NO

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

N/A

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

DCC

Company Name

Signature of Authorized Company Official



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Completed: Proposer's Agreement and Signature
- Completed: Vendor Contact Information
- Completed: Felony Conviction Disclosure and Debarment Certification
- Completed: Resident/Nonresident Certification
- Completed: No Israel Boycott Certification
- Completed: No Excluded Nation or Foreign Terrorist Organization Certification
- Completed: Historically Underutilized Business (HUB) Certification
- Completed: Construction Related Goods and Services Affirmation
- Completed: Deviation/Compliance
- Completed: Location/Authorized Seller Listings
- Completed: Manufacturer Dealer Designation
- Completed: Texas Regional Service Designation
- Completed: State Service Designation
- Completed: National Purchasing Cooperative Vendor Award Agreement
- Completed: Federal and State/Purchasing Cooperative Experience
- Completed: Governmental References
- Completed: Marketing Strategy
- Completed: Confidential/Proprietary Information
- Completed: Vendor Business Name with IRS Form W-9
- Completed: EDGAR Vendor Certification
- Completed: Proposal Invitation Questionnaire
- Completed: Required Forms Checklist
- Completed: Proposal Specification Form with Catalogs/Pricelists

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 613-20 Swimming Pool Chemicals, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:
 Manufacturers shall be listed in alphabetical order
 Vendor's must list one specific percentage discount for each Manufacturer listed.
If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

Section I: Equipment, Products, and Supplies

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Swimming Pool Chemicals	Please state the discount (%) off catalog/pricelist for Swimming Pool Chemicals . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10</u> %	DCC/PETRA STOCK PRICE LIST/REG	ADDITIONAL DISCOUNTS FOR CONTRACT OR BULK CHEMICALS
2	Discount (%) Off Catalog/Pricelist for Swimming Pool Chemical Feed Systems	Please state the discount (%) off catalog/pricelist Swimming Pool Chemical Feed Systems . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>30%</u> <u>10%</u>	CAT CONTROLLER PRICE LIST DCC/PETRA PRICE LIST	
3	Discount (%) Off Catalog/Pricelist for Swimming Pool Mechanical Equipment	Please state the discount (%) off catalog/pricelist Swimming Pool Mechanical Equipment (Pumps, Motors, Filters, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10</u> %	DCC/PETRA PRICE LIST	
4	Discount (%) Off Catalog/Pricelist for Swimming Pool Water Testing Products	Please state the discount (%) off catalog/pricelist for Swimming Pool Water Testing Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10</u> %	DCC/PETRA STOCK PRICE LIST/REG	
5	Discount (%) Off Catalog/Pricelist for Swimming Pool Automatic Cleaning Equipment	Please state the discount (%) off catalog/pricelist for Swimming Pool Automatic Cleaning Equipment (Vacuums, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10</u> %	DCC/PETRA PRICE LIST	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 613-20 Swimming Pool Chemicals, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for Swimming Pool Underwater Lights and Electrical Accessories	Please state the discount (%) off catalog/pricelist for Swimming Pool Underwater Lights and Electrical Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	10 %	DCC PETRA PRICE LIST	
7	Discount (%) Off Catalog/Pricelist for Swimming Pool Main Drains, Fittings, and Skimmers	Please state the discount (%) off catalog/pricelist for Swimming Pool Main Drains, Fittings, and Skimmers . Catalog/Pricelist MUST be included or proposal will not be considered.	10 %	DCC PETRA PRICE LIST	
8	Discount (%) Off Catalog/Pricelist for Swimming Pool Coatings and Compounds	Please state the discount (%) off catalog/pricelist for Swimming Pool Coatings and Compounds . Catalog/Pricelist MUST be included or proposal will not be considered.	10 %	DCC/PETRA PRICE LIST	
9	Discount (%) Off Catalog/Pricelist for Swimming Pool Covers and Storage Reels	Please state the discount (%) off catalog/pricelist for Swimming Pool Covers and Storage Reels . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	
10	Discount (%) Off Catalog/Pricelist for Swimming Pool Furniture and Supplies	Please state the discount (%) off catalog/pricelist for Swimming Pool Furniture and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	
11	Discount (%) Off Catalog/Pricelist for Swimming Pool Ladders, Rails, Slides, and Diving Boards	Please state the discount (%) off catalog/pricelist for Swimming Pool Ladders, Rails, Slides, and Diving Boards . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	
12	Discount (%) Off Catalog/Pricelist for Swimming Life Jackets	Please state the discount (%) off catalog/pricelist for Swimming Life Jackets . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 613-20 Swimming Pool Chemicals, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
13	Discount (%) Off Catalog/Pricelist for Swimming Pool Repair Parts	Please state the discount (%) off catalog/pricelist for Swimming Pool Repair Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10%</u>	DCC/PETRA PRICELIST	
14	Discount (%) Off Catalog/Pricelist for All Other Related Swimming Pool Products	Please state the discount (%) off catalog/pricelist for All Other Related Swimming Pool Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10</u>	DCC/PETRA PRICELIST	

Section II: Installation and Repair Service

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
15	Not to Exceed Hourly Labor Rate for Installation/Repair of Swimming Pool Water Treatment Chemicals, Supplies, and Equipment	Hourly Labor Rate for Installation/Repair of Swimming Pool Water Treatment Chemicals, Supplies, and Equipment -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>75.00</u> /Hour	75.00 per man hour	\$95.00 per man hour overtime or after hours / 4 hour minimum
16	Not to Exceed Hourly Labor Rate for Installation/Repair of Swimming Pool Coatings and Compounds	Hourly Labor Rate for Installation/Repair of Swimming Pool Coatings and Compounds -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>75.00</u> /Hour	75.00 per man hour	\$95.00 per man hour overtime or after hours w/ 4 hour minimum

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Water/Wastewater Operating Fund
Name of Fund (i.e. General Fund)

AGENCY: Public Works Water Utilities
Name of Department

ACCOUNTING UNIT: 361211 Water Distribution WDST

AVAILABLE: 60190 Chemical Supplies \$142,700.
Account Code, Description, and amount available

STAFF CONTACT: Douglas "Bud" Taylor

VENDOR NUMBER: 18519

VENDOR NAME: Petra Chemical Acquisition Company, LLC dba DCC Inc

CONTINGENCY: N/A



Legislation Details (With Text)

File #: 20-10116 **Version:** 1 **Name:** Expiring Terms on CCPD Board
Type: Agenda Item **Status:** Consent Agenda
File created: 6/26/2020 **In control:** City Secretary
On agenda: 8/18/2020 **Final action:**
Title: Appointment/Reappointment for expiring terms of members on the Crime Control and Prevention Board
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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From
Cathy DiMaggio

Title
Appointment/Reappointment for expiring terms of members on the Crime Control and Prevention Board

Presenter
Cathy DiMaggio, City Secretary

Recommended Action
Approve

Analysis
Terms will expire on September 1, 2020 for the following members of the Crime Control and Prevention Board: Greg Giessner, Mike Del Bosque and John Lopez.

Staff proposes the following appointments/reappointments:

Reappoint Greg Giessner, Mike Del Bosque and John Lopez for terms to expire 9/1/2022

Financial Consideration
NA



Legislation Details (With Text)

File #: 20-10251 **Version:** 1 **Name:** Sports Corporation Appointment of President
Type: Agenda Item **Status:** Consent Agenda
File created: 8/11/2020 **In control:** Finance
On agenda: 8/18/2020 **Final action:**
Title: Grand Prairie Sports Facilities Development Corporation, Board of Directors Appointment of President
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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From
Lee Harriss, Treasurer

Title
Grand Prairie Sports Facilities Development Corporation, Board of Directors Appointment of President

Presenter
Lee Harriss, Treasurer

Recommended Action
Approve

Analysis
The Articles of Incorporation and Bylaws of the Grand Prairie Sports Facilities Development Corporation (Sports Corp.) require the City Council to appoint the President and members of the Board of Directors.

The City Council will need to appoint the President for a one year term.

Current board members and their term ending dates are:

	<u>Term Ends</u>
Jensen, Ron, Pres.	5/31/2021
Swafford, Jim	5/31/2022
Clemson, Jorja	5/31/2021
Giessner, Greg	5/31/2021
Skinner, Mike	7/31/2022

Garcia, R. J. 7/31/2022

Freeman, Eddie 7/31/2021

Financial Consideration

There is no financial impact to the City.



Legislation Details (With Text)

File #: 20-10236 **Version:** 1 **Name:** Final Reconciliation Amendment (Change Order) No.2 to construction contract with Gra-Tex Utilities for Miscellaneous Water and Wastewater Improvements

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

File created: 8/4/2020 **In control:** Engineering

On agenda: 8/18/2020 **Final action:**

Title: Final Reconciliation Amendment (Change Order) No.2 to construction contract with Gra-Tex Utilities for Miscellaneous Water and Wastewater Improvements in the net total negative amount of (\$86,670.15)

Sponsors:

Indexes:

Code sections:

Attachments: [619.109 WTER.pdf](#)
[619.123 WWST.pdf](#)

Date	Ver.	Action By	Action	Result
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om
George Fanous

Title
Final Reconciliation Amendment (Change Order) No.2 to construction contract with Gra-Tex Utilities for Miscellaneous Water and Wastewater Improvements in the net total negative amount of (\$86,670.15)

Presenter
Gabe Johnson, Director of Public Works, and Romin Khavari, City Engineer

Recommended Action
Approve

Analysis
On March 5, 2019 City council approved a construction contract to Gra-Tex Utilities in the amount of \$2,896,977.35 for Miscellaneous Water and Wastewater Improvements; Material testing with Alliance Geotechnical Group in the amount of \$36,958; in-house labor distribution in the amount of \$144,848.87; 5% contract contingency in the amount of \$144,848.87; for a total project cost of \$3,223,633.09 for Water and Wastewater improvements in Timberdale St., Pinoak Dr., North and South Holiday Dr. and Water Improvements in Grenoble Dr. and NW 14th St.

The Current Final Reconciliation Amendment/ Change order No.2 provides for final quantity adjustments of \$7,457.50 overruns and (\$94,127.65) under runs for a total net negative amount of (\$86,670.15).

Amendment/ Change order No. 1 in the net negative amount of (\$224,443.25) provided for quantity over run

\$225,455.80 and under runs (\$449,899.05) for a cumulative amount of |\$675,354.85|. This amendment/Change Order mainly provided for construction items related to utilizing temporary pavement repairs method in lieu of permanent repairs of water and wastewater utility trenches in Pinoak and South Holiday Dr. since these locations are scheduled for permanent street rehabilitation as part of the FY 2021 Streets Sales Tax Program. This amendment/Change Order also provided for over-runs and under runs of miscellaneous and other related items of work for the general project.

Financial Consideration

State statutes require City Council approval of a change order when the cumulative cost of this change order exceeds \$50,000.

The total cumulative amount for this Amendment/Change Order No. 2 is \$101,585.15 (\$7,457.50 total increases and \$94,127.65 total decreases) which requires City Council approval. The net total amount for Amendment/Change Order No. 2 is negative (\$86,670.15).

Funding for the project was available as follows:

1. Water Capital Projects Fund (500592) WO #01910903 (FY19 Water Main Replacements)
2. Wastewater Capital Projects Fund (500692) WO #01912303 (FY19 Wastewater Main Replacements)

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

Fund/Activity Account: 500592 / 01910903
 Project Title: FY19 Water Main Replacements
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Books,Maps,Records (60040)	\$1,157	\$0	\$0	\$0	\$1,157
Construction (68540)	\$2,105,903	\$0	\$0	\$0	\$2,105,903
Eng/Con/Geo (68560)	\$62,790	\$0	\$0	\$0	\$62,790
Labor (68999)	\$172,673	\$0	\$0	\$0	\$172,673
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$2,342,523	\$0	\$0	\$0	\$2,342,523

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

Fund/Activity Account: 500692 / 01912303
 Project Title: FY19 Wastewaer Main Replacements
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Construction (68540)	\$2,237,703	\$1,495	\$0	\$1,495	\$2,237,703
Eng/Con/Geo (68560)	\$69,777	\$21,446	\$0	\$21,446	\$69,777
Labor (68999)	\$50,000	\$6,500	\$0	\$6,500	\$50,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$2,357,480	\$29,441	\$0	\$29,441	\$2,357,480



Legislation Details (With Text)

File #: 20-10242 **Version:** 1 **Name:** Extended Warranty for Landfill Equipment
Type: Agenda Item **Status:** Consent Agenda
File created: 8/5/2020 **In control:** Fleet Services
On agenda: 8/18/2020 **Final action:**
Title: Three extended warranty agreements for three Caterpillar equipment's powertrain and/or hydraulics at the landfill from Holt Texas, Ltd. DBA Holt CAT in the one-time cost of \$64,617.90, through a national inter-local agreement with BuyBoard

Sponsors:

Indexes:

Code sections:

Attachments: [20-10242.pdf](#)

Date	Ver.	Action By	Action	Result
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From

Bryce Davis, Purchasing Manager

Title

Three extended warranty agreements for three Caterpillar equipment's powertrain and/or hydraulics at the landfill from Holt Texas, Ltd. DBA Holt CAT in the one-time cost of \$64,617.90, through a national inter-local agreement with BuyBoard

Presenter

Jayson R. Ramirez, Fleet Services Manager

Recommended Action

Approve

Analysis

These extended warranties will cover all parts and labor on three of our Caterpillar equipment's powertrain and/or hydraulics. Having these critical pieces of equipment under warranty offers protection against unexpected repair bills and a hedge against rising parts and labor costs.

<u>Model</u>	<u>Serial#</u>	<u>Coverage</u>	<u>Duration</u>	<u>Amount</u>
836K	TWZ00684	Powertrain	24 months	\$24,960
D8T	FMC0054	Powertrain	24 months	\$9,441.90
<u>963K</u>	<u>LBL00280</u>	<u>Powertrain + Hydraulics</u>	<u>60 months</u>	<u>\$30,216</u>
Total:		\$64,617.90		

City Council approval is requested since these expenditures will cumulatively surpass \$50,000.

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 inter-local cooperative agreements with various entities including BuyBoard.

Holt CAT through their BuyBoard contract #597-19 began December 1, 2019 and will expire November 30, 2022.

Financial Consideration

Funding is available in the FY 2019/2020 Fleet Services budget 225510-63195 for cost of outside labor and will be charged accordingly.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Fleet Services Fund
Name of Fund (i.e. General Fund)

AGENCY: Finance (Fleet Services)
Name of Department

ACCOUNTING UNIT: 225510 Fleet Services Finance EQPT

AVAILABLE: 63195 Cost of Outside Repairs \$131,165.93
Account Code, Description, and amount available

STAFF CONTACT: Jayson R. Ramirez, Fleet Services Manager

VENDOR NUMBER: 2754

VENDOR NAME: HOLT CAT

CONTINGENCY: N/A



Legislation Details (With Text)

File #: 20-10247 **Version:** 1 **Name:** PFC
Type: Resolution **Status:** Consent Agenda
File created: 8/6/2020 **In control:** City Manager's Office
On agenda: 8/18/2020 **Final action:**
Title: Resolution authorizing the City Manager, or his designee, of the City to create Grand Prairie PFC, a Public Facility Corporation

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit B- Bylaws - Grand Prairie PFC](#)
[Exhibit A- Grand Prairie PFC - Certificate of Formation](#)

Date	Ver.	Action By	Action	Result
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From

Megan Mahan, City Attorney

Title

Resolution authorizing the City Manager, or his designee, of the City to create Grand Prairie PFC, a Public Facility Corporation

Presenter

Bill Hills, Deputy City Manager

Recommended Action

Approve

Analysis

The City of Grand Prairie desires to promote quality affordable housing. The City, pursuant to the provisions of the Public Facility Corporation Act, as amended, Chapter 303, Texas Local Government Code (the "Act"), is authorized to create a public facility corporation for the purposes set forth in the Act, including, but not limited to, the ownership of real property located in neighborhoods of Grand Prairie, Texas. Staff has determined that it is in the public interest and to the benefit of the neighborhoods of the city of Grand Prairie that the Corporation (defined below) be created to finance, refinance, or provide the costs of public facility corporations of the City. Staff recommends that the City sponsor and create Grand Prairie PFC, a public facility corporation (the "Corporation"). The City has prepared (a) for filing with the Secretary of State of the State of Texas, the Certificate of Formation for the Corporation, and (b) the Bylaws for the Corporation.

If this resolution passes, the City Council of the City hereby authorizes its City Manager, or his designee, to cause to be created a nonprofit corporation using the name "Grand Prairie PFC." The Certificate of Formation of the Corporation, attached as Exhibit "A," and filed with the Secretary of State is hereby approved and ratified. The form of Bylaws attached as Exhibit "B", is hereby adopted as the Bylaws of the Corporation. The City Manager, or his designee, is hereby authorized and directed to take such further action in the consummation of the transactions herein contemplated

and to do any and all other acts and things necessary or proper in furtherance thereof, as the City Manager, or his designee, shall deem to be necessary or desirable, and all acts heretofore taken by the City Manager, or his designee, to such end are hereby expressly ratified and confirmed as the acts and deeds of the City, as applicable.

Financial Consideration

none

Body

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS AUTHORIZING THE FORMATION OF GRAND PRAIRIE PFC, A PUBLIC FACILITY CORPORATION

WHEREAS, the City of Grand Prairie, Texas (the “City”) desires to promote and assist in the provision quality affordable housing; and

WHEREAS, the City, pursuant to the provisions of the Public Facility Corporation Act, Chapter 303, Texas Local Government Code (the “Act”) is authorized to create a public facility corporation for the purposes set forth in the Act, including the issuance of bonds and the ownership of real property; and

WHEREAS, the City desires to, pursuant to the provisions of the Act, sponsor and create “Grand Prairie PFC”, a public facility corporation (the “Corporation”); and

WHEREAS, the City has prepared (a) for filing with the Secretary of State of the State of Texas the Certificate of Formation for the Corporation, and (b) the Bylaws for the Corporation;

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

SECTION 1. That the City of Grand Prairie, acting through its governing body, authorizes and approves the City Manager, or his designee to cause to be created a public facility corporation using the name “Grand Prairie PFC”.

SECTION 2. That the Certificate of Formation of the Corporation, attached hereto as Exhibit “A”, and filed with the Secretary of State of the State of Texas is hereby approved and ratified. The Board of Director appointments located in the Certificate of Formation are approved.

SECTION 3. That the form of Bylaws attached hereto as Exhibit “B”, are hereby adopted as the Bylaws of the Corporation.

SECTION 4. That the City Manager or his designee is hereby authorized and directed to take such further action in the consummation of the transactions herein contemplated and to do any and all other acts and things necessary or proper in furtherance thereof, as the City Manager or his designee shall deem to be necessary or desirable, and all acts heretofore taken by the City Manager to such end are hereby expressly ratified and confirmed as the acts and deeds of the City.

SECTION 5. That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, AUGUST 18, 2020.

**BYLAWS
OF
GRAND PRAIRIE PFC,
a Texas Public Facility Corporation**

**ARTICLE I
PURPOSE AND POWERS**

Section 1.1 Purpose. Grand Prairie PFC (the “Corporation”) is incorporated for the purposes set forth in Article Four of its Certificate of Formation, the same to be accomplished on behalf of the City of Grand Prairie, Texas (the “City”) as its duly constituted City and instrumentality in accordance with the Public Facility Corporation Act, as amended, Chapter 303, Texas Government code (the “Act”), and other applicable laws.

Section 1.2 Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by the Act, and shall have all the powers set forth and conferred in its Certificate of Formation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

Section 1.3 Nonprofit Corporation. The Corporation shall be a public, nonprofit corporation and no part of its set earnings remaining after payment of its bonds and expenses shall inure to the benefit of any person other than the City.

**ARTICLE II
BOARD OF DIRECTORS**

Section 2.1 Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a board of directors (the “Board”) subject to the restrictions imposed by law, the Act, the Certificate of Formation, and these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) The Board shall consist of the members of the Director of Housing and Neighborhood Services, Deputy City Manager and three or more City Council appointments. The number of directors may be changed by amendment to these Bylaws, but such number must be at least five (5).

(c) The directors constituting the initial Board shall be those directors named in the Certificate of Formation. Successor directors shall have the qualifications and shall be appointed to the terms set forth in the Certificate of Formation.

Exhibit B

(d) If a member of the Board resigns, dies, or is absent from three (3) consecutive meetings, the appointing mayor may designate a new member to complete the unexpired term of the departing member upon written notice by the President of the Board of Directors.

Section 2.2 Additional Powers. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the Corporation and do all lawful acts and things as are not by statute, other law, or by these Bylaws prohibited. Without prejudice to such general powers and other powers conferred by statute, other law, and by these Bylaws, it is hereby expressly declared that the Board shall have the powers set forth in Section 303.041 of the Act, as amended.

Section 2.3 Meetings of Directors.

(a) The directors may hold their meetings at such place or places as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Section 5.1(a) of these Bylaws. The Corporation shall also conduct at least one annual regular meeting of the Corporation. In addition, regular meetings of the Board shall be held without the necessity of notice to directors at such times and places as shall be designated from time to time by the Board. Special meetings of the Board shall be held whenever called by the president, by the secretary, by a majority of the directors, or by the City.

(b) Subject to Section 2.4 hereof, the secretary shall give notice to each director of each special meeting in person or by mail, telephone or telegraph, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every director shall be present, even though without any notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.

(c) Subject to Section 2.4 hereof, whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in the United States mail in a sealed postpaid envelope addressed to the person entitled thereto at his or her mailing address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except attendance of a director at a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice to directors or waiver of notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Exhibit B

Section 2.4 Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code.

Section 2.5 Quorum. A majority of the entire membership of the Board shall constitute a quorum to conduct official business of the Corporation. The act of a majority of the Board present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless law requires the act of a greater number.

Section 2.6 Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) At all meetings of the Board, the president shall preside. In the absence of the president, the vice president shall preside. In the absence of both the president and vice president, a member of the Board selected by the members present shall preside.

(c) The secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting. The president, treasurer, secretary and any assistant secretary may, at the option of the Board, be employees of the City and each member of the Board with the exception of the president, vice president or secretary, may be appointed as assistant secretaries.

Section 2.7 Committees of the Board. The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such City, as approved by resolution of the Board. It is provided, however, that only the Board may exercise all final, official actions of the Corporation. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation and any such meetings must be conducted in accordance with the provisions of the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code, if applicable.

Section 2.8 Compensation of Directors. Directors shall not receive any salary of compensation for their services as directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their official duties as directors.

ARTICLE III
OFFICERS

Exhibit B

Section 3.1 Titles and Terms of Office.

(a) The officers of the Corporation shall be a president, a vice president, a secretary and a treasurer and such other officers as the Board may from time to time elect to fill a vacancy. One person may hold more than one office, except that the president shall not hold the office of secretary. Officers shall serve for one-year term or until his or her successor is elected or appointed. Notwithstanding the foregoing, all officers of the Corporation, except the secretary and treasurer, shall be members of the Board. Upon the expiration of the terms, each officer shall have the right to be re-appointed or re-elected.

(b) All officers shall be subject to removal from office at any time by a vote of a majority of the Board.

(c) A vacancy in the office of any director shall be filled by a vote of a majority of the Board.

Section 3.2 Powers and Duties of the President. The president shall be the chief operating executive officer of the Corporation, and subject to the City of the Board, the president shall be in general charge of the properties and affairs of the Corporation, and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, leases, notes and other instruments in the name of the Corporation. The President shall preside over the meetings of the Corporation.

Section 3.3 Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act, in their respective order. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

Section 3.4 Treasurer. The treasurer shall be the chief fiscal officer of the Corporation, and shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes, and other obligations in or drawn upon such bank, banks or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all money received and paid out on account of the Corporation. The treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of his/her duties in such form, and amount as the Board may require. All check writing City will follow all applicable City policies concerning authorizations, signatures and disbursements.

Exhibit B

Section 3.5 Secretary. The secretary shall keep the minutes of all meetings of the Board and books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board.

Section 3.6 Compensation. Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for the actual expenses incurred in the performance of their official duties as officers.

ARTICLE IV
FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 4.1 Books, Records, and Audits.

(a) The Corporation shall keep and properly maintain in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

(b) At the direction of the City, the accountants, staff and personnel of the City may maintain the books, records, accounts, and financial statements of the Corporation for the Corporation.

(c) The Corporation, or the City if the option of subsection (b) is selected, shall cause its books, records, accounts, and financial statements to be studied at least once each fiscal year by an outside, independent auditing and accounting firm selected by the City and approved by the Board. Such an audit shall be at the expense of the Corporation and shall be delivered to the City within 150 days of the end of the fiscal year of the Corporation.

(d) All books and records of the Corporation may be inspected by any director or his or her agent or attorney for any purpose at any reasonable time and at all times the City shall have access to the books, records, and financial statements of the Corporation.

Section 4.2 Deposit and Investment of Corporation Funds.

(a) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments (“Obligations”) issued by the Corporation in accordance with the provisions of the

Exhibit B

Act shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.

(b) Subject to the requirements of contracts, loan agreements, indentures or other agreements securing Obligations, all other money of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security and/or investment of the public funds of the City. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of its treasurer and such other persons as the Board designates. The Chief Financial Officer of the City or designee of the Chief Financial Officer shall perform the accounts, reconciliation, and investment of such funds and accounts.

Funds of the Corporation, the proceeds from the sale of property, revenues generated by and payable to the Corporation pursuant to the Act or any other source of revenues that are payable to the Corporation and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, except expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of money derived from sources other than the proceeds of Obligations may be used for the purpose of financing or otherwise providing for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing and placement in service of public facilities of the City under the terms of the Act.

Section 4.4 Issuance of Obligations. No Obligations, including refunding obligations, shall be authorized or sold and delivered by the Corporation unless the City approves such Obligations by action taken prior to the date of initial delivery of the Obligations to the initial purchasers thereof.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1 Principal Office.

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation located at 300 W. College Street, Grand Prairie, Texas 75053 as specified in the Certificate of Formation.

Section 4.3 Expenditure of Corporate Money. The proceeds from the investment of

(a) The Corporation shall have and shall continually designate a registered agent at its office, as required by the Act.

Exhibit B

Section 5.2 Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 4.3 Expenditure of Corporate Money. The proceeds from the investment of

(a) The Corporation shall have and shall continually designate a registered agent at its office, as required by the Act.

Section 5.2 Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 5.3 Seal. No seal of the Corporation shall be required.

Section 5.4 Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the president or secretary. The acceptance of resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5.5 Approval or Advice and Consent of the City. To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the City, a certified copy of a resolution, order or motion duly adopted by the City shall evidence such advice and consent.

Section 5.6 Services of City Staff and Officers. To the extent possible, the Corporation shall utilize the services and the staff employees of the City. All requests for staff time or inquiries of staff will be requested through the secretary. The Corporation shall pay reasonable compensation to the City for such services, and the performance of such services shall not materially interfere with the other duties of such personnel of the City.

Section 5.7 Indemnification of Directors, Officers and Employees.

(a) The Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) As provided in Section 303.037 of the Act, the Corporation shall indemnify each and every member of the Board, its officers and its employees and each member of the Board and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the sanctions and activities of the Corporation; provided, however, that the Corporation may not provide indemnity in any manner if the director, officer, employee,

Exhibit B

or agent is guilty of negligence or misconduct in relation to the matter. The legal counsel for the Corporation is authorized to provide a defense for members of the Board, officers, and employees of the Corporation.

ARTICLE VI
EFFECTIVE DATE, AMENDMENTS; MISCELLANEOUS

Section 6.1 Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

- (1) the approval of these Bylaws by the City, which approval may be granted prior to the creation of the Corporation; and
- (2) the adoption of the Bylaws by the Board.

Section 6.2 Amendments to Certificate of Formation and Bylaws. The Certificate of Formation of the Corporation and these Bylaws may be amended only in the manner provided in the Certificate of Formation and the Act.

Section 6.3 Interpretation of Bylaws. These Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstances, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

Section 6.4 Termination. Upon the termination of the Corporation after payment of all obligations of the Corporation, all remaining assets of the Corporation shall be transferred to the City.

Adoption of Bylaws

We, the undersigned, are all of the initial directors of the Corporation, and we consent to, and hereby adopt, the foregoing Bylaws, consisting of eight (8) pages, as the Bylaws of this Corporation.

Dated: _____, 2020.

By: _____
Steve Dye

By: _____
William A. Hills

By: _____
John Lopez

By: _____
Greg Giessner

By: _____
Susan Sanders

Exhibit A

**CERTIFICATE OF FORMATION
OF
GRAND PRAIRIE PFC**

A PUBLIC FACILITY CORPORATION AND
INSTRUMENTALITY OF THE
CITY OF GRAND PRAIRIE

Pursuant to the Texas Business Organizations Code, Grand Prairie PFC (the "Corporation"), a non-profit corporation incorporated under the laws of the State of Texas, and public nonprofit corporation under the Public Facility Corporation Act, as amended, Chapter 303, Texas Local Government Code (the "Act") with the approval of the City Council of the City of Grand Prairie, Texas (the "City"), as evidenced by the resolution attached hereto as Exhibit "A" and made a part of this Certificate of Formation for all purposes, does hereby adopt the following Certificate of Formation for the Corporation:

**ARTICLE ONE
NAME**

The name of the Corporation is the "Grand Prairie PFC".

**ARTICLE TWO
AUTHORIZATION**

The Corporation is a nonprofit public corporation.

**ARTICLE THREE
DURATION**

Subject to the provisions of Article Thirteen hereof, the period of duration of the Corporation is perpetual.

**ARTICLE FOUR
PURPOSE AND LIMITATIONS**

(a) The Corporation is organized exclusively for the purpose of assisting the City in financing, refinancing or providing public facilities. The Corporation shall have and possess the broadest possible powers to finance obligations issued or incurred in accordance with existing law, to provide for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing and placement in service of public facilities of the City under the terms of the Act. The corporation is authorized to issue "bonds" as defined and permitted by the Act on behalf of the City; provided, however, no bonds, notes, interim certificates, or other evidence of indebtedness may be issued by the Corporation unless such bonds are first approved by resolution of the City. The Corporation is a public corporation, and a public instrumentality within the meaning of the Act, the United States Treasury Department, the rulings of the Internal Revenue Service prescribed and

Exhibit A

promulgated pursuant to section 103 and 141 of the Internal Revenue Code of 1986, as amended, and the Corporation is authorized to act on behalf of the City as provided in this Certificate of Formation.

(b) In the fulfillment of its corporate purpose, the Corporation shall have and may exercise the powers described in paragraph (a) of this Article, together with all of the other powers granted to corporations that are incorporated under the Act, and to the extent not in conflict with the Act, the Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions given by the general laws of the State to nonprofit corporations under the Texas Non-Profit Corporation Act, as amended, Texas Revised Civil Statutes Annotated Article 1396-101, et seq., or any other applicable laws of the State.

(c) The Corporation shall have the purposes and powers permitted by the Act, but the Corporation does not have, and shall not exercise the powers of sovereignty of the City, including the power to tax, eminent domain, or police power. However, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practice and Remedies Code), the Corporation is a governmental unit and its actions are governmental functions.

(d) No bonds or other obligations, contracts, or agreements of the Corporation are or shall ever be deemed to be or constitute the contracts, agreements, bonds, other debt instruments, or other obligations or the lending of credit, or a grant of the public money or things of value, of, belonging to, or by the State, the City, or any other political corporation, subdivision or agency of the State, or a pledge of the faith and credit of any of them. Any and all of such contracts, agreements, bonds or other debt instruments, and other obligations, contracts and agreements shall be payable solely and exclusively from the revenues and funds received by the Corporation from the sources authorized by the Act and from such other sources as may be otherwise lawfully available and belonging to the Corporation from time to time.

(e) The City, in its sole discretion, may alter the Corporation's structure, name, organization, programs, or activities; consistent with the Act and subject to limitations provided by law relating to the impairment of contracts entered into by the Corporation.

ARTICLE FIVE FINANCING

(a) Before the consummation of the sale and delivery of any bonds, the Corporation shall obtain approval by the City, evidenced by the adoption of a written resolution.

(b) In the exercise of the powers of the Corporation, the Corporation may enter into loan, lease, trust, or other agreements as authorized by the Act that are necessary and appropriate to the fulfillment of the public purpose of the Corporation, all of which agreements (and the specific uses, and the method of withdrawals and expenditure of the proceeds of the bonds) must be included as a part of the approval process of the City required by paragraph (a) above.

Exhibit A

**ARTICLE SIX
MEMBERS**

The Corporation has no members and is a non-stock corporation.

**ARTICLE SEVEN
AMENDMENTS**

This Certificate of Formation may be amended at any time as provided in the Act, to make any changes and add any provisions that might have been included in the Certificate of Formation in the first instance. Any amendment may be accomplished in either of the following manners:

(a) The members of the board of directors of the Corporation shall file with the City a written application requesting approval of the amendments to the Certificate of Formation, specifying in such application the amendments proposed to be made. The City shall consider such application and, if it shall, by appropriate resolution, duly find and determine that it is advisable that the proposed amendments be made, it shall approve the form of the proposed amendments. The board of directors of the Corporation may then amend the Certificate of Formation by adopting such amendment at a meeting of the board of directors. The Corporation's president or vice president and the secretary of the City shall execute the amendment on behalf of the Corporation. The amendment and a certified copy of the resolution of the City shall be delivered to the Secretary of State as required by the Act; or

(b) The City may, at its sole discretion, and at any time, amend this Certificate of Formation and alter or change the structure, name, organization, programs or activities of the Corporation, or terminate or dissolve the Corporation (subject to the provisions of the Act) by resolution as otherwise provided in the Act.

**ARTICLE EIGHT
ADDRESS**

The street address of the initial registered office of the Corporation is 300 West Main, Grand Prairie, Texas 75053, and the name of its initial registered agent at that address is William A. Hills.

**ARTICLE NINE
BOARD OF DIRECTORS**

(a) The management of the affairs of the Corporation is vested in its Board of Directors. The number of directors and their manner of election or appointment shall from time to time be fixed by the Bylaws of the Corporation (the "Bylaws"). The number of directors may be increased or decreased from time to time by amendment to the Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director, nor in any event shall there ever be fewer than five directors. The directors shall include Director of Housing and Neighborhood Services and the Deputy City Manager, and the remaining three directors shall be appointed by the City Council of the City. The names and street addresses of the persons who are to serve as the

Exhibit A

initial directors until the first annual meeting of the Board of Directors or until their successors are elected and qualified in accordance with the Bylaws are as follows:

NAMES	ADDRESSES
Steve Dye	300 West Main, Grand Prairie TX 75053
William A. Hills	300 West Main, Grand Prairie, TX 75053
Greg Giessner	300 West Main, Grand Prairie, TX 75053
John Lopez	300 West Main, Grand Prairie, TX 75053
Susan Sanders	300 West Main, Grand Prairie, TX 75053

Each director shall serve an initial five (5) year term, as subject to the terms of the Act.

(b) The directors shall serve without compensation, but they shall be reimbursed for their actual expenses incurred in the performance of their duties as directors.

(c) The board of directors shall elect a president, vice president, secretary, treasurer and any other officers that the Corporation considers necessary, to serve as executive officers of the Corporation, as more specifically provided in the Corporation’s bylaws. The Director of Housing and Neighborhood Services of the City of Grand Prairie shall serve as the Secretary of the Corporation to provide administrative support services for the Corporation.

(d) Meetings of the board of directors are subject to the Texas Open Meetings Act, Texas Government Code, Chapter 551, and the Corporation is subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

**ARTICLE TEN
BYLAWS**

The initial bylaws of the Corporation shall be adopted by the Corporation’s board of directors and shall, together with this Certificate of Formation, govern the initial affairs of the Corporation until and unless amended in accordance with the provisions of the Act and this Certificate of Formation. The bylaws and each amendment and repeal of the bylaws must be approved by the City by resolution.

**ARTICLE ELEVEN
INCORPORATOR**

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Mattye Gouldsby Jones	14755 Preston Road, Suite 600, Dallas, TX 75254

ARTICLE TWELVE

Exhibit A

CITY APPROVAL

(a) The City has specifically authorized the Corporation by resolution to act on its behalf to further the public purposes stated in this Certificate of Formation, and the City has by resolution, dated August 18, 2020, approved this Certificate of Formation. A copy of this resolution is on file among the permanent public records of the City and the Corporation.

(b) The City is the Corporation's "Sponsor" (as defined by the Act) and has caused this Corporation to be created. The address of the City is 300 West Main, Grand Prairie Texas 75053.

**ARTICLE THIRTEEN
TERMINATION**

The City, by written resolution, may authorize and direct the termination of the Corporation. However, the Corporation shall not be terminated, and its business shall not be terminated, by act of the City or otherwise, so long as the Corporation shall be obligated to pay any bonds.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of May, 2020.

Mattye Gouldsby Jones
Incorporator

Exhibit A

EXHIBIT "A"



Legislation Details (With Text)

File #: 20-10244 **Version:** 1 **Name:** Body worn and In-car camera purchase
Type: Ordinance **Status:** Consent Agenda
File created: 8/18/2020 **In control:** Municipal Court
On agenda: 8/18/2020 **Final action:**
Title: Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget for the purchase of GETAC body cameras along with In-Car video equipment from Trinity Innovative Solutions in the amount of \$67,150.02 through the Texas DIR-TSO-4075 State contract

Sponsors:

Indexes:

Code sections:

Attachments: [Black and White0248.pdf](#)
[20-10244 MC Body Worn and In-Car Cameras](#)

Date	Ver.	Action By	Action	Result
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From
Steven Cherry

Title
Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget for the purchase of GETAC body cameras along with In-Car video equipment from Trinity Innovative Solutions in the amount of \$67,150.02 through the Texas DIR-TSO-4075 State contract

Presenter
Steven Cherry, Court Director

Recommended Action
Approve

Analysis
The agreement will provide the Municipal Court the ability to purchase body worn cameras and in-car video solutions for the city marshals. The purchase will be off of the Texas DIR-TSO-4075 State contract. The current in-car solution in the marshal vehicles is no longer supported by the current company L3 and is outdated. Body worn cameras are not only a benefit to the marshals but to the city. It is a standard and best practice in law enforcement across the country. Video recorded by body worn cameras and in-car solutions helps protect officers and citizens against false accusations, claims of misconduct, or abuse. Increases transparency and accountability of officers. May help prevent and de-escalate confrontational situations between officers and civilians. This is a one time purchase of equipment with a four (4) year warranty with an optional one year extension.

Financial Consideration
Funding for the purchase for the body cameras and in-car solution equipment and installation by Trinity Solutions, in the amount of \$67,106, is available by approving an ordinance transferring and appropriating from

the unobligated fund balance in the Capitol Reserve Fund (402590) to WO #02015303 (MC Body Worn and In-Car Cameras).



2385 Oak Grove Parkway
Little Elm, TX 75068
Ph: (972) 292-3993
www.tsmtexas.com

CUSTOMER	Grand Prairie Marshal's Office
CONTACT	Stephen Cherry
ADDRESS	200 W Main Street Grand Prairie TX 75050
EMAIL	sdcherry@gptx.org
PHONE	817-2334740

PROPOSAL#	GPMO-GTCE-062520
DATE	06/25/2020
TOTAL COST	\$67,150.02
PREPARED BY	Jeff Merriman
PHONE	(417) 622-2005
EMAIL	jmerriman@tsmtexas.com

PROPOSAL OVERVIEW

CONTRACT DIR-TSO-4075

This proposal is for a self-hosted (agency provides their own server) Getac Body Worn Camera and In-Car Video Solution. This proposal contains the following:

- 7 X Getac BC-02 Body Worn Camera.
 - 10-hour battery life.
 - Small, light, and easy to use.
 - 64GB memory.
 - One-button recording.
 - IP67 rated.
 - SD/HD/FHD.
 - Pre-record.
 - In-field classification.
 - **BC-02 refresh at end of 24th month.**
- 7 X Getac BWC Accessory Kit.
 - Hard-shell carry case.
 - Getac VD-02 single camera dock w/AC adapter. Can be setup of offload video and charge camera at the same time
 - Dual-side magnetic mount.
 - Standard chest clip mount.
 - Quick-release magnetic charging cable.
- 7 X Getac In-Car Video Systems
 - VR-X20 DVR
 - I3 processor.
 - 256 SSD.
 - Blackbox – 256 SSD.
 - 4GB RAM.
 - Windows OS.
 - Multiple triggers.
 - GPS.

- ZeroDark 180° front facing camera.
- Analog rear-seat camera w/IR and cabin mic.
- Bluetooth Trigger Box.
- Wiring harness.
- AirGain 3-in-1 antenna.
- 1 X Getac MD-02 Master Dock.
 - 8-port BWC docking station.
 - AC Power Supply.
 - Quickly off-load video and charge your BC-02 at the same time.
- 1 X Getac Enterprise Digital Evidence Management System.
 - Getac DEMS license. One-time cost.
 - 48 X Annual Device Licenses.
 - 28 X BWC (7 X 4-years).
 - 28 X In-car Video (7 X 4-years).
 - Unlimited users.
 - Full access to all features, no “tiers” or “plans.” Whether you have one camera or one thousand.
 - Full audit trail and chain of custody.
 - Redaction.
 - User-defined permissions.
 - Electronic evidence sharing – no more DVDs.
 - Can manage all types of digital evidence.
- On-Site Services.
 - Installation of server software, configuration, and system testing.
 - Installation of in-car video systems.
 - Training.
 - Train-the-trailer.
 - System Admin.
 - Supervisor.
 - End-User.
- Warranty, Maintenance, and Support.
 - 4-years of warranty, maintenance, and support included.

PRICING

BODY WORN CAMERA SYSTEM

Annual Program Cost.

- Year 1 - \$7,000.00.
- Year 2 - \$7,000.00.
- Year 3 - \$7,000.00.
- Year 4 - \$7,000.00.
- **BWEC GRAND TOTAL - \$28,000.00.**

BWC PRICE TABLE

Inventory ID	Description	Quantity	MSRP	Unit Price	Ext. Price
OVWX2MXXXXX1	GETAC VIDEO SOLUTIONS INC.: Body Worn Camera (BC-02),64GB + FHD/HD/WVGA + WiFi + GPS + BLE, 1 year	7	\$316.59	\$299.00	\$2,093.00

	hardware warranty (compatible with magnetic charge cable ORB39X)				
ORB24U	Body Worn Camera (BC-02) - Single Port Dock (VD-02), includes USB AC adapter, USB Cable (3.94 ft)	7	\$107.00	\$69.00	\$483.00
ORB39X	Body Worn Camera (BC-02), magnetic quick release charging USB cable (3.94 ft) (must be used with SKU OVVX2MXXXXX1)	7	\$69.00	\$65.00	\$455.00
ORB41X	Body Worn Camera dual side magnetic mount	7	\$59.00	\$56.00	\$392.00
ORB31X	Body Worn Camera chest clip	7	\$20.12	\$19.00	\$133.00
OVVX2MXXXXX21	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02), 25th month device refresh option program, full upfront, 1 year hardware warranty	7	\$316.59	\$299.00	\$2,093.00
OWH01X	Getac Enterprise - Server License, One Time (Self Host)	1	\$6,000.00	\$5,476.00	\$5,476.00
OWC011	Getac Enterprise -- Video License and Annual Maintenance (Per Client Device) 1st year	7	\$200.00	\$175.00	\$1,225.00
OWC012	Getac Enterprise -- Video License and Annual Maintenance (Per Client Device) 2nd year	7	\$200.00	\$175.00	\$1,225.00
OWC013	Getac Enterprise -- Video License and Annual Maintenance (Per Client Device) 3rd year	7	\$200.00	\$175.00	\$1,225.00
OWC014	Getac Enterprise -- Video License and Annual Maintenance (Per Client Device) 4th year	7	\$200.00	\$175.00	\$1,225.00
GE-SVBDEXT3Y	Body Worn Camera (BC-02) - VD-02 Dock - Extended Warranty - Years 2, 3 & 4	7	\$16.99	\$16.00	\$112.00
OZX04X	Getac Video Remote Setup, Configuration, or Pre-Testing - Per day	2	\$1,400.00	\$1,300.00	\$2,600.00
GTC-SVC-OST	TIS On-Site Training Services for Getac Solution - Per day	2	\$2,700.00	\$2,114.00	\$4,228.00
OZX05X	Getac Video On-Site Enterprise Server Configuration - Per day	1	\$2,700.00	\$2,500.00	\$2,500.00
OD2DAU	Body Worn Camera (BC-02) - 8 Port Multidock with Datamover (MD-02D), includes 90W AC Adapter (US)	1	\$1,322.47	\$1,265.00	\$1,265.00
GE-SVMDEXT3Y	Body Worn Camera (BC-02) - MD-02D Dock w/ 90W - Extended Warranty - Years 2, 3 & 4	1	\$189.99	\$185.00	\$185.00
OVS02X	Getac Video Pre-Configuration - Per Device	7	\$82.00	\$35.00	\$245.00
GE-SVBWEXT1Y	Body Worn Camera (BC-02) - BC-02 Extended Warranty - Year 2	14	\$62.47	\$60.00	\$840.00

GRAND TOTAL \$28,000.00

IN-CAR VIDEO SYSTEM

Annual Program Cost.

- Year 1 - \$35,475.00.
- Year 2 - \$1,225.00.
- Year 3 - \$1,225.00.
- Year 4 - \$1,225.00.
- **IN-CAR VIDEO GRAND TOTAL - \$39,150.02.**

PRICE TABLE

Inventory ID	Description	Quantity	MSRP	Unit Price	Ext. Price
OAAACAXEAXX1	VR-X20 i3 Blackbox+Cameras+Display DVR (VR-X20-i3)-[Integrated 4GB RAM+256GB SSD+2nd 256GB SSD Battery Backup+WIFI+GPS+Crash Sensor], Wiring kit, DVR mounting bracket, A/V input cable, ZeroDark Full HD IP Camera, Cabin IR camera, 5" touch display, GPS ant.	7	\$5,254.00	\$3,559.86	\$24,919.02
GE-SVDNEXT3Y	DVR + Cameras + Display Extended Warranty - Years 2, 3 & 4	7	\$555.00	\$450.00	\$3,150.00
OLX07X	DVR - Wiring Kit - Power, Ground, Ignition (25ft)	7	\$14.00	\$13.00	\$91.00

591GVS0000013	Vehicle Antenna - AirGain UltraMax, 5in1, WiFix2-GPSx1-LTEEx2, Bolt Mount, 19ft, Black	7	\$315.00	\$225.00	\$1,575.00
OWC011	Getac Enterprise – Video License and Annual Maintenance (Per Client Device) 1st year	7	\$200.00	\$175.00	\$1,225.00
SVC-INST- INCARVID-1	In Car Mobile Installation 1-49 Units	7	\$500.00	\$450.00	\$3,150.00
OWC012	Getac Enterprise – Video License and Annual Maintenance (Per Client Device) 2nd year	7	\$200.00	\$175.00	\$1,225.00
OWC013	Getac Enterprise – Video License and Annual Maintenance (Per Client Device) 3rd year	7	\$200.00	\$175.00	\$1,225.00
OWC014	Getac Enterprise – Video License and Annual Maintenance (Per Client Device) 4th year	7	\$200.00	\$175.00	\$1,225.00
GE-SVTGEXT3Y	Body Worn Camera (BC-02) - Bluetooth Trigger Box - Extended Warranty - Years 2, 3 & 4	7	\$47.99	\$45.00	\$315.00
OTX11X	Body Worn Camera Bluetooth Trigger Box (TB-02)	7	\$157.76	\$150.00	\$1,050.00

GRAND	\$39,150.02
TOTAL	

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

Fund/Activity Account: 402590-02015303
 Project Title: MC Body Worn and In-Car Cameras
 Current Request: \$67,106.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Minor Equipment (60520)	\$0	\$0	\$67,106	\$67,106	\$67,106
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$0	\$0	\$67,106	\$67,106	\$67,106



Legislation Details (With Text)

File #: 20-10256 **Version:** 1 **Name:** Castle Group Contract
Type: Ordinance **Status:** Consent Agenda
File created: 8/13/2020 **In control:** City Secretary
On agenda: 8/18/2020 **Final action:**
Title: Ordinance amending the FY 2019/2020 Capital Improvement Projects Fund; Inter-local Agreement for Cost Sharing of Sales Tax Advocacy & Consultation from Castle Group, a coalition of cities, in an amount not to exceed \$150,000, with an expiration date of June 1, 2021

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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From

Andrew Fortune

Title

Ordinance amending the FY 2019/2020 Capital Improvement Projects Fund; Inter-local Agreement for Cost Sharing of Sales Tax Advocacy & Consultation from Castle Group, a coalition of cities, in an amount not to exceed \$150,000, with an expiration date of June 1, 2021

Presenter

Andrew Fortune, Manager of Legislative Affairs

Recommended Action

Approve

Analysis

This contract will be used to advocate against the sales tax sourcing issues currently being considered by the Texas Comptroller’s office. This is a collective effort among multiple cities, and the cost of consultants and expenses is ultimately shared between participating cities based on a per capita share.

To date, the Castle Group has hired consultant services and analysis on the impacts of Rule Change 3.334. This rule change has the ability to negatively impact Grand Prairie financially.

Financial Consideration

Funding for an Interlocal Agreement for Sales Tax Advocacy & Consultation from Castle Group, in an amount not to exceed \$150,000, is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Capital Reserve Fund (402590), WO #02015403 (Castle Group).

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY

2019/2020 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$150,000 FROM THE UNOBLIGATED FUND BALANCE IN THE CAPITAL RESERVE FUND (402590), WO #02015403 (CASTLE GROUP)

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 \$150,000 from the unobligated fund balance in the Capital Reserve Fund (402590), WO #2015403 (Castle Group).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 18TH DAY OF AUGUST, 2020.



Legislation Details (With Text)

File #: 20-10157 **Version:** 1 **Name:** S200703 - Site Plan - Jefferson at Grand Prairie
Type: Agenda Item **Status:** Public Hearing on Zoning Applications
File created: 7/10/2020 **In control:** Planning and Zoning Commission
On agenda: 8/18/2020 **Final action:**
Title: S200703 - Site Plan - Jefferson at Grand Prairie (City Council District 6). Site Plan for a multi-family development with 23.03 dwelling units per acre on 16.5 acres. Tract 17, Stephen B McCommas Survey, Abstract No. 888, City of Grand Prairie, Dallas County, Texas, zoned PD-400, within the I-20 Corridor Overlay District, generally located south of I-20 on the west side of Vineyard Rd, and addressed as 1225 W Interstate 20.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Exhibit A - Location Map.pdf](#)
[Exhibit B - Site Plan.pdf](#)
[Exhibit C - Landscape Plan.pdf](#)
[Exhibit D - Building Elevations.pdf](#)
[PZ Draft Minutes 07-27-2020](#)

Date	Ver.	Action By	Action	Result
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From

Monica Espinoza

Title

S200703 - Site Plan - Jefferson at Grand Prairie (City Council District 6). Site Plan for a multi-family development with 23.03 dwelling units per acre on 16.5 acres. Tract 17, Stephen B McCommas Survey, Abstract No. 888, City of Grand Prairie, Dallas County, Texas, zoned PD-400, within the I-20 Corridor Overlay District, generally located south of I-20 on the west side of Vineyard Rd, and addressed as 1225 W Interstate 20. (On July 27, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 9-0).

Presenter

Savannah Ware, AICP, Chief City Planner

Recommended Action

Approve

Analysis

SUMMARY:

Site Plan for a multi-family development with 23.03 dwelling units per acre on 16.5 acres. Tract 17, Stephen B McCommas Survey, Abstract No. 888, City of Grand Prairie, Dallas County, Texas, zoned PD-400, within the I-20 Corridor Overlay District, generally located south of I-20 on the west side of Vineyard Rd, and addressed as

1225 W Interstate 20.

PURPOSE OF REQUEST:

The applicant intends to construct a multi-family development on 16.5 acres. Site Plan approval by City Council is required for any project involving multi-family use. Development at this location requires City Council approval of a Site Plan because the property is intended for multi-family use.

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

ADJACENT LAND USES:

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

Table 1: Adjacent Zoning and Land Uses

Direction	Zoning	Existing Use
North	PD-294B; PD-28	Undeveloped
South	SF-1	Church
West	PD-342; SF-1	QT, Hotel; Undeveloped
East	SF-1	Undeveloped, Single Family

ZONING HISTORY:

- May 19, 2020: City Council approved a Zoning Change/Concept Plan (Case Number Z200303/CP200302) creating a PD-400, a Planned Development District for multi-family and commercial uses.
- The Preliminary Plat for Lots 1 and 2, Block 1 of Jefferson at Grand Prairie Addition is under concurrent review (Case Number P200705).

PROPOSED USE CHARACTERISTICS AND FUNCTION:

The applicant intends to develop 16.5 acres for multi-family use. The Site Plan includes 380 multi-family units in 14 residential buildings and one leasing/clubhouse building. The property includes a linear open space amenity that will connect to a trail system that will be designed around an existing pond. Trail amenities include seating, pet stations, and plaza gathering spaces. Other amenities include an outdoor kitchen with seating, a grill, and shade structure, a rectangular pool with a sun shelf feature, private yards for ground floor residents, and a fitness center in the leasing building.

A drive off of the I-20 frontage road will provide access to both the future commercial and proposed multi-family developments. The applicant is proposing to use an existing drive off of Lake Ridge Pkwy to provide access to the multi-family. This drive is located between the Quick Trip convenience store and Staybridge Hotel (currently under construction). The drive is located on hotel property. The applicant has obtained written permission from the property owner to make improvements and extend the existing access easement to the property line.

ZONING REQUIREMENTS:

Density and Dimensional Requirements

The subject property is zoned PD-400 with a base zoning of Multi-Family Three District; development is

subject to the standards for PD-400 and for Multi-Family Three District in the Unified Development Code (UDC). The following table evaluates the density and dimensional standards of the proposed development. The proposal meets the density and dimensional requirements with one exception.

Table 2: Site Data Summary

Standard	Required	Provided	Meets
Min. Lot Area Sq. Ft.	12,000	715,740	Yes
Min. Lot Width (Ft.)	100	1,267	Yes
Min. Lot Depth (Ft.)	120	618.42	Yes
Front Setback (Ft.)	30	30	Yes
Rear Setback (Ft.)	20	20	Yes
Max. Height (Ft.)	50	42.83	Yes
Max. Density (DUA)	26	24	Yes
Max. One Bedroom (%)	60	63	No

Parking

The table below evaluates the parking requirements. The proposal does not meet the required amount of covered parking spaces, and garage parking spaces.

Table 3: Parking Requirements

Standard	Required	Provided	Meets
Total Parking Spac	580	580	Yes
Garage	30%	19.8%	No
Carpport	20%	10%	No

Landscape and Screening

The property is subject to landscape and screening requirements in Appendix W of the UDC. The table below summarizes these requirements. The proposal meets or exceeds the landscape and screening requirements.

Table 4: Landscape & Screening Requirements

Standard	Required	Provided	Meets
Landscape Area (Sq. Ft.)	107,361	140,441	Yes
Trees	215	215	Yes
Shrubs	2,147	4,245	Yes
Dumpster Enclosure	Masonry Enclosure	Masonry Enclosure	Yes

Exterior Building Materials

The exterior finish materials include brick, stucco, and fiber cement siding. The proposed elevations meet the recommended design and building materials in Appendix W.

Appendix W Amenities

The applicant is providing amenities from the Environmentally Friendly Features, High-Quality Features or Designs, and Technology categories. Table 5 lists the amenities in each category. The proposal meets Appendix W requirements for amenities.

Table 5: Appendix W Amenities

Category	Tier	Amenity
Environmentally Friendly Features	1	High Efficiency Windows
Environmentally Friendly Features	2	Recycling Program
Environmentally Friendly Features	2	Walking/Jogging Trails
Environmentally Friendly Features	3	LED or Low-Wattage Lighting
Environmentally Friendly Features	3	Bicycle Parking
Environmentally Friendly Features	3	Outdoor Recreation Spaces with Cc
High-Quality Features or Designs	1	Granite Countertops in Kitchens an
High-Quality Features or Designs	1	Upgraded Woodwork
High-Quality Features or Designs	2	Upgraded Light Fixtures
High-Quality Features or Designs	2	Walk-in Closets
High-Quality Features or Designs	2	Full-Size Stainless Steel Major App
Technology	N/A	App-Enabled Communication
Technology	N/A	Wi-Fi Internet Access in Common

VARIANCES:

1. Maximum Percentage of One-Bedroom Units - the proposal includes 63% one-bedroom units when a maximum of 60% is allowed.
2. Garage Parking Spaces - the proposal includes 19.8% garages when 30% garages are required.
3. Covered Parking Spaces - the proposal includes 10% covered parking spaces when 20% is required.

ANALYSIS:

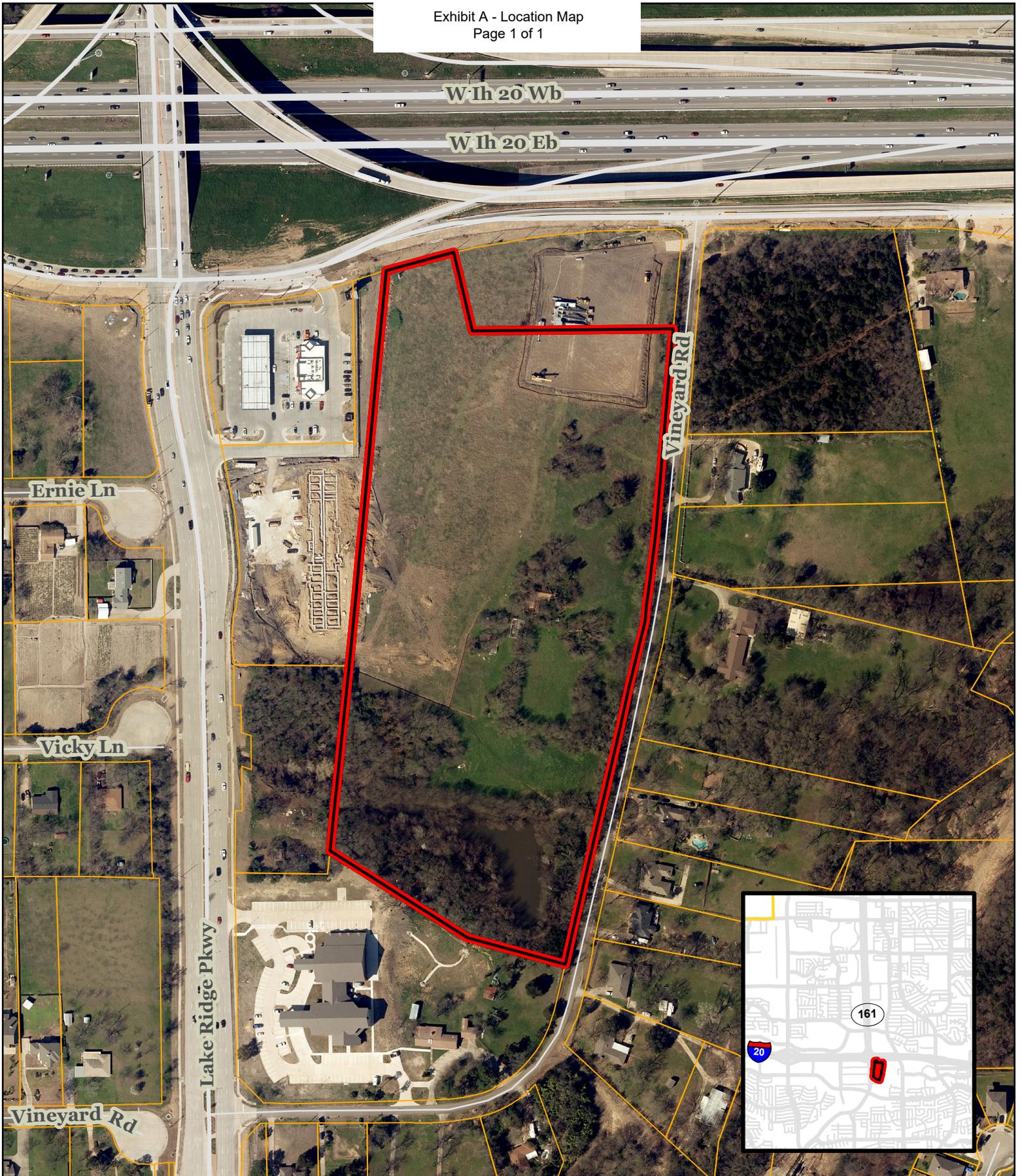
Appendix W states that multi-family developments meeting the recommended design standards may request two of the following:

1. Reduce required garage parking by 5%.
2. Increase maximum density or FAR by 20%.
3. Reduce required landscaped area by 5%.
4. Increase percentage of one bedroom units by 10%.

Since the proposed building elevations meet the recommended design and materials, the development qualifies for two of the items listed above. While the requested variances exceed what is allowed for developments that meet the recommended design, staff does not object to the requested variances. One unique aspect of the project is the linear open space amenity with connections to future trails around an existing pond. The site is designed and buildings configured to maximize this amenity. Staff believes that requiring additional garages would detract from the feature either by decreasing the area or by blocking views of the amenity.

RECOMMENDATION:

The Development Review Committee (DRC) recommends approval of the proposal as requested with the condition that the buildings are constructed with the materials and design shown on the building elevations.



CASE LOCATION MAP

Case Number S200703

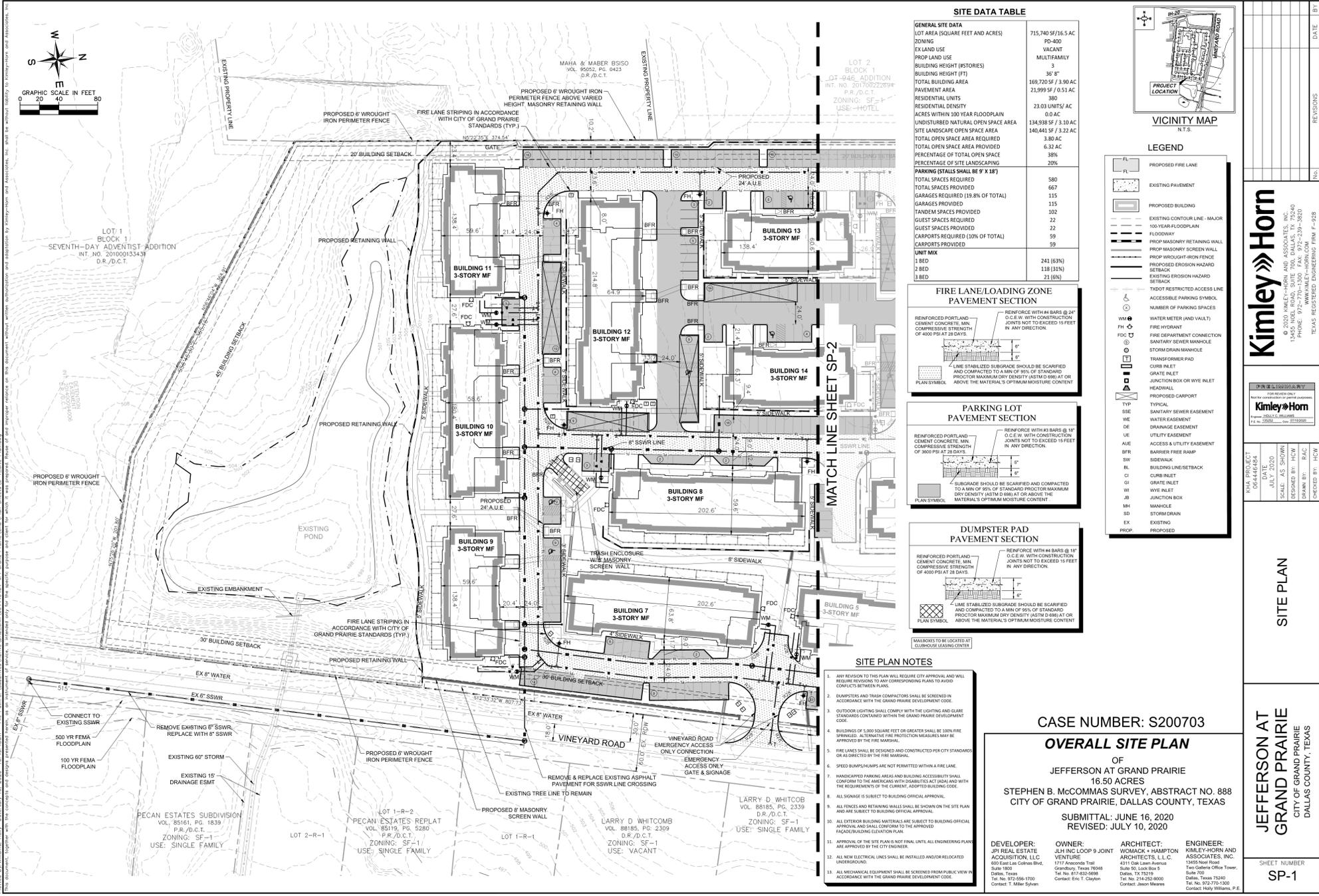
Jefferson at Grand Prairie



**City of Grand Prairie
Development Services**

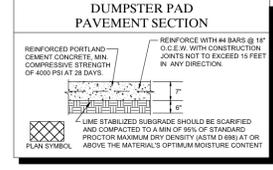
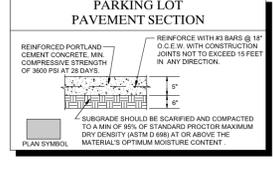
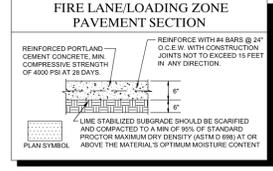
(972) 237-8255

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SITE DATA TABLE

GENERAL SITE DATA	715,740 SF/16.5 AC
LOT AREA (SQUARE FEET AND ACRES)	715,740 SF/16.5 AC
ZONING	PD-400
EX LAND USE	VACANT
PROP LAND USE	MULTIFAMILY
BUILDING HEIGHT (STORIES)	3
BUILDING HEIGHT (FT)	36' 8"
TOTAL BUILDING AREA	169,720 SF / 3.90 AC
PAVEMENT AREA	21,999 SF / 0.51 AC
RESIDENTIAL UNITS	380
RESIDENTIAL DENSITY	23.03 UNITS/AC
ACRES WITHIN 100 YEAR FLOODPLAIN	0.0 AC
UNDISTURBED NATURAL OPEN SPACE AREA	134,938 SF / 3.10 AC
SITE LANDSCAPE OPEN SPACE AREA	140,441 SF / 3.22 AC
TOTAL OPEN SPACE AREA REQUIRED	3.80 AC
TOTAL OPEN SPACE AREA PROVIDED	6.32 AC
PERCENTAGE OF TOTAL OPEN SPACE	38%
PERCENTAGE OF SITE LANDSCAPING	20%
PARKING (STALLS SHALL BE 9' X 18')	
TOTAL SPACES REQUIRED	580
TOTAL SPACES PROVIDED	667
GARAGES REQUIRED (19.8% OF TOTAL)	115
GARAGES PROVIDED	115
TANDEM SPACES PROVIDED	102
GUEST SPACES PROVIDED	22
CABINETS REQUIRED (10% OF TOTAL)	59
CARPORITS PROVIDED	59
UNIT MIX	
1 BED	241 (63%)
2 BED	118 (31%)
3 BED	21 (6%)



- ### SITE PLAN NOTES
- ANY REVISION TO THIS PLAN WILL REQUIRE CITY APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
 - DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE GRAND PRAIRIE DEVELOPMENT CODE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE GRAND PRAIRIE DEVELOPMENT CODE.
 - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE MARSHAL.
 - FIRE LINES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS OR AS DIRECTED BY THE FIRE MARSHAL.
 - SPEED BUMPS/PUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
 - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT APPLICABLE PARKING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE/BUILDING ELEVATION PLAN.
 - APPROVAL OF THE PERMITS ARE NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE CITY ENGINEER.
 - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE GRAND PRAIRIE DEVELOPMENT CODE.

CASE NUMBER: S200703

OVERALL SITE PLAN

OF
JEFFERSON AT GRAND PRAIRIE
16.50 ACRES
STEPHEN B. McCOMMAS SURVEY, ABSTRACT NO. 888
CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS

SUBMITTAL: JUNE 16, 2020
REVISED: JULY 10, 2020

DEVELOPER: JPI REAL ESTATE ACQUISITION, LLC
600 East Loop West, Suite 1900, Dallas, Texas 75202
Contact: T. Miller Sykes

OWNER: JLI INC LOOP 9 JOINT VENTURE
1717 Anacostia Trail, Suite 20, Loop East 9, Dallas, Texas 75248
Tel. No. 817-652-9698
Contact: Eric T. Chapman

ARCHITECT: WOMACK + HAMBITION ARCHITECTS, L.L.C.
4311 Oak Lawn Avenue, Suite 20, Loop East 9, Dallas, Texas 75248
Tel. No. 214-252-9000
Contact: Jason Meares

ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC.
13405 North Stemmer, Two Offices Office Tower, Suite 100, Dallas, Texas 75240
Tel. No. 972-770-1500
Contact: Holly Williams, P.E.

LEGEND

[Symbol]	PROPOSED FIRE LANE
[Symbol]	EXISTING PAVEMENT
[Symbol]	PROPOSED BUILDING
[Symbol]	EXISTING CONTOUR LINE - MAJOR
[Symbol]	100 YEAR FLOODPLAIN
[Symbol]	FLOODWAY
[Symbol]	PROP MASONRY RETAINING WALL
[Symbol]	PROP MASONRY SCREEN WALL
[Symbol]	PROP WROUGHT-IRON FENCE
[Symbol]	PROPOSED EROSION HAZARD SETBACK
[Symbol]	EXISTING EROSION HAZARD SETBACK
[Symbol]	TWOOT RESTRICTED ACCESS LINE
[Symbol]	ACCESSIBLE PARKING SYMBOL
[Symbol]	NUMBER OF PARKING SPACES
[Symbol]	WATER METER (AND VALVE)
[Symbol]	FIRE HYDRANT
[Symbol]	FIRE DEPARTMENT CONNECTION
[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	STORM DRAIN MANHOLE
[Symbol]	TRANSFORMER PAD
[Symbol]	CURB INLET
[Symbol]	GRADE INLET
[Symbol]	JUNCTION BOX OR WYE INLET
[Symbol]	HEADWALL
[Symbol]	PROPOSED CARPORT
[Symbol]	TYPICAL
[Symbol]	SANITARY SEWER EASEMENT
[Symbol]	WE
[Symbol]	WATER EASEMENT
[Symbol]	DE
[Symbol]	DRAINAGE EASEMENT
[Symbol]	UE
[Symbol]	UTILITY EASEMENT
[Symbol]	AUE
[Symbol]	ACCESS UTILITY EASEMENT
[Symbol]	BFR
[Symbol]	BARRIER FREE RAMP
[Symbol]	SW
[Symbol]	SIDEWALK
[Symbol]	RL
[Symbol]	BUILDING LINESETBACK
[Symbol]	CI
[Symbol]	CURB INLET
[Symbol]	GI
[Symbol]	GRADE INLET
[Symbol]	WI
[Symbol]	WYE INLET
[Symbol]	JB
[Symbol]	JUNCTION BOX
[Symbol]	MH
[Symbol]	MANHOLE
[Symbol]	SD
[Symbol]	STORM DRAIN
[Symbol]	EX
[Symbol]	EXISTING
[Symbol]	PROP.
[Symbol]	PROPOSED

JEFFERSON AT GRAND PRAIRIE
CITY OF GRAND PRAIRIE
DALLAS COUNTY, TEXAS

Kimley-Horn

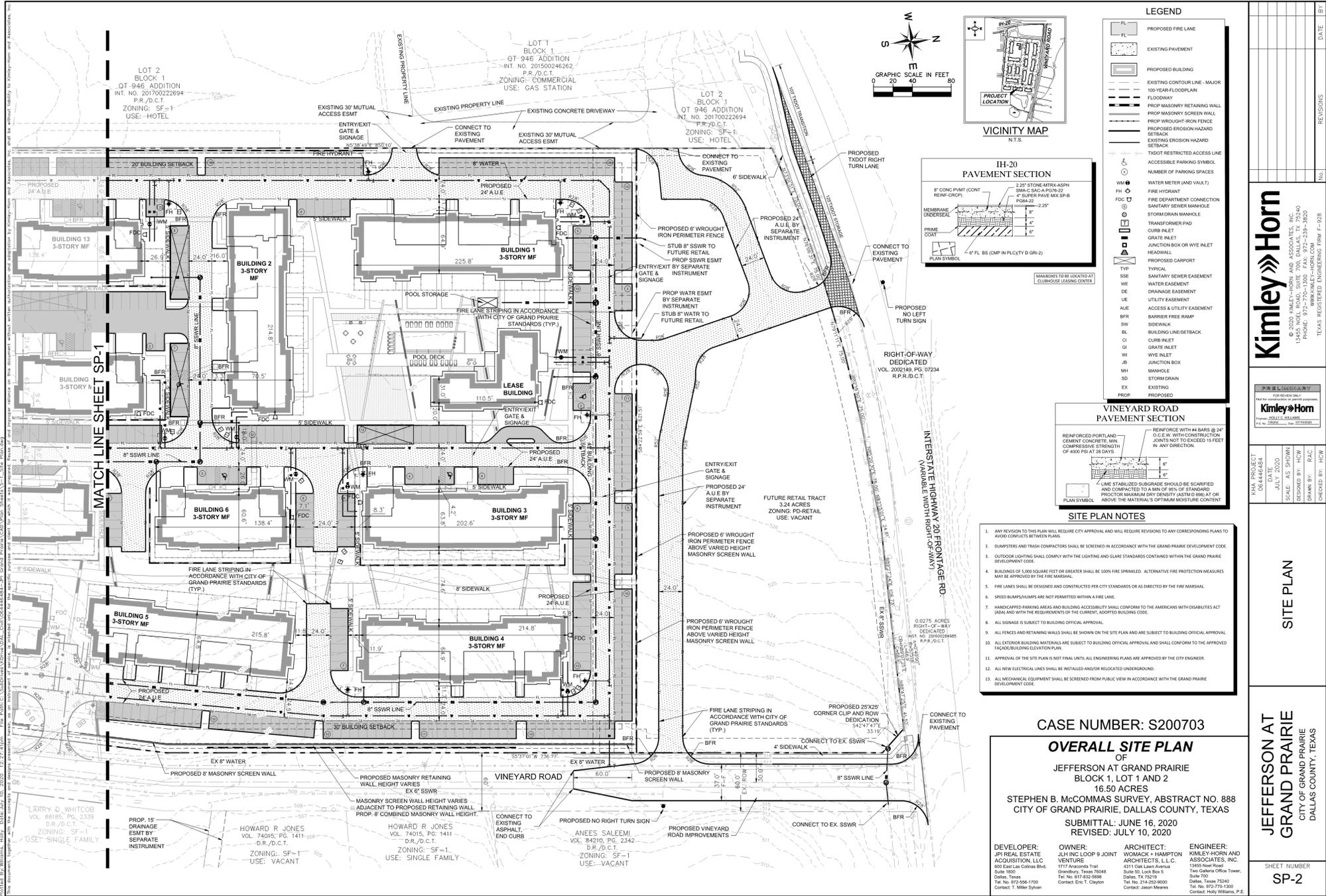
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13405 NOEL ROAD, SUITE 100, DALLAS, TX 75240
PHONE: 972-770-1500
WWW.KIMLEY-HORN.COM

TEXAS REGISTERED ENGINEERING FIRM F-928

SITE PLAN

NHA PROJECT NO. 2020-07-01
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: HJW
DRAWN BY: BAC
CHECKED BY: HCW

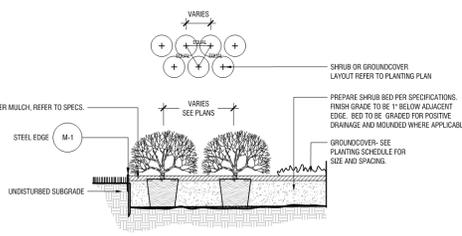
SHEET NUMBER
SP-1



Jefferson at Grand Prairie Code Calculations Chart			
Site Data		AC	SF
Total Site Area		16.50	715,740
Total Building Area			169,720
Pavement Area			21,999
Undeveloped Natural Area		3.10	134,938
Surface Parking Spaces		580	
Site Landscaping	Required (sf)	Provided (sf)	
Total Site Landscaping Area	107,761	146,441	
	15%	20%	
Street Frontage	Required	Provided	
Wayway Road			
1 way 25'-0" L.F.	Yes	Yes	
Minimum Landscaping	Required (sf)	Provided (sf)	
Canopy Trees (1,000 sf of Required Landscape Area)	215	215	
Undeveloped Natural Area (Existing Trees to Remain)	Existing	Existing	
Shrub (150 SF of Required Landscape Area)	2,142	4,245	
Parking Lot Trees	Required	Provided	
Planting Lot Trees (100 planting spaces)	29	63	

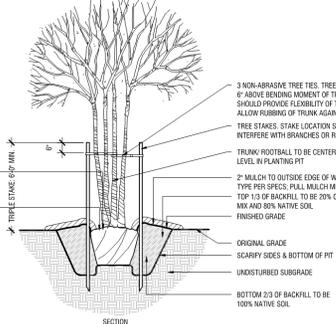
NOTE: No existing trees are being used for credits toward minimum requirements.

PLANT SCHEDULE						
TREES	COMMON / BOTANICAL NAME	CONT.	SIZE	SPACING	QTY	REMARKS
	Bald Cypress / Taxodium distichum 'Shaven Brave' TM	3" gal	12" x 14" Ht		6	868 NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER
	Cable Maple / Acer saccharum 'Cable'	3" gal	12" x 14" Ht		15	868 NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER
	Cedar Elm / Ulmus crassifolia	3" gal	12" x 14" Ht		78	868 NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER
	Londax Elm / Ulmus parvifolia	3" gal	12" x 14" Ht		11	868 NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER
	Live Oak Tree / Quercus virginiana	3" gal	12" x 14" Ht		53	868 NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER
	Sharwood Red Oak / Quercus shumardii	3" gal	12" x 14" Ht		52	868 NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER
SHRUBS	COMMON / BOTANICAL NAME	CONT.	SIZE	SPACING	QTY	REMARKS
	Dwarf Southern Wax Myrtle / Myrica pauciflora	5 gal	30" x 24" w	30" OC	57	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Green Cloud Texas Ranger / Leucophaea fraxinea 'Green Cloud' TM	5 gal	24" x 24" w	30" OC	70	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Indian Hawthorn / Rhaphis indica	5 gal	18" x 24" w	30" OC	70	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
GROUND COVERS	COMMON / BOTANICAL NAME	CONT.	SIZE	SPACING	QTY	REMARKS
	Bermuda Grass / Cynodon dactylon		soil		101,468 sf	REFER TO SPECIFICATIONS
	Entry Shrub Mix / Shrub Mix	5 gal	30" x 24" w	30" o.c.	1,146 sf	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED. GREEN CLOUD TEXAS RANGER, 30% DWARF SOUTHERN WAX MYRTLE, 30% DWARF INDIAN HAWTHORN, 30% DWARF SOUTHERN WAX MYRTLE. CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED.
	Shrub Mix / Shrub Mix	5 gal	24" x 24" w	30" o.c.	6,146 sf	30% GREEN CLOUD TEXAS RANGER, 30% INDIAN HAWTHORN, 30% DWARF SOUTHERN WAX MYRTLE. CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED.
	Wintercreeper / Euonymus alatus	1 gal	8" x 8" w	18" o.c.	30,803 sf	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED



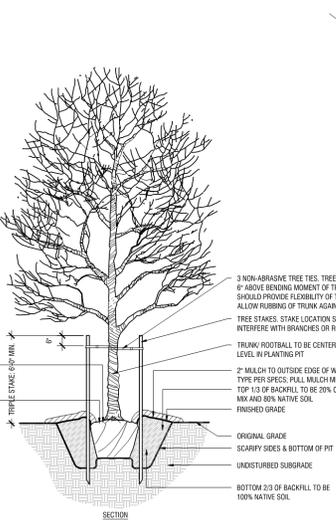
Shrubs & Groundcover
Scale: 1/2" = 1'-0"

- NOTES:
- REFERENCE PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - LOCATE ALL STAKES OUTSIDE OF ROOTBALL. DO NOT DRIVE STAKES INTO ROOTBALL.
 - STAKE MUST BE DRIVEN MIN. 24" INTO SOIL.
 - ALL MULTI-TRUNK TREES SHALL BE TRIPLE STAKED.



Multi-Trunk / Ornamental Tree (Above Grade Stakes)
Scale: 1/2" = 1'-0"

- NOTES:
- REFERENCE PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - LOCATE ALL STAKES OUTSIDE OF ROOTBALL. DO NOT DRIVE STAKES INTO ROOTBALL.
 - STAKE MUST BE DRIVEN MIN. 24" INTO SOIL.
 - ALL MULTI-TRUNK TREES SHALL BE TRIPLE STAKED.



Canopy Tree
Scale: 1/2" = 1'-0"

PLANTING NOTES:

- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE DRAWINGS.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AND MUST BE REPLACED WITH PLANT MATERIAL OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, OR REMOVED PRIOR TO PLANTING IN ALL AREAS.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
- FINAL FINISH GRADING SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION PRIOR TO PLANTING.
- ALL PLANT QUANTITIES LISTED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED IN THE PLANT SCHEDULE AND VERIFY ALL QUANTITIES.
- LANDSCAPE CONTRACTOR TO PROVIDE STEEL EDGING (PREFER TO MATERIALS PAGES) BETWEEN ALL PLANTING BEDS AND LAWN AREAS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE SPECIFICATIONS AND SIZES GIVEN IN THE PLANT LIST AND SHALL BE NURSERY GROWN IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
- ALL NEW PLANTING AREAS TO BE AMENDED PER SPECIFICATIONS.
- ANY PLANT MATERIAL THAT DOES NOT SURVIVE SHALL BE REPLACED WITH AN EQUIVALENT SIZE AND SPECIES WITHIN THIRTY (30) DAYS.
- PLANT MATERIAL SHALL BE PROVIDED AS NECESSARY TO CONTROL SIZE BUT NOT TO DISRUPT THE NATURAL GROWTH PATTERN OR CHARACTERISTIC FORM OF THE PLANT EXCEPT AS NECESSARY TO ACHIEVE HEIGHT CLEARANCE FOR VISIBILITY AND PEDESTRIAN PASSAGE OR TO ACHIEVE A CONTINUOUS GRADE HOUSE IF REQUIRED.
- LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, WEEDS, DEBRIS, AND DEAD PLANT MATERIAL.
- ALL LINE ESTABLISHED BY THE ARCHITECT SHALL BE MAINTAINED AND SHALL BE REMOVED FROM PLANTING AREAS TO A DEPTH OF 24" & REPLACED WITH ORGANIC AMENDED TOPSOIL FILL.
- TREES OVERHANGING PEDESTRIAN WALKWAYS AND PARKING SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT TO MEET ACCESSIBILITY STANDARDS. TREES OVERHANGING PUBLIC STREETS, DRIVE AWAYS, AND FIRE LINES SHALL HAVE A 14' MINIMUM CLEAR TRUNK HEIGHT.
- CONTRACTOR TO PROVIDE 18 MONTH WARRANTY AFTER ALL CONSTRUCTION IS COMPLETE.

IRRIGATION NOTES:

- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL PLANTING AREAS. OVER SPRAY ON STREETS AND WALKWAYS IS PROHIBITED.
- IRRIGATION SYSTEMS SHALL BE MAINTAINED AND REPAIRED AS NECESSARY.
- ALL PLANTING AREAS TO BE FULLY IRRIGATED.
- IRRIGATION SYSTEM TO HAVE A FULLY AUTOMATED CONTROL SYSTEM.
- ANY EXISTING PLANTING DAMAGED DURING CONSTRUCTION IS TO BE REPLACED AT NO COST THE OWNER.
- IF THE EXISTING IRRIGATION SYSTEM IS DAMAGED OR TURNED OFF DURING CONSTRUCTION ACTIVITIES, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE WATER ALL PLANT MATERIAL AS NEEDED.

OVERALL SITE PLAN
OF
JEFFERSON AT GRAND PRAIRIE
LOTS 1 AND 2, BLOCK 1
16.50 ACRES
STEPHEN B. MCCOMMAS SURVEY, ABSTRACT NO 888
CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS
SUBMITTED: JUNE 16, 2020
RESUBMITTED: JULY 10, 2020

DEVELOPER: BUREAU OF COMMUNITARIAN LLC
600 EAST LAS COLINAS BLVD.
DALLAS, TEXAS 75248
TEL: 972-491-8000
CONTACT: ERIC J. CLAYTON
CONTACT: T. WELLS DILLON

OWNER: KIMBLEY HORN INVESTMENT LLC
1171 ANACONDA TRAIL
DALLAS, TEXAS 75248
TEL: 972-491-8000
CONTACT: ERIC J. CLAYTON
CONTACT: ANDREW NEAVES

ARCHITECT: KIMBLEY HORN ASSOCIATES
ARCHITECTS, PLLC
2011 DAW LARKIN AVE
SUITE 100
DALLAS, TEXAS 75248
TEL: 972-491-8000
CONTACT: ANDREW NEAVES

LANDSCAPE ARCHITECT: KIMBLEY HORN ASSOCIATES
LANDSCAPE ARCHITECTS, PLLC
2011 DAW LARKIN AVE
SUITE 100
DALLAS, TEXAS 75248
TEL: 972-491-8000
CONTACT: ANDREW NEAVES

Kimbley Horn
ARCHITECTS
13455 INGLE ROAD, SUITE 700, DALLAS, TX 75240
PHONE: 972-491-8000
WWW.KIMBLEY-HORN.COM
TEAS REGISTERED ENGINEERING FIRM F-328

Kimbley Horn
ARCHITECTS
13455 INGLE ROAD, SUITE 700, DALLAS, TX 75240
PHONE: 972-491-8000
WWW.KIMBLEY-HORN.COM

DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: A.B.
DRAWN BY: C.L.S.
CHECKED BY: A.B.

CODE NOTES AND CALCULATIONS

JEFFERSON AT GRAND PRAIRIE
CITY OF GRAND PRAIRIE
DALLAS COUNTY, TEXAS

SHEET NUMBER
L1.00



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Project No. 142014

Drawn By:

ISSUE DATE: 07/10/2020

Revisions:

Jefferson Grand Prairie
Grand Prairie, Texas
JPI

Womack + Hampton
ARCHITECTS, L.L.C.
18108 Lantana Lane, Suite 100
Dallas, Texas 75248
Phone: 214.232.9000
Fax: 214.232.9000



01 CONCEPT ELEVATION RENDERING

NOT TO SCALE

CASE NO. S200103

Sheet Number:

A8.0
CONCEPT ELEVATION



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Project No. **19011**

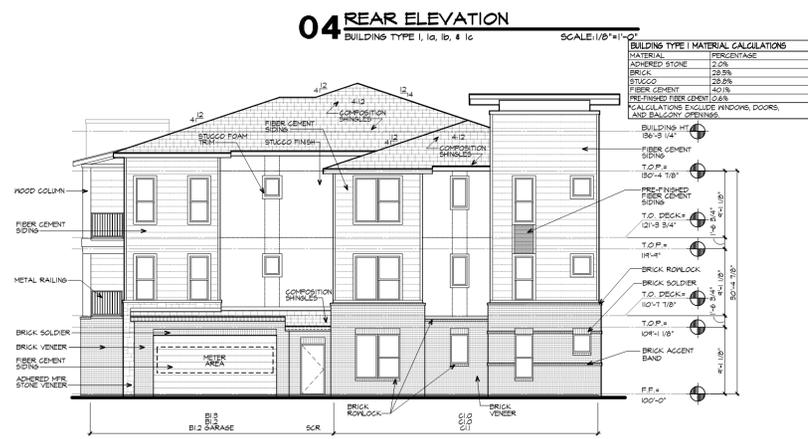
Drawn By: _____

ISSUE DATE: 07/30/2020

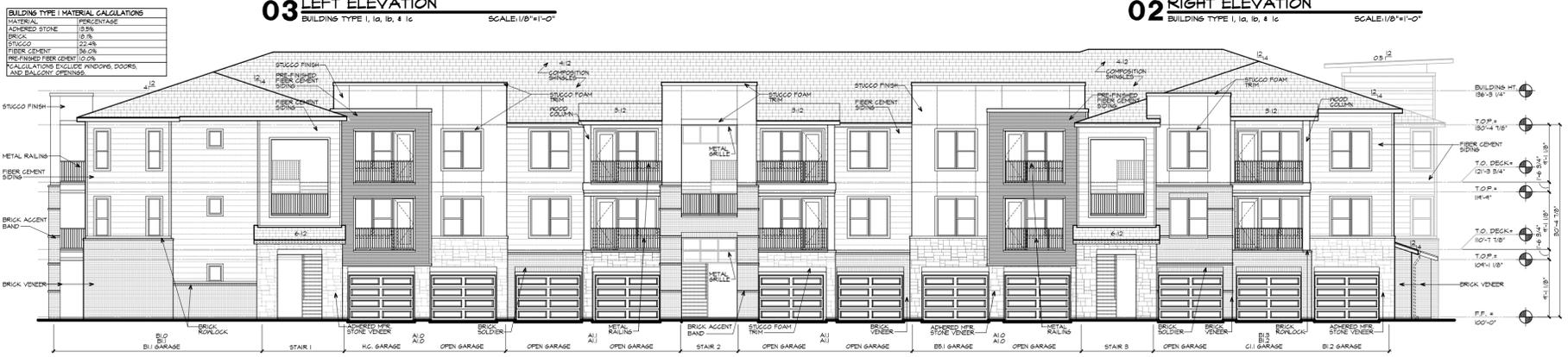
Revision: _____



03 LEFT ELEVATION
BUILDING TYPE 1, 1a, 1b, 4 1c
SCALE: 1/8"=1'-0"



04 REAR ELEVATION
BUILDING TYPE 1, 1a, 1b, 4 1c
SCALE: 1/8"=1'-0"



02 RIGHT ELEVATION
BUILDING TYPE 1, 1a, 1b, 4 1c
SCALE: 1/8"=1'-0"



01 FRONT ELEVATION
BUILDING TYPE 1, 1a, 1b, 4 1c
SCALE: 1/8"=1'-0"

CASE NO. S200703

Jefferson Grand Prairie
Grand Prairie, Texas
JPI

Womack+Hampton
ARCHITECTS, L.L.C.
435 Oak Lane, Suite 200, Dallas, TX 75245
Phone: 214.342.3000
Fax: 214.342.3000



Sheet Number: _____

A1.0
ELEVATIONS
BLDG TYPE 1

PLOT DATE: 7/30/2020 PLOT TIME: 2:12 PM PLOT NAME: \\s\19011\19011_01.dwg User: d\scott\scott\19011\19011.dwg - BLDG ELEVATIONS.dwg



BUILDING TYPE III MATERIAL CALCULATIONS	
MATERIAL	PERCENTAGE
ADHERED STONE	13.4%
BRICK	50.3%
STUCCO	19.6%
FIBER CEMENT	23.0%
PRE-FINISHED FIBER CEMENT	3.7%

*CALCULATIONS EXCLUDE WINDOWS, DOORS, AND BALCONY OPENINGS.
 BUILDING HT. 36'-1 1/2"
 T.O.P. = 30'-4 1/8"
 PRE-FINISHED SIDING 12'-8 3/4"
 T.O. DECK = 10'-1 1/8"
 T.O.P. = 10'-4"
 BRICK ROWLOCK 10'-1 1/8"
 T.O. DECK = 10'-1 1/8"
 T.O.P. = 10'-1 1/8"
 BRICK ACCENT BAND 10'-1 1/8"
 BRICK VENEER 10'-1 1/8"
 F.F. = 100'-0"

04 REAR ELEVATION
BUILDING TYPE III, # 111a SCALE: 1/8"=1'-0"



BUILDING TYPE III MATERIAL CALCULATIONS	
MATERIAL	PERCENTAGE
ADHERED STONE	0%
BRICK	50.3%
STUCCO	19.6%
FIBER CEMENT	44.3%
PRE-FINISHED FIBER CEMENT	2.0%

*CALCULATIONS EXCLUDE WINDOWS, DOORS, AND BALCONY OPENINGS.
 BUILDING HT. 36'-1 1/2"
 T.O.P. = 30'-4 1/8"
 PRE-FINISHED SIDING 12'-8 3/4"
 T.O. DECK = 10'-1 1/8"
 T.O.P. = 10'-4"
 BRICK ROWLOCK 10'-1 1/8"
 T.O. DECK = 10'-1 1/8"
 T.O.P. = 10'-1 1/8"
 BRICK ACCENT BAND 10'-1 1/8"
 BRICK VENEER 10'-1 1/8"
 F.F. = 100'-0"

03 LEFT ELEVATION
BUILDING TYPE III, # 111a SCALE: 1/8"=1'-0"



BUILDING TYPE III MATERIAL CALCULATIONS	
MATERIAL	PERCENTAGE
ADHERED STONE	13.4%
BRICK	50.3%
STUCCO	19.6%
FIBER CEMENT	19.3%
PRE-FINISHED FIBER CEMENT	12.3%

*CALCULATIONS EXCLUDE WINDOWS, DOORS, AND BALCONY OPENINGS.
 BUILDING HT. 36'-1 1/2"
 T.O.P. = 30'-4 1/8"
 PRE-FINISHED SIDING 12'-8 3/4"
 T.O. DECK = 10'-1 1/8"
 T.O.P. = 10'-4"
 BRICK ROWLOCK 10'-1 1/8"
 T.O. DECK = 10'-1 1/8"
 T.O.P. = 10'-1 1/8"
 BRICK ACCENT BAND 10'-1 1/8"
 BRICK VENEER 10'-1 1/8"
 F.F. = 100'-0"

02 RIGHT ELEVATION
BUILDING TYPE III, # 111a SCALE: 1/8"=1'-0"



BUILDING TYPE III MATERIAL CALCULATIONS	
MATERIAL	PERCENTAGE
ADHERED STONE	4.7%
BRICK	51.0%
STUCCO	12.3%
FIBER CEMENT	46.8%
PRE-FINISHED FIBER CEMENT	4.8%

*CALCULATIONS EXCLUDE WINDOWS, DOORS, AND BALCONY OPENINGS.
 BUILDING HT. 36'-1 1/2"
 T.O.P. = 30'-4 1/8"
 PRE-FINISHED SIDING 12'-8 3/4"
 T.O. DECK = 10'-1 1/8"
 T.O.P. = 10'-4"
 BRICK ROWLOCK 10'-1 1/8"
 T.O. DECK = 10'-1 1/8"
 T.O.P. = 10'-1 1/8"
 BRICK ACCENT BAND 10'-1 1/8"
 BRICK VENEER 10'-1 1/8"
 F.F. = 100'-0"

01 FRONT ELEVATION
BUILDING TYPE III, # 111a SCALE: 1/8"=1'-0"

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Project No. (M)14
Drawn By: (M)14
ISSUE DATE: 07/10/2020
Revisions:

Jefferson Grand Prairie
Grand Prairie, Texas
JPI

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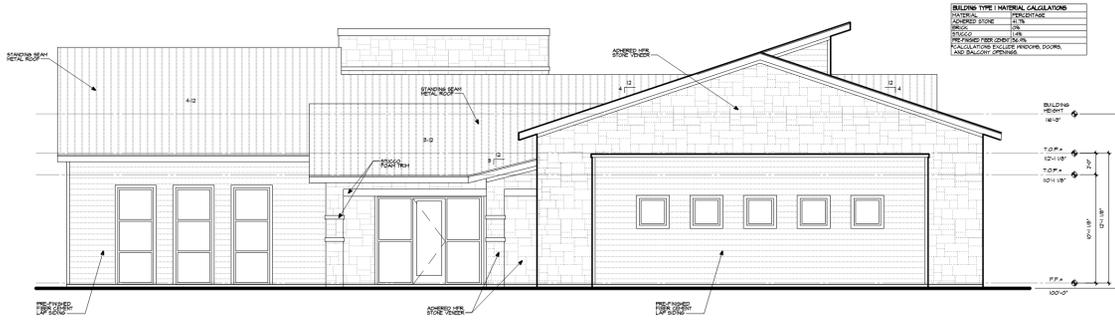


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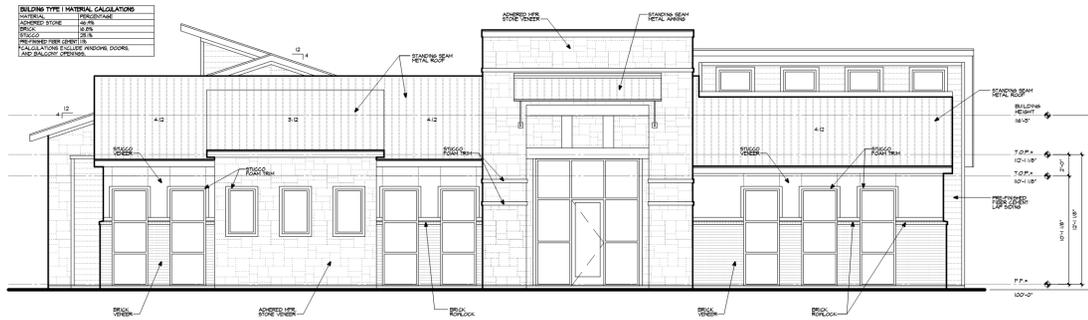
A3.0
ELEVATIONS
BLDG TYPE III

CASE NO. 5200703

PLOT TIME: 2:25 PM PWT/NAME: H. VANDERKAM, JR. Grand Prairie\Projects\1500148200 - BLDG III ELEVATIONS.dwg PLOT DATE: 7/9/2020



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



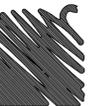
01 FRONT ELEVATION SCALE: 3/8" = 1'-0"

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Project No. 182018
Drawn By:
ISSUE DATE: 07/02/2020
Revisions:

Jefferson Grand Prairie, Texas
JPI

Womack + Hampton ARCHITECTS, L.L.C.
435 Oak Lawn Ave., Suite 500 Dallas, Texas 75209 Phone: 214 252-9000 Fax: 214 252-9050



Sheet Number: **A5.0**
ELEVATIONS LEASING

CASE NO. S200703



**REGULAR PLANNING AND ZONING COMMISSION
MEETING MINUTES
JULY 27, 2020**

COMMISSIONERS PRESENT: Chairperson Josh Spare, Vice-Chairperson Shawn Connor, Secretary Max Coleman, and Commissioners, Cheryl Smith, Julia Perez, Bill Moser, Eric Hedin, Warren Landrum, Clayton Fisher.

COMMISSIONERS ABSENT: None

CITY STAFF PRESENT: Deputy City Manager Bill Crolley, Bill Hills, Savannah Ware, Chief City Planner, Charles Lee, Senior Planner, Mark Dempsey, Deputy City Attorney, Brett Huntsman, Transportation Planner, Monica Espinoza, Executive Assistant.

Chairperson Josh Spare called the meeting to order by Video Conference at 6:42 p.m. and Commissioner Moser gave the invocation, and Commissioner Hedin led the pledge of allegiance to the US Flag, and the Texas Flag.

Citizen Comments: None

AGENDA ITEM: #1 - APPROVAL OF MINUTES: To approve the minutes of the Planning and Zoning Commission meeting of July 13, 2020.

CONSENT PUBLIC HEARING AGENDA Item #2- P200705 - Preliminary Plat - Jefferson at Grand Prairie, Lots 1 and 2, Block 1 (City Council District 6). Preliminary Plat creating one commercial lot and one residential lot on 19.74 acres. Tract 17, Stephen B McCommas Survey, Abstract No. 888, City of Grand Prairie, Dallas County, Texas, zoned PD-400, within the I-20 Corridor Overlay District, generally located south of I-20 on the west side of Vineyard Rd, and addressed as 1225 W Interstate 20. Applicant: Holly Williams, Kimley-Horn & Associates and Property Owner: Eric Clayton, JLH Inc Loop 9 Joint Venture.

Item #3 – P200706- Vacating Plat - Cambridge Hills Addition (City Council District 5). Vacating Plat for Cambridge Hills Addition. Tracts 3.1, 3.4, 3.6 P H Ford Survey, Abstract No. 1711, Tracts 4.1, 4.2, 4.7, and 4.9, Joseph C Reed Survey, Abstract No. 1729, City of Grand Prairie, Dallas County, Texas, zoned PD-108, PD-196, SF-4, and GR, within the SH-161 Corridor Overlay District, and generally located west of SH-161 on the south side of January Ln.

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Agent: Brian Moore, GFF, Applicant: Hamilton Peck, Hamilton Commercial LLC, and Property Owner: Bob Brueggemeyer, Various Opportunities.

Item #4- RP200701 - Replat - Dalworth Hills Addition Revised, Lot 24-R, Block 3 (City Council District 1). Replat of Lot 24-R , Block 3, Dalworth Park Addition, establishing one industrial lot on 0.763 acres. Adjoining Lots 19, 21, 22, 23 and 24 Block 3, Dalworth Park Addition, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial, generally located northeast of N.W. Dallas Street, and N.W. 25th Street, addressed as 2470 N.W. Dallas Street. Agent: Tony Shotwell and Property Owner: Robby Boydston, Combicut, Inc.

PUBLIC HEARING TABLE ITEM #5 - Z200701/CP200701 - Zoning Change/Concept Plan - January Hill (City Council District 5).

Vice Chairperson Connor moved to approve the minutes, cases P200705, P200706, RP200701 and table case Z200701/CP200701.

Motion: Connor

Second: Moser

Ayes: Connor, Moser, Landrum, Fisher, Smith, Coleman, Perez, Hedin, Spare

Nays: None

Approved: 9-0

Motion: **carried.**

ITEM FOR INDIVIDUAL CONSIDERATION: Item # 6 S200703 - Site Plan - Jefferson at Grand Prairie (City Council District 6). Site Plan for a multi-family development with 23.03 dwelling units per acre on 16.5 acres. Tract 17, Stephen B McCommas Survey, Abstract No. 888, City of Grand Prairie, Dallas County, Texas, zoned PD-400, within the I-20 Corridor Overlay District, generally located south of I-20 on the west side of Vineyard Rd, and addressed as 1225 W Interstate 20. Applicant: Holly Williams, Kimley-Horn & Associates and Property Owner: Eric Clayton, JLH Inc Loop 9 Joint Venture.

Ms. Ware gave a presentation stated the applicant intends to develop 16.5 acres for multi-family use. The Site Plan includes 380 multi-family units in 14 residential buildings and one leasing/clubhouse building. The property includes a linear open space amenity that will connect to a trail system that will be designed around an existing pond. Trail amenities include seating, pet

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stations, and plaza gathering spaces. Other amenities include an outdoor kitchen with seating, a grill, and shade structure, a rectangular pool with a sun shelf feature, private yards for ground floor residents, and a fitness center in the leasing building. A drive off of the I-20 frontage road will provide access to both the future commercial and proposed multi-family developments. The applicant is proposing to use an existing drive off of Lake Ridge Pkwy to provide access to the multi-family. This drive is located between the Quick Trip convenience store and Staybridge Hotel (currently under construction). The drive is located on hotel property. The applicant has obtained written permission from the property owner to make improvements and extend the existing access easement to the property line.

The applicant requested three variances and two of them directly related to the design incentives we have from the Appendix W.

1. Maximum Percentage of One-Bedroom Units – the proposal includes 63% one-bedroom units when a maximum of 60% is allowed.
2. Garage Parking Spaces – the proposal includes 19.8% garages when 30% garages are required.
3. Covered Parking Spaces – the proposal includes 10% covered parking spaces when 20% is required.

The Development Review Committee (DRC) recommends approval of the proposal as requested with the condition that the buildings are constructed with the materials and design shown on the building elevations.

Chairperson Josh Spare asked how many guest lots they have on the property. Ms. Ware stated they are required to have 10% of the total which comes out to 58 spots.

Chairperson Spare asked if the city noticed any historical problems with only 10% and people parking on the street and in neighborhoods. Ms. Ware stated it depends from project to project but they are meeting the required spaces.

Chairperson Spare asked is Vineyard currently marked with no parking signs and is it something that can be done. Ms. Ware replied it is currently not marked as no parking but it is definitely something that can be done.

Bill Crolley stated they've had a couple of things on different complexes around the city and the ones he is familiar with stated they do not want to pay for a garage or carport and has lead them to change the requirement to 10%. They will continue to monitor if 10% isn't enough they will look into adding no parking signs or maybe look into increasing more guest spaces.

Commissioner Moser stated from personal experience when he offers garages/carports he usually charges \$50-\$100 more for a carport and \$100-\$200 more for a garage. On average 75% of the time people opt out for the lower end and not have covered parking.

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Commissioner Smith asked if the design was three stories because before they had the concern if tenants that high could look into the property surrounding the complex. Ms. Ware stated when the zoning came through the applicant included some exhibits that showed the distance with an existing tree line along Vineyard and which would also include a masonry wall.

Commissioner Perez asked how high the masonry wall will be. Ms. Ware stated it was originally 6ft tall but up it to 8ft tall due to adjacent neighbors concerns.

Applicant Miller Sylvan with JPI Inc., 600 E Los Colinas Blvd. Irving, TX. 75039 stated before they start any design of any project, they do a lot of market research and all of their site plans are bedded internally by onsite property management to help drive the design. They have built over 350 communities in the last 30 years, over 100,000 apartment homes and they try to learn from each one and make sure they are responding from what they learn. These variances have been a part of this site plan from the beginning and have driven the design in terms of how many garages and carports they have on site. Staff has made it very clear they need to meet certain thresholds of quality for those to be considered. Parking standard as a company is 1 space per bedroom and a quarter space per unit per guest which makes the parking ratio 1.75 per unit and the city code requires 1.52. They are providing 87 spaces more than what is required based on their internal data. For covered parking they look at supply and demand for the right ratio. 30% of the units will have a private garage and 15% of the units will have access to carports which in terms equals to 45% having some kind of covered parking option. He also stated if you have too many garages, tenants end up not using them or end up using them as storage. He continues to say he doesn't want for this to be misconstrued as a deviation from quality and he hopes to have shown they are going above and beyond in a lot of the areas and asks for the variances to be granted.

Applicant David Martin 2728 N Harwood St. stated these variances were included in the zoning request and council asked they review at the site plan stage. He went on to state they are exceeding Appendix W requirements by meeting all three of the categories and also exceeding code requirements on open space, landscape, trees and screening. He ended by stated he respectfully asks the commissioners to approve these variances.

There being no further discussion on the case commissioner Moser moved to close the public hearing and approve case S200703as recommended by staff.

The action and vote recorded as follows:

Motion: Moser

Second: Perez

Ayes: Connor, Moser, Landrum, Fisher, Smith, Coleman, Perez, Hedin, Spare

Nays: None

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Approved: 9-0

Motion: carried.

Commissioner Moser moved to adjourn the meeting. The meeting adjourned at 7:12 p.m.

Joshua Spare, Chairperson

ATTEST:

Max Coleman, Secretary

An audio recording of this meeting is available on request at 972-237-8255.



Legislation Details (With Text)

File #: 20-10238 **Version:** 1 **Name:** Public Hearing and Resolution for FY 2021 Transit Grant Application for "The Grand Connection"

Type: Resolution **Status:** Items for Individual Consideration

File created: 8/4/2020 **In control:** Engineering

On agenda: 8/18/2020 **Final action:**

Title: Public hearing regarding the FY 2021 Transit Grant Application for "The Grand Connection" and adoption of a Resolution authorizing the City Manager to submit a Fiscal Year 2021 grant application to the Federal Transit Administration (FTA) in the amount of \$355,000 for capital expenses, \$262,000 for operating expenses, and \$32,950 in Transportation Development Credits; and to the Texas Department of Transportation (TXDOT) for \$170,584. The City will provide a matching requirement of \$382,993 from its General Fund, and the balance of \$24,500 will be funded by Dallas County (\$20,000) and rider fares (\$4,500). The total budget to operate the Grand Connection for Fiscal Year 2021 is \$1,228,027.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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From

Tony Flowers

Title

Public hearing regarding the FY 2021 Transit Grant Application for "The Grand Connection" and adoption of a Resolution authorizing the City Manager to submit a Fiscal Year 2021 grant application to the Federal Transit Administration (FTA) in the amount of \$355,000 for capital expenses, \$262,000 for operating expenses, and \$32,950 in Transportation Development Credits; and to the Texas Department of Transportation (TXDOT) for \$170,584. The City will provide a matching requirement of \$382,993 from its General Fund, and the balance of \$24,500 will be funded by Dallas County (\$20,000) and rider fares (\$4,500). The total budget to operate the Grand Connection for Fiscal Year 2021 is \$1,228,027.

Presenter

Walter Shumac, Director of Transportation Services

Recommended Action

Approve

Analysis

The senior and physically challenged para-transit program began in 1988 with the purchase of one (1) van. Since that time, the program has grown to over 59,200 trips annually with an active fleet of Twelve (12) transit buses. The Transit Division of the Transportation Services Department operates various types of programs for these citizens. These programs include:

NO CHARGE TRIPS

- Nutrition Trip Program--Provides transportation to Dallas County Health and Human Services Nutrition Program at 2975 Esplanade Grand Prairie, Texas
- Medical/Dental Trip Program--Provides transportation to medical/dental appointments.
- Dialysis treatments - Grand Prairie Dialysis, Tarrant Dialysis (GP), Fresenius GP Dialysis and DaVita Dialysis Grand Prairie (Clinics)
- Parkland Hospital - Conover Dr. Grand Prairie and Harry Hines, Dallas (Clinics)
- Arlington Hospital- Arlington Memorial Hospital (Clinics)
- Provide transportation to the S. Westmoreland/Illinois DART light rail station on a daily/weekly basis for Clients that have appointments at the Veterans Hospital (VA) in Dallas.
- Provide Tips to the Trinity Railway Express (TRE) for Clients that have appointments in Ft. Worth or Dallas.

FARE TRIPS (\$1.00 EACH WAY)

- Grocery Trip Program-Provide group transportation to the grocery store on a weekly basis.
- School Program--Provides transportation to local colleges such as TCCC.
- Provides Trips to work, only in Grand Prairie.

Financial Consideration

The following is a breakdown of the funding sources used to operate The Grand Connection.

	Total	Percent	Capital	Planning	Operating
FTA (5310)	\$262,000	21%			\$ 262,000
FTA (5307)	\$ 355,000	28%	\$355,00		Purchase Replacement Vehicles/Preventive Maintenance
FTA/ TDC	\$ 32,950	.03%			\$ 32,950
TXDOT	\$ 170,584	14%			\$ 170,584
CITY	\$ 382,993	31%			\$ 387,493
Dallas County Nutrition	\$20,000	.02%			\$ 20,000
Fare Revenue	\$4,500	.01%			\$ 4,500
Project Cost	\$ 1,228,027	100%	\$355,000		\$ 873,027
*\$3,852,375	\$ 3,852,375	100%	\$3,852,375		

The City’s Contribution to The Grand Connection for FY 2021 is \$382,993. The FTA is allowing the City of Grand Prairie to use toll credits for expenditures. No capital match is needed. The City’s Contribution for FY 2021 decreased by \$21,058 from 2020 because of the decreases in fuel costs. We have secured a grant from the FTA in the amount of \$262,000 for operating costs (from the 5310 programs), and \$355,000 for capital costs (under the 5307 program). In addition, TXDOT has provided a grant in the amount of \$170, 584.

The Grand Connection is asking for \$387,493 for FY2021 from the City’s General Fund. In fiscal year 2021 we will be replacing four older vehicles in our fleet that are beyond their economic life (Capital Replacement Vehicles). By passing this resolution, the City Council authorizes the City Manager to submit the necessary grant applications for FTA and TXDOT funding.

*On Friday, March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. The CARES Act provides emergency assistance and health care response for

individuals, families and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic.

Federal Transit Administration (FTA) is allocating \$25 billion to recipients of urbanized area and rural area formula funds, with \$22.7 billion to large and small urban areas and \$2.2 billion to rural areas. Funding will be provided at a 100% federal share, with no local match required, and will be available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.

Operating expenses incurred beginning on January 20, 2020 for all rural and urban recipients, even those in large urban areas, are also eligible, including operating expenses to maintain transit services as well as paying for administrative leave for transit personnel due to reduced operations during an emergency.

The City of Grand Prairie Transit was allocated \$3,852,325 for COVID-19 related reimbursements at a 100%.

Body

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT GRANT APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION AND THE TEXAS DEPARTMENT OF TRANSPORTATION TO CONTINUE OPERATION OF THE GRAND CONNECTION TRANSIT PROGRAM FOR FISCAL YEAR 2021 TO ASSIST QUALIFIED ELDERLY AND DISABLED RESIDENTS OF GRAND PRAIRIE WITH THEIR TRANSPORTATION NEEDS; APPROVING THE APPROPRIATION OF MATCHING FUNDS IN THE AMOUNT OF \$382,993; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects; and

WHEREAS, grants of financial assistance impose certain obligations upon the applicant, including local funding of a share of the project's costs; and

WHEREAS, the U.S. Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended, requires the applicant to give assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that minority business be utilized to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that minority business shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services; and

WHEREAS, the total budget to operate The Grand Connection for fiscal year 2021 is \$1,228,027; and

WHEREAS, to ensure continued funding to operate "*The Grand Connection*," the Transportation Services Department seeks authorization to submit grant applications to the Federal Transit Administration in the amount of \$355,000 for capital expenses, \$262,000 for operating expenses, and \$32,950 in transportation development credits, and to the Texas Department of Transportation in the amount of \$170,584.

WHEREAS, the City will provide matching funds of \$382,993 from the City's General Fund, and \$24,500 will be provided through funding from Dallas County (\$20,000) and rider fares (\$4,500);

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 in the amount of \$355,000 for capital expenses, \$262,000 for operating expenses, and \$32,950 in transportation development credits, and with the Texas Department of Transportation in the amount of 170,584, to aid in financing the operation of The Grand Connection Transit Program pursuant 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 grant applications 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, the City Manager is authorized to execute grant contract agreements on behalf of the City of Grand Prairie with the U.S. Department of Transportation for aid in the financing of the operating assistance projects.

Section 5. That, monies shall be appropriated from Grand Prairie's FY 2021 budget in the amount of \$382,993 to fund the City's share of the funding match, and \$24,500 will be provided through funding from Dallas County (\$20,000) and rider fares (\$4,500).

Section 6. 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,
AUGUST 18TH, 2020.**