City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Meeting Agenda

Finance and Government Committee

Tuesday, September 1, 2020 | **2:30 PM** | **Council Briefing Room**

Call to Order

Staff Presentations

1 20-10304 Employee Insurance Fund Monthly Review - Presented by Lisa Norris, Human Resources Director

Attachments: Ins Fund through July 2020.pdf

2 20-10332 Crime Control and Prevention District Sales Tax Election Public Education Plan - Presented by Amy Sprinkles, Marketing, Communications and Libraries Director

3 20-10322 Discuss Professional Service Agreement with the Texas Coalition for Affordable Power and a Commercial Electric Service Agreement with Gexa Energy

Consent Agenda

Citizens may speak for up to five minutes on any item on the agenda by completing and submitting a speaker card.

4 20-10318 Minutes of the August 4, 2020, Finance and Government Committee Meeting

Attachments: Minutes 08-04-20.docx

5 20-10140 Ratify and approve previous equipment purchase from Itron, Inc. in the amount of $150,000; award a new agreement to Itron, Inc., a sole source provider, for ongoing annual maintenance to the Automated Metering Infrastructure (AMI) System, and the purchase of AMI modules and meter reading equipment; this new agreement will be for 15 months in the amount of $509,151.22, with the option to renew for four additional one-year periods, with a 5% annual increase on the maintenance, totaling $2,346,620.99 if all extensions are exercised; authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to $50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Attachments: WO 620.99.xlsx
20040 - CC Exhibit - AMI Annual Maintenance & Equipment.xlsx
361010-68280.doc
20040 - Itron Contract Exhibit A.PDF

6 20-10232 Purchase agreement with Unique Digital Technology, Inc. for DellEMC VxRail P570f- 5 Node hyper converged infrastructure computer system for the City Hall data center in the amount of $383,336.35 through a state interlocal agreement with DIR

Attachments: 20-10232 IT

7 20-10294 Purchase Agreement with Lantana Communications for Telecom Equipment, to include upgrades, installation services, training, and one year of support of the Avaya CMS Call Management System for Water Revenue Agent call center, and other City Departments in the amount of $100,673.90, through a state interlocal agreement with DIR

Attachments: 20-10294 IT

8 20-10253 Purchase Agreement with SHI Government Solutions Inc. for 1300 Microsoft Windows Server 2019 Client Access Licenses, 110 Microsoft Windows Server 2019 Datacenter Licenses, and 216 Microsoft Windows Server 2019 Standard Licenses in the amount of $106,740.90 through a state interlocal agreement with DIR

Attachments: FY20 Microsoft Windows Server Capital Budget Summary
20-102253 IT

9 20-10296 Professional Engineering Contract with Freese and Nichols, Inc. for the South Sector and Robinson Road Pump Station Resident Project Representative in the total amount of $390,176

Attachments: South Sector and Robinson Road Pump Stations RPR Proposal.pdf
WO 618.105.xlsx
WO 618.113.xlsx

10 20-10300 Agreement with GolfNow, LLC for credit card processing and merchant services for an estimated annual amount of $37,313 for one year with the option to renew for nine additional one-year periods totaling approximately $373,130 if all extensions are exercised

Attachments: 20-10300 - GolfNow Agreement Prairie Lakes Golf.doc

11 20-10305 Agreement for Solid Waste and Recycling Hauling Cost of Service Study from NewGen Strategies & Solutions in the amount of $72,500 through a national interlocal agreement with HGAC

Attachments: SW CoS Study Expenditure Form.docx

12 20-10310 Purchase and installation of U.S. Digital Design Fire Alerting System for new Fire Station 3 from DFW Communications, Inc. DBA Crosspoint Communications in the amount of $52,255.56 through a national interlocal agreement with BuyBoard

Attachments: WO 618.04.xlsx

13 20-10312

Professional Contract with Priority Group, Inc. for engineering services for Texas Department of Transportation (TxDOT) coordination on City Projects with the combined costs not to exceed $35,000; the contract will be for one year with the option to renew for four additional one-year periods, not to exceed $175,000.00 cumulatively if all extensions are exercised and authorize the Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to $50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Attachments: PGI HUB Certificate (7-28-20 to 7-28-24).pdf

Priority Group DBE Certificate 2020.pdf

14 20-10313

Purchase of one (1) new Kenworth T440 6x4 truck ($133,389.82) with dump body, and one (1) new Kenworth T270 truck ($93,407.50) with dump body from Texas Kenworth Co dba MHC Kenworth-Dallas, respectively for a combined total of $226,797.32 through national interlocal agreements with BuyBoard and Sourcewell

Attachments: 361211 68320.doc

15 20-10241

Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction design-build contract with The Nay Company for the construction of Water Utilities Metal Fabrication Shop in the amount of $1,120,715, plus a 5% contingency amount of $56,036, for a total project cost of $1,176,751

Attachments: 620.92.xlsx

20142 - Evaluation Workbook.pdf

16 20-10301

Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction contract with La Banda, LLC for Dickey Road Storm Drain Improvements West of S.W. 3rd Street in the total amount of $2,139,761; material testing with Team Consultants in the amount of $53,494; in-house engineering in the amount of $106,988; and 5% construction contract contingency in the amount of $106,988 for a total project cost of $2,407,231

Attachments: 4226-19.063_2020-08-19_Letter of Recommendation.pdf

WO 619.64.xlsx

WO 619.175 WTER.xlsx

WO 619.176 WWST.xlsx

Items for Individual Consideration

17 20-10237

First reading of an ordinance modifying the solid waste collection franchise agreement with Republic Waste Services of Texas Ltd., dba Republic Services of Arlington to include a $0.22 rate increase to residential service, per household, per month, and an increase to industrial charges limited to increasing the roll-off and packer delivery fee to $71.00, increasing the roll-off and packer haul rate to $154.50, and increasing the roll-off and packer disposal rate to $37.65

18 20-10306 First reading of an ordinance of the City of Grand Prairie, Texas, amending Chapter 26, Utilities and Services," of the Code of Ordinance of the City of Grand Prairie, Texas by amendment of Article VI, "Garbage Collection and Disposal," Sections 26-113 Residential Fees, 26-115 Commercial Fees, and 26-117 Hauling By Individual; permit; making this amendment cumulative; repealing all ordinances in conflict herewith; providing a savings clause, severability clause, and a penalty clause; and providing for an effective, after publication, of October 1, 2020

19 20-10295 Ordinance approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2020 Rate Review Mechanism filing

Attachments: Exhibits A, B, C

Attachments to Analysis Report

20 20-10309 Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction Contract with Scott Dennett Construction, LC in the amount of $277,409.62 for HVAC upgrades associated with The Warehouse event space located in The Epic along with a 5% construction contingency of $13,870.38 for a total funding request of $291,280

Attachments: 20-10309 The EPIC Warehouse

21 20-10308 Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction Contract with Scott Dennett Construction, LC in the amount of $268,822.60 for expansion of the existing parking at Warmack Library through a national interlocal agreement with TIPS; a 5% construction contingency of $13,440.40 and a third-party construction testing allowance of $6,000.00 for a total funding request of $288,263

Attachments: WO 620.20.xlsx

Executive Session

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

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

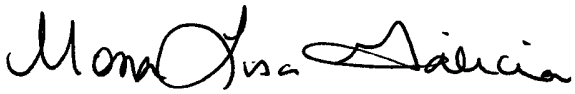
Citizen Comments

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

Adjournment

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the Finance & Government Committee meeting agenda was prepared and posted August 28, 2020.



Mona Lisa Galicia, Deputy 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 #:	20-10304	**Version:**	1	**Name:**	Employee Insurance Fund Monthly Review
Type:	Presentation			**Status:**	Agenda Ready - Committee
File created:	8/20/2020			**In control:**	Finance and Government Committee
On agenda:	9/1/2020			**Final action:**	
Title:	Employee Insurance Fund Monthly Review - Presented by Lisa Norris, Human Resources Director				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ins Fund through July 2020.pdf				

Date	Ver.	Action By	Action	Result

From
Lisa Norris, Human Resources Director

Title
Employee Insurance Fund Monthly Review - Presented by Lisa Norris, Human Resources Director

Presenter
Lisa Norris, Human Resources Director

Recommended Action
Review Only

Analysis
This analysis covers the experience in the Employee Insurance Fund through July 2020:

Employee Insurance Fund (Attachment 1):

The insurance fund is complete through July 2020 and continues to run well. Revenues are projected to hit about 89% of the budgeted amount due to the planned withholding of both August and September City contributions (row 2 and 3) for Actives and Retirees. On expenses, active claims (column 11, row 28) and retiree claims (column 11, row 29) reached $12 million and $1.8 million respectively through July and continue to run beneath budget, even using the worst case projection. The Operating Balance (column 18, row 37) continues to project a year-end positive balance at $969,463 with the Ending Resource balance expected to land at $5.7 million. All-in-all, we are running well and consistently as we near the end of the fiscal year.

Financial Consideration
The current budget is approved and no financial consideration is necessary at this time until additional claims data based on future months can be reviewed.

EMPLOYEE INSURANCE FUND (FUND 213010)

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
		2019/20 MOD BGT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	2019/20 CUM	FY Monthly Avg	Running 12-Mo. Avg	1ST QTR AVG	2ND QTR AVG	3RD QTR AVG	RUNNING PROJ 2019/2020	% PROJ/ MOD BGT
1	BEGINNING RESOURCES	**5,843,425**											**5,843,425**						**5,843,425**	
	REVENUES:																			
2	Employer Contr- Actives	13,693,800	1,142,400	1,142,400	1,142,400	1,142,400	1,142,400	1,142,400	1,142,400	1,142,400	1,142,400	1,142,400	11,424,000	1,142,400		1,142,400	1,142,400	1,142,400	11,424,000	83.4%
3	Employer Contr-Retirees	3,977,766	331,481	331,481	331,481	331,481	331,481	331,481	331,481	331,481	331,481	331,481	3,314,805	331,481		331,481	331,481	331,481	3,314,805	83.3%
4	Employee Contrib	3,200,000	267,135	267,418	266,533	270,180	266,495	269,470	270,663	271,653	270,173	270,435	2,690,153	269,015		267,028	268,715	270,829	3,231,811	101.0%
5	Dental PPO Contrib	794,787	68,933	68,041	69,339	71,302	72,368	72,634	72,266	72,173	72,017	72,210	711,283	71,128		68,771	72,101	72,152	855,587	107.6%
6	Retiree Contributions	700,000	67,339	44,502	63,367	66,059	84,454	61,770	61,632	64,388	60,187	67,036	640,734	64,073		58,403	70,761	62,069	764,872	109.3%
7	Employee Life Contrib	401,703	33,487	37,836	33,277	34,943	36,252	36,340	36,200	36,107	36,118	36,112	356,671	35,667		34,867	35,845	36,141	428,954	106.8%
8	Vision Contrib	135,000	11,379	11,286	11,487	11,571	11,567	11,885	11,784	11,803	11,711	11,856	116,329	11,633		11,384	11,674	11,766	139,861	103.6%
9	DHMO Dental Contrib	46,945	4,404	4,346	4,427	4,245	4,129	4,199	4,314	4,362	4,369	4,352	43,147	4,315		4,392	4,191	4,348	51,843	110.4%
10	QCD Dental	1,132	116	22,140	124	156	(21,928)	120	120	120	120	120	1,208	121		7,460	(7,217)	120	1,448	127.9%
11	Retiree Drug Subsidy	0	0	0	0	0	0	0	29,178		0		29,178	2,918		0	0	9,726	29,178	
12	Rx Rebates	0	0	34,860	0	0	32,012	0	0	38,019	0		104,890	10,489		11,620	10,671	12,673	104,890	
13	Miscellaneous	0	0	0	4,310	0	0	2,371	0		0		6,681	668		1,437	790	0	6,681	
14	TOTAL REVENUES	**22,951,133**	**1,926,673**	**1,964,309**	**1,926,745**	**1,932,336**	**1,959,229**	**1,932,669**	**1,960,035**	**1,972,505**	**1,928,575**	**1,936,002**	**19,439,078**	**1,943,908**		**1,939,242**	**1,941,411**	**1,953,705**	**20,353,929**	**88.7%**
15	Reserve for Encumbrance																			
16	Reserve for Contingency	4,000,000											4,000,000						4,000,000	
17	Reserves for Future Claims	2,140,611											2,140,611						2,140,611	
18	TOTAL RESOURCES	**34,935,169**	**1,926,673**	**1,964,309**	**1,926,745**	**1,932,336**	**1,959,229**	**1,932,669**	**1,960,035**	**1,972,505**	**1,928,575**	**1,936,002**	**31,423,114**						**32,337,965**	
	EXPENDITURES:																			
19	Personnel Costs	219,649	9,754	10,711	10,800	14,139	13,627	15,287	17,167	17,011	17,287	22,368	148,151	14,815		10,422	14,351	17,155	219,649	100.0%
20	Supplies	4,596	0	0	331	0	0	0	0	0	0	0	331	33		110	0	0	1,000	21.8%
21	Other Services & Charges	71,457	9,200	6,054	2,204	21,507	8,454	7,694	(14,832)	6,900	6,879	3,369	57,430	5,743		5,819	12,552	772	71,457	100.0%
22	Admin/Utilization Fees	473,372	24,261	36,915	40,112	210,382	2,370	42,029	14,799	7,505	16,102	4,366	398,840	39,884		33,763	84,927	12,802	424,443	89.7%
23	Wellness Program	95,000	11,840	4,316	7,053	5,751	8,342	(7,276)	2,449	2,027	2,027	3,302	39,831	3,983		7,736	2,272	2,168	65,000	68.4%
24	H S A Contributions	125,000	740	0	0	71,500	500	0	0	0	0	0	72,740	7,274		N/A	24,000	0	75,000	60.0%
25	Actuarial Study	5,500	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	5,500	100.0%
26	Life Premiums	525,968	42,378	42,442	42,241	43,795	50,365	45,105	60,200	45,140	45,068	45,096	461,830	46,183		42,354	46,421	50,136	562,103	106.9%
27	Dental PPO Admin Fees	806,575	68,187	66,906	72,968	70,156	72,178	72,178	72,996	71,863	71,863	70,767	710,062	71,006		69,353	71,504	72,241	854,543	105.9%
28	Employee Claims & Rx	15,742,277	1,358,341	1,432,241	1,679,914	1,355,230	547,962	673,717	1,071,732	1,296,509	1,398,547	1,251,148	12,065,341	1,206,534	1,192,182	1,490,165	858,970	1,255,596	14,478,409	92.0%
29	Retiree Claims & Rx	3,183,058	271,676	224,775	187,385	180,716	116,155	140,127	150,822	186,139	174,530	209,500	1,841,823	184,182	183,530	227,945	145,666	170,497	2,208,883	69.4%
30	DHMO Dental Premium	46,945	4,877	4,922	4,707	4,710	4,736	4,736	4,711	4,863	4,863	4,890	48,015	4,801		4,836	4,728	4,812	57,639	122.8%
31	QCD Dental Premium	1,132	0	116	116	144	144	144	144	120	120	120	1,168	117		77	144	128	1,424	125.8%
32	Vision Premiums	135,000	0	11,609	11,361	12,073	12,072	12,250	12,261	12,251	11,469	12,252	107,599	10,760		7,657	12,132	11,994	131,587	97.5%
33	EAP Services	23,712	1,862	1,862	1,856	1,835	1,836	1,856	1,867	1,870	1,860	1,879	18,583	1,858		1,860	1,842	1,866	22,314	94.1%
34	Long Term Disability Prgm	80,000	9,740	9,807	9,740	9,731	9,770	9,766	9,786	9,905	9,878	9,817	97,939	9,794		9,762	9,755	9,856	117,651	147.1%
35	Transfer to General Fund	87,864	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	73,220	7,322		7,322	7,322	7,322	87,864	100.0%
36	TOTAL EXP/ENC	**21,627,105**	**1,820,178**	**1,859,998**	**2,078,110**	**2,008,992**	**855,832**	**1,024,936**	**1,411,423**	**1,669,425**	**1,767,814**	**1,646,194**	**16,142,903**	**1,614,290**		**1,919,182**	**1,296,587**	**1,617,344**	**19,384,467**	**89.6%**
37	**Exp)**	**1,324,028**	**106,495**	**104,312**	**(151,365)**	**(76,656)**	**1,103,397**	**907,733**	**548,612**	**303,080**	**160,760**	**289,807**	**3,296,175**						**969,463**	
38	One-Time Supplemental	**100,000**																	**100,000**	
39	TOTAL APPROPRIATIONS	**21,727,105**											**16,142,902**						**19,484,467**	
40	CUMULATIVE BALANCE		**106,495**	**210,806**	**59,441**	**(17,214)**	**1,086,182**	**1,993,916**	**2,542,528**	**2,845,609**	**3,006,369**	**3,296,176**								
41	Reserves for Contingency	5,000,000											5,000,000						5,000,000	
42	IBNR	2,140,611											2,140,611						2,140,611	
43	ENDING RESOURCES	**6,067,453**											**8,139,601**						**5,712,888**	

City of Grand Prairie

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Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10332	**Version:**	1	**Name:**	Sales Tax Public Education Plan
Type:	Presentation			**Status:**	Agenda Ready - Committee
File created:	8/25/2020			**In control:**	Finance and Government Committee
On agenda:	9/1/2020			**Final action:**	
Title:	Crime Control and Prevention District Sales Tax Election Public Education Plan - Presented by Amy Sprinkles, Marketing, Communications and Libraries Director				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Title
Crime Control and Prevention District Sales Tax Election Public Education Plan - Presented by Amy Sprinkles, Marketing, Communications and Libraries Director

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City of Grand Prairie

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Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10322	**Version:**	1	**Name:**	TCAP PSA
Type:	Presentation			**Status:**	Agenda Ready - Committee
File created:	8/24/2020			**In control:**	Finance and Government Committee
On agenda:	9/1/2020			**Final action:**	
Title:	Discuss Professional Service Agreement with the Texas Coalition for Affordable Power and a Commercial Electric Service Agreement with Gexa Energy				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

From
Mark Dempsey

Title
Discuss Professional Service Agreement with the Texas Coalition for Affordable Power and a Commercial Electric Service Agreement with Gexa Energy

Presenter
Mark Dempsey - Deputy City Attorney

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City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10318	**Version:**	1	**Name:**	080420 F&G MINS
Type:	Agenda Item			**Status:**	Agenda Ready - Committee
File created:	8/21/2020			**In control:**	Finance and Government Committee
On agenda:	9/1/2020			**Final action:**	
Title:	Minutes of the August 4, 2020, Finance and Government Committee Meeting				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes 08-04-20.pdf				

Date	Ver.	Action By	Action	Result

From
Paula L. Elliott, Executive Assistant- Finance

Title
Minutes of the August 4, 2020, Finance and Government Committee Meeting

Presenter
Mr. Jim Swafford, Chairman

Recommended Action
Approve

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MINUTES
CITY COUNCIL FINANCE AND GOVERNMENT COMMITTEE
August 4, 2020

The City of Grand Prairie Finance and Government Committee convened at 2:30 p.m. on Tuesday, August 4, 2020 via Zoom video conference in Grand Prairie, Texas. The following persons were in attendance:

COMMITTEE MEMBERS PRESENT
Jim Swafford, Chairman
Greg Giessner
Jorja Clemson

Chairman Swafford called the meeting to order.

Staff Presentations

Item 1 – Employee Insurance Fund Monthly Review

Ms. Lisa Norris, Human Resources Director, informed the committee that the insurance fund overall is running well. *Mr. Giessner inquired if the claims track through the end of December. Ms. Norris replied that is correct. Mr. Giessner asked if the incurred, but not yet recorded claims will be applied to this year's budget. Ms. Norris said yes sir. Mr. Giessner questioned if for continuing claims, do we know what the average cost will be. Ms. Norris answered she has not evaluated those yet because the numbers tend to change. We have a new carrier this year. The committee thanked Lisa for her report.*

Chairman Swafford gave an invitation for citizens to speak. Mr. Barron Fraker, I.T. Systems Administrator verified that no citizens were present for the video conference.

Consent Agenda

Chairman Swafford asked the committee if they needed to remove any items from the consent agenda. Committee members Clemson and Giessner said they did not. Council member Giessner moved to approve Item 2 and Item 3 on consent and send them to City Council for review and approval. Council Member Clemson seconded. Motion carried 3 – 0.

Item 2 – Minutes of the July 14, 2020, Finance and Government Committee Meeting

Item 3 – 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

Items for Individual Consideration

Item 4 – 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)

Mr. Bryce Davis, Purchasing Manager advised the committee that the city switched from a PCR molecular testing method to an antigen testing method due to the pandemic. The results come back within 15 minutes. The cost jumped from $85 to $125 per test. Mr. Steve Dye, Deputy City Manager commented that this is an up to number and does not mean that we have to expend that amount. It is likely that 75% of the testing cost will be reimbursed through FEMA with the additional 25% being reimbursed by the CARES ACT. *Mr. Swafford clarified that this is an allowance and not an expenditure. Mr. Davis said yes sir. Ms. Clemson inquired if the new 15-minute test is accurate. Ms. Mendez, Environmental Services Manager, replied the PCR test has an 96-98% accuracy rate and the antigen test has an 92-96% accuracy rate. However, that percentage is considered acceptable and is being used by doctor offices and pharmacies such as Walgreens and CVS. Ms. Clemson moved to approve and send to City Council for review. Mr. Giessner seconded. Motion carried 3-0.*

Item 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

Fire Chief Robert Fite informed the committee this is a price agreement for fire supplies and equipment. The committee had no questions. M*r. Giessner moved to approve and send to City Council for review and approval. Ms. Clemson seconded. Motion carried 3 – 0.*

Item 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

Mr. Duane Strawn, Director of Parks, Arts and Recreation advised the committee this item is for

an online software ticketing system that has been used at the EPIC theater and the Uptown theaters. Mr. Giessner asked if there will be a direct link on the city's website. Mr. Strawn said yes sir. Everything ties together and talks together. It is very user friendly. *Ms. Clemson moved to approve and send to City Council for review. Mr. Giessner seconded. Motion carried 3-0.*

Item 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

Ms. Amy Sprinkles, Marketing, Communications and Library Director informed the committee our book contract expired. This is our contract via the state's bidding process to purchase books. *Mr. Swafford inquired if there is a way to track circulated eBooks. Ms. Sprinkles said yes, the system keeps track of them.* Mr. *Giessner moved to approve and send to City Council for review and approval. Ms. Clemson seconded. Motion carried 3 – 0.*

Item 8 – 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)

Mr. Andy Henning, Senior Building and Construction Projects Manager advised the committee the new contract with Home Depot is less expensive. *Mr. Swafford questioned why Home Depot did not bid on the project the first time. Mr. Henning answered they do not sell the large rain canopies and shade structures so that ruled them out. However, the remainder of the project is something that they can handle. Mr. Giessner inquired if the private area he mentioned is back behind the bar area. Mr. Henning replied it is the entire space from the south side of the building all of the way out to cover the walking path and the outdoor restrooms. Mr. Swafford asked how the shade structures are working out. Mr. Henning said he talked to Jason, Firehouse owner and operator and he said that those structures saved our summer. Ms. Clemson commented after sitting outside for a while, she was very thankful for those shades and that they look very nice. Ms. Clemson moved to approve and send to City Council for review. Mr. Giessner seconded. Motion carried 3-0.*

Item 9 – 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

Mr. Henning informed the committee this a typical construction change order. *Mr. Giessner inquired if some of the construction problems stem back to when the building was a grocery store. Mr. Henning replied that is my best guess. Mr. Giessner moved to approve and send to City Council for review and approval. Ms. Clemson seconded. Motion carried 3 – 0.*

Item 10 – 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

Mr. Mark Divita, Airport Director advised the committee about 6000 square feet of fencing is falling down and the CARES ACT will pay 99% of the cost. The committee had no questions. *Ms. Clemson moved to approve and send to City Council for review. Mr. Giessner seconded. Motion carried 3-0.*

Item 11 – 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

Chief Financial Officer, Ms. Becky Brooks informed the committee this is the current rate that the city is charging, and it is the maximum rate that the city would be willing to entertain during the budget cycle. The committee had no questions. *Mr. Giessner moved to approve and send to City Council for review and approval. Ms. Clemson seconded. Motion carried 3 – 0.*

Item 12 – Resolution of the City Council of the City of Grand Prairie, Texas, Repealing Sections 1 and 2 of Resolution 5093-2020

Ms. Brooks explained to the committee the state allowed disaster methodology for calculating voter approver rate, but as additional information was received from the appraisal districts, we do not need to exercise those options. The committee had no questions. *Ms. Clemson moved to approve and send to City Council for review. Mr. Giessner seconded. Motion carried 3-0. Mr. Giessner thanked the team for their hard work.*

Executive Session There was no executive session at today's meeting.

The Finance and Government Committee meeting adjourned at 3:12 p.m.

_____ _____

Jim Swafford, Chairman Date
Finance and Government Committee

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10140	**Version:**	1	**Name:**	Ratify and award agreement to Itron, Inc. for AMI System equipment
Type:	Agenda Item			**Status:**	Consent Agenda
File created:	7/2/2020			**In control:**	Engineering
On agenda:	9/1/2020			**Final action:**	

Title: Ratify and approve previous equipment purchase from Itron, Inc. in the amount of $150,000; award a new agreement to Itron, Inc., a sole source provider, for ongoing annual maintenance to the Automated Metering Infrastructure (AMI) System, and the purchase of AMI modules and meter reading equipment; this new agreement will be for 15 months in the amount of $509,151.22, with the option to renew for four additional one-year periods, with a 5% annual increase on the maintenance, totaling $2,346,620.99 if all extensions are exercised; authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to $50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Sponsors:

Indexes:

Code sections:

Attachments:
WO 620.99.xlsx
20040 - CC Exhibit - AMI Annual Maintenance & Equipment.xlsx
361010-68280.doc
20040 - Itron Contract Exhibit A.PDF

Date	Ver.	Action By	Action	Result

From
Anda Upchurch

Title
Ratify and approve previous equipment purchase from Itron, Inc. in the amount of $150,000; award a new agreement to Itron, Inc., a sole source provider, for ongoing annual maintenance to the Automated Metering Infrastructure (AMI) System, and the purchase of AMI modules and meter reading equipment; this new agreement will be for 15 months in the amount of $509,151.22, with the option to renew for four additional one -year periods, with a 5% annual increase on the maintenance, totaling $2,346,620.99 if all extensions are exercised; authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to $50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Presenter
Gabriel Johnson, Director of Public Works

Recommended Action
Approve

Analysis

In August 2014, the City of Grand Prairie received proposals for an Automated Metering Infrastructure (AMI) System (RFP# 14104).

A provision of RFP # 14104 stated the City intended "to award a contract for a five-year deployment. However, the Proposer's obligations to warranty and support the system shall extent for the life of the system expected to be 20 years." Annual maintenance costs during the deployment phase were approved by City Council as part of the implementation contract.

The final equipment order placed under this contract exceeded the approved contract amount by $150,000.00. At this time, staff is requesting ratification and approval for the final equipment order placed under contract 14104. Additionally, please approve a price agreement for ongoing maintenance costs as well as for sole source equipment purchases for the next five years.

Chapter 271.022 of the Local Government Code authorizes local governments to exempt competitive sealed bids/proposals when the required items or services are only available from a single source.

Previous Contract #14104	Contract Value		**Paid by Water Department**
Approved Contract Amount	$14,324,550.22		
Previously spent	$14,250,909.28		
Amount remaining on contract	$73,640.94		
Final order amount	$223,640.94		
Difference:	**$150,000.00**	*ratify	

New Contract #20040		
Hardware, equipment, parts	Contract Value	**To be paid by Water Department**
FY20-21, 15-month term	$336,420.94	
FY22	$268,816.87	
FY23	$267,618.79	
FY24	$268,499.73	
FY25	$269,424.71	
Subtotal:	**$1,410,601.04**	
Network-as-a Service Annual Maintenance		**To be paid by IT Department**
FY20-21	$98,993.64	
FY22	$102,735.82	
FY23	$107,872.61	
FY24	$113,266.24	
FY25	$118,929.56	
Subtotal:	**$541,797.87**	
New Contract for Itron Managed Services-InField Network Maintenance - **To be paid by IT Department**		
FY 20-21	$73,916.64	
FY22	$76,380.53	
FY23	$78,844.42	
FY24	$81,308.30	
FY25	$83,772.19	
Subtotal:	**$394,222.08**	
New Contract Grand Total	**$2,346,620.99**	*if all extensions are exercised

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Financial Consideration

Funding for equipment orders through September 30, 2020 are available in the Water Capital Projects Fund (500592) WO #02009903 (FY20 AMI Meter Maintenance) and FY 2019/2020 Water Wastewater Fund, Water Meters (361010-68280), 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.

Funds for Network-as-a-Service annual maintenance and Itron Managed Services/In-Field Network Maintenance will be paid thru the City's Information Technology Department. Funding for future fiscal years will be paid from that year's approved budgets.

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2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Grand Prairie, TX

BMR# 19872-20 Ver1 May
May 28, 2020

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Itron Managed Services						*(1)*
					Annual Fee	
1	Annual	Itron Managed Services - In-field Network Maintenance, Year 1			$73,916.64	
2	Annual	Itron Managed Services - In-field Network Maintenance, Year 2			$76,380.53	
3	Annual	Itron Managed Services - In-field Network Maintenance, Year 3			$78,844.42	
4	Annual	Itron Managed Services - In-field Network Maintenance, Year 4			$81,308.30	
5	Annual	Itron Managed Services - In-field Network Maintenance, Year 5			$83,772.19	
		Itron Managed Services 5 Year Total			**$394,222.08**	

Notes and Assumptions

(1) Does Not include joint use agrements or costs associated with pole leases or taxes.
Does Not include Monitoring of the Network
Customer must be under Itron Standard Maintenance Agreement or additional fee will apply
Price includes 3G to 4G upgrade
Price includes batteries and modems.
Guarantee service level for network device outage notification to customer within 24 hours
For network devices that are not communicating a work order will be issue within 48 hours
Work order completion within 72 hours

(2) Pricing is based on existing agreements or Itron's standard terms and conditions.

(3) Taxes are not included. Prices are in US dollars. Price is valid for 90 days.

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Exhibit A

1578 - City of Grand Prairie, Texas
317 College Street
Grand Prairie Texas, 75050-5636

Grand Praire Maintenance Proposal Pricing
Date of Quote: 5/14/2020

~~Attachment A~~

Hardware	Qty	Component Name	Agreement Dates Start	End	Number of Months	Price Annual Fee/Unit	2021 Year 1	2022 Year 2	2023 Year 3	2024 Year 4	2025 Year 5
Current	2	FC300, MULTI DOCK	10/1/2020	9/30/2021	12	$ 226.77	$ 453.54	$ 119.06			
	1	FC300, MULTI DOCK	10/1/2020	9/30/2021	12	$ 275.90	$ 275.90	$ 72.43			
	10	FC300, SREAD RADIO, IMAGER, GPS	10/1/2020	9/30/2021	12	$ 545.67	$ 5,456.70	$ 1,432.39			
	3	FC300, SREAD RADIO, IMAGER, GPS	10/1/2020	9/30/2021	12	$ 524.68	$ 1,574.04	$ 413.19			
	1	MC3 RF	10/1/2020	9/30/2021	12	$ 2,861.91	$ 2,861.91	$ 3,005.01	$ 3,155.26	$ 3,313.02	$ 3,478.67
	11	CCU100,INT WAN AND GPS	10/1/2020	9/30/2021	12	$ 136.28	$ 1,499.08	$ 1,574.03	$ 1,652.74	$ 1,735.37	$ 1,822.14
	3	CCU100,INT WAN AND GPS	10/1/2020	9/30/2021	12	$ 131.04	$ 393.12	$ 412.78	$ 433.41	$ 455.09	$ 477.84
	29	CCU100,INT WAN AND GPS	10/1/2020	9/30/2021	12	$ 126.00	$ 3,654.00	$ 3,836.70	$ 4,028.54	$ 4,229.96	$ 4,441.46
	4	CCU100 TOWER	10/1/2020	9/30/2021	12	$ 136.28	$ 545.12	$ 572.38	$ 600.99	$ 631.04	$ 662.60
	2	CCU100 TOWER	10/1/2020	9/30/2021	12	$ 126.00	$ 252.00	$ 264.60	$ 277.83	$ 291.72	$ 306.31
	4	TOWER BOX	10/1/2020	9/30/2021	12	$ 115.84	$ 463.36	$ 486.53	$ 510.85	$ 536.40	$ 563.22
	1	TOWER BOX	10/1/2020	9/30/2021	12	$ 107.10	$ 107.10	$ 112.46	$ 118.08	$ 123.98	$ 130.18
	73	REPEATER 100	10/1/2020	9/30/2021	12	$ 81.77	$ 5,969.21	$ 6,267.67	$ 6,581.05	$ 6,910.11	$ 7,255.61
	3	REPEATER 100	10/1/2020	9/30/2021	12	$ 78.62	$ 235.86	$ 247.65	$ 260.04	$ 273.04	$ 286.69
Hardware Subtotal							$ 23,740.94	$ 18,816.85	$ 17,618.79	$ 18,499.73	$ 19,424.71
Software											
Current	1	FCS SFTW, 25001-50000 ENDPOINTS, ELECTRONIC DELIVERY	10/1/2020	9/30/2021	12	$ 3,104.19	$ 3,104.19	$ 3,259.40	$ 3,422.37	$ 3,593.49	$ 3,773.16
	1	ITRON ANALYTICS SOFTWARE-AS-A-SERVICE	10/1/2020	9/30/2021	12	$ 33,884.91	$ 33,884.91	$ 35,579.16	$ 37,358.11	$ 39,226.02	$ 41,187.32
	1	ITRON ANALYTICS CUSTOMER PORTAL SOFTWARE-AS-A-SERVICE	10/1/2020	9/30/2021	12	$ 12,447.52	$ 12,447.52	$ 13,069.90	$ 13,723.39	$ 14,409.56	$ 15,130.04
	1	NETWORK SOFTWARE SOFTWARE-AS-A-SERVICE	10/1/2020	9/30/2021	12	$ 48,407.02	$ 48,407.02	$ 50,827.37	$ 53,368.74	$ 56,037.18	$ 58,839.04
Software Subtotal							$ 97,843.64	$ 102,735.82	$ 107,872.61	$ 113,266.24	$ 118,929.56
Hardware & Software Total							**$ 121,584.58**	**$ 121,552.67**	**$ 125,491.40**	**$ 131,765.97**	**$ 138,354.27**
Total Maintenance Fees (USD)											**$ 638,748.89**

****This is not an invoice****
Prices Valid for 90 Days

Itron
Knowledge to Shape Your Future

Exhibit A

1578 - City of Grand Prairie, Texas
317 College Street
Grand Prairie Texas, 75050-5636

Grand Praire Maintenance Proposal Pricing
Date of Quote: 5/14/2020

~~Attachment A~~

Customer Signature of Acceptance: _____ **Date:** _____

Comments and/or Assumptions:

1) Per previous Itron announcement, FC300 products reach End of Support on 12/31/2021.
2) FC300 product maintenance is prorated for three (3) months of coverage in year 2, based on the End of Support date.
3) A change to Equipment quantities, SW license endpoints, network devices or system server configuration will require the creation and approval of an updated maintenance offer.
4) This attachment A pricing is an estimate and system rounding may change the final pricing.

****This is not an invoice****
Prices Valid for 90 Days

Exhibit A

Itron

Electric / Gas / Water
Information collection, analysis and application
2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Grand Prairie, TX

BMR# 19186-20 Ver2 May
May 18, 2020

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Endpoints						
1	ERW-1300-402	100W+, Encoder with Integral Connector & Antenna Connector	TBD	$65.00	TBD	
2	CFG-0151-010	Standard 5' cable with In-Line connector with .167" diameter protective cover	TBD	$10.00	TBD	
3	CFG-0900-003	100W Through-the-Lid remote mount antenna Kit	TBD	$45.00	TBD	
4	CFG-1300-004	100W Through Lid Mount Kit	TBD	$3.00	TBD	
5	OEM-0034-002	Itron Splice Kit	TBD	$5.00	TBD	
		Endpoint Total			**TBD**	
Network Infrastructure						*(1)*
6	CCU-6038-032	Collector 100, AT&T EOD, AC power with internal GPS, and remote mount antenna and mounting kits	TBD	$5,100.00	TBD	
7	CCU-7138-032	Tower Collector, AT&T EOD, AC power, with remote mount antenna and mounting kits	TBD	$14,000.00	TBD	
8	RPT-6000-125	Repeater 100, AC power with internal GPS, and remote mount antenna and mounting kits	TBD	$3,550.00	TBD	
		Network Infrastructure Total			**TBD**	
Annual Maintenance						
9	Maintenance	Collector 100, AT&T EOD, AC power with internal GPS, and remote mount antenna and mounting kits	TBD	$120.00	TBD	
10	Maintenance	Tower Collector, AT&T EOD, AC power, with remote mount antenna and mounting kits	TBD	$120.00	TBD	
11	Maintenance	Tower Box, AC Powered	TBD	$102.00	TBD	
12	Maintenance	Repeater 100, AC power with internal GPS, and remote mount antenna and mounting kits	TBD	$72.00	TBD	
		Annual Maintenance Total			**TBD**	

Notes and Assumptions

(1) Collectors and Repeaters include power cables, Ethernet cables, antenna kits, and mounting kits.
(2) Pricing is based on existing agreements or Itron's standard terms and conditions.
(3) Freight and taxes are not included. Prices are in US dollars. Prices are valid through December 31, 2021.

Exhibit A

Itron

Electric / Gas / Water
Information collection, analysis and application

2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Grand Prairie, TX

BMR# 19070-20 Ver2 Feb
February 27, 2020

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Itron Mobile Subscription						
1	One-Time Fee	One Time - Initial Set-up Fee			$250.00	
					Annual	
2	Subscription	Itron Mobile Walk-By / Drive-By Only Subscription Up to 2500 Endpoints			$840.00	
		Itron Mobile Subscription Total			**$1,090.00**	
Professional Services						
3	Services	Itron Mobile Setup and training (Remote)			$900.00	
		Professional Services Total			**$900.00**	
		Total			**$1,990.00**	

Notes and Assumptions

(1) Itron Mobile is offered as an annual subscription with a minimum one-year term. FCS v4.0 must be fully tested and operational prior to Itron Mobile Application services.
(2) Professional Services pricing is an estimate and is based on assumptions that have not been confirmed. In order to create a formal Scope of Work and a more accurate professional services bid, a detailed discussion of actual project requirements will be necessary.
(3) Pricing is based on existing agreements or Itron's standard terms and conditions.
(4) Freight and taxes are not included. Prices are in US dollars. Prices are valid through December 31, 2020.

Exhibit A

SOFTWARE LICENSE AND SERVICES AGREEMENT

ACCEPTANCE OF TERMS

By clicking "AGREE", Customer agrees to license the Field Collection System software ("FCS Software") and to purchase the FCS Software maintenance and support services described in the quote or pricing summary provided by Itron, Inc. or by Itron, Inc.'s distributor (the "Quote"), subject to the terms and conditions of this Agreement.

By clicking "Agree," Customer also acknowledges that it has read and accepts the terms and conditions of this Agreement in their entirety. Customer should print a copy of this Agreement for its records.

If Customer has chosen to purchase Itron Mobile in addition to licensing FCS Software and purchasing maintenance and support for FCS, that will be reflected in the Quote, the Itron Mobile terms and conditions of this Agreement will also apply. If Customer has not chosen to purchase Itron Mobile, then the Itron Mobile terms and conditions of this Agreement do not apply.

If Customer has also chosen to purchase Itron Equipment or Third-Party Equipment (as defined in Section 4.1), that will be reflected in the Quote and the equipment purchase terms and conditions of this Agreement will apply. If Customer has not chosen to purchase Itron Equipment or Third-Party Equipment, then the equipment terms and conditions of this Agreement do not apply.

If Customer does not click "Agree," Customer will not be provided the FCS Software, FCS Software maintenance services, Itron Mobile for FCS, or Itron Equipment or Third-Party Equipment.

TERMS & CONDITIONS SPECIFIC TO FCS, MAINTENANCE & SUPPORT, AND ITRON MOBILE

1. FCS Software

1.1 License. Subject to receipt of license fee payment by Customer or by Itron's distributor where Customer has received a distributor Quote, Itron grants Customer a perpetual, non-exclusive and non-transferable license to use the FCS Software and FCS Software documentation for Customer's internal business purposes in connection with the number of endpoints or other devices specified in the Quote, subject to the restrictions described below.

1.2 License Restrictions. The FCS Software may only be installed in one production environment and one test environment on Customer premises. Customer is not permitted to copy the FCS Software other than to make one machine readable copy for disaster recovery or archival purposes. Customer is not permitted to (i) modify or create any derivative works from the FCS Software, (ii) include or combine the FCS Software with any software, equipment, or hardware other than as authorized by Itron, (iii) use the FCS Software to provide services to third-parties, (iv) reverse assemble, decompile, reverse engineer the FCS Software or otherwise attempt to derive its source code, (v) export the FCS Software, or (iv) use the FCS Software to create products or services that compete with any of Itron's products or services. Customer's breach of these restrictions shall constitute a material breach of this Agreement and shall result in revocation and immediate termination of all rights and licenses granted under this Agreement. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

1.3 Limited Itron FCS Software Warranty. For a period of ninety (90) days from the date of shipment, Itron warrants to Customer that the FCS Software will substantially conform in all material respects with Itron published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Itron will during the warranty period set forth in this Section, either repair or replace non-conforming FCS Software to substantially conform to Itron published specifications. After the ninety (90) day period, any Itron FCS Software non-conformities will be addressed under maintenance services terms. This software warranty does not apply to non-conformities due to: (i) modifications not made or approved by Itron in writing; (ii) Customer's or any third-party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install FCS Software in accordance with the FCS Software documentation, or use of FCS on Equipment not specified by Itron; (iv) incorrect data, or data entry or output by Customer or a third-

party; (v) third-party software, hardware or firmware not provided or authorized by Itron in writing; (vi) a force majeure event; or (vii) viruses or security vulnerabilities introduced into the Itron FCS Software or Customer's systems through no fault of Itron.

1.4 Delivery & Invoicing. Customer will be invoiced for FCS Software upon delivery to Customer, which may be made by making FCS Software available to the distributor or Customer via electronic means or by delivery on physical media.

2. Itron Mobile for FCS

2.1 Tier-Based Annual Subscription Fee. Itron Mobile is offered as an annual subscription service. The subscription fee is charged on fixed numerical range of meters or endpoints (a "Tier"). The annual subscription fee for each Tier are identified in the Quote.

2.2 Commencement of Annual Subscription. The initial Itron Mobile subscription term begins when Itron Mobile is set-up by Itron.

2.3 One-Time Itron Mobile Set-Up Fee. Customer will be charged a one-time set-up fee.

2.4 Subscription Auto-Renewal. Customer's Itron Mobile subscription will renew automatically for one-year terms, unless either Itron or Customer gives ninety (90) days' prior written notice of intent not to renew.

2.5 No Termination for Convenience. Neither Itron nor Customer may terminate Itron Mobile during a subscription term.

2.6 Annual Subscription Fee Adjustment. Itron has the right to adjust the subscription fee for each renewal term, without regard to Tier.

2.7 Tier Adjustment. Itron has the right to adjust Customer's subscription fee at any time if Customer's use of Itron Mobile exceeds Customer's Tier. Fees adjusted under this Section 2.5 will normally be invoiced within thirty to sixty days depending on when meter or endpoint provisioning occurs.

2.8 Relationship to Licensed FCS Software and Maintenance & Support. Customer may be required to update or upgrade its licensed FCS Software Tier from time to time in order to ensure full functionality of Itron Mobile. Customer's subscription and right to use Itron Mobile will terminate if Customer's FCS Software license is terminated.

2.9 Compatible Mobile Devices. Itron Mobile is designed to work in connection with mobile devices that meet Itron minimum requirements. Itron will provide the minimum specifications to Customer. Itron is not required to make Itron Mobile work with any other mobile devices.

2.10 Customer's Obligation to Protect Customer Information on Mobile Devices. Customer must take steps to protect Customer information stored on mobile devices. User identification codes, passwords, and any information provided to Customer as part of Itron's security procedures must be treated by Customer as confidential and must not be disclosed to any third-party. Customer is at all times responsible for its employees and subcontractors' use of Itron Mobile. Itron has the right to disable any user identification codes or passwords if Customer or its employees and contractors have failed to comply with any of the provisions of this Agreement.

2.11 Internet Connectivity. Itron Mobile requires Internet connectivity, which Customer is solely responsible for obtaining and paying for.

2.12 Disclaimer of Liability. Itron accepts no responsibility for any internet services failure, mobile device failure, or for any loss or damage of any kind caused by such failure.

3. FCS Maintenance & Support.

3.1 Technical Support Services. Upon validation of Customer's maintenance entitlement, Itron will provide technical support services, which includes system troubleshooting and problem diagnosis, release or system management consulting, and recommendations for

fully utilizing FCS. Customer acknowledges and agrees that technical support services are not intended as a substitute for training of Customer personnel. Customer shall designate up to two FCS resources to act as primary service contacts to the Itron technical support services team. Customer primary service contacts must be trained and qualified on the operation and use of FCS via Itron provided or Itron approved FCS training programs.

3.2 Maintenance & Support Year. Maintenance and support services are offered as an annual service, billable in advance and renewable annually. Each annual term is referred to as a "Maintenance & Support Year."

3.2.1 Commencement of Maintenance & Support Services Fees; Invoicing & Payment. Maintenance and support services for FCS Software commence upon delivery of FCS Software to Customer, and Itron will then invoice Customer for those services. Customer will pay the invoice within thirty (30) days of receipt.

3.3 Annual Adjustment. Maintenance and support services fees are subject to an annual adjustment upon renewal. Additionally, Maintenance fees may be further adjusted upon an increase or decrease in Customer's endpoint count which exceeds or decreases their current licensed meter / endpoint tier.

3.4 Renewals. Itron will provide Customer with a renewal notice at least one-hundred twenty (120) days prior to the end of the Maintenance & Support Year. Customer must notify Itron within thirty (30) days after receiving Itron's renewal notice if Customer wishes to change service coverage or does not wish to renew services. Otherwise, maintenance and support services will automatically renew, and Customer will be obligated to pay for the new Maintenance & Support Year.

3.5 Effect of Early Termination by Customer. Itron will not refund prepaid fees if Customer terminates maintenance and support services without cause prior to the expiration of Maintenance & Support Year.

3.6 Restoring Maintenance & Support Services. If Customer discontinues maintenance and support services and thereafter wishes to resume them, Customer must notify Itron in writing of its request and pay Itron's then-current re-initiation fee.

3.7 Effect of Termination for Cause by Itron. Itron will not refund prepaid maintenance and support services fees if Itron terminates maintenance and support services for cause prior to the expiration of Maintenance & Support Year.

3.8 Client Service Guideline Documents. Itron maintains Client Service Guideline documents to help Customer work effectively with Itron's Global Support Service team. Itron will instruct Customer on how to obtain those documents. Customer will adhere to the guideline processes to insure prompt and accurate service.

3.9 Itron Support Service Levels. Itron uses a severity level category system to prioritize support services requests, described in the Support Service Levels Table below.

3.10 Customer Obligation to Install Releases. Itron will only provide support services for Itron software that is kept current by Customer. Customer must be operating the most recent system release. Customer must have installed and tested one of the two (2) prior service pack releases. Customer will test and install system releases and service pack releases within twelve (12) months of being made available to Customer.

3.11 Installation Support. Support services for Customer installation of Itron software includes limited remote phone support for Itron certified, production server configurations licensed by Customer, during standard business hours. At Customer's request, Itron may provide additional installation services at Itron's then current rates.

3.12 Mandatory Revisions. Customer must install all mandatory revisions. Mandatory revisions will be determined by Itron. Mandatory revisions are intended to address a material software error, a material security breach, or a third-party infringement claim or suit of any kind. Itron disclaims all liability related to or arising out of customer's failure to install a mandatory revision in a timely fashion.

3.13 Exclusions. Itron shall have no obligation to provide maintenance and support services for, or liability to, Customer for Itron software adversely affected by (i) use of Itron software in combination with software, equipment, or communications networks not authorized by Itron or referenced in the Itron software documentation as compatible, including Software operated on Itron Equipment that has been serviced or repaired by a third party that is not Itron certified; (ii) modification to Itron software by anyone other than Itron, (iii) failure to perform customer responsibilities described describe in these maintenance and support services terms, (iv) the use of a version of Itron software that is not supported by Itron; (v) Customer's failure to implement a hot fix or mandatory revision provided

by Itron; (vi) maintenance and/or support of Itron software other than by Itron; or (vii) viruses introduced through no fault of Itron.

3.14 End of Maintenance & Support. Itron has the right to discontinue maintenance and support services for Itron software. Itron will normally discontinue maintenance and support services at the end of the current Maintenance Year, in which case Itron will give Customer written notice no less than ninety (90) days prior to expiration of the Maintenance Year. In some cases, Itron may decide to discontinue maintenance and support services in a future Maintenance Year, and if the end of support date takes effect prior to the end of that future Maintenance Year, maintenance and support services fees will be pro-rated through the appropriate end of support date.

3.15 Optional Support for Discontinued Itron Software. At Customer's request, Itron may elect to provide custom support for discontinued Itron software at Itron's then-current rates, but Itron is under no obligation to do so.

3.16 Itron Support Service Levels Table. Parties shall work cooperatively to address reported errors in accordance with these Priorities and Service levels.

Severity Level 1

Definition	**Critical Business Impact / System Down:** An error for which there is no work-around, which causes the software or a critical business function / process of the Itron system to be unavailable. System use and operation cannot continue. An "error" means a failure of the software to substantially comply with the applicable published specifications.
Reporting	Severity 1 errors must be reported by phone to initiate the Severity 1 response process. A Severity 1 Service Request ("SR") initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.
Responses	During after-hour periods, Itron will respond to a critical support voice message within 15 minutes by a return call to Customer, which will validate receipt of the critical support call and begin the SR process. During regular business-hours Itron will begin the SR process during Customer's initial call. Following the start of the SR process Itron will respond to Customer's SR within 2 business hours with an investigation response. Following the investigation response, Itron will update Customer at three hour intervals during each day the SR remains unresolved, or as otherwise agreed by Itron and Customer. Customer will respond to an Itron inquiry or request within three hours.
Effort Level / Escalation Path	Itron will make diligent efforts on a 24x7 basis*, or as otherwise agreed by Itron and Customer. An SR shall be escalated to Itron's Global Support Service ("GSS") management team if a fix is not provided within 1 business day of Itron's receipt of the Customers call and creation of the SR. A fix is a correction of an error, including a work-around, in order for the software to function in accordance with the applicable published specifications. *24X7 support for Severity Level 1 errors is not currently available for Itron meter products, energy forecasting and load research products, and distribution products.

Severity Level 2

Definition	**Moderate Business Impact / Degraded Operation:** An error other than a Severity Level 1 error, for

	which there is no work-around, which limits access or use of the software or a business function, causing the system to miss required business interface or deadlines. The system remains available for operation but in a restricted fashion.
Reporting	Severity 2 errors must be reported by phone to initiate the Severity 2 response process. SRs initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.
Responses	Customer SR within 1 business day and will update the SR at least every other day. Customer will respond to an Itron inquiry or request within 1 business day.
Effort Level / Escalation Path	Itron will make diligent efforts during normal business hours. SRs shall be escalated to Itron's GSS management team if a fix is not provided within 3 business days of Itron's receipt of Customer's call and creation of the SR.

Severity Level 3

Definition	**Minor Business Impact / Compromised Operation:** An error other than a Severity Level 1 or Severity Level 2 error that has an inconvenient use of or access to a software function. (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).
Reporting	
Responses	Itron will respond to Customer SR within 2 business days.
Effort Level / Escalation Path	Itron technical representatives will make diligent efforts during normal business hours.

Severity Level 4

Definition	**No Business Impact / Standard Operation:** An error other than a Severity Level 1, Severity Level 2 or Severity Level 3 error. Generally, a cosmetic error or an error which has not degraded Customer's use of the system
Reporting	
Responses	Itron will respond to Customer SR within 3 business days, or as otherwise agreed by Itron and Customer.
Effort Level / Escalation Path	Itron support representatives will devote commercially reasonable efforts during normal business hours.

Severity Level 5

Definition	**No Business Impact.** Customer SR for an enhancement or new functionality.
Reporting	
Responses	Not applicable.
Effort Level / Escalation Path	The SR will be evaluated as a potential, future product enhancement. If the enhancement or new functionality requires more immediate attention for Customer, Itron will engage Itron's professional services group to create a customized proposal for Customer, at Itron's then-current services rates.

4. Itron Equipment Terms

4.1 Definitions.

"Equipment" means Itron Equipment and Third-Party Equipment.

"Firmware" means the object code version of software embedded in Equipment.

"Itron Equipment" means equipment manufactured by or on behalf of Itron, such as Itron radios, hand-held field collection devices, meters and end points.

"Third-Party Equipment" means equipment that is not manufactured by or on behalf of Itron, such as mobile phones, tablets, and their accessories.

"Itron Equipment Warranty Period" means the Itron Equipment warranty period, commencing upon the actual ship date, which shall be one (1) year, unless otherwise stated in the attached warranty schedule.

4.2 Ordering. Scheduled shipping dates will be assigned by Itron as close as possible to Customer's requested date based on Itron's then-current lead times for the Equipment. Purchase orders for Equipment may not be canceled or rescheduled by Customer, unless agreed to by Itron. All Equipment sales are final. Itron only accepts returns for Itron Equipment under warranty or if Itron has shipped Equipment other than ordered by Customer and such Equipment is unopened and unused,

4.3 Invoicing. Itron will invoice Customer for Equipment upon the date of shipment.

4.4 Shipment, Title & Risk of Loss. Equipment title and risk of loss shall transfer to Customer upon shipment. Customer shall be responsible for all costs associated with delivery of Equipment to the final destination, including transportation after delivery to carrier and any licensing, certifications, permits, customs fees, import/local taxes, provincial/national tax, and value added tax relating to importation of Equipment.

4.5 Documentation. Itron will make its standard Documentation for Itron Equipment available via download. Itron will provide download instructions.

4.6 Equipment Firmware. The purchase of Itron Equipment includes a perpetual license under Itron copyrights to use Firmware in the Itron Equipment. The license to any Firmware in Third-Party Equipment purchased by Customer through Itron shall be between Customer and the manufacturer of the Third-Party Equipment.

4.7 Limited Itron Equipment Warranty & Warranty Exclusions. Itron warrants solely to Customer that, during the Itron Equipment Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itron-designated repair facility during the Itron Equipment Warranty Period in accordance with Itron's then current RMA policy and procedures, or (ii) provide Customer with a Firmware fix to correct the nonconformity. Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will

pay the cost of returned repaired or replacement Itron Equipment to Customer. Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Itron Equipment Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer. This Itron Equipment warranty does not cover Itron Equipment in poor operating condition due to: (a) changes made to Itron Equipment without Itron's prior written consent; (b) use with equipment, software, or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment; or (c) Customer's failure to operate Itron Equipment in accordance with its Documentation. Customer may request that Itron repair Itron Equipment damaged by any of the foregoing; if Itron agrees to make such repairs, Customer may be charged additional Fees.

4.8 Third-Party Equipment Warranty. Itron is not the manufacturer of the Third-Party Equipment and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of Third-Party Equipment. Third-Party Equipment shall be subject to any warranties provided by the Third-Party Equipment manufacturer. Itron will pass through to Customer. Customer must coordinate all Third-Party Equipment warranty returns with the Third-Party Equipment manufacturer.

4.9 Equipment Maintenance. Itron provides estimates for post-warranty maintenance and repair services of Customer's Equipment, as part of the Quote. Initiation, billing, renewal and termination of Equipment maintenance services is managed within the same processes defined in Section 3, FCS Maintenance and Support.

GENERAL TERMS & CONDITIONS OF SALE

5. Purchase Orders. Purchase orders are required to order Itron products and services. Purchase orders are subject to Itron credit approval. Pre-printed terms and any contingencies, additions, or conflicting terms on a purchase order submitted by a customer will be null and void.

6. Fees, Taxes, and Payment. Fees and charges for Itron products and services identified in the Quote are exclusive of transaction taxes and duties. Transaction taxes and duties will be invoiced in the absence of a valid customer tax exemption certificate or direct pay permit. Payment terms are net thirty days from the date of invoice. All payments must be made in US currency. Interest will accrue on late payments at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law until paid. In the event of late payments, Itron may condition future purchases on prepayment or payment in less than thirty (30) days.

7. Confidentiality. All oral or written information exchanged between Itron and Customer in connection with performance under this Agreement is regarded as confidential information. All such information must be treated as confidential and must not be disclosed to any third-parties without obtaining the written consent of the party that provided the information, unless such information: (a) is or will be in the public domain (other than through the receiving party's unauthorized disclosure); or (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or rules of any stock exchange, or orders of the court or other government authorities. This section shall survive the termination of this Agreement for any reason.

8. Customer Data. All data about Customer's existing or prospective end users that Itron acquires, develops, or derives in connection with performance under this Agreement will be treated by Itron as confidential information. Itron will use safeguards reasonably designed to prevent unauthorized collection, access, disclosure, and use of the data while in Itron's custody. Customer agrees to cooperate to investigate and remedy any safeguards breach and any related disputes, inquiries, or claims.

9. Indemnification Against Third-Party Claims. Itron will defend and indemnify Customer and Customer's successors and assigns, officers, directors, employees, representatives, and agents from and against any and all claims, demands, suits, actions, or causes of action of any kind whatsoever for damages, losses, costs and/or expenses (including legal fees and disbursements) by an unaffiliated third-party (each a "Claim") to the extent resulting from (a) damages to persons or real or tangible property, bodily injury or death arising in connection with this Agreement and caused by Itron's gross negligence or intentional misconduct, or (b) any allegation that any Itron product or service infringes upon any such third-party's intellectual property. Itron's obligation to defend and indemnify does not apply to equipment or software that is not manufactured or developed by or on behalf of Itron, unless the third-party equipment or

software has been embedded in Itron products or services.

10. Conditions to Infringement Claim Defense. Itron's infringement defense obligation is conditioned on Itron's right to (a) procure the rights for its customer to continue using allegedly infringing products and services, (b) replace them with functionally equivalent alternatives, or (c) modify them to become non-infringing. If those options are not commercially reasonable in Itron's sole judgment, Itron shall have the right to require its customer to cease using the products and services, and Itron will refund the depreciated value of the affected product and the unused portion of the service.

11. Exclusions to Infringement Claim Defense. Itron shall have no obligation under this Agreement to the extent any claim of infringement results from: (i) use of an Itron product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any Itron product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of Itron software or any firmware other than the most current release made available to Customer, (iv) any infringement claims resulting from the customer's refusal to implement, or delay in implementing, modifications recommended by Itron to avoid or mitigate such claim, (v) any modification to an Itron product or services by a person other than Itron or an authorized representative of Itron, or (vi) specific instructions to Itron by its customer. In addition, Itron shall not be liable for enhanced or punitive damages that could have been avoided or reduced by actions within the control of its customer.

12. Right to Defend Infringement Claims. Customer must provide prompt written notice of a claim alleging infringement by Itron products and services. Itron has the right to control the defense, settlement, adjustment or compromise of the claim. Itron' customer will reasonably assist Itron with the defense. Itron shall not consent to any judgment or settlement of an infringement claim that creates an obligation on its customer without first obtaining the customer's prior written consent.

13. THIRD-PARTY CLAIM DISCLAIMER. SECTIONS 8 THROUGH 11 CONSTITUTE ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD-PARTY CLAIMS BROUGHT AGAINST ITS CUSTOMER.

14. NO CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

15. FEE LIMITATION. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES IN EXCESS OF ONE-HUNDRED PERCENT (100%) OF THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT APPLICABLE TO PERFORMANCE OR DELIVERABLE TO WHICH THE CLAIM IS RELATED.

16. Reservation of Intellectual Property. Itron reserves all rights, title and interest in and to all of its intellectual property. Customer reserves all rights, title and interest in and to all of its intellectual property.

17. Customer Suggestions. Itron shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its products and services any suggestions, enhancement requests, recommendations or other feedback provided by its customer.

18. Waivers. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted as to any one provision of this Agreement shall constitute a subsequent waiver of such provision or of any other provision thereof, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

19. No Assignment. This Agreement is personal to each party and is not permitted to be assigned in whole or in part, except that Itron has the right to assign, by contract or by operation of law, all or part of this Agreement to any entity controlled by or under common control with Itron.

20. Compliance with Law. Itron and Customer will at all times perform their respective obligations under this Agreement in compliance in all material respects with all applicable foreign, domestic, state, and local laws and regulations of all applicable foreign and domestic jurisdictions. No export rights are granted under this Agreement, and Customer must not directly or indirectly provide, export or re-export, or otherwise make available (in any form, including visual access), Itron products or technology in violation of any such laws or regulations, without all necessary approvals or licenses. Products and technology may not be provided or made available either directly or indirectly, (i) into Cuba, Iran, North Korea, Sudan, Syria, the Crimea region of Ukraine or any other country subject to United States trade sanctions, or to individuals or entities controlled by such countries or to nationals or residents of such countries (other than

nationals who are lawfully admitted permanent residents of countries not subject to such sanctions); or (ii) to anyone on any denied, prohibited, or unverified list maintained by the United States Government, including the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List. The Parties must comply with all anti-bribery laws and may not make any payments or transfer any item of any value for the purpose of bribing any individual or group, or accepting or participating in any extortion, kickbacks, or other unlawful or improper means to obtain business related to this Agreement or products and services orderable under this Agreement.

21. Notices. All notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by overnight delivery, (iv) the second business day after sending by confirmed facsimile, or (iv), except for legal notices, the first business day after sending by email.

22. Severability. If any provisions of this Agreement or its application to particular circumstances is determined by a court to be invalid or unenforceable, those provisions (or its application to those circumstances) will be deemed stricken and the remainder of the provisions will continue in effect.

23. Force Majeure. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, industry wide shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance.

24. No Third-Party Rights. This Agreement is entered into only for the benefit of Customer and Itron, and no other person or entity shall have the right to enforce any of its terms.

25. Entire Agreement. This Agreement constitutes the entire agreement between Itron and Customer with respect to the subject matter hereof. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded, and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement.

Itron Equipment Warranty Schedule

Itron Equipment	Itron Equipment Warranty Terms
Centron and Sentinel electricity meters	3 years from shipment
Repairs for out-of-warranty electricity meters	Itron shall perform the repairs with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair warranty failures shall be, at its option, to correct or re-perform repairs or refund to Customer the amount paid for the repairs. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.
OpenWay Riva Water Module (including battery)	Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current

	list price for the replacement product. The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.
100W and 100W+ series water endpoints (including battery)	Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product. The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.
OpenWay Riva Leak Sensor	Full warranty consistent with the warranty terms in the Agreement for the first 5 years from shipment.
Leak Sensor (Non-OpenWay Riva)	Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.
Upgraded handhelds or Mobile Collectors	90 days from shipment.
METRIS Meters and I-250 Meters	Itron warrants that eighty five percent (85%) or more of the METRIS Meters and I-250 Meters shipped to Customer during any calendar year will be free from defects in materials and workmanship such that they maintain set point calibration that is within two percent of their original factory set point calibration (open and check) ("Calibration Warranty"). The foregoing Calibration Warranty is valid until the earlier of (i) 15 years from shipment to Customer of the METRIS Meter and I-250 Meter for which warranty coverage is sought, (ii) the measurement of more than one million cubic feet of gas measured by such meter, or (iii) until such meter is replaced by Customer in connection with a periodic meter change-out. Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Itron, at its option, to repair any non-conforming METRIS Meters and I-250 Meters, provided that if Itron determines that it is unable to repair a non-conforming METRIS Meter and I-250 Meter, Itron will refund to Customer the depreciated value of such non-conforming METRIS Meter and I-250 Meter. At the request of Itron, Customer will provide evidence of a meter's service history to verify warranty coverage.

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10232	**Version:**	1	**Name:**	Purchase of Dell VXRail hyper converged system, VMware licenses, Veeam Backup licenses, and Windows server licenses for the Public Safety Data Center from Netsync Network Solutions
Type:	Agenda Item			**Status:**	Consent Agenda
File created:	7/29/2020			**In control:**	Information Technology
On agenda:	9/1/2020			**Final action:**	
Title:	Purchase agreement with Unique Digital Technology, Inc. for DellEMC VxRail P570f- 5 Node hyper converged infrastructure computer system for the City Hall data center in the amount of $383,336.35 through a state interlocal agreement with DIR				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	20-10232 IT				

Date	Ver.	Action By	Action	Result

From
Keshnel Penny, Chief Information Officer

Title
Purchase agreement with Unique Digital Technology, Inc. for DellEMC VxRail P570f- 5 Node hyper converged infrastructure computer system for the City Hall data center in the amount of $383,336.35 through a state interlocal agreement with DIR

Presenter
Keshnel Penny, Chief Information Officer

Recommended Action
Approve

Analysis
The City's Cisco UCS, and DellEMC VNX server infrastructure that houses over 250+ virtual servers are aging and are nearly at capacity limit. In addition, some of the major components are approaching end-of-life, and will no longer be supported by the manufacturer. Staff is recommending the purchase of a VxRail P570F-5 Node hyper converged infrastructure computer system. The VxRail would be an upgrade to a solution this is more technological advanced, reliable and able to scale-out for future enhancements. This approval request is to facilitate demand for additional virtual computer resources and enhance storage resources for the City Hall data center.

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 DIR.

DIR provides statewide leadership and oversight for management of government information and communications technology. DIR has served in a leadership role to facilitate the state's economic competitiveness through its ability to deliver quality information resources commodities and services at the lowest prices and best value for state and local government as well as the K-12 public and higher education systems.

Unique Digital Technology, Inc. is a reseller of Dell products and is covered under DIR-TSO-3763, which was effective 1/10/2018 and set to expire 1/10/2024.

Financial Consideration

Funding for a purchase agreement with Unique Digital Technology, Inc. for DellEMC VxRail P570f- 5 Node, is available in IT Capital Projects Fund (153210) WO #02001303 (FY20 IT Support Services).

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CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 15320-02001303
Project Title: FY20 (FY20 IT Support Services)
Current Request: $0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Small Computer (60540)	$547,974	$293,387	$0	$293,387	$547,974
Professional Serv (61039)	$42,808	$42,808	$0	$42,808	$42,808
Computer Software Mant. (63165)	$346,650	$106,754	$0	$106,754	$346,650
Training (66010)	$192	$0	$0	$0	$192
Data Processing (68420)	$41,073	$1	$0	$1	$41,073
				$0	$0
				$0	$0
TOTAL	**$978,697**	**$442,950**	**$0**	**$442,950**	**$978,697**

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10294	**Version:**	1	**Name:**	Lantana Communications-Call Center Upgrade
Type:	Agenda Item			**Status:**	Consent Agenda
File created:	8/18/2020			**In control:**	Information Technology
On agenda:	9/1/2020			**Final action:**	
Title:	Purchase Agreement with Lantana Communications for Telecom Equipment, to include upgrades, installation services, training, and one year of support of the Avaya CMS Call Management System for Water Revenue Agent call center, and other City Departments in the amount of $100,673.90, through a state interlocal agreement with DIR				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	20-10294 IT				

Date	Ver.	Action By	Action	Result

From
Keshnel Penny, Chief Information Officer

Title
Purchase Agreement with Lantana Communications for Telecom Equipment, to include upgrades, installation services, training, and one year of support of the Avaya CMS Call Management System for Water Revenue Agent call center, and other City Departments in the amount of $100,673.90, through a state interlocal agreement with DIR

Presenter
Keshnel Penny, Chief Information Officer

Recommended Action
Approve

Analysis
Avaya Call Management (CMS) is a software product for businesses and organizations that receive a large volume of telephone calls processed through Automatic Call Distribution (ACD), a feature of the Avaya Aura Communication Manager System. CMS collects call traffic data, formats management reports, and provides an administrative interface to the ACD. CMS Supervisors, Managers can monitor in real time contact center performance, abandoned call, average hold time and calls in the queue. This system will allow the department to monitor center performance and activity with support interfaces in several languages. The current call center BCMS is 15+ years old, with the last release in 2010and is not actively supported anymore.

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 agency. The City of Grand Prairie has master inter local cooperative agreements with various including DIR.

DIR provides statewide leadership and oversight for management of government information and communications technology. DIR has served in a leadership role to facilitate the state's economic competitiveness through it's ability to deliver quality information resources commodities and services at the lowest prices and best value for state and local government as well as the K-12 public and higher education systems.

Lantana Communications' DIR contract# DIR-TSO-3991 was effective 10/3/2017 and set to expire 10/3/2021.

Financial Consideration

Funding for a Purchase Agreement with Lantana Communications for Telecom Equipment, in the amount of $100,674, is available in IT Capital Projects Fund (153210), WO #02001203 (FY20 Infrastructure).

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CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 15320-02001203
Project Title: FY20 (FY20 IT Infrustructure)
Current Request: $0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Small Tools (60510)	$157,247	$146,704	$0	$146,704	$157,247
Small Computer (60540)	$280,000	$215,076	$0	$215,076	$280,000
Network Hardware (60851)	$8,517	$6,907	$0	$6,907	$8,517
Fiber & Camara (68195)	$170,000	$99,487	$0	$99,487	$170,000
				$0	$0
				$0	$0
TOTAL	**$615,764**	**$468,174**	**$0**	**$468,174**	**$615,764**

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10253	**Version:**	1	**Name:**	Microsoft Window Server Licenses
Type:	Agenda Item			**Status:**	Consent Agenda
File created:	8/13/2020			**In control:**	Information Technology
On agenda:	9/1/2020			**Final action:**	
Title:	Purchase Agreement with SHI Government Solutions Inc. for 1300 Microsoft Windows Server 2019 Client Access Licenses, 110 Microsoft Windows Server 2019 Datacenter Licenses, and 216 Microsoft Windows Server 2019 Standard Licenses in the amount of $106,740.90 through a state interlocal agreement with DIR				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY20 Microsoft Windows Server Capital Budget Summary 20-102253 IT				

Date	Ver.	Action By	Action	Result

From
Keshnel Penny, Chief Information Officer

Title
Purchase Agreement with SHI Government Solutions Inc. for 1300 Microsoft Windows Server 2019 Client Access Licenses, 110 Microsoft Windows Server 2019 Datacenter Licenses, and 216 Microsoft Windows Server 2019 Standard Licenses in the amount of $106,740.90 through a state interlocal agreement with DIR

Presenter
Keshnel Penny, Chief Information Officer

Recommended Action
Approve

Analysis
The City's server operation system software infrastructure is in need of upgrading. Staff is recommending upgrading the server operation system software in both Datacenters and all physical servers to the most current version of Microsoft server operation system software. The upgrade will increase the performance of the server infrastructure, while increasing availability and security.

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 DIR.

DIR provides statewide leadership and oversight for management of government information and

communications technology. DIR has served in a leadership role to facilitate the state's economic competitiveness through its ability to deliver quality information resources, commodities, and services at the lowest prices and best value for state and local governments as well as the K-12 public and higher education systems.

SHI Government Solutions Inc, through their DIR contract offers the Microsoft Servers Software, products, and related services the City requires.

Contract# DIR-TSO-4056 began January 17, 2018, and it's current term will expire January 17, 2020, with two renewals remaining, extending the contract expiration date through January 17, 2023.

Financial Consideration

Funding for the purchase of Microsoft Windows 10 Professional Licenses and services from SHI Government Solutions Inc., in the amount of $106,740, is available in the IT Capital projects Fund (153210) WO #02001303 (IT Support Services).

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CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 153210-02001303
Project Title: Microsoft Windows Server
Current Request: $106,753.88

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Comp Sftwr Main(63165)	$104	$104	$106,650	$106,754	$106,754
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
TOTAL	**$104**	**$104**	**$106,650**	**$106,754**	**$106,754**

CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 15320-02001303
Project Title: FY20 (FY20 IT Support Services)
Current Request: $0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Small Computer (60540)	$567,974	$293,387	$0	$293,387	$567,974
Professional Serv (61039)	$42,808	$42,808	$0	$42,808	$42,808
Computer Software Mant. (63165)	$346,650	$106,754	$0	$106,754	$346,650
Training (66010)	$192	$0	$0	$0	$192
Data Processing (68420)	$41,073	$1	$0	$1	$41,073
				$0	$0
				$0	$0
TOTAL	**$998,697**	**$442,950**	**$0**	**$442,950**	**$998,697**

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10296	**Version:**	1	**Name:**	Prof Engineering Contract with Freese and Nichols, Inc. for South Sector and Robinson Road Pump Station Resident Project Representative
Type:	Agenda Item			**Status:**	Consent Agenda
File created:	8/19/2020			**In control:**	Engineering
On agenda:	9/1/2020			**Final action:**	
Title:	Professional Engineering Contract with Freese and Nichols, Inc. for the South Sector and Robinson Road Pump Station Resident Project Representative in the total amount of $390,176				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	South Sector and Robinson Road Pump Stations RPR Proposal.pdf WO 618.105.xlsx WO 618.113.xlsx				

Date	Ver.	Action By	Action	Result

From
Max

Title
Professional Engineering Contract with Freese and Nichols, Inc. for the South Sector and Robinson Road Pump Station Resident Project Representative in the total amount of $390,176

Presenter
Gabe Johnson, Director of Public Works

Recommended Action
Approve

Analysis
The 2N-2.0 MG Robinson Road elevated storage tank and 12 MGD pump station were identified as part of the FY 19 Capital Projects Budget and Capital Projects Plan for proposed water projects. The South Sector Pump Station was identified as part of the FY 18 Capital Projects Budget and Capital Projects Plan for proposed water projects.

Due to the extremely technical construction of a pump station, outside inspection was considered for these projects. After negotiations, the cost provided by Frees and Nichols, Inc. is consistent with the 4-5% that the City typically allocates for in-house project inspection.

Chapter 252, Section 22 of the Local Government Code allows for the exemption to competitive bidding when the expenditure is for Professional Services such as engineering services. Freese and Nichols, Inc. engineering firm was selected as the most qualified professional due to their previous engineering work on water and

wastewater projects for the City of Grand Prairie.

Freese and Nichols, Inc. will provide inspection services during the first three months are part-time for the South Sector Pump Station. The following nine months, their services will be full-time and split between the two pump stations. The last six months the services will be part-time for the Robinson Road Pump Station.

Financial Consideration

Funding in the total amount of **$390,176** is available as follows:
1. **$62,498** is available in Water Capital Projects Fund (500592) WO #01811303 (Robinson Rd EST & 30" Water Line)
2. **$327,678** is available in Water Capital Projects Fund (500592) WO #01810503 (Southwest Sector Pump Station)

FREESE AND NICHOLS
Innovative approaches
Practical results
Outstanding service
4055 International Plaza, Suite 200 • Fort Worth, Texas 76109 • 817-735-7300 • fax 817-735-7491 www.freese.com

EXHIBIT A

August 13, 2020

Mr. Gabe Johnson
Public Works Director
City of Grand Prairie
206 West Church Street
PO Box 534045
Grand Prairie, Texas 75053-4045

Re: Proposal for South Sector and Robinson Road Pump Station Resident Project Representative

Dear Mr. Johnson,

Freese and Nichols, Inc. (FNI) is pleased to provide this proposal for the South Sector and Robinson Road Pump Station Resident Project Representative (RPR) services for a duration of 18 total months.

Our fee assumes that the RPR services during the first three months are part-time for the South Sector Pump Station. The following nine months, our RRP services will be full-time and split between the two pump stations. The last six months our services will be part-time for the Robinson Road Pump Station (reference attached SOW for more details on hours per month).

Fee Summary

Task	**Amount**
RPR services labor	$376,272
RPR services expenses	$13,904
Total Contract	**$390,176**

Sincerely,

Chris Jones, P.E., CCM
Principal/Vice President

SOUTH SECTOR & ROBINSON ROAD PUMP STATION
RESIDENT PROJECT REPRESENTATIVE CONSTRUCTION PHASE
SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

ARTICLE I

BASIC SERVICES: FNI shall render the following construction phase services in connection with the construction of the Project:

A. The Engineer will have a Resident Project Representative on the Site. The duties, responsibilities, and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:

   1. Resident Project Representative is Engineer's agent at the site(s), will act as directed by and under the supervision of FNI's Engineer, and will confer with Engineer regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with Engineer and Contractor, keeping Client advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Client with the knowledge of and under the direction of Engineer.

B. Duties and Responsibilities of Resident Project Representative:

   1. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and distribute copies of minutes thereof.

   2. Liaison:

      a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Engineer in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.

      b. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.

   3. Shop Drawings:

      a. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by Engineer.

   4. Review of Work, Rejection of Defective Work, Inspections and Tests:

      a. Conduct on-site observations of the Work in progress to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to Engineer appropriate details relative to the test procedures and start-ups.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Reports:

a. Prepare and upload to the Project Management Information System site visit reports of the work observed while on Site.

b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Report immediately to Engineer and Client the occurrence of any accident.

7. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer for processing and recommendation to the Client, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.

8. Completion:

a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Conduct a final inspection in the company of Engineer, Client and Contractor and prepare a final list of items to be completed or corrected.

c. Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority of Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.

2. Shall not exceed limitations of Engineer's authority as set forth in Agreement or the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Client or Contractor.

6. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.

7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Engineer.

ARTICLE II

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in 18 months from the Notice to Proceed of the South Sector Pump Station in accordance with the schedule of monthly hours provided below. The contract for services is anticipated to be for a total of 18 months and assumes that the Robinson Road Pump Station will begin construction approximately 3 months after the South Sector Pump Station issued Notice to Proceed. Approximate hours per month for the RPR services are as follows (total hours =2412):

- Month 1 – 100 hours
- Month 2 - 96 hours
- Month 3 – 120 hours
- Months 4 thru 12 – 1600 hours (split between pump stations)
- Months 13 thru 14 – 240 hours
- Month 15 – 96 hours
- Month 16 – 80 hours
- Months 17 thru 18 – 80 hours

If FNI's services are extended past the anticipated 18 months through no fault of FNI, FNI shall be entitled to an adjustment(s) to the contract. The adjustment(s) may result in an adjustment to compensation.

ARTICLE III

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor,

or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

D. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

E. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

F. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

G. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

H. Bear all costs incident to compliance with the requirements of this Article III.

City of Grand Prairie South Sector and Robinson Road Pump Station RPR Services 8/6/2020 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services	$	390,176
	Special Services	$	-
	Total Project	$	390,176

Tasks				Labor								Total
Phase	Task	Basic or Special	Task Description	Construction Manager III South Sector $156	Construction Manager III Robsinson Rd $156			Total Hours	Total Labor Effort	Miles	Total Expense Effort	Total Effort
									$ -		$ -	$ -
Jan	2021		5 weeks at 20 hours per week	100				100	$ 15,600	1,500	$ 863	$ 16,463
Feb	2021		4 weeks at 24 hours per week	96				96	$ 14,976	960	$ 552	$ 15,528
Mar	2021		4 weeks at 30 hours per week	120				120	$ 18,720	960	$ 552	$ 19,272
Apr	2021		5 weeks at 20 hours per week/site	100	100			200	$ 31,200	1,875	$ 1,078	$ 32,278
May	2021		4 weeks at 20 hours per week/site	80	80			160	$ 24,960	1,500	$ 863	$ 25,823
Jun	2021		4 weeks at 20 hours per week/site	80	80			160	$ 24,960	1,500	$ 863	$ 25,823
Jul	2021		5 weeks at 20 hours per week/site	100	100			200	$ 31,200	1,875	$ 1,078	$ 32,278
Aug	2021		4 weeks at 20 hours per week/site	80	80			160	$ 24,960	1,500	$ 863	$ 25,823
Sep	2021		4 weeks at 20 hours per week/site	80	80			160	$ 24,960	1,500	$ 863	$ 25,823
Oct	2021		5 weeks at 20 hours per week/site	100	100			200	$ 31,200	1,875	$ 1,078	$ 32,278
Nov	2021		4 weeks at 20 hours per week/site	80	80			160	$ 24,960	1,500	$ 863	$ 25,823
Dec	2021		5 weeks at 20 hours per week/site	100	100			200	$ 31,200	1,875	$ 1,078	$ 32,278
Jan	2022		4 weeks at 30 hours per week		120			120	$ 18,720	960	$ 552	$ 19,272
Feb	2022		4 weeks at 30 hours per week		120			120	$ 18,720	960	$ 552	$ 19,272
Mar	2022		4 weeks at 24 hours per week		96			96	$ 14,976	960	$ 552	$ 15,528
Apr	2022		4 weeks at 20 hours per week		80			80	$ 12,480	960	$ 552	$ 13,032
May	2022		4 weeks at 10 hours per week		40			40	$ 6,240	960	$ 552	$ 6,792
Jun	2022		4 weeks at 10 hours per week		40			40	$ 6,240	960	$ 552	$ 6,792
			Total Hours / Quantity	**1,116**	**1,296**	**-**	**-**	**2,412**		**24,180**		
			Total Effort	**$ 181,060**	**$ 210,263**	**$ -**	**$ -**		**$ 376,272**	**$ 13,904**	**$ 13,904**	**$ 390,176**

City of Grand Prairie

City Hall
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Legislation Details (With Text)

File #:	20-10300	**Version:**	1	**Name:**	GolfNow Agreement for Prairie Lakes Golf
Type:	Agenda Item			**Status:**	Consent Agenda
File created:	8/20/2020			**In control:**	Parks & Recreation
On agenda:	9/1/2020			**Final action:**	
Title:	Agreement with GolfNow, LLC for credit card processing and merchant services for an estimated annual amount of $37,313 for one year with the option to renew for nine additional one-year periods totaling approximately $373,130 if all extensions are exercised				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	20-10300 - GolfNow Agreement Prairie Lakes Golf.pdf				

Date	Ver.	Action By	Action	Result

From
Gary Yakesch, Assistant Director Of Parks, Arts and Recreation

Title
Agreement with GolfNow, LLC for credit card processing and merchant services for an estimated annual amount of $37,313 for one year with the option to renew for nine additional one-year periods totaling approximately $373,130 if all extensions are exercised

Presenter
Duane Strawn, Director Of Parks, Arts and Recreation

Recommended Action
Approve

Analysis
Prairie Lakes Golf Course utilizes GolfNow LLC to manage point of sale functions to include tee time management, membership offerings, and retail operations. The addition of the credit card processing module is required in order to ensure timely, accurate, and seamless processing of credit card transactions via the point of sale system.

Fees charged under this agreement are based on a percentage of sale plus a transaction fee. The fees established under the agreement provide for a discount fee of 2.40% for card present transactions and 2.90% for card not present transactions. Additionally a transaction fee of .10 cents for card present and .30 cents for card not present is charged for each transaction. While it is anticipated most transactions should be card present, for purposes of establishing a baseline estimate of fees, a blended rate was used. Based on estimated annual credit card sales volume of $1,125,000 and estimated transactional volume of 37,500, the blended rate and transaction fee is estimated at $37,313.

Local government code 252 provides an exemption from the competitive bid process when an item or service is available from only one source, of which GolfNow LLC is the sole vendor in providing credit card processing and merchant services for their GolfNow point of sale application.

This item was presented to the Finance and Government Committee on September 1, 2020 for their review and recommendation to the City Council.

Financial Consideration

Funding for an Agreement with GolfNow, LLC, for an estimated annual amount of $37,313, is available in the FY 2019/2020 Pooled Investment Fund, Cash & Debt Management (223810-61425). Funding for future fiscal years will be paid from that year's approved budgets.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Pooled Investments

AGENCY: Cash & Debt management

ACCOUNTING UNIT: 223810

AVAILABLE: 61425 Credit Card Service Charges
Account Code, Description, and amount available

STAFF CONTACT: Gary Yakesch

VENDOR NUMBER: XXXXX

VENDOR NAME: GolfNow LLC

CONTINGENCY: _____

City of Grand Prairie

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Legislation Details (With Text)

File #:	20-10305	**Version:**	1	**Name:**	Solid Waste Cost of Services Study
Type:	Agenda Item			**Status:**	Consent Agenda
File created:	8/20/2020			**In control:**	Environmental Services
On agenda:	9/1/2020			**Final action:**	
Title:	Agreement for Solid Waste and Recycling Hauling Cost of Service Study from NewGen Strategies & Solutions in the amount of $72,500 through a national interlocal agreement with HGAC				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SW CoS Study Expenditure Form.docx				

Date	Ver.	Action By	Action	Result

From
Bryce Davis, Purchasing Manager

Title
Agreement for Solid Waste and Recycling Hauling Cost of Service Study from NewGen Strategies & Solutions in the amount of $72,500 through a national interlocal agreement with HGAC

Presenter
Patricia D. B. Redfearn, Ph.D., Solid Waste and Recycling Manager

Recommended Action
Approve

Analysis
Since 1962, the company currently doing business as Republic Services of Arlington has provided solid waste collection services for the City of Grand Prairie. This has included both commercial and residential garbage, and since 2000, residential recycling. The residential collection service provided is twice weekly bag collection, while recycling is collected once per week from 18-gallon open-top bins.

The current franchise agreement between Republic Waste Services and the City, which expires October 17, 2028, allows a once per year request for a rate increase. Since 2009, the request has been made every year that the agreement was not up for renewal.

These requests are frequently made “across the board,” but in several years, they have been weighted heavier to the commercial and industrial customers in order to mitigate impact to the residential customers.

These rate increase requests must be evaluated by the City’s chief financial officer, who provides a recommendation about the merit of the request. Several documents are required to make this evaluation possible. Per the City Charter, these documents include, balance sheets, and income and expense statements for the past three years, a schedule of fixed assets, a schedule showing the effects of the proposed increase on the

revenues of the business and a schedule showing the known and measurable changes anticipated for the next fiscal year, which will affect revenues and expenses. In the 2009 franchise renewal, the requirement for an audit was removed. Since that time, it has been difficult to difficult to fully evaluate the need for the request against a preference for a particular rate of return and to separate expenses associated with service for Grand Prairie from others.

In late July 2020, Republic provided a proposal to the City for cart service for residential garbage and recycling hauling. The proposal potentially increases the imbalance of residential to commercial and industrial businesses in Grand Prairie. Cities facing decisions about potential changes to solid waste and recycling service frequently employ the services of a consulting firm for a Cost of Service Study. The goal of the study will be to develop a cost of service that provides a detailed cost allocation for each solid waste and recycling service provided to residential and commercial customers by Republic Services. The cost of service for each of these solid waste and recycling services will then be compared to the revenues realized by the rates charged for those respective services. Upon completion of the analysis, rate recommendations will be provided as necessary. The findings of the survey, combined with a citizen survey will be documented in a final report provided to City staff. This will aid in delivering a responsible recommendation to the City Council regarding the recent proposal. Recommended comparative costs for residential service will consider four options: trash in carts and recycling in bins, trash in bags and recycling in bins, trash in carts and recycling in carts and trash in bags and recycling in carts. Additionally, there will be guidance for balancing the rates charged for residential, commercial and industrial customers.

Chaper 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 lie 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 HGAC.

The H-GAC primarily offers products that are utilized in Public Safety, Public Works, and Communications, in addition to professional consulting, personnel and financing services. A wide variety of capital equipment is under contract, and through a unique feature of HGACBuy it can be customized through the use of published and unpublished options to fit your specifications and requirements.

HGAC Contract #HP10-17 was effective October 1, 2017 and set to expire July 31, 2021.

Financial Consideration

Funding for a Cost of Service Study to be performed by NewGen Strategies and Solutions, in the amount of $72,500, is available in the FY2019/2020 Solid Waste Operating budget 303510 by using available contingency (65120) in the amount of $67,000 and surplus salary savings (50020) $5,500.

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City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10310	**Version:**	1	**Name:**	Purchase and installation of U.S. Digital Design Fire Alerting System for new Fire Station 3
Type:	Agenda Item			**Status:**	Consent Agenda
File created:	8/20/2020			**In control:**	Engineering
On agenda:	9/1/2020			**Final action:**	
Title:	Purchase and installation of U.S. Digital Design Fire Alerting System for new Fire Station 3 from DFW Communications, Inc. DBA Crosspoint Communications in the amount of $52,255.56 through a national interlocal agreement with BuyBoard				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	WO 618.04.xlsx				

Date	Ver.	Action By	Action	Result

From
Max

Title
Purchase and installation of U.S. Digital Design Fire Alerting System for new Fire Station 3 from DFW Communications, Inc. DBA Crosspoint Communications in the amount of $52,255.56 through a national interlocal agreement with BuyBoard

Presenter
Andy Henning, Senior Building and Construction Projects Manager

Recommended Action
Approve

Analysis
Grand Prairie's new Fire Station 3 facility will include critical fire alerting equipment consisting of voice annunciation, light displays, visual display monitors and audible sounds and signaling. If approved, this agreement with Crosspoint Communications includes providing all equipment, installation labor, owner training, testing and commissioning of all systems to ensure proper operation.

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 cooperative agreement 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 non-profit groups across Texas.

BuyBoard contract #603-20 was effective April 1, 2020 for the term of years and will expire March 31, 2023 for Crosspoint Communications to provide equipment and installation labor for fire alerting systems.

Financial Consideration

Funding for the Purchase and installation of U.S. Digital Design Fire Alerting System for new Fire Station 3 from DFW Communications, Inc. DBA Crosspoint Communications, in the total amount of $52,256, is available in the Fire Capital Projects Fund (400591) WO #01800401-03 (Station Relocation 3)

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City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10312	**Version:**	1	**Name:**	Professional Contract with Priority Group, Inc. for TxDOT Coordination services on City Projects
Type:	Agenda Item			**Status:**	Consent Agenda
File created:	8/21/2020			**In control:**	Engineering
On agenda:	9/1/2020			**Final action:**	
Title:	Professional Contract with Priority Group, Inc. for engineering services for Texas Department of Transportation (TxDOT) coordination on City Projects with the combined costs not to exceed $35,000; the contract will be for one year with the option to renew for four additional one-year periods, not to exceed $175,000.00 cumulatively if all extensions are exercised and authorize the Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to $50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PGI HUB Certificate (7-28-20 to 7-28-24).pdf Priority Group DBE Certificate 2020.pdf				

Date	Ver.	Action By	Action	Result

From
Max

Title
Professional Contract with Priority Group, Inc. for engineering services for Texas Department of Transportation (TxDOT) coordination on City Projects with the combined costs not to exceed $35,000; the contract will be for one year with the option to renew for four additional one-year periods, not to exceed $175,000.00 cumulatively if all extensions are exercised and authorize the Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to $50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Presenter
Walter Shumac, Director of Transportation

Recommended Action
Approve

Analysis
Priority Group, Inc. provide professional engineering services and will serve as a liaison between the City of Grand Prairie and TxDOT relative to associated work between the two agencies.

Such work shall also include conducting plan set reviews and attending pertinent meetings on behalf of the City as directed and provide written reports of findings as requested by Staff.

Vendor is DBE and HUB certified.

Chapter 252, Section 22 of the Local Government Code allows for the exemption to competitive bidding when the expenditure is for Professional Services such as engineering services. Priority Group, Inc. engineering firm was selected as the most qualified professional due to their extensive TxDOT experience and has represented the City in previous years with numerous projects benefiting the City.

Contract will be effective as of October 1, 2020.

Financial Consideration

Funding for a Professional Contract with Priority Group, Inc, will be available in the Street Capital Projects Fund (400192) projects that are TxDOT related.

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GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1452418932200**
File/Vendor Number:	**495464**
Approval Date:	**28-JUL-2020**
Scheduled Expiration Date:	**28-JUL-2024**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

PRIORITY ENGINEERING INCORPORATED

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 31-JUL-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/19

1452418932200 495464
PRIORITY ENGINEERING INCORPORATED
3939 US HIGHWAY 80 E
SUITE 143 P
MESQUITE, TX 75150-3359

Disadvantaged Business Enterprise (DBE)
Priority Engineering Incorporated DBA
Priority Group

Priority Engineering Incorporated DBA Priority Group

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 541330: CIVIL ENGINEERING SERVICES

This Certification commences May 4, 2020 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: May 31, 2021
Issued Date: May 4, 2020
CERTIFICATION NO. BMDB11413N0521

Certification Administrator

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10313	**Version:**	1	**Name:**	T440 and T270 truck from MHC Kenworth-Dallas
Type:	Agenda Item			**Status:**	Consent Agenda
File created:	8/21/2020			**In control:**	Engineering
On agenda:	9/1/2020			**Final action:**	
Title:	Purchase of one (1) new Kenworth T440 6x4 truck ($133,389.82) with dump body, and one (1) new Kenworth T270 truck ($93,407.50) with dump body from Texas Kenworth Co dba MHC Kenworth-Dallas, respectively for a combined total of $226,797.32 through national interlocal agreements with BuyBoard and Sourcewell				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	361211 68320.doc				

Date	Ver.	Action By	Action	Result

From
Douglas "Bud" Taylor

Title
Purchase of one (1) new Kenworth T440 6x4 truck ($133,389.82) with dump body, and one (1) new Kenworth T270 truck ($93,407.50) with dump body from Texas Kenworth Co dba MHC Kenworth-Dallas, respectively for a combined total of $226,797.32 through national interlocal agreements with BuyBoard and Sourcewell

Presenter
Gabe Johnson, Director of Public Works

Recommended Action
Approve

Analysis
These vehicles will either replace existing vehicles in the fleet or add to the fleet according to the city replacement/improvement schedule. The purchase of the vehicles is possible due to current budgeted funds for other operating items being reduced due to inability to complete because of vendor restrictions/shut downs caused by COVID and staff change reallocations for other tasks due to COVID.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in cooperative purchasing programs with other local governments or local cooperative organizations. In lieu of competitive bidding, items and services may be purchased through such agreements as they have performed the bidding processes by the sponsoring entities or agencies. The City of Grand Prairie utilizes existing master, inter-local cooperative agreements with various entities including the Buyboard and Sourcewell interlocal agreement.

Buyboard allows us to save money through "economies of scale", with the pooled purchasing power of their

members. They include hundreds of school districts, municipalities, counties, other local governments, and nonprofit entities across Texas. They use the power of numbers as leverage to get better prices with the same vendors we use now. A fee of $400 is due in order to use Buyboard contract # 601-19 effective date December 01, 2019 and expiring November 30, 2022. Sourcewell contract #081716-KTC was effective November 15, 2016 with a contract expiration date of November 15, 2020.

Financial Consideration

Funding for the Purchase of one (1) new Kenworth T440 6x4 truck ($133,389.82) with dump body, and one (1) new Kenworth T270 truck ($93,407.50) with dump body from Texas Kenworth Co dba MHC Kenworth-Dallas, respectively for a combined total of $226,798, is available in the FY 2019/2020 Water Wastewater Fund (361211-68320).

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City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10241	**Version:**	1	**Name:**	20142 - Water Utilities Design Build
Type:	Ordinance			**Status:**	Consent Agenda
File created:	8/5/2020			**In control:**	City Council
On agenda:	9/1/2020			**Final action:**	
Title:	Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction design-build contract with The Nay Company for the construction of Water Utilities Metal Fabrication Shop in the amount of $1,120,715, plus a 5% contingency amount of $56,036, for a total project cost of $1,176,751				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	620.92.pdf 20142 - Evaluation Workbook.pdf				

Date	Ver.	Action By	Action	Result

From
Bryce Davis, Purchasing Manager

Title
Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction design-build contract with The Nay Company for the construction of Water Utilities Metal Fabrication Shop in the amount of $1,120,715, plus a 5% contingency amount of $56,036, for a total project cost of $1,176,751

Presenter
Gabe Johnson, Public Works Director

Recommended Action
Approve

Analysis
This prefabricated metal building with concrete foundation will be used by Public Works Water Utilities for their metal fabrication shop. The building will be approximately 8,000 square feet and include basic amenities such as an office, bathroom, and parts room with mezzanine for storage above. The facility will be located at the Water Utilities' Small Hill location.

Per Texas Government Code Title 10, Subtitle F, Chapter 2269, Subchapter G: A design-build contract must be awarded to one Design-Build Entity (DBE) following a two-step process. Step 1, Request for Qualifications (RFQ), qualifying up to five DBEs to participate in Step 2, Request for Proposals (RFP), and submittal of cost proposals to achieve the City's design criteria. The City then shall first attempt to negotiate a contract with the selected firm. If the City is unable to negotiate a satisfactory contract with the selected firm, the City shall, formally and in writing, end all negotiations with that firm and proceed to negotiate with the next firm in the order of the selection ranking until a contract is reached or negotiations with all ranked firms end.

Notice of Request for Qualifications #20142 was advertised in the Star Telegram, PublicPurchase.com, and distributed to 54 vendors and 178 HUB vendors. There were eight Grand Prairie vendors available for this commodity, none submitting bids. Four submittals were received as shown on attachment A, one considered non-responsive. The top two DBEs were invited to participate in Step 2 (The Nay Company; CVAL Innovations).

The Step 1 & 2 submittals received from The Nay Company meet specifications and are recommended for award.

Per Texas Government Code, Sec. 2269.305, Gabriel Johnson P.E., Public Works Director, shall be the City's designated engineer to act as the City's representative for the duration of this project.

Financial Consideration

Funding in the total amount of $1,176,751 is available as follows:
1. **$543,938** is available in Water Capital Projects Fund (500592) WO #02009203 (FY20 Beltline Facility Improvements)
2. **$632,813** is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Water Capital Projects Fund (500592) to WO #02009203 (FY20 Beltline Facility Improvements)

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2019/2020 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING $632,813 FROM THE UNOBLIGATED FUND BALANCE IN THE WATER CAPITAL PROJECTS FUND (500592) TO WO #02009203 (FY20 BELTLINE FACILITY IMPROVEMENTS)

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

SECTION 1. THAT THE FY 2019/2020 Capital Improvement Projects Budget be amended by transferring and appropriating $632,813 from the unobligated fund balance in the Water Capital Projects Fund (500592) to WO #02009203 (FY20 Beltline Facility Improvements)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 1, 2020.

CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 500592 / 02009203
Project Title: FY20 Beltline Facility Improvements
Current Request: $632,813.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
63070 Furniture and Fixtures	$46,751	$1	$0	$1	$46,751
68014 HVAC	$70,913	$0	$0	$0	$70,913
68385 Bldg Mgmt System	$64,495	$0	$0	$0	$64,495
68540 Construction	$913,191	$543,938	$632,813	$1,176,751	$1,546,004
68560 Eng/Con/Geo	$4,650	$0	$0	$0	$4,650
				$0	$0
				$0	$0
TOTAL	**$1,100,000**	**$543,939**	**$632,813**	**$1,176,752**	**$1,732,813**

Evaluation Score Card WATER UTILITIES METAL PREFABRICATED BUILDING RFQ # 20142 - **Step 1** Qualification Submissions		*Recommended for Award* The Nay Co Waxahachie, TX	CVAL Innovations Dallas, TX	PRIM Construction Fort Worth, TX	Alliance Geotechnical Group Dallas, TX
Evaluation Criteria	**Maximum Score**	**Score**	**Score**	**Score**	**Score**
Firm's prior Design-Build experience with projects of similar size, scope, and scale	20.00	18.00	15.00	12.00	
Technical competency and capability to perform	20.00	16.00	16.00	12.00	
Capability/Capacity of Personnel to perform Design-Build projects of similar, size, scope, and scale	20.00	16.00	16.00	12.00	
Capability/Capacity of the Sub-consultants to perform Design-Build projects of similar, size, and	20.00	16.00	13.33	10.67	
References	20.00	18.00	18.00	8.85	
Total	**100.00**	**84.00**	**78.33**	**55.52**	**0.00**
Complete and accurate bid		✓	✓	✓	
Notes		1st	2nd; HUB Vendor	3rd	Non-responsive

Bid Tabulator: Bryce Davis
Bid Open Date: Tuesday, July 21, 2020

Submissions were publically opened and read at the City of Grand Prairie Office of the Purchasing Division at the time indicated above.

Evaluation Score Card WATER UTILITIES METAL PREFABRICATED BUILDING RFP # 20142 - **Step 2** Proposal Submissions	*Recommended for Award* The Nay Co Waxahachie, TX	CVAL Innovations Dallas, TX
Negotiation Criteria		
Cost / Guaranteed Maximum Price To include the extent proposals stay within budget/maximize the budget	Proposed GMP: $1,120,715	
Ability to meet City's design criteria Extent to which the DBE meets the City of Grand Prairie's needs	No design concerns. Alternates/Value Engineering proposed: - Fire Suppression System	
Interview (if held) With Project Team	N/A	
Negotiations Held	✓	
Notes	Reasonable cost and can meets design criteria; no interview needed	Per 2269.308 negotiations not held

Per Texas Government Code Title 10, Subtitle F, Chapter 2269, Subchapter G: Building Using Design-Build Method, The design-build contract must be awarded to one DBE following a two-step process. Step 1, Request for Qualifications (RFQ),will result in the City qualifying up to a maximum of five (5) DBEs who will be invited to participate in Step 2. Step 2 will consist of Request for Proposals. The City will begin contract negotiations with the top ranked DBE. shall first attempt to negotiate a contract with the selected firm. If the City is unable to negotiate a satisfactory contract with the selected firm, the governmental entity shall, formally and in writing, end all negotiations with that firm and proceed to negotiate with the next firm in the order of the selection ranking until a contract is reached or negotiations with all ranked firms end.

Legislation Details (With Text)

File #:	20-10301	**Version:**	1	**Name:**	Ordinance; Construction contract with La Banda, LLC for Dickey Road Storm Drain Improvements West of SW 3rd Street
Type:	Ordinance			**Status:**	Consent Agenda
File created:	8/20/2020			**In control:**	Engineering
On agenda:	9/1/2020			**Final action:**	
Title:	Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction contract with La Banda, LLC for Dickey Road Storm Drain Improvements West of S.W. 3rd Street in the total amount of $2,139,761; material testing with Team Consultants in the amount of $53,494; in-house engineering in the amount of $106,988; and 5% construction contract contingency in the amount of $106,988 for a total project cost of $2,407,231				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	4226-19.063_2020-08-19_Letter of Recommendation.pdf WO 619.64.xlsx WO 619.175 WTER.xlsx WO 619.176 WWST.xlsx				

Date	Ver.	Action By	Action	Result

From
Max

Title
Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction contract with La Banda, LLC for Dickey Road Storm Drain Improvements West of S.W. 3rd Street in the total amount of $2,139,761; material testing with Team Consultants in the amount of $53,494; in-house engineering in the amount of $106,988; and 5% construction contract contingency in the amount of $106,988 for a total project cost of $2,407,231

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

Recommended Action
Approve

Analysis
On Tuesday, August 18, 2020, the City of Grand Prairie opened bids for Dickey Road Storm Drain Improvements West of S.W. 3rd Street. The low bidder is La Banda, LLC in the total bid amount of $2,139,761.00.

This project was identified as part of the FY19 Capital Projects Budget and Capital Projects Plan for proposed drainage improvements extending from SW 3rd Street to Indian Hills Drive. During the design process it was determined that the existing water and wastewater mains were old and that it was prudent to replace the water main

(from SW 3rd Street to Shawnee Trace) and wastewater mains (from Dawson Circle to Ralph Street and at street crossings to connect to existing mains) in conjunction with the storm drain improvement project. The Dickey Road Storm Drain Improvements West of S.W. 3rd Street, project provides for underground storm drainage, water and wastewater improvements to replace old water and wastewater lines in Dickey Road and provides a 100-year storm capacity storm drainage system in Dickey Road between SW 3rd Street and Indian Hills Drive.

The Dickey Road Storm Drain Improvements West of S.W. 3rd Street project is part of the City-Wide Master Drainage Plan for storm drainage improvements in the Indian Hills area of the City.
This project provides for installation 1500 linear feet of 36-inch diameter reinforced concrete pipe, 2450 linear feet of 8-inch diameter water main pipe, 960 linear feet of 8-inch diameter wastewater main pipe, over 5600 square yards of concrete pavement panel replacement to ensure a good connection to existing pavement due to otherwise multiple cuts and existing pavement condition, 165 cubic yards of unclassified channel excavation, 12 street curb inlets with sizes ranging from 5 feet to 20 feet and other items necessary for construction as detailed in the plans and specifications owned properties.

Company	Base Bid	Total Bid
La Banda LLC	$2,139,761.00	$2,139,761.00
North Texas Contracting	$2,181,805.00	$2,181,805.00
SYB Construction Company, Inc.	$2,231,582.50	$2,231,582.50
Jackson Construction, Ltd.	$2,283,874.00	$2,283,874.00
SJ&J CONSTRUCTION, LLC	$2,451,191.00	$2,451,191.00
SEMA Construction, Inc.	$2,634,670.00	$2,634,670.00
BAR Constructors, Inc.	$2,951,280.00	$2,951,280.00
Excel Trenching	$3,110,095.00	$3,110,095.00

Construction of this project is scheduled to begin around the first week of October 2020 with projected completion around August 2021.

Financial Consideration

Funding in the total amount of **$2,407,231** is available as follows:

1. **$1,113,360** is available in Storm Drainage Capital Projects Fund (401592) WO #01906403 (Dickey Road Storm Drain Improvements)
2. **$373,125** is available in Water Capital Projects Fund (500592) WO #01917503 (Dickey Rd WTER)
3. **$529,830** is available by approving an ordinance appropriating and transferring from the unobligated fund balance in the Water Capital Projects Fund (500592) WO #01917503 (Dickey Rd WTER)
4. **$310,000** is available in Wastewater Capital Projects Fund (500692) WO #01917603 (Dickey Rd WWST)
5. **$80,916** is available by approving an ordinance appropriating and transferring from the unobligated fund balance in the Wastewater Capital Projects Fund (500692) WO #01917603 (Dickey Rd WWST)

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2019/2020 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING $373,125 FROM THE UNOBLIGATED FUND BALANCE IN THE WATER CAPITAL PROJECTS FUND (500592) WO #01917503 (DICKEY RD WTER) AND $80,916 FROM THE UNOBLIGATED FUND BALANCE IN THE WASTEWATER CAPITAL PROJECTS FUND (500692) WO #01917603 (DICKEY RD WWST)

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 $373,125 from the unobligated fund balance in the Water Capital Projects Fund (500592) WO #01917503 (Dickey Rd WTER)

SECTION 2. THAT THE FY 2019/2020 Capital Improvement Projects Budget be amended by transferring and appropriating $80,916 from the unobligated fund balance in the Wastewater Capital Projects Fund (500692) WO #01917603 (Dickey Rd WWST)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 1, 2020.

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Pacheco Koch

August 20th, 2020
PK No.: 4226-19.063

Mr. Romin A. Khavari, P.E., CFM
City Engineer
CITY OF GRAND PRAIRIE
Public Works Department
206 West Church Street
Grand Prairie, Texas 75053-4045

Re: **W.O. #619.64**
Dickey Road Storm Drain Improvements
West of S.W. 3rd Street
Grand Prairie, Texas

Dear Mr. Khavari:

Bids for the referenced project were received and opened publicly on Tuesday, August 18, 2020 at 10:30 a.m. at the City of Grand Prairie. A total of eight (8) bids were received. Below is a summary of the bid tabulation from low to high.

Contractor	Pre-Bid Attendance	Addendum 1	Total Bid
La Banda LLC	Y	Y	$2,139,761.00
North Texas Contracting	Y	Y	$2,181,805.00
SYB Construction Company, Inc	Y	Y	$2,231,582.50
Jackson Construction, Ltd.	Y	Y	$2,283,874.00
SJ&J CONSTRUCTION, LLC	Y	Y	$2,451,191.00
SEMA Construction, Inc.	Y	Y	$2,634,670.00
BAR Constructors, Inc.	Y	Y	$2,951,280.00
Excel Trenching	Y	Y	$3,110,095.00

The total Engineer's opinion of probable construction costs was two Million and two hundred ninety thousand dollars ($2,290,000.00) for the project. La Banda LLC was the low bidder with a total bid of two million, one hundred thirty-nine thousand, and seven hundred sixty-one dollars $2,139,761.00). We checked the bids for errors and omissions and found none.

We have reviewed La Banda LLC along with their qualifications, Financial statements for 2019, references and company profile information. We contacted the following references for La Banda LLC and received favorable reviews for the work they have performed and/or currently performing for these entities on similar type projects. All responded that La Banda LLC's quality of work is good and satisfactory, and they are responsive. All expressed willingness to work with them again.

Project	Owner	Owner Contact	Contact Phone No.
Sylvan Avenue Improvements ($1,461,387.11)	City of Dallas	Demetrio Saenz	214-948-4034
Lakeshore and Summit Drainage Improvements ($3,334,900.70)	City of Rockwall	James Palmer	469-974-1773
Howard Street Improvement ($1,430,296.00)	City of Royse City	Dario Lopez	972-524-4843

Based on our evaluation, we have found nothing significant to warrant the disqualification of La Banda LLC and therefore recommend that the project consisting of W.O. #619.64 - Dickey Road Storm Drain Improvements be awarded to La Banda LLC. Attached is the final bid tabulation.

Sincerely,

Ryan P. Mortensen, P.E., CFM

RPM/jmc
4226-19.063_Letter of Recommendation

Attachment: Dalworth Drainage Bid Tabulation

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10237	**Version:**	1	**Name:**	Republic Services Rate Increase Request
Type:	Ordinance			**Status:**	Consent Agenda
File created:	8/4/2020			**In control:**	Environmental Services
On agenda:	9/1/2020			**Final action:**	
Title:	First reading of an ordinance modifying the solid waste collection franchise agreement with Republic Waste Services of Texas Ltd., dba Republic Services of Arlington to include a $0.22 rate increase to residential service, per household, per month, and an increase to industrial charges limited to increasing the roll-off and packer delivery fee to $71.00, increasing the roll-off and packer haul rate to $154.50, and increasing the roll-off and packer disposal rate to $37.65				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

From
Patricia D. B. Redfearn, Ph.D

Title
First reading of an ordinance modifying the solid waste collection franchise agreement with Republic Waste Services of Texas Ltd., dba Republic Services of Arlington to include a $0.22 rate increase to residential service, per household, per month, and an increase to industrial charges limited to increasing the roll-off and packer delivery fee to $71.00, increasing the roll-off and packer haul rate to $154.50, and increasing the roll-off and packer disposal rate to $37.65

Presenter
Patricia D. B. Redfearn, Ph.D

Recommended Action
Approve

Analysis
Since 1962, the company, currently doing business as Republic Services of Arlington has provided solid waste collection services for the City of Grand Prairie. The current franchise agreement between Republic Waste Services and the City allows a once-per-year request for a rate increase provided that it can be justified by the Director of Finance. The proposed franchise agreement modification will allow for a $0.22 increase to the cost of residential collection service, per household, per month, and an increase to industrial charges limited to an increase in the roll-off and packer delivery fee to $71.00, an increase to the roll-off and packer haul rate to $154.50, and an increase to the roll-off and packer disposal rate to $37.65, while leaving all other commercial charges unchanged.

Financial Consideration

Funding for the increase for residential solid waste customers is in the FY 2020/2021 Proposed Solid Waste Operating Fund Budget.

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT BETWEEN THE CITY OF GRAND PRAIRIE (CITY) AND REPUBLIC WASTE SERVICES OF TEXAS LTD., DBA REPUBLIC SERVICES OF ARLINGTON (FRANCHISEE) TO ALLOW A RATE INCREASE OF $0.22 TO THE RESIDENTIAL SOLID WASTE RATE, PER HOUSEHOLD, PER MONTH, AND AN INCREASE TO INDUSTRIAL CHARGES LIMITED TO INCREASING THE ROLL-OFF AND PACKER DELIVERY FEE TO $71.00, INCREASING THE ROLL-OFF AND PACKER HAUL RATE TO $154.50, AND INCREASING THE ROLL-OFF AND PACKER DISPOSAL RATE TO $37.65, WHILE LEAVING ALL OTHER COMMERCIAL CHARGES UNCHANGED; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the CITY entered into a ten year franchise agreement with Republic Waste Services of Texas LTD on October 17, 2018;

WHEREAS, the FRANCHISEE submitted a rate increase request to provide Solid Waste collection and disposal within the CITY;

WHEREAS, the CITY has determined that the proposed rate increase submitted by the FRANCHISEE is in the best interest of the CITY; and

WHEREAS, it is necessary for the CITY to promote, preserve and protect the public health of its citizens;

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

SECTION 1.
That Attachment A of the solid waste and disposal franchise agreement entered into between the City of Grand Prairie and Republic Waste Services of Texas LTD on October 17, 2018 shall be amended to read as follows:

"SOLID WASTE AND DISPOSAL FRANCHISE AGREEMENT BY AND BETWEEN THE CITY OF GRAND PRAIRIE, TEXAS AND REPUBLIC WASTE SERVICES OF TEXAS, LTD., DBA REPUBLIC SERVICES OF ARLINGTON

ATTACHMENT A - RATE SHEET
EFFECTIVE OCTOBER 1, 2020

Residential Rates

Service type	Rate
Residential Curbside Services Franchise Collection Rate	$ 7.67
Commercial Hand Collect Trash Franchisee Collection Rate	$ 9.87 per billable unit

Commercial Hand Collect Recycle Franchisee Collection Rate	$ 2.90 per billable unit
Commercial Cart Collection Rate - One Cart	$29.19
Commercial Cart Collection Rate - Two Carts	$39.41

Collector Disposal Rate $30.00 per ton

COMMERCIAL FRONT-LOAD RATES							
SIZE	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	EXTRA
2 YD	$ 80.64	$ 124.33	$ 171.15	$ 196.52	$ 274.00	$ 356.10	$ 23.18
4 YD	$ 124.33	$ 184.30	$ 253.41	$ 324.11	$ 396.36	$ 517.60	$ 32.57
8 YD	$ 184.30	$ 310.36	$ 381.23	$ 495.07	$ 625.68	$ 791.62	$ 54.44
4 YD PKR	$ 161.72	$ 323.42	$ 483.62	$ 649.94	$ 810.14	$ 971.85	$ 35.28
6 YD PKR	$ 241.79	$ 485.20	$ 730.04	$ 971.85	$ 1,215.25	$ 1,458.57	$ 53.02
8 YD PKR	$ 319.91	$ 642.96	$ 961.36	$ 1,283.42	$ 1,605.92	$ 1,924.34	$ 74.38
LANDFILL FEE PER TON - $37.30							

COMMERCIAL ROLL OFF RATES

SIZE	TYPE	LEASE RATE	HAUL RATE
20 YD	OPEN TOP	$ 139.66	$ 154.50
30 YD	OPEN TOP	$ 175.61	$ 154.50
30 YD	CLOSED TOP	$ 298.06	$ 154.50
40 YD	OPEN TOP	$ 215.43	$ 154.50
30 YD	COMPACTOR	VARIABLE	$ 154.50
40 YD	COMPACTOR	VARIABLE	$ 154.50
LANDFILL FEE PER TON - $37.65			

OTHER CHARGES		
Containers with casters	$ 4.61	Per month
Containers inside fence	$ 1.53	Per pick-up per container
Additional yardage fee	$ 14.62	Per yard for overloaded dump
South of I-20 charge Front Lo	$ 15.29	Per month
South of I-20 charge Roll Off	$ 16.21	Per trip
Placement or Relocation fee	$ 71.00	
Obstruction Charge - Front L	Equal to extra dump fee for customer's container size	
Obstruction Charge - Roll Of	$ 71.63	
Deposit	Equal to one month's service plus taxes	

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BURNED CONTAINER FEES	
2 YARD	$ 67.04
4 YARD	$ 88.74
8 YARD	$ 113.17
20 YARD	$ 155.95
30 YARD	$ 229.39
40 YARD	$ 310.45

Late Fee: 1.75% of outstanding balance."

SECTION 2.

That this ordinance shall become effective on October 1, 2020.

FIRST READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 8, 2020.

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10306	**Version:**	1	**Name:**	Solid Waste Ordinance - Republic Rate Increase Request
Type:	Ordinance			**Status:**	Consent Agenda
File created:	8/20/2020			**In control:**	Environmental Services
On agenda:	9/1/2020			**Final action:**	
Title:	First reading of an ordinance of the City of Grand Prairie, Texas, amending Chapter 26, Utilities and Services," of the Code of Ordinance of the City of Grand Prairie, Texas by amendment of Article VI, "Garbage Collection and Disposal," Sections 26-113 Residential Fees, 26-115 Commercial Fees, and 26-117 Hauling By Individual; permit; making this amendment cumulative; repealing all ordinances in conflict herewith; providing a savings clause, severability clause, and a penalty clause; and providing for an effective, after publication, of October 1, 2020				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

From
Patricia D. B. Redfearn

Title
First reading of an ordinance of the City of Grand Prairie, Texas, amending Chapter 26, Utilities and Services," of the Code of Ordinance of the City of Grand Prairie, Texas by amendment of Article VI, "Garbage Collection and Disposal," Sections 26-113 Residential Fees, 26-115 Commercial Fees, and 26-117 Hauling By Individual; permit; making this amendment cumulative; repealing all ordinances in conflict herewith; providing a savings clause, severability clause, and a penalty clause; and providing for an effective, after publication, of October 1, 2020

Presenter
Patricia D. B. Redfearn, Ph.D., Solid Waste and Recycling Manager

Recommended Action
Approve

Analysis
Since 1962, the company currently doing business as Republic Services of Arlington has provided solid waste collection services for the City of Grand Prairie. The current franchise agreement between Republic Services and the City permits Republic Services to request fee increases. For FY2021, Republic Services is requesting an increase to the "per household/ per month" rate of $0.22. Republic is also requesting to increase the industrial disposal rate to $37.65, the industrial haul rate to $154.50 per haul and the industrial delivery fee to $71.00. This ordinance change will make these new rates effective October 1, 2020, after the second reading and approval.

Financial Consideration
There will be no impact on the City's budget, the rate is a pass through.

Body
AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING CHAPTER 26, "UTILITIES AND SERVICES" OF THE CODE OF ORDINANCES OF THE CITY OF GRAND PRAIRIE, TEXAS, BY THE AMENDMENT OF ARTICLE VI, "GARBAGE COLLECTION AND DISPOSAL," SECTIONS 26-113 RESIDENTIAL FEES, 26-115 COMMERCIAL FEES, AND 26-117 HAULING BY INDIVIDUAL; PERMIT; MAKING THIS AMENDMENT CUMULATIVE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE, AFTER PUBLICATION, OF OCTOBER 1, 2020

WHEREAS, the City has an interest in protecting public health through the proper collection and disposal of solid waste;

WHEREAS, the City has the authority to regulate residential and commercial solid waste collection rates;

WHEREAS, Republic Services has requested an increase in certain fees;

WHEREAS, increases to residential services and certain roll-off or compactor commercial services are reasonable and within the market range;
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. That Chapter 26, Article VI, "Garbage Collection and Disposal" Sections 26-113, 26-115, and 26 -117 are hereby amended to read as follows:

Sec. 26-113. - Residential fees.

(a) The collection and removal of garbage and trash in disposable containers from premises used for residential purposes shall be made two (2) times per week (and collection of recyclables shall be made one (1) time each week). The fair and reasonable charge for such service is hereby determined to be sixteen dollars and fifty-seven cents ($16.57) per residential unit for each calendar month, and the charges shall accrue for each month or portion thereof during which the service is available and provided to the customer. Eligible for a one-dollar ($1.00) discount are water account customers aged sixty-five (65) and older with the account in the senior citizen's
name and certified by ad valorem tax exemption, and permanently disabled customers eligible for transportation with city services for the disabled with the account in the disabled citizen's name. When a customer has an active water bill account with the city, the charges shall be due and payable simultaneously with charges for water service.

Residential curbside services franchise collection rate……$7.67

(b) Non-senior citizen residents and certified senior and disabled citizens with an active account who opted out

of the recycling program prior to July 31, 2000 shall be charged a fee of fourteen dollars and fifty-seven cents ($14.57) per residential unit for each calendar month, and the charges shall accrue for each month or portion thereof during which the service is available and provided to the customer. When a customer has an active water bill account with the city, the charges shall be due and payable simultaneously with charges for water service.

(c) A person who fails to pay residential solid waste fees shall be subject to the termination of collective service. Additionally, the failure to pay fees shall be an offense subject to the enforcement provisions contained in section 26-123.

Sec. 26-115. - Commercial fees.

(a) *Charges-Commercial Cart Service.* Commercial cart service is available to small commercial customers whose service address is located on Main Street or Jefferson Street. The fair and reasonable monthly charges for small commercial rolling carts are determined to be as follows:

Number of rolling carts emptied twice per week (maximum 2):
One cart $29.19
Two carts $39.41
(b) Charges Commercial Bag Service. Commercial bag service is available to small commercial customers who do not qualify for commercial cart service. Fair and reasonable charges for commercial bag service are hereby determined to be twenty-four dollars and nineteen cents ($24.19) for the first cubic yard or portion thereof and twelve dollars and twenty-eight cents ($12.28) for each additional cubic yard per month.

(c) *Charges-Commercial-type containers.* As an alternative to the collection methods and charges provided in subsection (a) above, commercial, institutional and industrial customers may dispose of garbage and trash by means of approved commercial-type containers. Additionally, multifamily residential complexes may employ commercial-type containers for garbage and trash collection in the same manner as commercial, institutional and industrial customers. For the purposes of this section only, town homes organized as nonprofit homeowner associations and consisting of a minimum of four hundred (400) dwelling units may be considered multifamily residential complexes when such nonprofit status has been verified by the city attorney and the finance director upon submittal by the nonprofit homeowners association of a full financial disclosure statement showing detailed revenues and expenses to demonstrate the nonprofit status of the association. "Town homes" means two (2) or more adjoining single-family attached dwellings in which there is a separate, real property interest in each dwelling unit and the common areas are owned by the nonprofit homeowners association or by each dwelling unit
owner through an undivided interest in common with all other dwelling unit owners.

(d) The fair and reasonable charges for commercial service are determined to be as following:
All charges provided are monthly charges unless specified otherwise.

Two (2) cubic yards-Dumps per week:

1 $ 80.64
2 $ 124.33
3 $ 171.15
4 $ 196.52
5 $ 274.00
6 $ 356.10

Extra $ 23.18

Four (4) cubic yards:
1 $ 124.33
2 $ 184.30
3 $ 253.41
4 $ 324.11
5 $ 396.36
6 $ 517.60
Extra $ 32.57

Eight (8) cubic yards:
1 $ 184.30
2 $ 310.36
3 $ 381.23
4 $ 495.07
5 $ 625.68
6 $ 791.62
Extra $ 54.44

Front loader packers:
Four (4) cubic yards:
1 $ 161.72
2 $ 323.42
3 $ 483.62
4 $ 649.94
5 $ 810.14
6 $ 971.85
Extra $ 35.28

Six (6) cubic yards:
1 $ 241.79
2 $ 485.20
3 $ 730.04
4 $ 971.85
5 $ 1,215.25
6 $ 1,458.57
Extra $ 53.02

Eight (8) cubic yards:
1 $ 319.91
2 $ 642.96
3 $ 961.36
4 $ 1,283.42
5 $ 1,605.92
6 $ 1,924.34
Extra $ 74.38

Roll-offs:

Twenty (20) cubic yards, roll-off:
Per pickup $ 154.50
Lease charge, per month $ 139.66

Thirty (30) cubic yards, roll-off (open top):
Per pickup $ 154.50
Lease charge, per month $ 175.61

Thirty (30) cubic yards, roll-off (closed top):
Per pickup $ 154.50
Lease charge, per month $ 298.06

Thirty (30) cubic yards-Compactor:
Per pickup $ 154.50
Lease charge, per month Variable

Forty (40) cubic yards, roll-off (open top):
Per pickup $ 154.50
Lease charge, per month $ 215.43

Forty-two (42) cubic yards-Compactor:
Per pickup $ 154.50
Lease charge, per month Variable

Additional charges:

Container with casters, per month $ 4.61
Container inside fence/container-pickup $ 1.53
Additional Yardage Fee $ 14.62 per yard for overflowing dumpster
South of I-20 Charge - Front loaders $ 15.29 per month
South of I-20 Roll-off $ 16.21 per trip
Placement or Relocation Fee $ 67.29
Obstruction Charge - Front load- Equal to extra dump fee for customers' container
Obstruction Charge - Roll Off $ 71.63

Containers that have been burned:

Yards	Fee	Yards	Fee
2	$67.04	30	$229.39
4	$88.74 40	40	$310.45
8	$113.17		
20	$155.95		

(e) *Obstruction charge.* The charge for an extra pickup will be assessed to all commercial accounts that have obstructions in front of containers on the day of pickup that result in return-trips, and also the same charge shall apply for containers being picked up for past due

billings.

(f) *Placement charge-Commercial-type containers.* There shall be a charge of seventy-one dollars ($71.00) for the original placement of a container and such charges shall apply if the container must be removed and replaced as result of nonpayment of the customer's bill.

(g) *Deposit.* There shall be a customer deposit for service in the amount of one (1) month's bill for service as determined by the agreement between customer and collector to provide service pursuant to this chapter.

(h) *Landfill fees.* Landfill fees for roll-off containers shall be thirty-seven dollars and sixty-five cents ($37.65) per ton, unless modified by a contract with the city.

(i) *Refund policy.* Household and commercial customers who have been charged by the City of Grand Prairie for the incorrect collection services rate may be credited for up to six (6) months of overcharges. The credit given will be the difference between the correct month rate and monthly rate actually charged and paid, multiplied by the number of months involved to a maximum of six (6) months. No credit will be given for overcharges that are more than twelve (12) months old.

Sec. 26-117. - Hauling by individual; permit.

(a) *Permit required:* This article shall not be construed to prohibit any person from disposing of such person's own garbage, trash or refuse from within the city or to prohibit any such person from utilizing the landfill facilities maintained by the city; provided, however, that before engaging in such activity, any such person shall make application to the city for a permit to do so; and, provided further, however, that such permit shall not be necessary in order for any regular customer of the city garbage department or its garbage disposal contractor/franchisee to dispose of such person's own garbage in order to expedite or facilitate the maintenance and the cleanliness of such person’s own premises. Such permit, if issued, shall be effective from January 31 to January 31, and each permit issued after that date will be prorated for the balance of the year.

(b) *Conditions of issuance:* Such permit shall not be issued unless:

(1) *Fee:* The applicant thereof pays a fee commensurate with the amount that would be charged for one (1) month's garbage collection service for the amount of garbage or rubbish proposed to be hauled or disposed of by the applicant as based on the charges hereinafter set out. The determination of the amount of the garbage to be hauled by the applicant shall be stated on the application, and shall be subject to the approval and/or revision upon inspection by the local regulatory authority at any time during the time such permit shall be in force.

(2) *Insurance:* The applicant has in force and effect a policy of public liability insurance, with the city named as coinsured, in an amount of not less than twenty thousand dollars ($20,000.00) for injury to one (1) person, twenty thousand dollars ($20,000.00) for injuries in any one (1) accident, and property damage insurance in an amount of not less than five thousand dollars ($5,000.00) for injuries or damages to any person arising from the use by applicant of the aforesaid dump ground facilities. The applicant shall furnish a certificate evidencing such insurance coverage, which shall provide that it shall not be cancelled except on ten (10) days' notice in writing to the city.

(3) *Hold harmless and indemnify:* The applicant shall sign an agreement to save and hold the city harmless from any and all claims, demands, causes of action or suits which may arise out of his operation of hauling his own garbage, trash and debris and shall indemnify the city for any loss which it may suffer from its activities hereunder, and it shall be no defense to this indemnity to

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contend or plead that the fault is that of the city, its agents or employees.

(c) *Independent school district exception:* Any independent school district located within the city which wishes to haul its own garbage shall comply with all conditions and requirements of this section and the city's ordinance related to the use of its landfill except for subsection (b)(2) requiring the provision of insurance.

(d) *Cancellation:* Any permit issued under the terms hereof shall be cancelled by the solid waste manager upon violation by the holder thereof of any of the terms of this section or of any other section of this Code relating to the hauling of garbage and trash.

SECTION 2. That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct, and independent provision and such holding shall not affect validity of the remaining portions thereof.

SECTION 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Grand Prairie, Texas, in the discharge of his duties, shall not thereby render himself personally liable, and he is hereby relieved from all personal liability for damage that may accrue to person or property as a result of any act required or permitted in the discharge of said duties.

SECTION 5. That Chapter 26, “Utilities and Services,” of the Code of Ordinances of the City of Grand Prairie, Texas, as amended shall be and remain in full force and effect save and except as amended by this Ordinance.

SECTION 6. That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas.

SECTION 7. That this ordinance shall be effective, after publication, on October 1, 2020.

FIRST READING OF THE ORDINANCE IS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 1, 2020.

Legislation Details (With Text)

File #:	20-10295	**Version:**	1	**Name:**	Atmos 2019 RRM Ordinance
Type:	Ordinance			**Status:**	Consent Agenda
File created:	8/18/2020			**In control:**	City Attorney
On agenda:	9/1/2020			**Final action:**	
Title:	Ordinance approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2020 Rate Review Mechanism filing				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibits A, B, C Attachments to Analysis Report				

Date	Ver.	Action By	Action	Result

From
Mark Dempsey, Deputy City Attorney

Title
Ordinance approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2020 Rate Review Mechanism filing

Presenter
Mark Dempsey, Deputy City Attorney

Recommended Action
Approve

Analysis
BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the

GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2020, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2019, entitled it to additional system-wide revenues of $141.2 million. Application of the standards set forth in ACSC's RRM Tariff required Atmos to reduce its request to $136.3 million, $98.7 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $111.5 million instead of the claimed $136.3 million. The amount of the $111.5 million deficiency applicable to ACSC members would be $80.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of $90 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2020. This should save ratepayers approximately $9 million such that the case is functionally equivalent to ACSC's consultants' recommendation of $80.8 million.

The Executive Committee recommends a settlement at $90 million. The Effective Date for new rates is December 1, 2020. ACSC members should take action approving the Resolution before November 1, 2020.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate $90 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Analysis. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $5.15 on a monthly basis, or 9.9 percent. The increase for average commercial usage will be $15.48 or 6.56 percent. A bill impact

comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2020, ACSC residents will maintain a slight economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to

establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $90 million from ACSC Cities.

5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.
9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage. December 1, 2020 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $141.2 million in additional system-

wide revenues, the RRM settlement at $90 million for ACSC Cities reflects substantial savings to ACSC Cities. ACSC's consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least $81 million. Settlement at $90 million (equivalent to $81 million with a two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before November 1, 2020. New rates become effective December 1, 2020.

Financial Consideration

None

Body

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Grand Prairie, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities

based on a test year ending December 31, 2019; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately $9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants' Report, which was $81 million; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The

powered by Legistar™

new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 9. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

Section 12. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 1, 2020.

Exhibit A
to 2020 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2020

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2020**	**PAGE:**

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 20.25 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 20.30 per month
Commodity Charge – All Ccf	$0.26651 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2020**	**PAGE:**

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 54.50 per month
Rider CEE Surcharge	$ 0.02 per month[1]
Total Customer Charge	$ 54.52 per month
Commodity Charge – All Ccf	$ 0.11728 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2020**	**PAGE:**

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4157 per MMBtu
Next 3,500 MMBtu	$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0653 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2020**	**PAGE:**

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2020**	**PAGE:**

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4157 per MMBtu
Next 3,500 MMBtu	$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0653 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2020**	**PAGE:**

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2020**	**PAGE:**

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the ith rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the ith schedule or classification.

HSF_i = heat sensitive factor for the ith schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the ith schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2020**	**PAGE:**

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	10.73	0.1545	94.79	0.7284
Austin	9.53	0.1489	211.76	0.9405
Dallas	15.77	0.1792	199.74	0.9385
Waco	9.99	0.1341	145.27	0.7110
Wichita Falls	11.61	0.1402	120.34	0.5747

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2020 RRM Resolution or Ordinance

Mid-Tex
2020 Benchmark for Pensions
and Retiree Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2019

		Shared Services		Mid-Tex Direct			
Line No.	Description	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	Adjustment Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2020 Willis Towers Watson Report as adjusted (1) (2) (3)	$ 3,460,135	$ 3,695,384	$ 6,132,704	$ 280,578	$ 4,992,449	
2	Allocation to Mid-Tex	43.29%	43.29%	76.59%	100.00%	76.59%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 1,497,774	$ 1,599,605	$ 4,697,072	$ 280,578	$ 3,823,744	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	$ 1,497,774	$ 1,599,605	$ 4,697,072	$ 280,578	$ 3,823,744	$ 11,898,774
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.55%	79.55%	37.83%	11.67%	37.83%	
11							
12							
13	Total Pension Account Plan	$ 1,191,410		$ 1,777,056			$ 2,968,466
14	Total Post-Employment Benefit Plan		$ 1,272,412			$ 1,446,647	2,719,060
15	Total Supplemental Executive Benefit Plan				$ 32,754		32,754
16	Total (Ln 13 + Ln 14 + Ln 15)	$ 1,191,410	$ 1,272,412	$ 1,777,056	$ 32,754	$ 1,446,647	$ 5,720,280
17							
18	Notes:						
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.						
20	2. Mid-Tex is proposing that the Fiscal Year 2020 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the						
21	benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods						
22	includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.						
23	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.						

Exhibit C
to 2020 RRM Resolution or Ordinance

Mid-Tex 2020 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2019
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount	Annual Amortization (1)	End of Year Rate Base Adjustment Amount (2)	Corrected Balance for December 31, 2017 (3)
	(a)	(b)	(c)	(d)	(e)
1	2017		$ -	$ 292,268,881	$ 292,268,881
2	2018	292,268,881	12,075,562	280,193,319	
3	2019	280,193,319	12,085,165	268,108,155	
4	2020	268,108,155	11,171,173	256,936,982	
5	2021	256,936,982	11,171,173	245,765,809	
6	2022	245,765,809	11,171,173	234,594,635	
7	2023	234,594,635	11,171,173	223,423,462	
8	2024	223,423,462	11,171,173	212,252,289	
9	2025	212,252,289	11,171,173	201,081,116	
10	2026	201,081,116	11,171,173	189,909,943	
11	2027	189,909,943	11,171,173	178,738,770	
12	2028	178,738,770	11,171,173	167,567,597	
13	2029	167,567,597	11,171,173	156,396,424	
14	2030	156,396,424	11,171,173	145,225,251	
15	2031	145,225,251	11,171,173	134,054,077	
16	2032	134,054,077	11,171,173	122,882,904	
17	2033	122,882,904	11,171,173	111,711,731	
18	2034	111,711,731	11,171,173	100,540,558	
19	2035	100,540,558	11,171,173	89,369,385	
20	2036	89,369,385	11,171,173	78,198,212	
21	2037	78,198,212	11,171,173	67,027,039	
22	2038	67,027,039	11,171,173	55,855,866	
23	2039	55,855,866	11,171,173	44,684,692	
24	2040	44,684,692	11,171,173	33,513,519	
25	2041	33,513,519	11,171,173	22,342,346	
26	2042	22,342,346	11,171,173	11,171,173	
27	2043	11,171,173	11,171,173	(0)	
28					
29	Revenue Related Tax Factor		7.16%	See WP_F-5.1	
30	Revenue Related Taxes on Annual Amortization		$ 799,924	Amortization * Tax Factor	
31	Amortization Including Revenue		$ 11,971,097	Amortization + Taxes	
32					

33 Notes:
34 1. The annual amortization of a 26 year recovery period is based on the
35 Reverse South Georgia Method.
36 2. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.
37 3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.

Attachment 1 to
Model Staff Report

2020 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Customer Class	Current	Proposed	Bills	Ccf/MmBtu	Current Revenues	Proposed Revenues	Increase
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	**Residential**							
2	Customer Charge	$ 19.55	$ 20.25	13,644,834		$ 266,756,505	$ 276,307,889	
3	Consumption Charge	0.17423	0.26651		608,491,998	106,017,561	162,169,202	
4	Revenue Related Taxes					26,692,882	31,397,617	
5	Total Class Revenue					$ 399,466,948	$ 469,874,708	$ 70,407,760
6								
7	**Commercial**							
8	Customer Charge	$ 46.50	$ 54.50	1,115,081		$ 51,851,267	$ 60,771,915	
9	Consumption Charge	0.09924	0.11728		398,510,866	39,548,218	46,737,354	
10	Revenue Related Taxes					6,544,757	7,698,315	
11	Total Class Revenue					$ 97,944,242	$ 115,207,584	$ 17,263,342
12								
13	**Industrial & Transportation**							
14	Customer Charge	$ 845.50	$ 1,014.50	7,272		$ 6,148,476	$ 7,377,444	
15	Consumption Charge Tier 1	$ 0.3572	$ 0.4157		7,769,155	2,775,142	3,229,638	
16	Consumption Charge Tier 2	$ 0.2616	$ 0.3044		8,666,094	2,267,050	2,637,959	
17	Consumption Charge Tier 3	$ 0.0561	$ 0.0653		13,696,172	768,355	894,360	
18	Revenue Related Taxes					856,339	1,012,467	
19	Total Class Revenue					$ 12,815,362	$ 15,151,868	$ 2,336,505
20								
21	**Total Excluding Other Revenue**					$ 510,226,552	$ 600,234,159	$ 90,007,608
22								
23								
24	**Revenue Related Tax Factor**	7.1606%						

Attachment 2
to 2020 RRM Staff Report

Bill Impact

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.							Current	Proposed	Change
1	**Rate R @ 44.5 Ccf**								
2	Customer charge						$ 19.55		
3	Consumption charge	44.5	CCF	X $ 0.17423	=		7.75		
4	Rider GCR Part A	44.5	CCF	X $ 0.17750	=		7.90		
5	Rider GCR Part B	44.5	CCF	X $ 0.29953	=		13.33		
6	Subtotal						$ 48.53		
7	Rider FF & Rider TAX		$ 48.53	X 0.07161	=		3.48		
8	Total						$ 52.01		
9									
10	Customer charge							$ 20.25	
11	Consumption charge	44.5	CCF	X $ 0.26651	=			11.86	
12	Rider GCR Part A	44.5	CCF	X $ 0.17750	=			7.90	
13	Rider GCR Part B	44.5	CCF	X $ 0.29953	=			13.33	
14	Subtotal							$ 53.34	
15	Rider FF & Rider TAX		$ 53.34	X 0.07161	=			3.82	
16	Total							$ 57.16	$ 5.15
17									9.90%
18									
19	**Rate C @ 357.4 Ccf**						**Current**	**Proposed**	**Change**
20	Customer charge						$ 46.50		
21	Consumption charge	357.4	CCF	X $ 0.09924	=		35.47		
22	Rider GCR Part A	357.4	CCF	X $ 0.17750	=		63.44		
23	Rider GCR Part B	357.4	CCF	X $ 0.20954	=		74.89		
24	Subtotal						$ 220.30		
25	Rider FF & Rider TAX		$ 220.30	X 0.07161	=		15.77		
26	Total						$ 236.07		
27									
28	Customer charge							$ 54.50	
29	Consumption charge	357.4	CCF	X $ 0.11728	=			41.91	
30	Rider GCR Part A	357.4	CCF	X $ 0.17750	=			63.44	
31	Rider GCR Part B	357.4	CCF	X $ 0.20954	=			74.89	
32	Subtotal							$ 234.74	
33	Rider FF & Rider TAX		$ 234.74	X 0.07161	=			16.81	
34	Total							$ 251.55	$ 15.48
35									6.56%

36	**Rate I @ 4143 MMBTU**							Current	Proposed	Change	
37	Customer charge							$ 845.50			
38	Consumption charge	1,500	MMBTU	X	$	0.3572	=	535.80			
39	Consumption charge	2,643	MMBTU	X	$	0.2616	=	691.54			
40	Consumption charge	0	MMBTU	X	$	0.0561	=	-			
41	Rider GCR Part A	4,143	MMBTU	X	$	1.7334	=	7,182.31			
42	Rider GCR Part B	4,143	MMBTU	X	$	0.4531	=	1,877.54			
43	Subtotal							$ 11,132.69			
44	Rider FF & Rider TAX		$ 11,132.69	X	0.07161		=	797.17			
45	Total							$ 11,929.86			
46											
47	Customer charge								$ 1,014.50		
48	Consumption charge	1,500	MMBTU	X	$	0.4157	=		623.55		
49	Consumption charge	2,643	MMBTU	X	$	0.3044	=		804.68		
50	Consumption charge	0	MMBTU	X	$	0.0653	=		-		
51	Rider GCR Part A	4,143	MMBTU	X	$	1.7334	=		7,182.31		
52	Rider GCR Part B	4,143	MMBTU	X	$	0.4531	=		1,877.54		
53	Subtotal								$ 11,502.58		
54	Rider FF & Rider TAX		$ 11,502.58	X	0.07161		=		823.65		
55	Total								$ 12,326.23	$ 396.37	
56											3.32%
57	**Rate T @ 4143 MMBTU**							Current	Proposed	Change	
58	Customer charge							$ 845.50			
59	Consumption charge	1,500	MMBTU	X	$	0.3572	=	535.80			
60	Consumption charge	2,643	MMBTU	X	$	0.2616	=	691.54			
61	Consumption charge	0	MMBTU	X	$	0.0561	=	-			
62	Rider GCR Part B	4,143	MMBTU	X	$	0.4531	=	1,877.54			
63	Subtotal							$ 3,950.38			
64	Rider FF & Rider TAX		$ 3,950.38	X	0.07161		=	282.87			
65	Total							$ 4,233.25			
66											
67	Customer charge								$ 1,014.50		
68	Consumption charge	1,500	MMBTU	X	$	0.4157	=		623.55		
69	Consumption charge	2,643	MMBTU	X	$	0.3044	=		804.68		
70	Consumption charge	0	MMBTU	X	$	0.0653	=		-		
71	Rider GCR Part B	4,143	MMBTU	X	$	0.4531	=		1,877.54		
72	Subtotal								$ 4,320.27		
73	Rider FF & Rider TAX		$ 4,320.27	X	0.07161		=		309.36		
74	Total								$ 4,629.63	$ 396.38	
75											9.36%

Attachment 3
to 2020 RRM Staff Report

RRM Monthly Savings Over GRIP and DARR Rates

ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE RATE COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019

	ACSC Settled	DARR Filing	ATM Filing	Environs Filing
Cust Charge	$20.25	$23.75	$26.40	$24.60
Monthly Ccf	44.5	44.5	44.5	44.5
Cons Charge	$0.26651	$0.19336	$0.14846	$0.18653
Average Mo Bill	$32.11	$32.35	$33.01	$32.90
		-$0.24	-$0.90	-$0.79

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10309	**Version:**	1	**Name:**	Ordinance; Construction Contract with Scott Dennett Construction, LC for HVAC Upgrades at The Warehouse event space located in The Epic
Type:	Ordinance			**Status:**	Consent Agenda
File created:	8/20/2020			**In control:**	Engineering
On agenda:	9/1/2020			**Final action:**	
Title:	Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction Contract with Scott Dennett Construction, LC in the amount of $277,409.62 for HVAC upgrades associated with The Warehouse event space located in The Epic along with a 5% construction contingency of $13,870.38 for a total funding request of $291,280				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	20-10309 The EPIC Warehouse				

Date	Ver.	Action By	Action	Result

From
Max

Title
Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction Contract with Scott Dennett Construction, LC in the amount of $277,409.62 for HVAC upgrades associated with The Warehouse event space located in The Epic along with a 5% construction contingency of $13,870.38 for a total funding request of $291,280

Presenter
Andy Henning, Senior Building and Construction Projects Manager

Recommended Action
Approve

Analysis
Costs above and beyond the construction contract value with Dennett Construction include previously approved design services contracts ($39,700), a design reimbursable expenses allowance ($2,500) and the five-percent (5%) construction contingency amount ($13,870.38), all of which are able to be covered within the remaining Epic construction funding with the total project cost equating to $333,480. The total project amount covers turnkey design and construction of all scope of work associated with The Warehouse HVAC upgrades.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In lieu of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency. The City of Grand Prairie has master interlocal cooperative agreements with various entities including The Interlocal Purchasing System (TIPS).

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

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

This item was taken to the Finance and Government Committee on September 1, 2020 for their review and recommendation for approval.

Financial Consideration

Funding for HVAC upgrades associated with The Warehouse event space located in The Epic, in the amount of $291,280, is available by approving an ordinance appropriating and transferring from the unobligated fund balance of the Epic Capital Projects Fund (320893) WO #02015503 (The EPIC Warehouse HVAC)

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2019/2020 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING $291,280 FROM THE UNOBLIGATED FUND BALANCE IN THE EPIC CAPITAL PROJECTS FUND (320893) TO WO #02015503 (THE EPIC WAREHOUSE HVAC)

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 $291,280 from the unobligated fund balance in the EPIC Capital Projects Fund (320893) WO #02015503 (The EPIC Warehouse HVAC).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 1, 2020.

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CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 320893-02015503
Project Title: The EPIC Warehouse HVAC
Current Request: $291,280.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
68540 Construction	$0	$0	$291,280	$291,280	$291,280
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
TOTAL	**$0**	**$0**	**$291,280**	**$291,280**	**$291,280**

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10308	**Version:**	1	**Name:**	Ordinance; Construction Contract with Scott Dennett Construction, LC for Warmack Library Parking Expansion
Type:	Ordinance			**Status:**	Consent Agenda
File created:	8/20/2020			**In control:**	Engineering
On agenda:	9/1/2020			**Final action:**	
Title:	Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction Contract with Scott Dennett Construction, LC in the amount of $268,822.60 for expansion of the existing parking at Warmack Library through a national interlocal agreement with TIPS; a 5% construction contingency of $13,440.40 and a third-party construction testing allowance of $6,000.00 for a total funding request of $288,263				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	WO 620.20.xlsx				

Date	Ver.	Action By	Action	Result

From
Max

Title
Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction Contract with Scott Dennett Construction, LC in the amount of $268,822.60 for expansion of the existing parking at Warmack Library through a national interlocal agreement with TIPS; a 5% construction contingency of $13,440.40 and a third-party construction testing allowance of $6,000.00 for a total funding request of $288,263

Presenter
Andy Henning, Senior Building and Construction Projects Manager

Recommended Action
Approve

Analysis
Costs above and beyond the construction contract value with Dennett Construction include a previously approved design services contract ($52,165.00); design contingency ($2,608.00); construction testing allowance ($6,000.00) and the five-percent (5%) construction contingency amount ($13,440.40), all of which equate to the total project cost of $343,036.00.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In lieu of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency. The City of Grand Prairie has master interlocal cooperative agreements

with various entities including The Interlocal Purchasing System (TIPS).

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

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

This item was taken to the Finance and Government Committee on September 1, 2020 for their review and recommendation for approval.

Financial Consideration

Funding in the total amount of **$288,263** is available as follows:
1. **$195,225** is available in the Library Capital Projects Fund (402093) WO #02002003 (Warmack Parking Lot & Lighting)
2. **$93,038** is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Capital Reserve Fund (402590) to the Library Capital Projects Fund (402093) WO #02002003 (Warmack Parking Lot & Lighting)

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2019/2020 CAPITAL IMPROVEMENT PROJECTS BUDGET BY APPROVING AN ORDINANCE TRANSFERRING AND APPROPRIATING $93,038 FROM THE UNOBLIGATED FUND BALANCE IN THE CAPITAL RESERVE FUND (402590), TO THE LIBRARY CAPITAL PROJECTS FUND (402093), WO #02002003 (WARMACK PARKING LOT & LIGHTING)

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

SECTION 1. THAT THE FY 2019/2020 be amended by approving an ordinance transferring and appropriating $93,038 from the unobligated fund balance in the Capital Reserve Fund (402590) to the Library Capital Projects Fund (402093) WO # 02002003 (Warmack Parking Lot & Lighting)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 1, 2020.