



# City of Grand Prairie

City Hall  
300 W. Main Street  
Grand Prairie, Texas

## Meeting Agenda

### City Council

Tuesday, September 1, 2020

5:00 PM

City Hall - Council Chambers  
300 Main Street

#### Call to Order

#### Staff Presentations

- 1      [20-10327](#)      COVID-19 Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer
- 2      [20-10184](#)      2021 Police Budget Summary - Chief Daniel Scesney
- 3      [20-10250](#)      Legislative Update and Agenda Review - Presented by Andrew Fortune, Manager of Legislative Affairs

#### Agenda Review

#### Executive Session

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

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

#### Recess Meeting

**6:30 PM Council Chambers**

**Invocation: Gerald Hodges, Community Inclusion Coordinator**  
**Pledge of Allegiance to the US Flag and to the Texas Flag led by Council Member Jeff Copeland**

**Presentations**

- 4      [20-10330](#)      TACVB Awards (Tourism Information Center) - Presented by Amy Sprinkles, Marketing, Communications and Libraries Director

**Consent Agenda**

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

- 5      [20-10329](#)      Minutes of the August 18, 2020 Council Meeting  
**Attachments:** [08-18-2020 Council Minutes](#)
- 6      [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](#)
- 7      [20-10314](#)      Ratify a two week extension of the three previous COVID-19 testing agreements in the amount not to exceed \$318,250; award a Price Agreement for COVID-19 Testing Services from TopCare Medical Group, Inc. (up to \$600,000 monthly) for four weeks with the option to renew for four additional four-week periods totaling \$3,000,000 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms.  
**Attachments:** [20161 - CC Exhibit.pdf](#)  
[20157 - CC Exhibit.pdf](#)
- 8      [20-10336](#)      Reject all Bids from RFB# 20157 for COVID-19 Testing Services  
**Attachments:** [20157 - CC Exhibit.pdf](#)

- 9      [20-10293](#)      Reject all bids for construction contract for the North Dallas Water Utilities (DWU) Water Vault Replacement (W.O. #619.108)
- 10     [20-10298](#)      Price Agreement for Thermal Temperature Screening Kiosks from RaptorPPE in the one-time amount of \$54,395  
**Attachments:** [20151 - CC Exhibit.pdf](#)
- 11     [20-10299](#)      Price Agreement for sanitizing and disinfecting services from All Clean Services, LLC (up to \$50,000 annually) for one year with the option to renew for four additional one year periods totaling \$250,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms  
**Attachments:** [20153 - CC Exhibit](#)
- 12     [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](#)
- 13     [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](#)
- 14     [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](#)
- 15     [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](#)

- 16      [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](#)
- 17      [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](#)
- 18      [20-10307](#)      Change Order/Amendment No. 2 with AUI Partners, LLC for Fire Station 3 in the amount of \$13,259.01 for owner contingency reimbursement, utility revisions, simplified electrical controls, natural gas line rerouting, site debris removal, electrical outlet labeling, plumbing revisions, structural concrete credit, concrete pier casing reconciliation and adjustment of the initial construction budget to align with funding available  
**Attachments:** [WO 618.04.xlsx](#)
- 19      [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](#)
- 20      [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](#)
- 21      [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](#)

- 22**      [20-10315](#)      Replacement of exterior security cameras at the City's Auto Pound facility: fiber optic labor will be procured through Gardner Telecommunications, Inc., (GTI) in the amount of \$25,350; electrical labor will be procured through Ed's Electric Service, in the amount of \$15,000; and camera parts and labor will be procured from Siemens Industry, Inc., in the amount of \$38,100, for an overall project cost of \$78,450  
**Attachments:** [Auto Pound Cameras - Eds Electric.pdf](#)  
[Auto Pound Cameras - GTI.pdf](#)  
[Auto Pound Cameras - Siemens.pdf](#)  
[Capital Project Budget Summary - Auto Pound Cameras.xlsx](#)
- 23**      [20-10316](#)      Change Order/Amendment No. 6 in the net amount of \$14,116 with Axis Contracting, Inc. for Intersection Improvements at three locations (Lone Star Parkway/S. Belt Line Road, Great Southwest Parkway/Lake Ridge Parkway, and Jefferson Street/ South Carrier Parkway intersections)  
**Attachments:** [WO 620.70.xlsx](#)
- 24**      [20-10335](#)      2021 City Council Meeting Schedule
- 25**      [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
- 26**      [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
- 27**      [20-10303](#)      Resolution authorizing the City Manager to execute a master interlocal purchasing agreement between the City of Grand Prairie and Denton County, Texas  
**Attachments:** [Interlocal Cooperative Purchasing Agreement - Grand Prairie.pdf](#)
- 28**      [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](#)

- 29**      [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](#)
- 30**      [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](#)
- 31**      [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](#)
- 32**      [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](#)

## Public Hearing Consent Agenda

- 33**      [20-10158](#)      Z200701/CP200701 - Zoning Change/Concept Plan - January Hill (City Council District 5). Zoning Change and Concept Plan for January Hill, a proposed development with Single Family Townhouse, Multi-Family, and General Retail Uses on 22.5 acres. Tracts 3.1, 3.4, 3.6 P H Ford Survey, Abstract No. 1711, Tracts 4.1, 4.2, 4.7, and 4.9, Joseph C Reed Survey, Abstract No. 1729, City of Grand Prairie, Dallas County, Texas, zoned PD-108, PD-196, SF-4, and GR, within the SH-161 Corridor Overlay District, and generally located west of SH-161 on the south side of January Ln. (On August 10, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

**Attachments:** [Exhibit A - Location Map.pdf](#)  
[Exhibit B - Concept Plan.pdf](#)  
[Exhibit C - Conceptual Renderings.pdf](#)  
[Attachment i - Proposed PD Standards.pdf](#)  
[PZ Draft Minutes 08-10-2020.pdf](#)

- 34**      [20-10221](#)      SU200802/S200802 - Specific Use Permit/Site Plan - Jack In The Box (City Council District Specific Use Permit and Site Plan for a 2,765 sq. ft. restaurant with a drive-through on 1.19 acres. Lot 4, Block B, Epic West Towne Crossing Phase 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364, within the SH 161 Corridor Overlay District, and addressed as 3146 S HWY 161. (On August 10, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

**Attachments:** [Exhibit A - Location Map.pdf](#)  
[Exhibit B - Site Plan.pdf](#)  
[Exhibit C - Landscape Plan.pdf](#)  
[Exhibit D - Building Elevations.pdf](#)  
[Exhibit E - Appendix F Menu Items.pdf](#)  
[Attachment i - Examples of Enhanced Landscape Area.pdf](#)  
[PZ Draft Minutes 08-10-2020.pdf](#)

### **Items for Individual Consideration**

- 35**      [20-10257](#)      Public Hearing on the FY 2020/2021 Operating Budgets
- 36**      [20-10258](#)      Public Hearing on the FY 2020/2021 Capital Improvement Projects Budgets

### **Citizen Comments**

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

### **Adjournment**

*Certification*

*In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the City Council agenda was prepared and posted August 28, 2020.*

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*Catherine E. DiMaggio, City Secretary*

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



Legislation Details (With Text)

**File #:** 20-10327      **Version:** 1      **Name:** COVID Update  
**Type:** Presentation      **Status:** Staff Presentations  
**File created:** 8/25/2020      **In control:** City Secretary  
**On agenda:** 9/1/2020      **Final action:**  
**Title:** COVID-19 Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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



Legislation Details (With Text)

**File #:** 20-10184      **Version:** 1      **Name:** 2021 Police Budget Summary  
**Type:** Presentation      **Status:** Staff Presentations  
**File created:** 9/1/2020      **In control:** Police  
**On agenda:** 9/1/2020      **Final action:**  
**Title:** 2021 Police Budget Summary - Chief Daniel Scesney  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Title  
2021 Police Budget Summary - Chief Daniel Scesney



Legislation Details (With Text)

**File #:** 20-10250      **Version:** 1      **Name:** Legislative Agenda Presentation  
**Type:** Presentation      **Status:** Staff Presentations  
**File created:** 8/7/2020      **In control:** City Secretary  
**On agenda:** 9/1/2020      **Final action:**  
**Title:** Legislative Update and Agenda Review - Presented by Andrew Fortune, Manager of Legislative Affairs  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Title  
Legislative Update and Agenda Review - Presented by Andrew Fortune, Manager of Legislative Affairs



Legislation Details (With Text)

**File #:** 20-10330      **Version:** 1      **Name:** CVB Awards  
**Type:** Presentation      **Status:** Presentations  
**File created:** 8/25/2020      **In control:** City Secretary  
**On agenda:** 9/1/2020      **Final action:**  
**Title:** TACVB Awards (Tourism Information Center) - Presented by Amy Sprinkles, Marketing, Communications and Libraries Director

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Title  
TACVB Awards (Tourism Information Center) - Presented by Amy Sprinkles, Marketing, Communications and Libraries Director



Legislation Details (With Text)

**File #:** 20-10329      **Version:** 1      **Name:** Minutes of the August 18, 2020 Meeting  
**Type:** Minutes      **Status:** Consent Agenda  
**File created:** 8/25/2020      **In control:** City Secretary  
**On agenda:** 9/1/2020      **Final action:**  
**Title:** Minutes of the August 18, 2020 Council Meeting  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [08-18-2020 Council Minutes](#)

Date	Ver.	Action By	Action	Result
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**From**

Cathy DiMaggio, City Secretary

**Title**

Minutes of the August 18, 2020 Council Meeting

**Presenter**

Cathy DiMaggio, City Secretary

**Recommended Action**

Approved

**Analysis**

Minutes are attached.



# City of Grand Prairie

City Hall  
300 W. Main Street  
Grand Prairie, Texas

## Minutes - Final

### City Council

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Tuesday, August 18, 2020

4:30 PM

City Hall - Council Chambers  
300 W. Main Street

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#### Call to Order

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

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

#### Staff Presentations

- 1 EMS 20th Anniversary - Presented by Chief Robert Fite  
  
*Chief Fite gave the history of Grand Prairie's EMS program and distributed a 20th anniversary memorial coin.*  
  
**Presented**
- 2 COVID-19 Update - Deputy City Manager Steve Dye  
  
*Deputy City Manager Steve Dye updated Council on the COVID-19 pandemic case numbers, testing and programs for assistance to small businesses and to citizens.*  
  
**Presented**
- 3 Community Inclusion - Deputy City Manager/Chief Operating Officer Steve Dye and Community Inclusion Coordinator Gerald Hodges  
  
*Gerald Hodges, Community Inclusion Coordinator, presented a newly created community inclusion initiative to Council.*  
  
**Presented**
- 4 Proposed Grand Connection Budget - Presented by Walter Shumac, Transportation Director  
  
*Tony Flowers, Grand Connection Manager, went over the transit system's FY2020-21 budget which included revenues from the FTA; TXDOT: Dallas County, City and fares. Mr. Flowers also reported on \$3.8 million in COVID-19 assistance for number of trips*

*lost because of social distancing.*

**Presented**

### **Agenda Review**

*Mayor Pro Tem Clemson asked if Council had questions on Items 6-17 on the Consent Agenda. There were no questions.*

### **Executive Session**

*Mayor Jensen convened a closed session at 5:33 p.m. pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., Section 551.072 "Deliberation Regarding Real Property" and Section 551.087 "Deliberations Regarding Economic Development Negotiations." The closed session was adjourned at 6:30 p.m.*

### **Recess Meeting**

**Mayor Jensen recessed the meeting at 6:30 p.m.**

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### **Reconvene Meeting**

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**Mayor Jensen reconvened the meeting at 6:35 p.m.**

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

### **Presentations**

- 5** Announcement of the 2020 Governor's Community Achievement Award -  
Presented by Dr. Patricia Redfearn

*Patricia Redfearn, Solid Waste Manager, introduced Timothy Hamilton, Keep Texas Beautiful Board Member. Mr. Hamilton said Grand Prairie received first place in its population category and will receive a \$310,000 award.*

**Presented**

### **Consent Agenda**

**Mayor Pro Tem Clemson moved, seconded by Deputy Mayor Pro Tem Swafford, to approve Items 6 through 17 on the Consent Agenda. The motion carried unanimously.**

- 6** Minutes of the August 4, 2020 Council Meeting

**Approved on the Consent Agenda**

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

**Approved on the Consent Agenda**

- 8 Price Agreement for mowing of TxDOT ROW (Right-of-Way) from Hancock Glen (up to \$84,211.88 annually) for one year with the option to renew for four additional one-year periods totaling \$421,059.40 if all extensions are exercised; and award a secondary mowing agreement to Lawn Patrol Service (up to \$109,704.10 annually) to be used only if the primary contract agreement is unable to fulfill the needs of the City and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

**Approved on the Consent Agenda**

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

**Approved on the Consent Agenda**

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

**Approved on the Consent Agenda**

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

**Approved on the Consent Agenda**

- 12 Grand Prairie Sports Facilities Development Corporation, Board of Directors  
Appointment of President  
**Approved on the Consent Agenda**
- 13 Final Reconciliation Amendment (Change Order) No.2 to construction contract with Gra-Tex Utilities for Miscellaneous Water and Wastewater Improvements in the net total negative amount of (\$86,670.15)  
**Approved on the Consent Agenda**
- 14 Three extended warranty agreements for three Caterpillar equipment's powertrain and/or hydraulics at the landfill from Holt Texas, Ltd. DBA Holt CAT in the one-time cost of \$64,617.90, through a national inter-local agreement with BuyBoard  
**Approved on the Consent Agenda**
- 15 Resolution authorizing the City Manager, or his designee, of the City to create Grand Prairie PFC, a Public Facility Corporation  
**Adopted**  
Enactment No: RES 5103-2020
- 16 Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget for the purchase of GETAC body cameras along with In-Car video equipment from Trinity Innovative Solutions in the amount of \$67,150.02 through the Texas DIR-TSO-4075 State contract  
**Adopted**  
Enactment No: ORD 10871-2020
- 17 Ordinance amending the FY 2019/2020 Capital Improvement Projects Fund; Inter-local Agreement for Cost Sharing of Sales Tax Advocacy & Consultation from Castle Group, a coalition of cities, in an amount not to exceed \$150,000, with an expiration date of June 1, 2021  
**Adopted**  
Enactment No: ORD 10872-2020

### **Public Hearing on Zoning Applications**

- 18 S200703 - Site Plan - Jefferson at Grand Prairie (City Council District 6). Site Plan for a multi-family development with 23.03 dwelling units per acre on 16.5 acres. Tract 17, Stephen B McCommas Survey, Abstract No. 888, City of Grand Prairie, Dallas County, Texas, zoned PD-400, within the I-20 Corridor Overlay District, generally located south of I-20 on the west side of Vineyard Rd, and

addressed as 1225 W Interstate 20. (On July 27, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 9-0).

*Savanna Ware, Chief City Planner, reviewed Case S200703 for 380 units and 14 buildings. Ms. Ware went over variances and the amenities that offset some of the variances. She said that with the added amenities, staff recommended approval of this case. The Planning and Zoning Commission approved with staff recommendations.*

*Council Member Giessner asked for clarification that there was only an emergency exit onto Vineyard. Ms. Ware confirmed that. Council Member Giessner asked if the access through the development to the pond area had been changed to a gate with a fob. Ms. Ware replied that was correct. Council Member Humphreys said he was concerned with not having enough parking. Ms. Ware said the applicant had met the minimum parking requirements; the variance was for garage and covered parking. Council Member Lopez asked about the exit from retail onto Vineyard. Ms. Ware said that would be left turn only. Council Member Lopez asked what would happen if people parked on Vineyard. Mayor Jensen commented that Vineyard was not big enough to park on. The Transportation Department and Police Department would need to monitor. Council Member Copeland asked if the developer would be providing a unit for police. The applicant replied that there would be a unit for police.*

**Council Member Wooldridge moved, seconded by Council Member Copeland, to close the public hearing and approve Case S200703. The motion carried unanimously.**

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

## Items for Individual Consideration

19

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

**Mayor Pro Tem Clemson moved, seconded by Council Member Humphreys, to close the public hearing and approve the FY2021 Trans Grant Application. The motion carried unanimously.**

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

**Citizen Comments**

*Harold Willis, 538 Linly, spoke regarding the 20th anniversary of Grand Prairie's ambulance service.*

*Melissa Ford, 2222 Houston, said a stereo store near her played music very loud.*

**Adjournment**

**Mayor Jensen adjourned the meeting at 7:08 p.m.**

*The foregoing minutes were approved at the September 1, 2020 Council meeting.*

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*Catherine E. DiMaggio, City Secretary*



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.pdf](#)  
[20040 - CC Exhibit - AMI Annual Maintenance & Equipment.pdf](#)  
[361010-68280.pdf](#)  
[20040 - Itron Contract Exhibit A.PDF](#)

Date	Ver.	Action By	Action	Result
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**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 extend 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**

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

**New Contract #20040**

<u>Hardware, equipment, parts</u>	<u>Contract Value</u>	<u>To be paid by Water Department</u>
FY20-21, 15-month term	\$336,420.94	
FY22	\$268,816.87	
FY23	\$267,618.79	
FY24	\$268,499.73	
<u>FY25</u>	<u>\$269,424.71</u>	
<u>Subtotal:</u>	<u>\$1,410,601.04</u>	

<u>Network-as-a Service Annual Maintenance</u>		<u>To be paid by IT Department</u>
FY20-21	\$98,993.64	
FY22	\$102,735.82	
FY23	\$107,872.61	
FY24	\$113,266.24	
<u>FY25</u>	<u>\$118,929.56</u>	
<u>Subtotal:</u>	<u>\$541,797.87</u>	

**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
<u>FY25</u>	<u>\$83,772.19</u>
<u>Subtotal:</u>	<u>\$394,222.08</u>

**New Contract Grand Total** **\$2,346,620.99** **\*if all extensions are exercised**

**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.

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

Fund/Activity Account: 500592 / 02009903  
 Project Title: FY20 AMI Meter Maintenance  
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Water Meters Maint (63100)	\$110,000	\$110,000	\$0	\$110,000	\$110,000
Computer Software Maint(63165	\$90,000	\$90,000	\$0	\$90,000	\$90,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$200,000</b>



**5-Year Estimated Costs**  
 AMI Annual Maintenance & Equipment  
 File # 20040

Item	Description	QTY	Years	Unit Price	Escalator	Initial 15-month Term July '20 - Sept '21		Year 2	Year 3	Year 4	Year 5
						FY20	FY21	FY22	FY23	FY24	FY25
<b>Software-as-a-Service, and Annual Maintenance</b>											
1	Software FCS SFTW, 25001-50000 Endpoints, Electronic Delivery	1	5	3,104.19	5%		3,104.19	3,259.40	3,422.37	3,593.49	3,773.16
2	Software Itron Analytics SaaS	1	5	33,884.91	5%		33,884.91	35,579.16	37,358.11	39,226.02	41,187.32
3	Software Itron Analytics Customer Portal SaaS	1	5	12,447.52	5%		12,447.52	13,069.90	13,723.39	14,409.56	15,130.04
4	Software Network Software SaaS	1	5	48,407.02	5%		48,407.02	50,827.37	53,368.74	56,037.18	58,839.04
NEW	Software Itron Mobile Subscription (One Time Fees + Services)	1	One-Time	1,150.00	NA		1,150.00				
NEW	Software Itron Mobile Subscription (Annual Subscription)	1	5	840.00	5%		840.00	882.00	926.10	972.41	1,021.03
<b>SaaS Subtotal</b>							<b>98,993.64</b>	<b>102,735.82</b>	<b>107,872.61</b>	<b>113,266.24</b>	<b>118,929.56</b>
5	Hardware FC300 Multi Dock	2	2	226.77	5%		453.54	119.06	Itron will no longer offer prepurchased maintenance programs for FC300's after Dec. 31, 2021		
6	Hardware FC300 Multi Dock	1	2	275.90	5%		275.90	72.43			
7	Hardware FC300 Sread Radio, Imager, GPS	10	2	545.67	5%		5,456.70	1,432.39			
8	Hardware FC300 Sread Radio, Imager, GPS	3	2	524.68	5%		1,574.04	413.19			
9	Hardware MC3 RF	1	5	2,861.91	5%		2,861.91	3,005.01			
10	Hardware CCU100, INT WAN and GPS	11	5	136.28	5%		1,499.08	1,574.03	1,652.74	1,735.37	1,822.14
11	Hardware CCU100, INT WAN and GPS	3	5	131.04	5%		393.12	412.78	433.41	455.09	477.84
12	Hardware CCU100, INT WAN and GPS	29	5	126.00	5%		3,654.00	3,836.70	4,028.54	4,229.96	4,441.46
13	Hardware CCU100 Tower	4	5	136.28	5%		545.12	572.38	600.99	631.04	662.60
14	Hardware CCU100 Tower	2	5	126.00	5%		252.00	264.60	277.83	291.72	306.31
15	Hardware Tower Box	4	5	115.84	5%		463.36	486.53	510.85	536.40	563.22
16	Hardware Tower Box	1	5	107.10	5%		107.10	112.46	118.08	123.98	130.18
17	Hardware Repeater 100	73	5	81.77	5%		5,969.21	6,267.67	6,581.05	6,910.11	7,255.61
18	Hardware Repeater 100	3	5	78.62	5%		235.86	247.65	260.04	273.04	286.69
<b>Hardware Maintenance Subtotal</b>							<b>23,740.94</b>	<b>18,816.87</b>	<b>17,618.79</b>	<b>18,499.73</b>	<b>19,424.71</b>
<b>TOTAL MAINTENANCE</b>							<b>\$ 122,734.58</b>	<b>\$ 121,552.69</b>	<b>\$ 125,491.40</b>	<b>\$ 131,765.97</b>	<b>\$ 138,354.27</b>
<b>AMI Equipment - modules and Itron meter reading equipment</b>		<i>Estimated Annual Qty</i>	<i># Years</i>	<i>Unit prices shown are effective through December 31, 2021. Itron will provide updated price lists each year to become effective on January 1.</i>							
9	ERW-1300-402 100W+, Encoder with Integral Connector & Antenna Connector (ERT)	1500	5.25	65.00		24,375.00	97,500.00	97,500.00	97,500.00	97,500.00	97,500.00
10	CFG-0151-010 Standard 5' cable with .167" diameter protective cover	1500	5.25	10.00		3,750.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
12	CCU-6038-032 Collector 100*	10	5.25	5,100.00		12,750.00	51,000.00	51,000.00	51,000.00	51,000.00	51,000.00
13	CCU-7138-032 Tower Collector*	0	5.25	14,000.00		-	-	-	-	-	-
14	RPT-6000-125 Repeater 100*	0	5.25	3,550.00		-	-	-	-	-	-
15	CFG-0900-003 100W Through-the-Lid remote mount antenna kit	500	5.25	45.00		5,625.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00
16	CFG-1300-004 100W Through Lid Mount Kit	1500	5.25	3.00		1,125.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00
17	OEM-0034-002 Itron Splice Kit	0	5.25	5.00		-	-	-	-	-	-
<b>ANNUAL "NOT TO EXCEED" AMOUNT FOR EQUIPMENT†:</b>						<b>\$ 62,500.00</b>	<b>\$ 250,000.00</b>	<b>\$ 250,000.00</b>	<b>\$ 250,000.00</b>	<b>\$ 250,000.00</b>	<b>\$ 250,000.00</b>
† The Annual "Not to Exceed" Amount for Equipment reflects the annual budget for these purchases, and does not reflect the total of extended prices listed above.											
<b>Grand Total</b>						<b>\$ 62,500.00</b>	<b>\$ 372,734.58</b>	<b>\$ 371,552.69</b>	<b>\$ 375,491.40</b>	<b>\$ 381,765.97</b>	<b>\$ 388,354.27</b>

Initial 15-month total: \$ 435,234.58



**5-Year Estimated Costs**  
 AMI Annual Maintenance & Equipment  
 File # 20040

Item	Description	QTY	Years	Extended 5-Year Total
<b>Software-as-a-Service, and Annual Maintenance</b>				
1	Software FCS SFTW, 25001-50000 Endpoints, Electronic Delivery	1	5	17,152.61
2	Software Itron Analytics SaaS	1	5	187,235.52
3	Software Itron Analytics Customer Portal SaaS	1	5	68,780.41
4	Software Network Software SaaS	1	5	267,479.34
NEW	Software Itron Mobile Subscription (One Time Fees + Services)	1	One-Time	1,150.00
NEW	Software Itron Mobile Subscription (Annual Subscription)	1	5	4,641.53
<b>SaaS Subtotal</b>				<b>541,797.87</b>
5	Hardware FC300 Multi Dock	2	2	572.60
6	Hardware FC300 Multi Dock	1	2	348.33
7	Hardware FC300 Sread Radio, Imager, GPS	10	2	6,889.09
8	Hardware FC300 Sread Radio, Imager, GPS	3	2	1,987.23
9	Hardware MC3 RF	1	5	15,813.86
10	Hardware CCU100, INT WAN and GPS	11	5	8,283.36
11	Hardware CCU100, INT WAN and GPS	3	5	2,172.24
12	Hardware CCU100, INT WAN and GPS	29	5	20,190.66
13	Hardware CCU100 Tower	4	5	3,012.13
14	Hardware CCU100 Tower	2	5	1,392.46
15	Hardware Tower Box	4	5	2,560.36
16	Hardware Tower Box	1	5	591.80
17	Hardware Repeater 100	73	5	32,983.65
18	Hardware Repeater 100	3	5	1,303.28
<b>Hardware Maintenance Subtotal</b>				<b>98,101.04</b>
<b>TOTAL MAINTENANCE</b>				<b>\$ 639,898.91</b>
<b>AMI Equipment - modules and Itron meter reading equipment</b>		<i>Estimated Annual Qty</i>	<b># Years</b>	
9	ERW-1300-402 100W+, Encoder with Integral Connector & Antenna Connector (ERT)	1500	5.25	487,500.00
10	CFG-0151-010 Standard 5' cable with .167" diameter protective cover	1500	5.25	75,000.00
12	CCU-6038-032 Collector 100*	10	5.25	255,000.00
13	CCU-7138-032 Tower Collector*	0	5.25	-
14	RPT-6000-125 Repeater 100*	0	5.25	-
15	CFG-0900-003 100W Through-the-Lid remote mount antenna kit	500	5.25	112,500.00
16	CFG-1300-004 100W Through Lid Mount Kit	1500	5.25	22,500.00
17	OEM-0034-002 Itron Splice Kit	0	5.25	-
<b>ANNUAL "NOT TO EXCEED" AMOUNT FOR EQUIPMENT†:</b>				<b>\$ 1,312,500.00</b>
† The Annual "Not to Exceed" Amount for Equipment reflects the annual budget for these purchases, and does not refl				
<b>Grand Total</b>				<b>\$ 1,952,398.91</b>

	<b>Description</b>	<b>Payment Schedule</b>	<b>FY21</b>
1	FCS Sftw, 25001-50000 Endpoints	Annual - Paid thru 9/30/2020	\$ 3,104.19
2	Itron Analytics SaaS		\$ 33,884.91
3	Itron Customer Portal SaaS		\$ 12,447.52
4	Itron Network SaaS		\$ 48,407.02
5	Hardware Maintenance		\$ 23,740.94
6 (new)	Itron Mobile Subscription	One Time Fees & Services	\$ 1,150.00
6 (new)	Itron Mobile Subscription	Annual (new)	\$ 840.00
7	Hardware/Equip Purchases (NTE Amount As Ordered (N30)		
	<b>TOTAL ANNUAL COST</b>		<b>\$123,574.58</b>

	<b>20040</b>				
	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	
	\$ 3,259.40	\$ 3,422.37	\$ 3,593.49	\$ 3,773.16	+ 5%
	\$ 35,579.16	\$ 37,358.11	\$ 39,226.02	\$ 41,187.32	+ 5%
	\$ 13,069.90	\$ 13,723.39	\$ 14,409.56	\$ 15,130.04	+ 5%
	\$ 50,827.37	\$ 53,368.74	\$ 56,037.18	\$ 58,839.04	+ 5%
	\$ 18,816.85	\$ 18,816.85	\$ 18,816.85	\$ 18,816.85	Fixed unit prices 5-years
	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	Request Pro-Rate Need current Price List
	\$122,392.67	\$127,529.46	\$132,923.09	\$138,586.41	

\$ 17,152.61  
\$187,235.52  
\$ 68,780.41  
\$267,479.34  
\$ 99,008.34  
\$ 1,150.00  
\$ 4,200.00  
\$ -  
\$ -  
\$ -  
\$645,006.21

CITY OF GRAND PRAIRIE  
OPERATING BUDGET EXPENDITURE INFORMATION

FUND:                      Water Wastewater Fund  

AGENCY:                   Revenue Management     REVN  

ACCOUNTING UNIT:       361010  

AVAILABLE:               68280, Water Meters, \$311,160    
                              Account Code, Description, and amount available

STAFF CONTACT:          Cora Snyder  

VENDOR NUMBER:         1903  

VENDOR NAME:            ITRON, INC.  

CONTINGENCY:             n/a



Electric / Gas / Water  
 Information collection, analysis and application  
 2111 N. Molter Rd.  
 Liberty Lake, WA 99019  
 fax: 866-787-6910  
[www.itron.com](http://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
<b>Itron Managed Services</b>						(1)
					<b>Annual Fee</b>	
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	
<b>Itron Managed Services 5 Year Total</b>					<b>\$394,222.08</b>	

**Notes and Assumptions**

- (1) Does Not include joint use agreements 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.

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

**Attachment A**

Hardware	Qty	Component Name	Agreement Dates			Price Annual Fee/Unit	2021	2022	2023	2024	2025
			Start	End	Number of Months		Year 1	Year 2	Year 3	Year 4	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
<b>Software</b>											
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
<b>Hardware &amp; Software Total</b>							<b>\$ 121,584.58</b>	<b>\$ 121,552.67</b>	<b>\$ 125,491.40</b>	<b>\$ 131,765.97</b>	<b>\$ 138,354.27</b>
<b>Total Maintenance Fees (USD)</b>											<b>\$ 638,748.89</b>

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

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**



Electric / Gas / Water  
Information collection, analysis and application.

2111 N. Molter Rd.  
Liberty Lake, WA 99019  
fax: 866-787-6910  
[www.itron.com](http://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
<b>Endpoints</b>						
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	
<b>Endpoint Total</b>					<b>TBD</b>	
<b>Network Infrastructure</b>						
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	(1)
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	
<b>Network Infrastructure Total</b>					<b>TBD</b>	
<b>Annual Maintenance</b>						
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	
<b>Annual Maintenance Total</b>					<b>TBD</b>	

**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.



Electric / Gas / Water  
Information collection, analysis and application

2111 N. Moller 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
<b>Itron Mobile Subscription</b>						
1	One-Time Fee	One Time - Initial Set-up Fee			\$250.00	
					<u>Annual</u>	
2	Subscription	Itron Mobile Walk-By / Drive-By Only Subscription Up to 2500 Endpoints			\$840.00	
		<b>Itron Mobile Subscription Total</b>			<u><b>\$1,090.00</b></u>	
<b>Professional Services</b>						
3	Services	Itron Mobile Setup and training (Remote)			\$900.00	
		<b>Professional Services Total</b>			<u><b>\$900.00</b></u>	
		<b>Total</b>			<u><u><b>\$1,990.00</b></u></u>	

**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.

**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-

## Exhibit A

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

## Exhibit A

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

## Exhibit A

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

<b>Definition</b>	<b>Critical Business Impact / System Down:</b> 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.
<b>Reporting</b>	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.
<b>Responses</b>	<p>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.</p> <p>Following the start of the SR process Itron will respond to Customer’s SR within 2 business hours with an investigation response.</p> <p>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.</p> <p>Customer will respond to an Itron inquiry or request within three hours.</p>
<b>Effort Level / Escalation Path</b>	<p>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.</p> <p>*24X7 support for Severity Level 1 errors is not currently available for Itron meter products, energy forecasting and load research products, and distribution products.</p>

### Severity Level 2

<b>Definition</b>	<b>Moderate Business Impact / Degraded Operation:</b> An error other than a Severity Level 1 error, for
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## Exhibit A

	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.
<b>Reporting</b>	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.
<b>Responses</b>	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.
<b>Effort Level / Escalation Path</b>	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

<b>Definition</b>	<b>Minor Business Impact / Compromised Operation:</b> 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).
<b>Reporting</b>	
<b>Responses</b>	Itron will respond to Customer SR within 2 business days.
<b>Effort Level / Escalation Path</b>	Itron technical representatives will make diligent efforts during normal business hours.

### Severity Level 4

<b>Definition</b>	<b>No Business Impact / Standard Operation:</b> 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
<b>Reporting</b>	
<b>Responses</b>	Itron will respond to Customer SR within 3 business days, or as otherwise agreed by Itron and Customer.
<b>Effort Level / Escalation Path</b>	Itron support representatives will devote commercially reasonable efforts during normal business hours.

### Severity Level 5

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<b>Definition</b>	<b>No Business Impact.</b> Customer SR for an enhancement or new functionality.
<b>Reporting</b>	
<b>Responses</b>	Not applicable.
<b>Effort Level / Escalation Path</b>	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

## Exhibit A

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's 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

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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
<b>Centron and Sentinel electricity meters</b>	3 years from shipment
<b>Repairs for out-of-warranty electricity meters</b>	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.
<b>OpenWay Riva Water Module (including battery)</b>	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

## Exhibit A

	<p>list price for the replacement product.</p> <p>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.</p>
<p><b>100W and 100W+ series water endpoints (including battery)</b></p>	<p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p><b>OpenWay Riva Leak Sensor</b></p>	<p>Full warranty consistent with the warranty terms in the Agreement for the first 5 years from shipment.</p>
<p><b>Leak Sensor (Non-OpenWay Riva)</b></p>	<p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>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.</p> <p>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.</p>
<p><b>Upgraded handhelds or Mobile Collectors</b></p>	<p>90 days from shipment.</p>
<p><b>METRIS Meters and I-250 Meters</b></p>	<p>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.</p> <p>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.</p>



Legislation Details (With Text)

**File #:** 20-10314      **Version:** 1      **Name:** 20161 COVID-19 Testing Services (Sept - Dec 2020)

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

**File created:** 8/21/2020      **In control:** City Council

**On agenda:** 9/1/2020      **Final action:**

**Title:** Ratify a two week extension of the three previous COVID-19 testing agreements in the amount not to exceed \$318,250; award a Price Agreement for COVID-19 Testing Services from TopCare Medical Group, Inc. (up to \$600,000 monthly) for four weeks with the option to renew for four additional four-week periods totaling \$3,000,000 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [20161 - CC Exhibit.pdf](#)  
[20157 - CC Exhibit.pdf](#)

Date	Ver.	Action By	Action	Result
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**From**

Angi Mize, Sr. Buyer

**Title**

Ratify a two week extension of the three previous COVID-19 testing agreements in the amount not to exceed \$318,250; award a Price Agreement for COVID-19 Testing Services from TopCare Medical Group, Inc. (up to \$600,000 monthly) for four weeks with the option to renew for four additional four-week periods totaling \$3,000,000 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms.

**Presenter**

Cindy Mendez, Environmental Quality Manager

**Recommend Action**

Approve

**Analysis**

On June 16th, 2020 City Council ratified three COVID-19 testing agreements (Drive Through Testing, At Home Testing, and Rapid/Nursing Home Testing) and approved the City Manager’s Office to execute the second contract renewal(s) as part of the City’s ongoing pandemic response. On August 4, 2020 City Council ratified a contract modification to the Drive Through testing agreement switching from molecular tests to antigen test due to a backlog of tests being processed at the laboratories.

A ratification is necessary for a two week extensions (in the amount not to exceed \$318,250) to the previous Drive Through Testing, At Home Testing, and Rapid/Nursing Home Testing agreements which were required to allow competitive bids to be received, evaluated, and recommended for award.

Approve the new agreement resulting from RFB# 20161 which would allow the City to continue testing services through the end of December 2020 with TopCare Medical Group, Inc. in an amount not to exceed \$600,000 per each four week period, and \$3,000,000 cumulatively. Pricing is as follows: Antigen & Molecular \$225.00; Nursing Home & at home Antigen test \$150.00; Nursing Home & at home Molecular test, \$185.00; Drive through Antigen test, \$125.00; Drive through Molecular test, \$185.00.

Notice of RFB #20161 was advertised in the Fort Worth Star Telegram and Public Purchase; it was distributed to 30 vendors. There were no Grand Prairie vendors available for this commodity. Four bids were received as shown on attachment A.

The award was based on best value criteria set up in the specification, including price, past relationship with the city and other municipalities, qualifications, references, and other relevant criteria as listed in the specification.

TopCare Medical Group, Inc. meets specifications and is recommended for award.

#### **Financial Consideration**

Federal Funds from either The Coronavirus Aid, Relief, and Economic Security (CARES) Act or through the FEMA Public Assistance program are anticipated to be available for this expenditure. All federal procurement guidelines were followed in the solicitation of this competitive contract.



**Evaluation Score Card**  
 COVID 19 Testing  
 RFB # 20161

*Recommended*

		Top Care Medical Irving, TX	Rapid Reliable Testing New York, NY	NICUSA Olathe, KS	Arrowhead Scientific Lenexa, KS
Evaluation Criteria	Maximum Score	Score	Score	Score	Score
Price	50.00	50.00	29.39	35.76	/
Qualifications	25.00	25.00	25.00	25.00	
References	10.00	0.00	9.60	0.00	
Past experience with the City of Grand Prairie or another municipality	15.00	15.00	15.00	15.00	
<b>Total</b>	<b>100.00</b>	<b>90.00</b>	<b>78.99</b>	<b>75.76</b>	
<b>Complete and accurate bid</b>		✓	✓	✓	⊘
<b>Notes</b>				Rejected from previous RFB. Included call center scheduling services and increased their price	Non-Responsive - does not meet specification; proposed mail-in At Home testing only; does not conform to Spec 3.1 - 3.10

Bid Tabulator:

Angi Mize

Bid Open Date:

August 17, 2020

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

		<i>Recommended</i>			<i>Non Responsive</i>	
		Top Care Medical Irving, TX	Rapid Reliable Testing New York, NY	NICUSA Olathe, KS	Arrowhead Scientific Lenexa, KS	
DESCRIPTION	QTY	UOM	Unit Price	Unit Price	Unit Price	UNIT PRICE
1 Antigen & Molecular Confirmation	1	EA	\$ 225.00	\$ 110.00	\$ 235.00	
2 Nursing Home Testing - Antigen	1	EA	\$ 150.00	\$ 110.00	\$ 215.00	
3 Nursing Home Testing - Molecular	1	EA	\$ 185.00	\$ 110.00	\$ 255.00	
4 Drive Through Testing - Antigen	1	EA	\$ 125.00	\$ 110.00	\$ 215.00	
5 Drive Thought Testing - Molecular	1	EA	\$ 185.00	\$ 110.00	\$ 255.00	
6 AtHome Testing - Antigen	1	EA	\$ 150.00	\$ 250.00	\$ 235.00	
7 AtHome Testing - Molecular	1	EA	\$ 185.00	\$ 250.00	\$ 275.00	\$ 95.00
<b>Evaluation Total*</b>			\$ 1,205.00	\$ 2,050.00	\$ 1,685.00	\$ 95.00

\*included \$1000 for evaluation  
 Set up fee \$1000.00 per location  
 Registration/EMTs \$225/hour  
 Approx \$9000.00  
 MD \$250/hour

\*Totals for evaluation only



**Evaluation Score Card**  
 COVID 19 Testing Service  
 RFB# 20157

		NICUSA, Inc. Olathe, KS	RCA Labs Glen Allen, VA	MGI Americas San Jose, CA
Evaluation Criteria	Maximum Score	Score	Score	Score
Price	50.00	/	/	/
Qualifications	25.00			
References	10.00			
Past experience with the City of Grand Prairie or another municipality	15.00			
<b>Total</b>	<b>100.00</b>			
<b>Complete and accurate bid</b>		⊘	⊘	⊘
<b>REJECT ALL</b>		Notes : Non-Responsive: Does not meet specification; cannot provide phone scheduling services-- require patients download an "app" per Spec 8.7; additionally Cost found to be unreasonable	Non-Responsive: Does not meet specification; does not offer antigen testing per Spec 3.2	Non-Responsive: Does not meet specification, no submittal forms, no pricing, appears to be submitted in error

Bid Tabulator:                      Angi Mize  
 Bid Open Date:                      July 27, 2020

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



Legislation Details (With Text)

<b>File #:</b>	20-10336	<b>Version:</b>	1	<b>Name:</b>	Reject all Bids from RFB# 20157
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/26/2020	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	9/1/2020	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Reject all Bids from RFB# 20157 for COVID-19 Testing Services				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">20157 - CC Exhibit.pdf</a>				

Date	Ver.	Action By	Action	Result
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**From**  
Bryce Davis, Purchasing Manager

**Title**  
Reject all Bids from RFB# 20157 for COVID-19 Testing Services

**Presenter**  
Cindy Mendez, Environmental Services Manager

**Recommended Action**  
Approve

**Analysis**  
In response to the COVID-19 pandemic, the City entered into three exigency, non-competitive contracts for Drive Through Testing Services, At Home Testing Services, and Rapid & Nursing Home Testing Services. These contracts allowed the immediate mobilization of testing services to help ease the public calamity, and in order to protect and preserve the Public health and safety of Grand Prairie residents.

City Staff then initiated a request-for-bids in order to transition to a competitively solicited contract. RFB# 20157 was advertised with bids due back by July 27, 2020. Upon bid opening, and clarifications with each bidder, it was determined the three bids received were non-responsive for failing to meet specifications as detailed on Attachment A.

One bidder could not provide antigen testing, one bidder did not include a call center scheduling service, and the last bidder did not provide pricing, their qualifications/experience, or the required forms.

Staff is recommending the rejection of all bids received as a part of RFB# 20157; due to the urgency of needing to prevent a disruption of testing services, a two week extension to the previous contracts was executed, and City Staff initiated a rebid of the Testing Services contract as RFB# 20161.

**Financial Consideration**

None



Legislation Details (With Text)

**File #:** 20-10293      **Version:** 1      **Name:** Reject Bids - Dallas North Water Vault Replacement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/18/2020      **In control:** Engineering  
**On agenda:** 9/1/2020      **Final action:**  
**Title:** Reject all bids for construction contract for the North Dallas Water Utilities (DWU) Water Vault Replacement (W.O. #619.108)  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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**From**  
max

**Title**  
Reject all bids for construction contract for the North Dallas Water Utilities (DWU) Water Vault Replacement (W.O. #619.108)

**Presenter**  
Gabe Johnson, Director of Public Works

**Recommended Action**  
Approve

**Analysis**  
The Dallas North Water Vault Replacement was identified as part of the FY 19 Capital Projects Budget and Capital Projects Plan for proposed water projects.

The City received bids on August 18, 2020 for the North DWU Water Vault Replacement. This project provides for installation of two precast meter vaults and piping, 18” magnetic water meters and appurtenances including Electrical.

The following bids were received:  
Dake Construction      \$1,500,487  
Atkins Brothers      \$2,398,248

All bids substantially exceeded the engineer's estimate of \$876,000 and City budget allocated for this project.

City Staff and Freese and Nichols, Inc. recommend rejecting all bids and re-bidding at a later date with a revised scope and schedule.

**Financial Consideration**

There are no financial considerations



Legislation Details (With Text)

<b>File #:</b>	20-10298	<b>Version:</b>	1	<b>Name:</b>	Thermal Scanner Price Agreement
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/19/2020	<b>In control:</b>		<b>In control:</b>	Environmental Services
<b>On agenda:</b>	9/1/2020	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Price Agreement for Thermal Temperature Screening Kiosks from RaptorPPE in the one-time amount of \$54,395				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">20151 - CC Exhibit.pdf</a>				

Date	Ver.	Action By	Action	Result
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**From**  
Angi Mize, Sr. Buyer

**Title**  
Price Agreement for Thermal Temperature Screening Kiosks from RaptorPPE in the one-time amount of \$54,395

**Presenter**  
Cindy Mendez, Environmental Quality Manager

**Recommended Action**  
Approve

**Analysis**  
As part of the City’s public health response to COVID-19, these Thermal Temperature Screening Kiosks will be used in high traffic areas.

Notice of bid #20151 was advertised in the Fort Worth Star Telegram and Public Purchase; it was distributed and viewed by 62 vendors. There was one Grand Prairie vendors available for this commodity not submitting a bid. Four HUB vendors were available; eleven bids were received as shown on attachment A.

A one time shipping fee of \$395 was paid to ship the first unit so that it could be assessed prior to accepting shipment of all 45 units.

The low bid received from RaptorPPE meets specification and is recommended for award.

**Financial Consideration**  
Funds are available in FY 2019/2020 300598-COVID19-60520 and will be charged accordingly on orders through the end of the current fiscal year. Additionally, these commodities may be considered for

reimbursement through the CARES Act, or through the FEMA Public Assistance program. All federal procurement guidelines were followed should the City elect to reimburse these expenses using federal funds.



\* Recommended for Award\*

**Bid Tabulation**  
**Thermal Temperature Screening Kiosks**  
**RFB #20151**

				Raptorpe Bloomington, IL		Diamond Business Srv Amarillo, TX		Biologistex/Health Guard DeSoto, TX		Nanonation Inc Lincoln, NE	
Item	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Thermal Temp Screening Kiosk	45	EA	\$ 1,200.00	\$ 54,000.00	\$ 1,695.50	\$ 76,297.50	\$ 1,870.00	\$ 84,150.00	\$ 1,940.00	\$ 87,300.00

**Bid Tabulation**  
**Thermal Temperature Screening Kiosks**

				Gvision Lake Forest, CA		Access Products Colorado Springs, CO		Richtech Las Vegas NV		GCR Inc Metairie, LA	
Item	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Thermal Temp Screening Kiosk	45	EA	\$ 2,500.00	\$ 112,500.00	\$ 3,486.00	\$ 156,870.00	\$ 3,599.00	\$ 161,955.00	\$ 4,787.00	\$ 215,415.00

**Bid Tabulation**  
**Thermal Temperature Screening Kiosks**

				Advanced Technologies Naples, FL		Wello Inc NA		Traffic Signal Srv Longmont Co	
Item	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Thermal Temp Screening Kiosk	45	EA	\$ 7,660.00	\$ 344,700.00	\$ 10,500.00	\$ 472,500.00	\$ 31,200.00	\$ 1,404,000.00

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Legislation Details (With Text)

**File #:** 20-10299      **Version:** 1      **Name:** Price Agreement for Sanitizing & Disinfecting Services

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

**File created:** 8/19/2020      **In control:** Environmental Services

**On agenda:** 9/1/2020      **Final action:**

**Title:** Price Agreement for sanitizing and disinfecting services from All Clean Services, LLC (up to \$50,000 annually) for one year with the option to renew for four additional one year periods totaling \$250,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [20153 - CC Exhibit](#)

Date	Ver.	Action By	Action	Result
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**From**

Bryce Davis, Purchasing Manager

**Title**

Price Agreement for sanitizing and disinfecting services from All Clean Services, LLC (up to \$50,000 annually) for one year with the option to renew for four additional one year periods totaling \$250,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms

**Presenter**

Cindy Mendez, Environmental Quality Manager

**Recommended Action**

Approve

**Analysis**

It is the intent of this contract is to obtain an annual price agreement for the purchase of professional sanitizing and disinfecting services to be utilized by the City of Grand Prairie Facility Services division or Environmental Services department. This contract will allow City staff to quickly mobilize a contractor to sanitize any City location suspected with COVID-19.

Notice of bid #20153 was advertised in the Fort Worth Star Telegram and Public Purchase; it was directly distributed to fifteen vendors. There were two Grand Prairie vendors available for these services, one submitting a bid. There were six HUB vendors available, three submitting bids. In total, eleven bids were

received as shown on attachment A.

The award was based on best value criteria set up in the specification, including price, experience in projects of similar service, size, scope, and schedule, vendor's reputation based on reference checks, qualifications of the firm, and other relevant criteria as listed in the specification.

All Clean Services, LLC, a Grand Prairie company, meets specifications and is recommended for award.

### **Financial Consideration**

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

Additionally, these services may be considered for reimbursement through the CARES Act, or through the FEMA Public Assistance program. All federal procurement guidelines were followed should the City elect to reimburse these expenses using federal funds.



**Evaluation Score Card**  
Sanitizing & Disinfecting Services  
RFB # 20153

		<i>Recommended</i>					
		<b>All Clean Facilities Services, LLC</b> Grand Prairie, TX	<b>UBM Enterprise</b> Dallas, TX	<b>BELFOR USA Group, Inc.</b> Birmingham, MI	<b>Germinator by J Ferg Pros</b> Wolfforth, TX	<b>Knight Restoration Services</b> Addison, TX	<b>Dominion Restoration and Environmental</b> Waxahachie, TX
<b>Evaluation Criteria</b>	<b>Maximum Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>
Price	50.00	50.00	27.89	13.25	17.67	13.95	19.63
Experience in projects of similar service, size, scope, and schedule	20.00	12.00	20.00	20.00	16.00	17.33	12.00
Vendor's Reputation based on reference checks	15.00	15.00	11.70	15.00	15.00	15.00	15.00
Qualifications of the Firm	15.00	13.00	15.00	15.00	13.00	14.00	12.00
<b>Total</b>	<b>100.00</b>	<b>90.00</b>	<b>74.59</b>	<b>63.25</b>	<b>61.67</b>	<b>60.28</b>	<b>58.63</b>
<b>Complete and accurate bid</b>		✓	✓	✓	✓	✓	✓
<b>Notes</b>							HUB

**Evaluation Score Card (Cont.)**

		<b>Hughes Environmental, Inc.</b> Louisville, KY	<b>The BPB2 Group, Inc.</b> dba Grand Prairie, TX	<b>Ventrex Environmental Services LLC</b> Everman, TX	<b>Allen &amp; Company Environmental</b> Fort Worth, TX	<b>Anubis SceneClean, Inc.</b> Fort Worth, TX
<b>Evaluation Criteria</b>	<b>Maximum Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>
Price	50.00	11.52	2.41	5.89	0.01	1.33
Experience in projects of similar service, size, scope, and schedule	20.00	17.33	20.00	16.00	17.33	16.00
Vendor's Reputation based on reference checks	15.00	14.25	14.00	15.00	15.00	15.00
Qualifications of the Firm	15.00	14.00	15.00	14.00	14.00	14.00
<b>Total</b>	<b>100.00</b>	<b>57.11</b>	<b>51.41</b>	<b>50.89</b>	<b>46.34</b>	<b>46.33</b>
<b>Complete and accurate bid</b>		✓	✓	✓	✓	✓
<b>Notes</b>				HUB	HUB	WBE but not a HUB on CMBL

**Bid Tabulator:** Anda Upchurch

**Bid Open Date:** Wednesday, August 12, 2020

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

**Bid Tabulation**  
Sanitizing & Disinfecting Services  
RFB # 20153

				All Clean Facilities Services, LLC	Allen & Company Environmental Services	Anubis SceneClean, Inc.	BELFOR USA Group, Inc.	Dominion Restoration and Environmental Service	Hughes Environmental, Inc.	Germinator by J Ferg Pros	Knight Restoration Services	The BPB2 Group, Inc. dba SERVPRO Grand Prairie	UBM Enterprise	Ventrex Environmental Services LLC
				Grand Prairie, TX	Fort Worth, TX	Fort Worth, TX	Birmingham, MI	Waxahachie, TX	Louville, KY	Wolfforth, TX	Addison, TX	Grand Prairie, TX	Dallas, TX	Everman, TX
Item	Description	QTY	UOM	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
1	Broad Spectrum Biocide application - "Normal Working Hours" M-F 8-5	1	Sq. Ft.	0.048	0.55	1.50	0.14	0.09	0.17	0.10	0.12	0.70	0.06	0.30
2	Broad Spectrum Biocide application - Outside of "Normal Working Hours" M-F 8-5	1	Sq. Ft.	0.029	0.65	1.00	0.16	0.09	0.12	0.10	0.14	0.80	0.06	0.30
3	Electrostatic Service	1	Sq. Ft.	0.029	0.50	1.50	0.10	0.09	0.17	0.10	0.12	0.70	0.07	0.30
4	Air Scrubbers and Ozone Machine Service	1	Sq. Ft.	0.028	0.50	0.50	0.06	0.09	0.05	No Bid	0.03	0.15	0.12	0.30
<b>Additional - Mobilization</b>					1,000.00									
<b>Total</b>				<b>\$0.13</b>	<b>\$1,002.20</b>	<b>\$4.50</b>	<b>\$0.46</b>	<b>\$0.36</b>	<b>\$0.51</b>	<b>\$0.30</b>	<b>\$0.41</b>	<b>\$2.35</b>	<b>\$0.31</b>	<b>\$1.20</b>

**Price Evaluation**  
Sanitizing & Disinfecting Services  
RFB # 20153

				All Clean Facilities Services, LLC	Allen & Company Environmental Services	Anubis SceneClean, Inc.	BELFOR USA Group, Inc.	Dominion Restoration and Environmental Service	Hughes Environmental, Inc.	Germinator by J Ferg Pros	Knight Restoration Services	The BPB2 Group, Inc. dba SERVPRO Grand Prairie	UBM Enterprise	Ventrex Environmental Services LLC
<b>Total for Evaluation (Does not include Item #4)</b>				<b>\$0.11</b>	<b>\$1,001.70</b>	<b>\$4.00</b>	<b>\$0.40</b>	<b>\$0.27</b>	<b>\$0.46</b>	<b>\$0.30</b>	<b>\$0.38</b>	<b>\$2.20</b>	<b>\$0.19</b>	<b>\$0.90</b>
<b>Price Evaluation Score:</b>				<b>50.00</b>	<b>0.01</b>	<b>1.33</b>	<b>13.25</b>	<b>19.63</b>	<b>11.52</b>	<b>17.67</b>	<b>13.95</b>	<b>2.41</b>	<b>27.89</b>	<b>5.89</b>

**Low Bid: \$0.106**  
**Max Score: 50.00**

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

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



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
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**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).

**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
<b>TOTAL</b>	<b>\$978,697</b>	<b>\$442,950</b>	<b>\$0</b>	<b>\$442,950</b>	<b>\$978,697</b>



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
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**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 2010 and 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).

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

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

<b>ACCOUNT DESCRIPTION</b>	<b>1 CURRENT BUDGET</b>	<b>2 AVAILABLE BALANCE</b>	<b>3 CURRENT REQUEST</b>	<b>2+3 REVISED BALANCE</b>	<b>1+3 AMENDED BUDGET</b>
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
<b>TOTAL</b>	<b>\$615,764</b>	<b>\$468,174</b>	<b>\$0</b>	<b>\$468,174</b>	<b>\$615,764</b>



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
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**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).

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

Fund/Activity Account: 153210-02001303

Project Title: Microsoft Windows Server

Current Request: \$106,753.88

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

**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
<b>TOTAL</b>	<b>\$998,697</b>	<b>\$442,950</b>	<b>\$0</b>	<b>\$442,950</b>	<b>\$998,697</b>



Legislation Details (With Text)

<b>File #:</b>	20-10296	<b>Version:</b>	1	<b>Name:</b>	Prof Engineering Contract with Freese and Nichols, Inc. for South Sector and Robinson Road Pump Station Resident Project Representative
<b>Type:</b>	Agenda Item	<b>Status:</b>			Consent Agenda
<b>File created:</b>	8/19/2020	<b>In control:</b>			Engineering
<b>On agenda:</b>	9/1/2020	<b>Final action:</b>			
<b>Title:</b>	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				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">South Sector and Robinson Road Pump Stations RPR Proposal.pdf</a> <a href="#">WO 618.105.pdf</a> <a href="#">WO 618.113.pdf</a>				

Date	Ver.	Action By	Action	Result
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**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)

**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**

<b>Task</b>	<b>Amount</b>
RPR services labor	\$376,272
RPR services expenses	\$13,904
<b>Total Contract</b>	<b>\$390,176</b>

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.

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

Tasks				Labor						Total	
Phase	Task	Basic or Special	Task Description	Construction Manager III	Construction Manager III	Total Hours	Total Labor Effort	Miles	Total Expense Effort	Total Effort	
				South Sector	Robinson Rd						
				\$156	\$156						
							\$ -		\$ -	\$ -	
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	
<b>Total Hours / Quantity</b>				<b>1,116</b>	<b>1,296</b>	-	-	<b>2,412</b>	<b>24,180</b>		
<b>Total Effort</b>				<b>\$ 181,060</b>	<b>\$ 210,263</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 376,272</b>	<b>\$ 13,904</b>	<b>\$ 13,904</b>	<b>\$ 390,176</b>

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

Fund/Activity Account: 500592 / 01810503  
 Project Title: Southwest Sector Pump Station  
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
68540 Construction	\$6,044,140	\$5,994,110	\$0	\$5,994,110	\$6,044,140
68560 Eng/Con/Geo	\$685,460	\$685,460	\$0	\$685,460	\$685,460
68999 Labor	\$125,000	\$125,000	\$0	\$125,000	\$125,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$6,854,600</b>	<b>\$6,804,570</b>	<b>\$0</b>	<b>\$6,804,570</b>	<b>\$6,854,600</b>

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

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

<b>ACCOUNT DESCRIPTION</b>	<b>1 CURRENT BUDGET</b>	<b>2 AVAILABLE BALANCE</b>	<b>3 CURRENT REQUEST</b>	<b>2+3 REVISED BALANCE</b>	<b>1+3 AMENDED BUDGET</b>
61041 Prof Eng Srv	\$531,912	\$0	\$0	\$0	\$531,912
68090 Land Purchase	\$47,014	\$0	\$0	\$0	\$47,014
68091 Easement Title Purch	\$67,310	\$1	\$0	\$1	\$67,310
68540 Construction	\$5,313,614	\$0	\$0	\$0	\$5,313,614
68560 Eng/Con/Geo	\$238,340	\$62,498	\$0	\$62,498	\$238,340
68999 Labor	\$5,235	\$0	\$0	\$0	\$5,235
				\$0	\$0
<b>TOTAL</b>	<b>\$6,203,425</b>	<b>\$62,499</b>	<b>\$0</b>	<b>\$62,499</b>	<b>\$6,203,425</b>



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
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**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: \_\_\_\_\_



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.pdf](#)

Date	Ver.	Action By	Action	Result
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**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.

CITY OF GRAND PRAIRIE  
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Solid Waste

AGENCY: Environmental Services

ACCOUNTING UNIT: 303510

AVAILABLE: 65120 – Contingencies: \$67,000; 50020 – Salaries and Wages: \$5,500 as of August 19, 2020

STAFF CONTACT: Patricia Redfearn

VENDOR NUMBER: \_\_\_\_\_

VENDOR NAME: NewGen Strategies

CONTINGENCY: \_\_\_\_\_



Legislation Details (With Text)

**File #:** 20-10307      **Version:** 1      **Name:** Change Order/Amendment No. 2 with AUI Partners, LLC for Fire Station 3 Improvements

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

**File created:** 8/20/2020      **In control:** Engineering

**On agenda:** 9/1/2020      **Final action:**

**Title:** Change Order/Amendment No. 2 with AUI Partners, LLC for Fire Station 3 in the amount of \$13,259.01 for owner contingency reimbursement, utility revisions, simplified electrical controls, natural gas line rerouting, site debris removal, electrical outlet labeling, plumbing revisions, structural concrete credit, concrete pier casing reconciliation and adjustment of the initial construction budget to align with funding available

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [WO 618.04.pdf](#)

Date	Ver.	Action By	Action	Result
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**From**

Max

**Title**

Change Order/Amendment No. 2 with AUI Partners, LLC for Fire Station 3 in the amount of \$13,259.01 for owner contingency reimbursement, utility revisions, simplified electrical controls, natural gas line rerouting, site debris removal, electrical outlet labeling, plumbing revisions, structural concrete credit, concrete pier casing reconciliation and adjustment of the initial construction budget to align with funding available

**Presenter**

Andy Henning, Senior Building and Construction Projects Manager

**Recommended Action**

Approve

**Analysis**

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

**The current Change Order/Amendment No. 2 in the amount of \$13,259.01 is divided as follows:**

**\$120,412.00** for adjustment of the initial construction budget to include items previously considered for value engineering opportunities

**\$19,560.93** for natural gas line rerouting required in order to coordinate with Atmos Energy existing natural gas

line location and elevation

**\$9,707.82** for utility revisions associated with final construction document coordination

**\$4,223.02** for removal of large concrete debris discovered below grade on the existing site

**\$4,067.48** for plumbing revisions associated with final construction document coordination

**\$2,685.23** for electrical/data outlet cover upgrades to allow for labeling of connection information

**(\$75,000.00) credit** for return of owner construction contingency amount

**(\$41,057.26) credit** for pier casing reconciliation credit where not required to be used

**(\$27,345.61) credit** for concrete foundation revisions

**(\$3,994.60) credit** for simplified electrical controls associated with overall facility lighting

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

Items applicable to performance by the Construction Manager at Risk (CMAR) will be incorporated into the current AUI Partners, LLC contract for a total contract in the amount of **\$7,997,776.01**.

### **Financial Consideration**

State statutes require City Council approval of a change order when the cumulative cost of this change order exceeds \$50,000. With approval of this change order, the City Manager will be able to approve the change order to a cumulative value of \$50,000 without additional Council approval. Also, the City, as an owner, reserves the right to increase the amount of the work to be performed in a given construction contract by an amount not to exceed twenty-five (25%) percent of the original bid. The amount of this contract is \$7,984,517.00 and the 25% value of this contract is \$1,996,129.25.

Funding for Change Order/Amendment No. 2 with AUI Partners, LLC for Fire Station 3, in the amount of \$13,259.01, is available in the Fire Capital Projects Fund (400591) WO #01800401-03 (Station Relocation 3) Purchase Order #420192 Contingency.

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

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

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Professional Services (61039)	\$6,300	\$0	\$0	\$0	\$6,300
Land Purchase (68090)	\$298,429	\$0	\$0	\$0	\$298,429
Eng/Con/Geo (68560)	\$862,188	\$0	\$0	\$0	\$862,188
Security Equip (68380)	\$45,607	\$4,344	\$0	\$4,344	\$45,607
Data Processing (68410)	\$25,000	\$6,313	\$0	\$6,313	\$25,000
Construction (68540)	\$8,317,205	\$0	\$0	\$0	\$8,317,205
<b>TOTAL</b>	<b>\$9,554,729</b>	<b>\$10,657</b>	<b>\$0</b>	<b>\$10,657</b>	<b>\$9,554,729</b>



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.pdf](#)

Date	Ver.	Action By	Action	Result
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**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)

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

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

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Professional Services (61039)	\$6,300	\$0	\$0	\$0	\$6,300
Land Purchase (68090)	\$298,429	\$0	\$0	\$0	\$298,429
Eng/Con/Geo (68560)	\$862,188	\$0	\$0	\$0	\$862,188
Security Equip (68380)	\$45,607	\$4,344	\$0	\$4,344	\$45,607
Data Processing (68410)	\$25,000	\$6,313	\$0	\$6,313	\$25,000
Construction (68540)	\$8,317,205	\$52,256	\$0	\$52,256	\$8,317,205
<b>TOTAL</b>	<b>\$9,554,729</b>	<b>\$62,913</b>	<b>\$0</b>	<b>\$62,913</b>	<b>\$9,554,729</b>



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
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**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.



**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/tpasscmbsearch/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 additional 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**



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

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/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

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



*Ericia Mitchell*

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Certification Administrator



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.pdf](#)

Date	Ver.	Action By	Action	Result
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**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).

CITY OF GRAND PRAIRIE  
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Public Works- Water  
Name of Fund (i.e. General Fund)

AGENCY: Public Works (WWW)  
Name of Department

ACCOUNTING UNIT: 361211 Water Distribution WDST

AVAILABLE: 68320 Autos & Trucks \$227,000.  
Account Code, Description, and amount available

STAFF CONTACT: Jayson R. Ramirez, Fleet Services Manager

VENDOR NUMBER: 3773

VENDOR NAME: MHC Kenworth- Dallas

CONTINGENCY: N/A



Legislation Details (With Text)

<b>File #:</b>	20-10315	<b>Version:</b>	1	<b>Name:</b>	Exterior Security Camera Replacement - Auto Pound
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/21/2020	<b>In control:</b>		<b>In control:</b>	Police
<b>On agenda:</b>	9/1/2020	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Replacement of exterior security cameras at the City's Auto Pound facility: fiber optic labor will be procured through Gardner Telecommunications, Inc., (GTI) in the amount of \$25,350; electrical labor will be procured through Ed's Electric Service, in the amount of \$15,000; and camera parts and labor will be procured from Siemens Industry, Inc., in the amount of \$38,100, for an overall project cost of \$78,450				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Auto Pound Cameras - Eds Electric.pdf</a> <a href="#">Auto Pound Cameras - GTI.pdf</a> <a href="#">Auto Pound Cameras - Siemens.pdf</a> <a href="#">Capital Project Budget Summary - Auto Pound Cameras.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**From**

Fred Bates, Jr.

**Title**

Replacement of exterior security cameras at the City's Auto Pound facility: fiber optic labor will be procured through Gardner Telecommunications, Inc., (GTI) in the amount of \$25,350; electrical labor will be procured through Ed's Electric Service, in the amount of \$15,000; and camera parts and labor will be procured from Siemens Industry, Inc., in the amount of \$38,100, for an overall project cost of \$78,450

**Presenter**

Daniel Scesney, Chief of Police  
Keshnell Penny, Chief Information Officer  
Ryan Simpson, Support Services Division Manager

**Recommended Action**

Approve

**Analysis**

Police Department and Information Technology staff identified issues with the existing exterior security camera system at the Auto Pound facility. Staff is recommending installation of an internal fiber optic network and replacement of all existing exterior cameras. Interior cameras were replaced within the last five years and are not in need of replacement at this time.

Gardner Telecommunications, Inc., (GTI) through their existing price agreement #18040, provides the fiber optic network installation labor for this project.

Ed's Electric Service, through their existing price agreement #16088, provides the electrical labor for this project.

Siemens Industry, Inc., through their Sourcewell contract #031517-SIE, provides the cameras for this project.

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 Sourcewell.

The Sourcewell contract #031517-SIE began June 30, 2017 and will expire June 30, 2021.

### **Financial Consideration**

Funding for the replacement of exterior security cameras at the City's Auto Pound facility, in the amount of \$78,450, is available in the Police Capital Projects Fund (401091) #02004603 (FY 20 Police IT Misc. Items).

DATE JULY 16, 2020

# Proposal

Page No. 1 of 1 Pages

LICENSED  
•  
BONDED  
•  
INSURED



**ED'S ELECTRIC SERVICE**  
"Outdoor Lighting Our Specialty"  
7160 Baker Boulevard  
Ft. Worth, Texas 76118

Phone: (817) 589-7008  
Fax: (817) 284-7008

PROPOSAL SUBMITTED TO <b>City of Grand Praire (Auto-Pound)</b>		JOB NAME <b>Electrical Power for New Security Camera's</b>	
STREET <b>3010 Hardrock Road</b>		JOB LOCATION	
CITY, STATE and ZIP CODE <b>Grand Praire, Texas 75050</b>		CITY, STATE and ZIP CODE <b>Grand Praire, Texas 75050</b>	
ATTENTION <b>Buddy Locke</b>	OFFICE PHONE <b>(972) 237-4100</b>	JOB PHONE <b>(214) 769-5555</b>	FAX

We hereby submit specifications and estimates for:

1. **Proposal to Install Power for New Security Cameras**
- 2.
3. **(5) Nema (4) 14" X 12" X 6" Weatherproof Fiberglass Junction Boxes With Back Plate.**
4. **(5) 3/4" Ridgid Steel Conduit Risers From Underground Handhole to New Fiberglass Junction Box.**
5. **(5) 1/2" Ridgid Steel Conduit Risers From Underground Handhole to New Fiberglass Junction Box.**
6. **(5) 120 Volt 20 Amp. Receptacles installed in Each Fiberglass Junction Box for Camera Power.**
7. **Install Copper Conductors in Customer Provided Underground Conduit for Camera Power.**
8. **(5) Customer Provided Security Cameras to Be Installed on Existing Parking Lot Light Poles.**
9. **Install Cat 6 Cable From Camera to Fiberglass Junction Box Inside Light Pole.**
10. **Fiberglass Junction Boxes Will Be Installed on Each Light Pole Approximately (5') Above Grade.**
11. **As Per Our City Electrical Contract We will Charge for Actual Materials and Labor.**
12. **This is a Cost Not to Exceed Quote.**
- 13.
- 14.

**We Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

**Fifteen Thousand and No/100----- \$15,000.00**

dollars (\$ \_\_\_\_\_ ).

Payment to be made as follows:

**In Full Upon Completion of Project**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within **(30)** days.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

## VENDOR AGREEMENT PRICE DETAILS

<b>VENDOR AGREEMENT NAME</b>	13052P-R3 GARDNER TELECOMMUNIC
<b>DESCRIPTION</b>	Fiber Resoration Service
<b>VENDOR NUMBER</b>	16487
<b>AGREEMENT TYPE</b>	CONTRACT

LINE	DESCRIPTION 1	DESCRIPTION 2	QTY	COST	UOM	Total	
1	DIRECTIONAL BORING AND INSTALL	Directional Boring and install	1,500	\$10.00	LF	\$15,000.00	
2	OPEN TRENCHING	Open trenching		\$6.00	LF	\$0.00	
3	COM BOX /GROUND BOX INSTALLATI	Com box /ground box installation	9	\$950.00	EA	\$8,550.00	
4	COM BOX / GROUND BOX REMOVAL	Com box / ground box removal		\$500.00	EA	\$0.00	
5	FIBER OPTIC CABLE INSTALLATION	Fiber Optic cable installation	1500	\$0.95	LF	\$1,425.00	
6	FIBER OPTIC CABLE REMOVAL	Fiber Optic cable removal		\$0.75	LF	\$0.00	
7	INSTALLATION FURNISHED TRACE W	Installation furnished trace w	1500	\$0.25	LF	\$375.00	
8	FUSION SPLICING	Fusion splicing		\$34.00	EA	\$0.00	
9	FIBER OPTIC TESTING	Fiber Optic Testing		\$60.00	LH	\$0.00	
10	FUSION SPLICING AFTER HRS	Fusion splicing after hrs		\$35.00	EA	\$0.00	
11	FIBER OPTIC TESTING AFTER HRS	Fiber Optic Testing after hrs		\$75.00	LH	\$0.00	
12	CONDUIT EXCAVATION AND REPAIR	Conduit excavation and repair		\$75.00	LH	\$0.00	
13	Install Splice Enclosure						
14	Install 12 Port Fiber Patch Panel						
	<b>Total</b>					<b>\$25,350.00</b>	

**PROPOSAL**

GPPD AutoPound V3

**PREPARED BY**

**David Radtke**

Siemens Industry, Inc.

**PREPARED FOR**

**Michael Forsyth**

CITY OF GRAND PRAIRIE

**DELIVERED ON**

July 17, 2020



# Table of Contents

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**Contact Information**

Proposal #:	5013010_c06d33bcc2c5
Date:	July 17, 2020

Sourcewell Contract 031517-SIE

Sales Executive:	David Radtke
Branch Address:	8600 N. Royal Lane Suite 100 Texas, 75063
Telephone:	214-395-3700
Email Address:	david.radtke@siemens.com

Customer Contact:	Michael Forsyth
Customer:	CITY OF GRAND PRAIRIE
Address:	1525 Arkansas Lane Grand Prairie TX 75053
Services shall be provided at:	CITY OF GRAND PRAIRIE Grand Prairie TX 75053

## Scope of Work

Siemens will provide the following equipment and labor for the installation of cameras at the City of Grand Prairie Auto Pound located at 3010 Hardrock Road, Grand Prairie, TX.

This proposal is based on the City of Grand Prairie providing conduit, CAT5e/CAT6, fiber and 110VAC between the Auto Pound IT room and Pole1, Pole 2, Pole 3, Pole 4 and Pole 5. The proposed cameras at Pole 6, and Building Frontage will require CAT5/CAT6 cable provided by Others. Refer to attached Google Earth document for device locations

Head End Equipment - will be installed on and within the customers provided enclosure. Equipment includes surge protection, patch cable and an adjustable rack shelf. The required media converters, 24-port patch panel and rack adapters provided by customer. Rack space and 110vac power shall be provided by Customer.

Building Frontage facing Hardrock Road - provide a fixed 180 degree camera with mount on front of building. Provide and install camera to the existing Milestone video management server. Cable provided and installed by others. Camera licenses by others.

Cash Handling - REMOVED FROM SCOPE OF WORK.

Pole 1 - located Row C, provide a 360 degree camera with PTZ capability onto existing Milestone video management server. Required media converters and lockable enclosure as well as the required fiber provided by and installed by others.

Pole 2 - located Rom M, provide a 360 degree camera with PTZ capability onto existing Milestone video management server. Required media converters and lockable enclosure as well as the required fiber provided by and installed by others.

Pole 3 - located in rear corner of lot, provide one fixed bullet style cameras with 10-22mm lens. Field of view following property line towards Hardrock Road. Required media converters and lockable enclosure as well as the required fiber provided by and installed by others.

Pole 4 - located in the rear corner of lot, provide one fixed bullet style IP camera with 10-22mm lens. Field of view following property line viewing towards Pole 3. Required media converters and lockable enclosure as well as the required fiber provided by and installed by others.

Pole 5 - located at Row B, provide and install one fixed bullet style 2MP IP camera. Field of view following property line towards Pole 4. Required media converters and lockable enclosure as well as the required fiber provided by and installed by others.

Pole 6 - located at visitor parking entry into secured storage, provide one fixed bullet style IP cameras with 10-22mm lens. Field of view following property line viewing fence on Hardrock Road frontage. Required media converters and lockable enclosure as well as the required fiber provided by and installed by others.

Proposal assumes the existing light poles can sustain the added weight represented by the addition of proposed cameras and paging horns. Proposal specifically excludes engineering calculations, load testing, re-certification, and/or replacement of light poles.

Camera installation height is proposed at approximately 20 ft. above grade to allow for views above the height of parked tractor trailers. At that height and mounted to unknown poles, some sway and vibration may be detected in the captured scene. Some if not most may be mitigated by the VMS software. Proposal specifically excludes any additional video stabilization over what is native in the proposed camera and the existing VMS software.

**The following is required and to be provided by the City of Grand Prairie and is Excluded by Siemens:**

1. Provide and install the fiber system within enclosure near the base of pole.
2. Provide and install Hoffman panel enclosure to pole with pole mount kit above approximately 8' above grade.
3. Provide and install green earth ground conductor to within Hoffman enclosure and terminate on Panduit Panduit UGB20-414-6 ground bus. (Needed for surge protection devices.)
4. Provide 110VAC power landed to quad outlet within security enclosure.

## Inclusions

- Project management
- Engineering
- Scaffolding and lifts
- Labor to mount devices for the scope proposed herein
- Final connections in the control panel
- Programming
- Final testing and certification
- One (1) year warranty

## Exclusions

**The following is required and to be provided by the City of Grand Prairie and is Excluded by Siemens:**

1. Install the fiber system within enclosure near the base of pole.
2. Install Hoffman panel enclosure to pole with pole mount kit above approximately 8' above grade.
3. Green earth ground conductor to within Hoffman enclosure and terminate on Panduit Panduit UGB20-414-6 ground bus. (Needed for surge protection devices).
4. Provide 110VAC power landed to quad outlet within the security enclosure.

**The following is required and to be provided by the City of Grand Prairie's Electrical Contractor and is Excluded by Siemens:**

1. Install Hoffman panel enclosure to pole with pole mount kit.
2. Green earth ground conductor to within Hoffman enclosure and terminate on Panduit Panduit UGB20-414-6 ground bus. (Needed for surge protection devices.)
3. Provide conduit from Hoffman panel enclosure J-Box feeding the camera(s).
4. Siemens will add a camera (P6) viewing east across the entry drive and fence line beyond (along Harwood). There appears to be conduit back into the building close by, but it is not known if it's usable. If not usable, Customer to provide conduit and cabling (one CAT-6) back into the building to the security network switch located in the mechanical room.

### **Additional Exclusions:**

- Design submittals
- Scaffolding and lifts
- Conduits, raceway, and supports
- Fire caulking
- Electrical boxes and supports
- Wire and labor to pull the wire for the scope proposed herein
- Electrical as specified to be provided by City of Grand Prairie electrical contractor
- Milestone NVR
- Client pc workstation hardware including PC, monitors, keyboard/mouse, graphic cards, DVD drives, hard drives
- UPS for client workstations
- UPS power for Network switches
- Network PoE switches
- Rack space for mounting security equipment
- Identification or clearing of underground utilities
- Landscaping
- Trenching
- Base building CAD drawings

Construction permits and other permits (e.g. general construction, mechanical, electrical, plumbing, security, etc.)

- UL placard
- Removing, replacing, patching, or painting of ceilings or walls
- Overtime

- After hours work
- 110VAC power
- Asbestos abatement, and work within asbestos areas
- Additional testing due to others
- Costs associated with multiple trips to the jobsite due to incompleion by others
- Damage by other contractors
- Any consequential damages, loss of use, loss of revenue, and any third party consequential damages •

Performance or Payment bonds

- Per project aggregate general liability insurance
- Professional liability insurance
- Errors and omissions insurance
- Bonding or special insurance
- Owner provided insurance
- Certified payroll
- Wage scale or Davis-Bacon wages

## Clarifications

**The following is required and to be provided by the City of Grand Prairie and is Excluded by Siemens:**

1. Install the fiber system within enclosure near the base of pole.
2. Install Hoffman panel enclosure to pole with pole mount kit above approximately 8' above grade.
3. Green earth ground conductor to within Hoffman enclosure and terminate on Panduit UGB20-414-6 ground bus. (Needed for surge protection devices).
4. Provide 120VAC power landed to quad outlet within the security enclosure.

**The following is required and to be provided by the City of Grand Prairie's Electrical Contractor and is Excluded by Siemens:**

1. Install Hoffman panel enclosure to pole with pole mount kit.
2. Green earth ground conductor to within Hoffman (security enclosure) and terminate on Panduit UGB20-414-6 ground bus. (Needed for surge protection devices.)
3. Provide conduit from Hoffman panel enclosure J-Box feeding the camera(s).
4. Siemens will add a camera (P6) viewing east across the entry drive and fence line beyond (along Harwood). There appears to be conduit back into the building close by, but it is not known if it's usable. If not usable, Customer to provide conduit and cabling (one CAT-6) back into the building to the security network switch located in the mechanical room.

### **Additional Clarifications:**

Enclosures and back panels provided by and installed by others.

120VAC provided by and installed by others.

Grounding to panel-mounted ground bus provided by and installed by others.

Fiber optic cabling, terminations, strain-relief, and media management by provided by and installed by others (both ends).

Minimum 2-core fiber home-run to each camera pole enclosure provided by and installed by others. Specified at 50/125 micron, Multimode, (LC) terminated at pole. Terminations at head-end dependent upon SFP type, as provided by and installed by others.

Proposal assumes the existing light poles can sustain the added weight represented by the addition of proposed cameras and paging horns. Proposal specifically excludes engineering calculations, load testing, re-certification, and/or replacement of light poles.

Camera installation height is proposed at approximately 20 ft. above grade to allow for views above the height of parked tractor trailers. At that height and mounted to unknown poles, some sway and vibration may be detected in the captured scene. Some if not most may be mitigated by the VMS software. Proposal specifically excludes any additional video stabilization over what is native in the proposed camera and the existing VMS software.

Customer is responsible for providing AutoCAD DWG drawings of the building(s) in a timely manner at no cost to Siemens.

Customer is responsible for providing fiber between equipment and devices. Each fiber raceway must terminate and tested at a listed box or enclosure.

Siemens does not know the condition of all existing wire, equipment, and devices to be reused. Siemens will not be responsible for replacing any existing wire, equipment, or devices that are found to be damaged, not working correctly or not code compliant. Siemens may require a change order for replacing existing wire, equipment and/or devices.

Equipment will be invoiced upon shipment from the designated shipping point and installation charges will be invoiced as the job progresses.

Customer is responsible for providing adequate wall space and floor clearance for Siemens provided equipment and devices.

Customer is responsible for providing dedicated 110VAC power landed to quad outlet within security enclosure at camera poles and for rack spaces for Siemens panels and power supplies as necessary.

Customer is responsible for providing passwords to existing security system interfaces.

Customer is responsible for providing additional lighting if required to achieve desired illumination of the viewing area.

Customer is responsible for clearing trees and vegetation that interfere with clean line of sight.

Customer is responsible for providing IP addresses to Siemens.

Customer is responsible for providing PC client that meets or exceeds Siemens recommended specifications.

## Equipment List

Qty	Ref #	Description
10	DTK-MRJOES	PoE Surge Protector
2	N002-007-RD	Patch Cable, CAT5E, 7ft., UTP
1	VSA-1626	Rack Shelf, adjustable
1	P3807-PVE	180 Fixed Dome, multi-sensor camera
1	T94V02D	Pendant Kit
1	A7F30092607	Wall Mount for Pendant
2	Q6010-E	Camera, Panoramic Multi-sensor
2	Q6075-E	PTZ, 1080P and 40X Optical Zoom
1	A7F30094368	Wall and Pole Mount
2	5800-811	Strap set, SS, Pole mount
6	D50-2774803Y	Surge Protector, Primary Power
7	N105-025-GY	Patch Cable, Shielded, 25ft., STP
5	N002-001-RD	Patch Cable, CAT5E, 1ft., UTP
5	UGB2/0-414-6	Ground Bus
5	UGB-IN-SO	Isolation Stand-offs
5	A7F30101822	SFP Module 1000Base-SX 850nm MM (LC) w/DMI [62.5/125jum: 220 m/722ft.)
5	A7F30101756	Media Converter, PoE+ (camera)
5	A7F30033371	DIN RAIL
5	A7F30099808	Media converter power supply, 48Vdc, 120W
5	R9999	Media Management
1	T91L61	Wall and Pole Mount
2	Q1785-LE	Fixed Bullet 2MP Camera
4	T91B47	Mount Adapter, Pole
1	P1435-LE (0890-001)	Fixed Bullet IP Camera, 10-22MM
1	P1435-LE (0890-001)	Fixed Bullet IP Camera, 10- 22MM

**Sell Price**

Total Quote Price	\$38,100.00
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## Payment Terms

### Payment Terms Acceptance Agreement

The total price of: \$38,100.00 and the estimated return on investment are based on the items outlined in this proposal. ANY statements made herein regarding savings that may be achieved by implementing the services offered in this proposal are estimates only. No warranty, either expressed or implied, shall be construed to arise from such statements, nor shall such statements be construed as constituting a guarantee by Siemens that such savings will occur if the services are implemented.

### Terms and Conditions Disclaimer

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

*This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from the delivery date of July 17, 2020. Payment is due within 30 days of invoice date.*

**Payment Terms: 25% mobilization in advance, progress payments**

**Total: \$38,100.00**

## Terms & Conditions Link(s)

### Terms and Conditions (Click to download)

[Terms & Conditions](#)

([www.siemens.com/download?A6V10946842](http://www.siemens.com/download?A6V10946842))

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

## Attachment A

### Riders (Click on rider below to download)

[SI Mass Notification Rider](#)

([www.siemens.com/download?A6V10946167](http://www.siemens.com/download?A6V10946167))

[SI Monitoring Rider](#)

([www.siemens.com/download?A6V10946171](http://www.siemens.com/download?A6V10946171))

[SI Online Backup and Data Protection](#)

([www.siemens.com/download?A6V10946174](http://www.siemens.com/download?A6V10946174))

[SI Software License Warranty](#)

([www.siemens.com/download?A6V10946180](http://www.siemens.com/download?A6V10946180))

[SI Consulting Rider](#)

([www.siemens.com/download?A6V10946838](http://www.siemens.com/download?A6V10946838))

## Signature Page

### Proposed by:

Siemens Industry, Inc.

\_\_\_\_\_  
Company

David Radtke

\_\_\_\_\_  
Name

5013010

\_\_\_\_\_  
Proposal #

\$38,100.00

\_\_\_\_\_  
Proposal Amount

July 17, 2020

\_\_\_\_\_  
Date

### Accepted by:

CITY OF GRAND PRAIRIE

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order #

Siemens Unit Pricing  
City of Grand Prairie Auto Pound Cameras  
Siemens Proposal\_c06d33bcc2c5  
July 17, 2020

Quantity	Description	Unit Cost	Line Price
<b>Head End Equipment</b>			
2	PoE Surge Protector	\$64.04	\$128.08
2	Patch Cable, 7ft, UTP	\$5.79	\$11.58
1	Rack Shelf, adjustable	\$232.42	\$232.42
1	Misc Connectors	\$82.00	\$82.00
1	Lot Labor	\$2,278.20	\$2,278.20
<b>Building Front Camera</b>			
1	180 Fixed Dome, multi-sensor camera	\$1,319.43	\$1,319.43
1	Pendant Kit	\$87.04	\$87.04
1	Wall Mount for Pendant	\$38.15	\$38.15
1	Misc Connectors	\$39.60	\$39.60
1	Lot Labor	\$756.77	\$756.77
<b>Pole 1</b>			
1	Camera, Panoramic Multi-sensor	\$1,985.97	\$1,985.97
1	PTZ, 1080P and 40X Optical Zoom	\$3,031.07	\$3,031.07
1	Wall and Pole Mount	\$99.82	\$99.82
1	Strap set, SS, Pole Mount	\$31.30	\$31.30
2	PoE Surge Protector	\$64.04	\$128.08
1	Surge Protector, Primary Power	\$180.32	\$180.32
2	Patch Cable, Shielded, 25ft STP	\$14.43	\$28.86
1	Patch Cable, CAT5E, 1ft, UTP	\$1.74	\$1.74
1	Ground Bus	\$38.84	\$38.84
1	Isolation Stand-offs	\$26.19	\$26.19
1	SFP Module 1000Base-SX 850nm MM (LC) w/DMI {62.5/125jum: 220 m/722ft.)	\$44.44	\$44.44
1	Medial Converter, PoE+ (camera)	\$397.06	\$397.06
1	DIN RAIL	\$6.20	\$6.20
1	Media converter power supply, 48Vdc, 120W	\$137.53	\$137.53
1	Media Management	\$74.48	\$74.48
1	Misc Connectors	\$148.02	\$148.02
1	Lot Labor	\$1,963.66	\$1,963.66

Siemens Unit Pricing  
City of Grand Prairie Auto Pound Cameras  
Siemens Proposal\_c06d33bcc2c5  
July 17, 2020

**Pole 2**

1	Camera, Panoramic Multi-sensor	\$1,985.97	\$1,985.97
1	PTZ, 1080P and 40X Optical Zoom	\$3,031.07	\$3,031.07
1	Wall and Pole Mount	\$99.82	\$99.82
1	Strap set, SS, Pole Mount	\$31.30	\$31.30
2	PoE Surge Protector	\$64.04	\$128.08
1	Surge Protector, Primary Power	\$180.32	\$180.32
2	Patch Cable, Shielded, 25ft STP	\$14.43	\$28.86
1	Patch Cable, CAT5E, 1ft, UTP	\$1.74	\$1.74
1	Ground Bus	\$38.84	\$38.84
1	Isolation Stand-offs	\$26.19	\$26.19
1	SFP Module 1000Base-SX 850nm MM (LC) w/DMI {62.5/125jum: 220 m/722ft.)	\$44.44	\$44.44
1	Media Converter, PoE+ (camera)	\$397.06	\$397.06
1	DIN RAIL	\$6.20	\$6.20
1	Media converter power supply, 48Vdc, 120W	\$137.53	\$137.53
1	Media Management	\$74.48	\$74.48
1	Misc Connectors	\$148.02	\$148.02
1	Lot Labor	\$1,963.66	\$1,963.66

**Pole 3**

1	Fixed Bullet, 2MP Camera	\$1,172.71	\$1,172.71
1	Mount Adapter, Pole	\$83.14	\$83.14
1	PoE Surge Protector	\$64.04	\$64.04
1	Surge Protector, Primary Power	\$180.32	\$180.32
1	Patch Cable, Shielded, 25ft STP	\$14.43	\$14.43
1	Patch Cable, CAT5E, 1ft, UTP	\$1.74	\$1.74
1	Ground Bus	\$38.84	\$38.84
1	Isolation Stand-offs	\$26.19	\$26.19
1	SFP Module 1000Base-SX 850nm MM (LC) w/DMI {62.5/125jum: 220 m/722ft.)	\$44.44	\$44.44
1	Media Converter, PoE+ (camera)	\$397.06	\$397.06
1	DIN RAIL	\$6.20	\$6.20
1	Media converter power supply, 48Vdc, 120W	\$137.53	\$137.53
1	Media Management	\$74.48	\$74.48
1	Misc Connectors	\$44.29	\$44.29
1	Lot Labor	\$2,022.83	\$2,022.83

Siemens Unit Pricing  
City of Grand Prairie Auto Pound Cameras  
Siemens Proposal\_c06d33bcc2c5  
July 17, 2020

**Pole 4**

1	Fixed Bullet IP Camera, 10-22MM	\$585.87	\$585.87
1	Mount Adapter, Pole	\$83.14	\$83.14
1	PoE Surge Protector	\$64.04	\$64.04
1	Surge Protector, Primary Power	\$180.32	\$180.32
1	Patch Cable, Shielded, 25ft STP	\$14.43	\$14.43
1	Patch Cable, CAT5E, 1ft, UTP	\$1.74	\$1.74
1	Ground Bus	\$38.84	\$38.84
1	Isolation Stand-offs	\$26.19	\$26.19
1	SFP Module 1000Base-SX 850nm MM (LC) w/DMI {62.5/125jum: 220 m/722ft.)	\$44.44	\$44.44
1	Media Converter, PoE+ (camera)	\$397.06	\$397.06
1	DIN RAIL	\$6.20	\$6.20
1	Media converter power supply, 48Vdc, 120W	\$137.53	\$137.53
1	Media Management	\$74.48	\$74.48
1	Misc Connectors	\$44.29	\$44.29
1	Lot Labor	\$2,022.83	\$2,022.83

**Pole 5**

1	Fixed Bullet, 2MP Camera	\$1,172.71	\$1,172.71
1	Mount Adapter, Pole	\$83.14	\$83.14
1	PoE Surge Protector	\$64.04	\$64.04
1	Surge Protector, Primary Power	\$180.32	\$180.32
1	Patch Cable, Shielded, 25ft STP	\$14.43	\$14.43
1	Patch Cable, CAT5E, 1ft, UTP	\$1.74	\$1.74
1	Ground Bus	\$38.84	\$38.84
1	Isolation Stand-offs	\$26.19	\$26.19
1	SFP Module 1000Base-SX 850nm MM (LC) w/DMI {62.5/125jum: 220 m/722ft.)	\$44.44	\$44.44
1	Media Converter, PoE+ (camera)	\$397.06	\$397.06
1	DIN RAIL	\$6.20	\$6.20
1	Media converter power supply, 48Vdc, 120W	\$137.53	\$137.53
1	Media Management	\$74.48	\$74.48
1	Misc Connectors	\$44.29	\$44.29
1	Lot Labor	\$2,022.83	\$2,022.83

Siemens Unit Pricing  
City of Grand Prairie Auto Pound Cameras  
Siemens Proposal\_c06d33bcc2c5  
July 17, 2020

		<b>Pole 6</b>	
1	Fixed Bullet IP Camera, 10-22MM	\$585.87	\$585.87
1	Mount Adapter, Pole	\$83.14	\$83.14
1	PoE Surge Protector	\$64.04	\$64.04
1	Surge Protector, Primary Power	\$180.32	\$180.32
1	Misc Connectors	\$32.70	\$32.70
1	Lot Labor	\$757.87	\$757.87
1	All terrain articulating boom lift	\$2,437.76	\$2,437.76
			\$38,100.00

# Untitled Map

Impound

## Legend

 3010 Hardrock Rd



Google Earth

© 2020 Google

100 ft

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

Fund/Activity Account: 401091-02004603  
 Project Title: FY 20 Misc Police IT Items  
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE
Comm & Video (68270)	\$163,500	\$163,500	\$0	\$163,500
				\$0
<b>TOTAL</b>	<b>\$163,500</b>	<b>\$163,500</b>	<b>\$0</b>	<b>\$163,500</b>



Legislation Details (With Text)

**File #:** 20-10316      **Version:** 1      **Name:** Change Order #6 to Construction contract with Axis Contracting, Inc. for Intersection Improvements at three locations

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

**File created:** 8/21/2020      **In control:** Engineering

**On agenda:** 9/1/2020      **Final action:**

**Title:** Change Order/Amendment No. 6 in the net amount of \$14,116 with Axis Contracting, Inc. for Intersection Improvements at three locations (Lone Star Parkway/S. Belt Line Road, Great Southwest Parkway/Lake Ridge Parkway, and Jefferson Street/ South Carrier Parkway intersections)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [WO 620.70.pdf](#)

Date	Ver.	Action By	Action	Result
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**From**

max

**Title**

Change Order/Amendment No. 6 in the net amount of \$14,116 with Axis Contracting, Inc. for Intersection Improvements at three locations (Lone Star Parkway/S. Belt Line Road, Great Southwest Parkway/Lake Ridge Parkway, and Jefferson Street/ South Carrier Parkway intersections)

**Presenter**

Walter Shumac, Director of Transportation, and Romin Khavari, City Engineer

**Recommended Action**

Approve

**Analysis**

On December 17, 2019 City Council Approved a construction Contract with Axis Contracting, Inc. in the amount of \$1,252,354 for Intersection Improvements at three locations; Material testing with Team Consultants in the amount of \$28,275; 5% contingency in the amount of \$62,618; In-house labor distribution in the amount of \$62,618 for a total project cost of \$1,405,865.

This project provides for paving, sidewalks, barrier free ramps, traffic signals and drainage improvements at Lone Star Parkway/S. Belt Line Road, Great Southwest Parkway/Lake Ridge Parkway, and Jefferson Street/ South Carrier Parkway intersections.

**Proposed Change order/Amendment No. 6** provides for Traffic signal/ PED pole modifications at Carrier Parkway/Jefferson Street intersection for a total amount of \$14,116

Change order/Amendment No. 5 in the amount of \$5,750 provided for 3” electrical conduit repairs in Carrier Parkway south of Jefferson.

Change order/Amendment No. 4 approved by Council July 15, 2020 provided for Traffic signal modifications at south Carrier Parkway/Jefferson Street intersection for a total increase of \$11,142 and a total decrease of \$3,315 for a net total increase of \$7,827.

Change order/Amendment No. 3 in the amount of \$41,580 provided for Storm drain modifications due to conflicts at South Carrier Pkwy/ Jefferson St. intersections.

Change order/Amendment No. 2 in the amount of \$4,275 provided for Electrical Wire adjustments at Great Southwest Pkwy/ Lakeridge Pkwy Intersection.

Change order/Amendment No. 1 was voided under C.O 3 due to a technical error.

Revised completion date is January 16, 2021.

**Financial Consideration**

Funding for change order/amendment #4, in the total amount of \$14,116, is available in the Street Capital Projects Fund (400192) WO #02007003 (FY20 Intersection Improvements)

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

Fund/Activity Account: 400192 / 02007003  
 Project Title: FY20 Intersection Improvements  
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Prof Eng Serv (61041)	\$46,270	\$4,270	\$0	\$4,270	\$46,270
Eng/Geo/Con (68560)	\$125,505	\$2	\$0	\$2	\$125,505
Construction (68540)	\$1,321,472	\$6,500	\$0	\$6,500	\$1,321,472
Labor (68999)	\$2,658	\$2,658	\$0	\$2,658	\$2,658
Minor Equip (60520)	\$30,575	\$0	\$0	\$0	\$30,575
Traffic Signal Equip (68513)	\$29,385	\$0	\$0	\$0	\$29,385
Minor Equipment (60520)		\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$1,555,865</b>	<b>\$13,430</b>	<b>\$0</b>	<b>\$13,430</b>	<b>\$1,555,865</b>



Legislation Details (With Text)

**File #:** 20-10335      **Version:** 1      **Name:** 2019 Council Meeting Schedule  
**Type:** Agenda Item      **Status:** Presentations  
**File created:** 8/25/2020      **In control:** City Secretary  
**On agenda:** 9/1/2020      **Final action:**  
**Title:** 2021 City Council Meeting Schedule  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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**From**  
Mona Lisa Galicia, Deputy City Secretary

**Title**  
2021 City Council Meeting Schedule

**Presenter**  
Mayor Jensen

**Recommended Action**  
Approve

**Analysis**  
Planning and Zoning hearings and other city events are contingent upon Council Meeting dates, so it is important that the 2020 Council Meeting scheduled be approved in advance of the end of the year. Proposed 2021 Council meeting dates are as follows:

- January 5 & 19
- February 2 & 16
- March 2 & 16
- April 6 & 20
- May 4 & 18
- June 1 & 15
- July 13
- August 3 & 17

September 7 & 21

October 12

November 2 & 16

December 14

**Financial Consideration**

NA



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
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**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**

<b>Service type</b>	<b>Rate</b>
<b>Residential Curbside Services Franchise Collection Rate</b>	<b>\$ 7.67</b>
<b>Commercial Hand Collect Trash Franchisee Collection Rate</b>	<b>\$ 9.87 per billable unit</b>

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 Load	\$ 15.29	Per month
South of I-20 charge Roll Off	\$ 16.21	Per trip
Placement or Relocation fee	\$ 71.00	
Obstruction Charge - Front Load	Equal to extra dump fee for customer's container size	
Obstruction Charge - Roll Off	\$ 71.63	
Deposit	Equal to one month's service plus taxes	

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.**



Legislation Details (With Text)

<b>File #:</b>	20-10306	<b>Version:</b>	1	<b>Name:</b>	Solid Waste Ordinance - Republic Rate Increase Request
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/20/2020	<b>In control:</b>		<b>In control:</b>	Environmental Services
<b>On agenda:</b>	9/1/2020	<b>Final action:</b>		<b>Final action:</b>	

**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
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**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

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)

<b>File #:</b>	20-10303	<b>Version:</b>	1	<b>Name:</b>	Denton County Master Interlocal Purchasing Agreement
<b>Type:</b>	Resolution	<b>Status:</b>			Consent Agenda
<b>File created:</b>	8/20/2020	<b>In control:</b>			City Council
<b>On agenda:</b>	9/1/2020	<b>Final action:</b>			
<b>Title:</b>	Resolution authorizing the City Manager to execute a master interlocal purchasing agreement between the City of Grand Prairie and Denton County, Texas				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Interlocal Cooperative Purchasing Agreement - Grand Prairie.pdf</a>				

Date	Ver.	Action By	Action	Result
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**From**  
Bryce Davis, Purchasing Manager

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

**Presenter**  
Bryce Davis, Purchasing Manager

**Recommended Action**  
Approve

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

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

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

**Financial Consideration**  
None

**Body**

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER INTERLOCAL AGREEMENT WITH DENTON COUNTY, TEXAS**

**WHEREAS**, the City Council of the City of Grand Prairie, Texas, approves the City Manager entering into an Interlocal Purchasing Agreement with Denton County, Texas providing for a cooperative purchasing program for goods and services; designating the Purchasing Manager or his designee, as the official representative for the City of Grand Prairie; and

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

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

**SECTION 1.** THAT entry into an Interlocal Cooperative Purchasing Agreement with Denton County, Texas is found to be acceptable and in the best interest of the City of Grand Prairie and its citizens and is hereby approved.

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

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

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

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT  
BETWEEN THE CITY OF GRAND PRAIRIE AND DENTON COUNTY, TEXAS**

**STATE OF TEXAS**

**COUNTY OF DENTON**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the Denton County, and the **City of Grand Prairie**; jointly referred to herein as “parties”.

WHEREAS, the respective parties are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing of necessary materials and supplies;

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purpose of the Interlocal Cooperation Act;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS, it is deemed in the best interest of all parties that said governments do enter into a mutually satisfactory agreement for the purchase of certain materials and supplies;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

**I.  
Purpose**

The purpose of this Agreement is to authorize the parties’ mutual participation in various contracts for the purchase of various goods and services. Participation in this cooperative program will be highly beneficial to the taxpayers of the participating parties through anticipated savings to be realized.

**II.**  
**Duration of Agreement**

This Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

**III.**  
**Relationship of Parties**

It is agreed that the parties, in receiving products and/or services specified in this agreement, shall act as an independent purchaser and shall have control of its needs and the manner in which they are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any Supplier Agreement obtained in accordance with Texas law.

Parties shall notify all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the Cooperative Purchasing list of contracts.

Nothing in this agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this agreement individually and in its own behalf.

Purchasing Agent is hereby designated as the official representative to act for Denton County in all matters relating to this agreement.

\_\_\_\_\_ is hereby designated as the official representative to act for the **City of Grand Prairie** in all matters relating to this agreement.

**IV.**  
**Purchase of Goods and Services**

All products and services shall be procured in accordance with procedures governing competitive bids and competitive proposals.

The parties will be able to purchase from those contracts established by the other where notice has been given in the specifications and successful bidder has accepted terms for Cooperative Purchasing Agreements for local governments.

The parties hereto agree that the ordering of products and services through this agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly, or as deemed advantageous to both parties.

The parties agree to pay successful bidders or anticipating governments directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

Parties do not warrant and are not responsible for the quality or delivery of products or services from successful bidder. The participating parties shall receive all warranties provided by successful bidder for the products or services purchased.

In the event that any dispute arises between individual parties and a successful bidder, the same shall be handled by and between the participating party's governmental body and the bidder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers thereon the day and the year first above written.

**DENTON COUNTY, TEXAS**

\_\_\_\_\_  
By: Andy Eads  
Denton County Judge

\_\_\_\_\_  
By:  
**CITY OF GRAND PRAIRIE**

Acting on behalf of and by authority  
of the Denton County Commissioners Court

Approved as to content:

\_\_\_\_\_  
Director of Purchasing

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney



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
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**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
<b>TOTAL</b>	<b>\$1,100,000</b>	<b>\$543,939</b>	<b>\$632,813</b>	<b>\$1,176,752</b>	<b>\$1,732,813</b>

 <b>Evaluation Score Card</b> 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
<b>Evaluation Criteria</b>	<b>Maximum Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>
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	
<b>Total</b>	<b>100.00</b>	<b>84.00</b>	<b>78.33</b>	<b>55.52</b>	
<b>Complete and accurate bid</b>		✓	✓	✓	
<b>Notes</b>		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.					

 <b>Evaluation Score Card</b> WATER UTILITIES METAL PREFABRICATED BUILDING RFP # 20142 - Step 2 Proposal Submissions		Recommended for Award	
		The Nay Co Waxahachie, TX	CVAL Innovations Dallas, TX
<b>Negotiation Criteria</b>			
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		
<b>Negotiations Held</b>	✓		
<b>Notes</b>	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)

<b>File #:</b>	20-10295	<b>Version:</b>	1	<b>Name:</b>	Atmos 2019 RRM Ordinance
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/18/2020	<b>In control:</b>		<b>In control:</b>	City Attorney
<b>On agenda:</b>	9/1/2020	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	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				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Exhibits A, B, C</a> <a href="#">Attachments to Analysis Report</a>				

Date	Ver.	Action By	Action	Result
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**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

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**

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

**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:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 20.25 per month
Rider CEE Surcharge	\$ 0.05 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 20.30 per month</b>
Commodity Charge – All <u>Ccf</u>	\$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.

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

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

**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:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 54.50 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 54.52 per month</b>
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.

<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

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

**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:

<b>Charge</b>	<b>Amount</b>
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).

**Curtailed 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.

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

**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.

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

**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:

<b>Charge</b>	<b>Amount</b>
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.

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

**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**

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

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  $i^{th}$  rate schedule or classification expressed in cents per Ccf
- $R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.
- $HSF_i$  = heat sensitive factor for the  $i^{th}$  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  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

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

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

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

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
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](http://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**

Line No.	Description	Shared Services		Mid-Tex Direct		Adjustment Total	
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Executive Benefit Plan		
	(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%		37.83%		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 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 includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAMI.						
21							
22	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.						
23							

**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	
	Revenue Related Taxes on Annual			Amortization * Tax	
30	Amortization		\$ 799,924	Factor	
31	Amortization Including Revenue		<u>\$ 11,971,097</u>	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)
<b>Residential</b>								
1	Customer Charge	\$ 19.55	\$ 20.25	13,644,834		\$ 266,756,505	\$ 276,307,889	
2	Consumption Charge	0.17423	0.26651		608,491,998	106,017,561	162,169,202	
3	Revenue Related Taxes					26,692,882	31,397,617	
4	Total Class Revenue					\$ 399,466,948	\$ 469,874,708	\$ 70,407,760
<b>Commercial</b>								
5	Customer Charge	\$ 46.50	\$ 54.50	1,115,081		\$ 51,851,267	\$ 60,771,915	
6	Consumption Charge	0.09924	0.11728		398,510,866	39,548,218	46,737,354	
7	Revenue Related Taxes					6,544,757	7,698,315	
8	Total Class Revenue					\$ 97,944,242	\$ 115,207,584	\$ 17,263,342
<b>Industrial &amp; Transportation</b>								
9	Customer Charge	\$ 845.50	\$ 1,014.50	7,272		\$ 6,148,476	\$ 7,377,444	
10	Consumption Charge Tier 1	0.3572	0.4157		7,769,155	2,775,142	3,229,638	
11	Consumption Charge Tier 2	0.2616	0.3044		8,666,094	2,267,050	2,637,959	
12	Consumption Charge Tier 3	0.0561	0.0653		13,696,172	768,355	894,360	
13	Revenue Related Taxes					856,339	1,012,467	
14	Total Class Revenue					\$ 12,815,362	\$ 15,151,868	\$ 2,336,505
<b>Total Excluding Other Revenue</b>						\$ 510,226,552	\$ 600,234,159	\$ 90,007,608
<b>Revenue Related Tax Factor</b>						7.1606%		

**Attachment 2  
to 2020 RRM Staff Report**

**Bill Impact**





**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**

	<b>ACSC Settled</b>	<b>DARR Filing</b>	<b>ATM Filing</b>	<b>Environs Filing</b>
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



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
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**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.**

**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
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$291,280</b>	<b>\$291,280</b>	<b>\$291,280</b>



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.pdf](#)  
[WO 619.175 WTER.pdf](#)  
[WO 619.176 WWST.pdf](#)

Date	Ver.	Action By	Action	Result
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**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 3<sup>rd</sup> 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.

<u>Company</u>	<u>Base Bid</u>	<u>Total Bid</u>
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.**



August 20<sup>th</sup>, 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. 3<sup>rd</sup> 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.

<b>Contractor</b>	<b>Pre-Bid Attendance</b>	<b>Addendum 1</b>	<b>Total Bid</b>
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  
CAPITAL PROJECTS BUDGET SUMMARY**

Fund/Activity Account: 401592 / 01906403  
 Project Title: Dickey Road Storm Drain Improvements  
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
68540 Construction	\$1,112,500	\$1,112,500	\$0	\$1,112,500	\$1,112,500
68560 Eng/Con/Geo	\$203,500	\$53,131	\$0	\$53,131	\$203,500
68999 Labor	\$64,000	\$63,250	\$0	\$63,250	\$64,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$1,380,000</b>	<b>\$1,228,881</b>	<b>\$0</b>	<b>\$1,228,881</b>	<b>\$1,380,000</b>

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

Fund/Activity Account: 500592 / 01917503  
 Project Title: Dickey Rd WTER  
 Current Request: \$529,830.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
68540 Construction	\$333,750	\$333,750	\$529,830	\$863,580	\$863,580
68560 Eng/Con/Geo	\$45,405	\$22,500	\$0	\$22,500	\$45,405
68999 Labor	\$18,750	\$16,875	\$0	\$16,875	\$18,750
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$397,905</b>	<b>\$373,125</b>	<b>\$529,830</b>	<b>\$902,955</b>	<b>\$927,735</b>

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

Fund/Activity Account: 500692 / 01917603  
 Project Title: Dickey Rd WWST  
 Current Request: \$80,916.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
68540 Construction	\$275,900	\$275,900	\$80,916	\$356,816	\$356,816
68560 Eng/Con/Geo	\$46,181	\$18,600	\$0	\$18,600	\$46,181
68999 Labor	\$15,500	\$15,500	\$0	\$15,500	\$15,500
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$337,581</b>	<b>\$310,000</b>	<b>\$80,916</b>	<b>\$390,916</b>	<b>\$418,497</b>



Legislation Details (With Text)

<b>File #:</b>	20-10308	<b>Version:</b>	1	<b>Name:</b>	Ordinance; Construction Contract with Scott Dennett Construction, LC for Warmack Library Parking Expansion
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/20/2020	<b>In control:</b>		<b>In control:</b>	Engineering
<b>On agenda:</b>	9/1/2020	<b>Final action:</b>		<b>Final action:</b>	

**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.pdf](#)

Date	Ver.	Action By	Action	Result
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**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.**

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

Fund/Activity Account: 402093 / 02002003  
 Project Title: Warmack Parking Lot & Lighting  
 Current Request: \$93,038.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
68450 Eng-Design	\$54,775	\$2	\$0	\$2	\$54,775
68540 Construction	\$195,225	\$195,225	\$93,038	\$288,263	\$288,263
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$250,000</b>	<b>\$195,227</b>	<b>\$93,038</b>	<b>\$288,265</b>	<b>\$343,038</b>



Legislation Details (With Text)

**File #:** 20-10158      **Version:** 1      **Name:** Z200701/CP200701 - Zoning Change/Concept Plan - January Hill

**Type:** Ordinance      **Status:** Public Hearing Consent Agenda

**File created:** 7/10/2020      **In control:** Planning and Zoning Commission

**On agenda:** 9/1/2020      **Final action:**

**Title:** Z200701/CP200701 - Zoning Change/Concept Plan - January Hill (City Council District 5). Zoning Change and Concept Plan for January Hill, a proposed development with Single Family Townhouse, Multi-Family, and General Retail Uses on 22.5 acres. Tracts 3.1, 3.4, 3.6 P H Ford Survey, Abstract No. 1711, Tracts 4.1, 4.2, 4.7, and 4.9, Joseph C Reed Survey, Abstract No. 1729, City of Grand Prairie, Dallas County, Texas, zoned PD-108, PD-196, SF-4, and GR, within the SH-161 Corridor Overlay District, and generally located west of SH-161 on the south side of January Ln. (On June 27, 2020, the Planning and Zoning Commission tabled this case by a vote of 9-0)

**Sponsors:**

**Indexes:**

**Code sections:**

- Attachments:** [Exhibit A - Location Map.pdf](#)  
[Exhibit B - Concept Plan.pdf](#)  
[Exhibit C - Conceptual Renderings.pdf](#)  
[Attachment i - Proposed PD Standards.pdf](#)  
[PZ Draft Minutes 08-10-2020.pdf](#)

Date	Ver.	Action By	Action	Result
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**From**

Monica Espinoza

**Title**

Z200701/CP200701 - Zoning Change/Concept Plan - January Hill (City Council District 5). Zoning Change and Concept Plan for January Hill, a proposed development with Single Family Townhouse, Multi-Family, and General Retail Uses on 22.5 acres. Tracts 3.1, 3.4, 3.6 P H Ford Survey, Abstract No. 1711, Tracts 4.1, 4.2, 4.7, and 4.9, Joseph C Reed Survey, Abstract No. 1729, City of Grand Prairie, Dallas County, Texas, zoned PD-108, PD-196, SF-4, and GR, within the SH-161 Corridor Overlay District, and generally located west of SH-161 on the south side of January Ln. (On August 10, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

**Presenter**

Savannah Ware, AICP, Chief City Planner

**Recommended Action**

Approve

**Analysis**

**SUMMARY:**

Zoning Change and Concept Plan for January Hill, a proposed development with Single Family Townhouse, Multi-Family, and General Retail Uses on 22.5 acres. Tracts 3.1, 3.4, 3.6 P H Ford Survey, Abstract No. 1711, Tracts 4.1, 4.2, 4.7, and 4.9, Joseph C Reed Survey, Abstract No. 1729, City of Grand Prairie, Dallas County, Texas, zoned PD-108, PD-196, SF-4, and GR, within the SH-161 Corridor Overlay District, and generally located west of SH-161 on the south side of January Ln.

**PURPOSE OF REQUEST:**

The purpose of the request is to rezone the subject property to a Planned Development District for Single Family Townhome, Multi-Family and General Retail Uses.

**ADJACENT LAND USES:**

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

**Table 1: Adjacent Zoning and Land Uses**

Direction	Zoning	Existing Use
North	PD-347	Industrial
South	SF-4	Single Family Residential, Undevelope
West	SF-3	Single Family Residential
East	SF-4	Undeveloped; SH-161

**PROPOSED USE CHARACTERISTICS AND FUNCTION:**

The applicant is proposing a Planned Development District for Single Family Townhouse, Multi-Family and General Retail Uses. The Concept Plan depicts the elements listed below.

- A proposed retail building on 3.89 acres that is accessible from two points on January Lane.
- Twelve multi-family residential buildings and one leasing/clubhouse building on 15.97 acres. The multi-family buildings are placed close to January Lane and configured to frame the primary internal drive and screen surface parking lots from view.
- The drive that connects to May Lane is for emergency access only with a secured gate at the property line and another secured gate closer to Building 13.
- Five clusters of townhome units on 2.74 acres. The townhomes are placed adjacent to existing single family homes to serve as a buffer between the homes and the higher density multi-family buildings.
- A central open space amenity featuring trails and the preservation of existing trees. This feature serves as a natural buffer to the adjacent single family homes.

**CONFORMANCE WITH THE COMPREHENSIVE PLAN:**

The 2018 Comprehensive Plan’s Future Land Use Map (FLUM) designates this location as Medium Density Residential. Approval of this request will require an amendment to the FLUM.

The proposal is consistent with goals, policies, and objectives in the 2018 Comprehensive Plan, including:

- Achieve a broad housing selection for a diverse population;
- Provide housing options that serve the needs of the population throughout the stages of their lives;
- A mix of residential densities offers the City opportunities to attract and retain businesses as well as generate higher ad valorem tax revenues than through low density residential alone; and

- Locate higher density residential uses along roadways designated as minor arterials, principle arterials or limited access thoroughfares.

**ZONING REQUIREMENTS:**

*General Retail*

The applicant is proposing Neighborhood Services, Office, and General Retail-One as the base zoning districts. 100% of this tract shall be developed with non-residential uses.

*Multi-Family Three*

The applicant is proposing Multi-Family Three as the base zoning district with two modifications:

1. No building shall be constructed greater than four stories (Appendix W does not specify the number of stories, just the maximum height in feet).
2. A perimeter fence with gated entry shall not be required.

*Townhomes*

The applicant is proposing Single Family-Townhouse (SF-T) as the base zoning district.

**RECOMMENDATION:**

The Planning and Zoning Commission recommended approval by a vote of 8-0 with the condition that the townhome and multi-family buildings step up in height moving away from the existing single family development.

The Development Review Committee (DRC) recommends approval.

**Body**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE AND MAP TO REZONE 22.5 ACRES OF LAND OUT OF THE P H FORD SURVEY, ABSTRACT NO. 1711 AND JOSEPH C REED SURVEY, ABSTRACT NO. 1729, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-108, PLANNED DEVELOPMENT-196, SINGLE FAMILY-FOUR, AND GENERAL RETAIL DISTRICTS TO A PLANNED DEVELOPMENT DISTRICT FOR SINGLE FAMILY TOWNHOUSE, MULTI-FAMILY, AND GENERAL RETAIL USES; SAID ZONING MAP AND ORDINANCE BEING ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL.**

**WHEREAS**, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and map of said city so as to rezone and reclassify said property from its classification of Planned Development-108, Planned Development-196, Single Family-Four, and General Retail Districts, to a Planned Development District for Single Family Townhouse, Multi-Family, and General Retail Uses; and

**WHEREAS**, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on August 10, 2020, after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the

ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

**WHEREAS**, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 8 to 0 to recommend approval to the City Council of Grand Prairie, Texas, of the request that the hereinafter described property be rezoned from its classification of Planned Development-108, Planned Development-196, Single Family-Four, and General Retail Districts, to a Planned Development District for Single Family Townhouse, Multi-Family, and General Retail Uses; and

**WHEREAS**, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 P.M. on September 1, 2020, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Grand Prairie, Texas, a newspaper of general circulation in such municipality; and

**WHEREAS**, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the use proposed on said property, as well as, the nature and usability of surrounding property, have found and determined that the property in question, as well as, other property within the city limits of the City of Grand Prairie, Texas, has changed in character since the enactment of the original Zoning Ordinance from its classification of Planned Development-108, Planned Development-196, Single Family-Four, and General Retail Districts; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

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

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

“AN ORDINANCE AMENDING IN ITS ENTIRETY CHAPTER 28 OF THE CODE OF ORDINANCES KNOWN AS THE ZONING ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AS PASSED AND APPROVED BY THE CITY COUNCIL ON THE 20<sup>TH</sup> DAY OF NOVEMBER, 1990, TOGETHER WITH ALL AMENDMENTS THERETO AND ENACTING A REVISED ORDINANCE ESTABLISHING AND PROVIDING FOR ZONING REGULATIONS; CREATING USE DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN...”

and passed and approved November 20, 1990, as amended, is hereby further amended so as to rezone from its classification of Planned Development-108, Planned Development-196, Single Family-Four, and General Retail Districts to a Planned Development District for Single Family Townhouse, Multi-Family, and General Retail

Uses; as described and depicted in Exhibit A - Location Map.

**SECTION 2.** THAT the purpose of this planned development is to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, compatible uses of land and compliance with appropriate design standards.

**SECTION 3.** THAT the following shall apply to development in the Planned Development District:

A. Development shall generally comply with Exhibit B - Concept Plan and Exhibit C - Conceptual Renderings.

B. Non-Residential Development:

1. Non-residential development shall comply with the use and development standards for General Retail-One (GR-1), Neighborhood Services (NS), or Office (O) Districts and Appendix F: Corridor Overlay District Standards in the Unified Development Code (UDC), as may be amended, and with the exceptions and additions included in this section.
2. The following uses shall be prohibited: boat dealer, motorcycle dealer, laundry (self-serve), mini storage, and auto parts sales (new).
3. 100% of the 3.94 acres designated for commercial/non-residential use on the Concept Plan shall be developed with non-residential uses.

C. Multi-Family Development:

1. Multi-family development shall comply with the use and development standards for Multi-Family Three (MF-3) District and Appendix W: Residential Development Standards in the UDC, as amended.
2. No building shall be constructed greater than four stories.
3. Building height should increase with distance from the existing single family residential development to the south and west. Buildings 1, 4, 5, 6, and 13 shall not exceed three stories.
4. A perimeter fence along January Lane and gated main entrance shall not be required.

D. Single Family Townhouse Development:

1. Townhouse development shall comply with the use and development standards for Single Family Townhouse (SF-T) District and Appendix W: Residential Development Standards in the UDC, as amended.
2. Townhome Buildings 2 and 3 shall not exceed two stories.

**SECTION 4.** THAT a Site Plan shall be reviewed and approved by the City Council prior to the issuance of any building permits.

**SECTION 5.** THAT it is further provided, that in case a section, clause, sentence, or part of this Ordinance

shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

**SECTION 6.** THAT all ordinances or parts of ordinances in conflict herewith are specifically repealed.

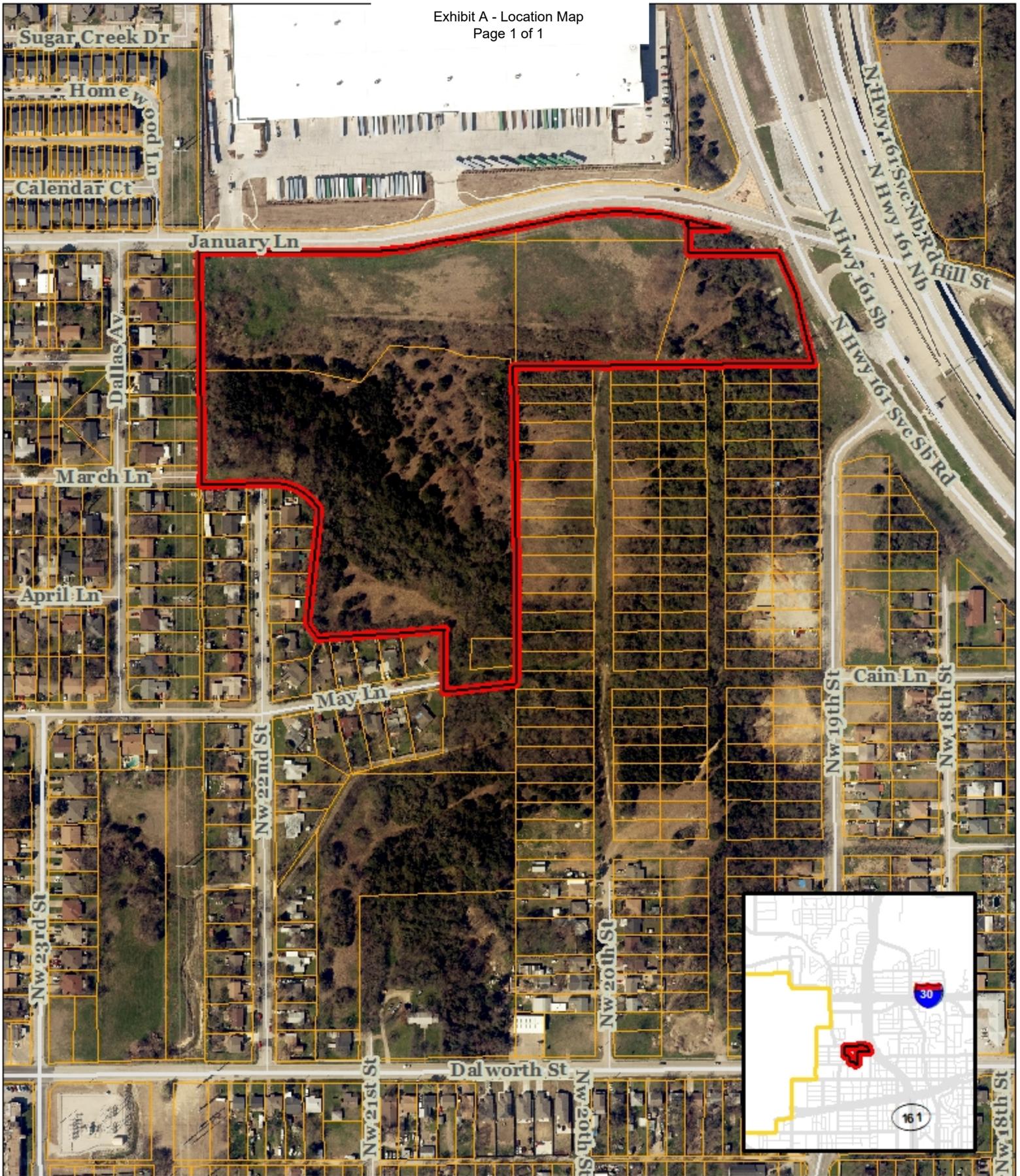
**SECTION 7.** THAT this Ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,  
this the 21<sup>st</sup> day of April, 2020.**

**Ordinance No. #-2020**

**Zoning Case No. Z200701/CP200701**

**Planned Development No. #**

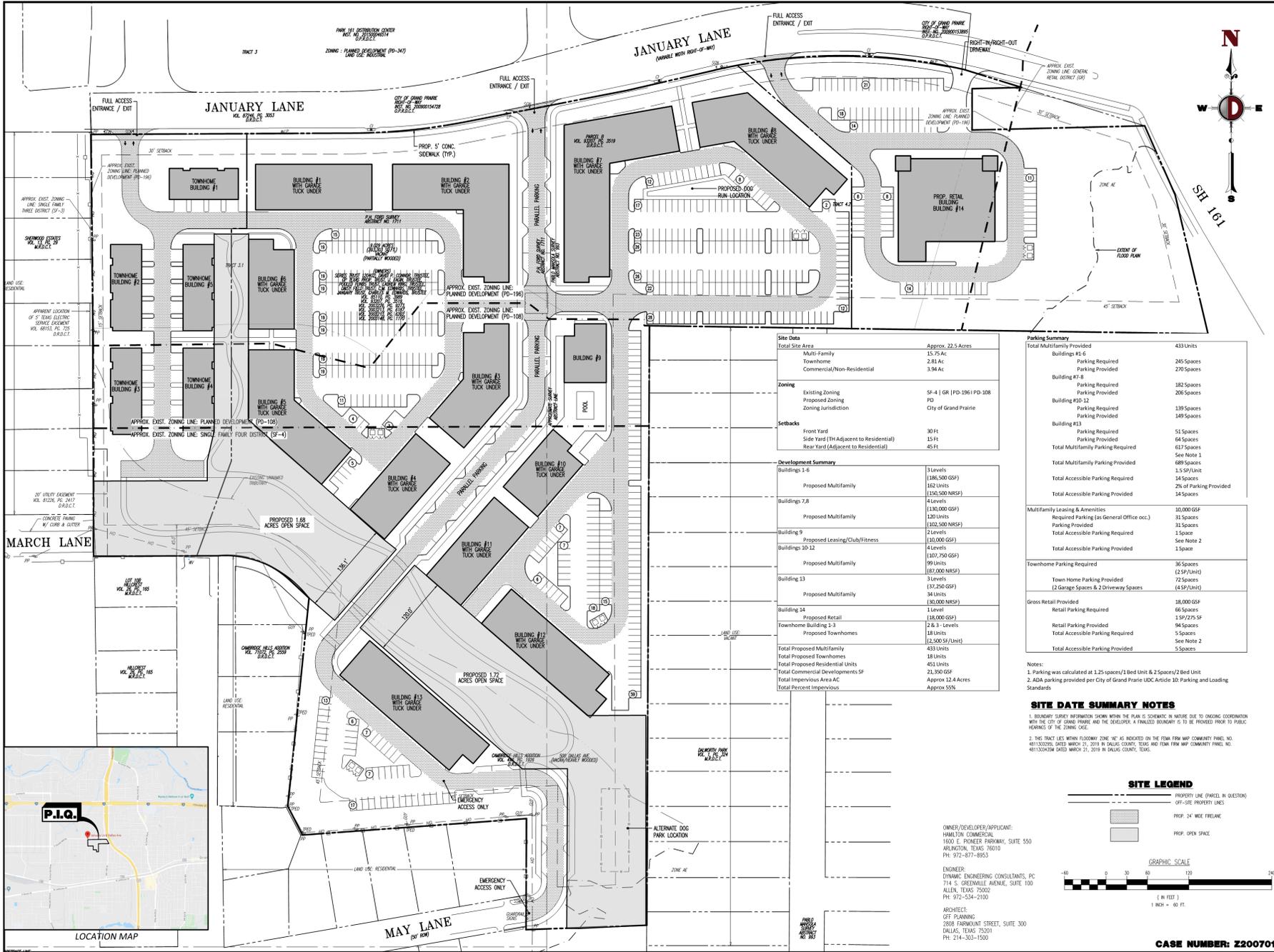


**CASE LOCATION MAP**  
**Case Number Z200701**  
**January Hill**



**City of Grand Prairie**  
**Development Services**

(972) 237-8255  
www.gptx.org



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CONSULTANTS

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PROJECT: **MULTI-USE DEVELOPMENT**  
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ARLINGTON, TEXAS 76010  
CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS

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PRELIMINARY PLAN FOR REVIEW ONLY  
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**CAROLYN E. O'BRIEN**  
PROFESSIONAL ENGINEER  
EAS 00000000000000000000

**ZONING CONCEPT PLAN**

DATE: 08/03/2020  
PROJECT NO: 3388-99-004

SHEET NO: **1** OF 1

<b>Site Data</b>	
Total Site Area	Approx. 22.5 Acres
Multi-Family	15.75 Ac
Townhome	2.81 Ac
Commercial/Non-Residential	3.94 Ac
<b>Zoning</b>	
Existing Zoning	SF-4 I GR (PD 2961 PD 308)
Proposed Zoning	PD
Zoning Jurisdiction	City of Grand Prairie
<b>Setbacks</b>	
Front Yard	30 Ft
Side Yard (IM Adjacent to Residential)	15 Ft
Rear Yard (Adjacent to Residential)	45 Ft
<b>Development Summary</b>	
<b>Buildings 1-6</b>	
Proposed Multifamily	3 Levels (186,500 GSF) 462 Units (158,500 NRSF)
Buildings 7-8	4 Levels (130,000 GSF) 1200 Units (102,500 NRSF)
Proposed Multifamily	2 Levels (100,000 GSF)
Building 9	2 Levels (107,750 GSF) 99 Units (87,000 NRSF)
Proposed Multifamily	4 Levels (107,750 GSF) 99 Units (87,000 NRSF)
Buildings 10-12	3 Levels (87,240 GSF) 34 Units (30,000 NRSF)
Proposed Multifamily	1 Level (18,000 GSF)
Building 13	2.8-3 Levels (149 Units) (12,500 SF/Units)
Proposed Multifamily	43 Units
Building 14	1 Level (65 Spaces)
Proposed Retail	5 Spaces
Townhome Building 1-3	See Note 2
Proposed Townhomes	5 Spaces
<b>Total Proposed Multifamily</b>	
Total Proposed Multifamily	43 Units
Total Proposed Townhomes	43 Units
Total Proposed Residential Units	21,500 SF
Total Commercial Developments SF	Approx 12.4 Acres
Total Impervious Area AC	Approx 95%
Total Percent Impervious	

<b>Parking Summary</b>	
Total Multifamily Provided	433 Units
Buildings #1-6	
Parking Required	245 Spaces
Parking Provided	270 Spaces
Building #7-8	
Parking Required	182 Spaces
Parking Provided	206 Spaces
Building #10-12	
Parking Required	139 Spaces
Parking Provided	149 Spaces
Building #13	
Parking Required	51 Spaces
Parking Provided	64 Spaces
2.5 SF/Unit	627 Spaces
Total Multifamily Parking Required	1499 Spaces
Total Multifamily Parking Provided	1689 Spaces
2.5 SF/Unit	14 Spaces
Total Accessible Parking Required	2%
Total Accessible Parking Provided	14 Spaces
<b>Multifamily Leasing &amp; Amenities</b>	
Required Parking (as General Office occ.)	30,000 GSF
Parking Provided	31 Spaces
Total Accessible Parking Required	1 Space
See Note 2	1 Space
Total Accessible Parking Provided	1 Space
<b>Townhome Parking Required</b>	
Town Home Parking Required	72 Spaces
2 Garage Spaces & 2 Driveway Spaces	(45 SF/Unit)
<b>Gross Retail Provided</b>	
Retail Parking Required	5 Spaces
5 SF/725 SF	94 Spaces
Retail Parking Provided	5 Spaces
Total Accessible Parking Required	See Note 2
Total Accessible Parking Provided	5 Spaces

**SITE DATE SUMMARY NOTES**

- BOUNDARY SURVEY INFORMATION SHOWN WHEN THE PLAN IS SCHEMATIC IN NATURE DUE TO ONGOING COORDINATION WITH THE CITY OF GRAND PRAIRIE AND THE DEVELOPER. COMMERCIAL TO BE PROVIDED PRIOR TO PUBLIC HEARINGS OF THE ZONING CASE.
- THE TRACT LIES WITHIN FLOODING ZONE "AE" AS INDICATED ON THE FEMA FIRM MAP COMMUNITY PANEL NO. 48132022E, DATED MARCH 11, 2019 IN DALLAS COUNTY, TEXAS AND FEMA FIRM MAP COMMUNITY PANEL NO. 48132043W DATED MARCH 21, 2019 IN DALLAS COUNTY, TEXAS.

**SITE LEGEND**

- PROPERTY LINE (PARCEL IN QUESTION)
- OFF-SITE PROPERTY LINES
- PROP. 24' WIDE FREELANE
- PROP. OPEN SPACE

**GRAPHIC SCALE**

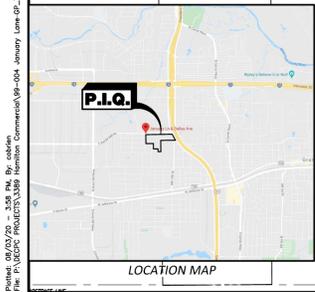
0 30 60 90 120 150  
( IN FEET )  
1 INCH = 60 FT

OWNER/DEVELOPER/APPLICANT:  
HAMILTON COMMERCE  
1600 E. PIONEER PARKWAY, SUITE 550  
ARLINGTON, TEXAS 76010  
PH: 972-877-8903

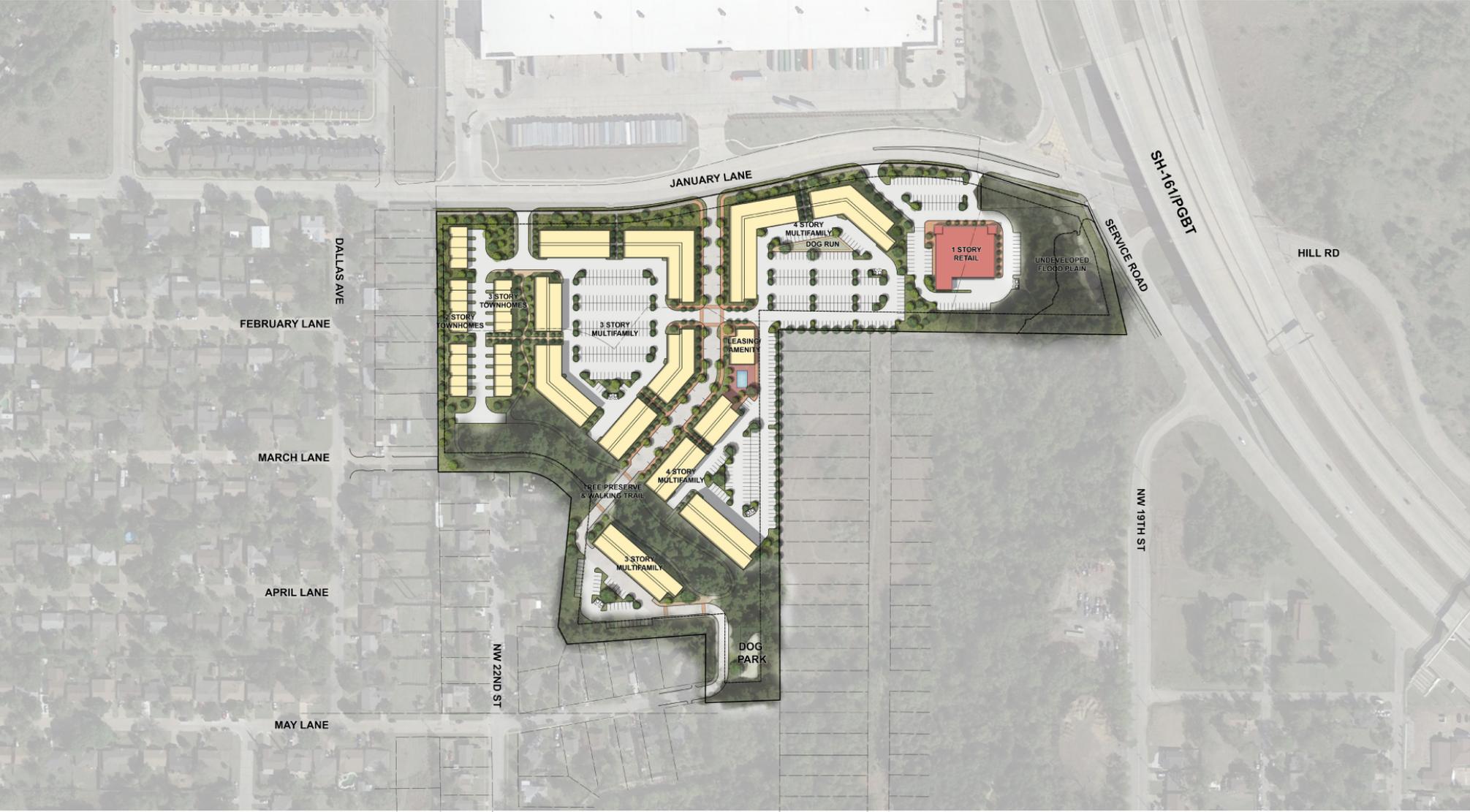
ENGINEER:  
DYNAMIC ENGINEERING CONSULTANTS, PC  
714 S. GREENVILLE AVENUE, SUITE 100  
ALLEN, TEXAS 75013  
PH: 972-534-2100

ARCHITECT:  
OEF PLANNING  
2808 FARMINGTON STREET, SUITE 300  
DALLAS, TEXAS 75201  
PH: 214-303-1500

**CASE NUMBER: Z200701**



Printed: 08/03/2020 - 5:08 PM, By: cobbins  
File: P:\DYNAMIC PROJECTS\3388 Hamilton Commerce\09-004 January Lane-CP-TX\Map\Site Plan\3388\090004es.dwg -> 1 SITE PLAN



CONCEPT SITE PLAN

January Hill | Grand Prairie, Texas

Job #: 20071  
Date: 07.15.2020  
Drawn by: BEM, GCN  
Scale: NTS  
File Name: P:\2020\20071 - January Lane-SH 161 SWC\07 - Presentation\03 - InDesign\January Hill - Site Plan and Renderings  
Not for regulatory approval, permitting, or construction





CONCEPTUAL RENDERING

January Hill | Grand Prairie, Texas

Job #: 20071  
Date: 07.15.2020  
Drawn by: BEM, GCN

Scale: NTS  
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January Hill | Grand Prairie, Texas

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CONCEPTUAL RENDERING

January Hill | Grand Prairie, Texas

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Not for regulatory approval, permitting, or construction





6. Staff will follow up with you after the DRC meeting to discuss next steps.  
**Noted.**

### General Comments

1. Submit proposed development standards for this PD. These standards should identify the base zoning districts for the different uses. This document should also identify any requested variances.

#### **A. Development shall generally comply with the Concept Plan.**

#### **B. Commercial development shall conform with the requirements of the MU district as found in Article 3, Section 2.16 of the Unified Development Code and NS, O, and GR-1 shall comprise the principal non-residential land uses.**

- a. **The following uses are prohibited: boat dealer, motorcycle dealer, laundry (self-serve), mini storage, and auto parts sales (new).**
- b. **Areas designated on the concept plan for non-residential uses are reserved for those uses allowed by right under Article 4 of the UDC in the NS, O, and GR-1 districts. Up to 100% of the space designated as non-residential uses on the Concept Plan may be used as either NS, O, or GR-1 uses or any combination of uses allowed under these districts, but such spaces designated on the Concept Plan shall contain only non-residential uses.**

#### **C. Multi-Family and Townhome development shall comply with the development standards for Multi-Family Three District and Townhome district with the exceptions and additions listed below:**

- a. **The maximum allowable density shall be 25 dwelling units per gross acre. The total proposed # of units on the Concept Plan is (425) Multi-Family units and (24) Townhome units.**
- b. **The requirement for a perimeter fence with gated entry shall not apply.**
- c. **No building in the development shall be constructed greater than four stories.**
- d. **Townhomes shall require a 17-foot minimum front yard and minimum 20-foot rear yard.**
- e. **Townhomes shall require a 5-foot minimum side yard if not attached and a 0-foot minimum side yard if attached.**

2. Commercial development will be subject to Appendix F standards. Residential development will be subject to Appendix W standards. **Noted.**



**REGULAR PLANNING AND ZONING COMMISSION  
MEETING MINUTES  
AUGUST 10, 2020**

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

COMMISSIONERS ABSENT: Warren Landrum

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

Chairperson Josh Spare called the meeting to order by Video Conference at 6:35 p.m. and Commissioner Moser gave the invocation, and Chairperson Spare led the pledge of allegiance to the US Flag, and the Texas Flag.

Citizen Comments: None

AGENDA ITEM: #1 - APPROVAL OF MINUTES: To approve the minutes of the Planning and Zoning Commission meeting of July 27, 2020.

CONSENT PUBLIC HEARING AGENDA Item #2- P190101 - Final Plat - Greenway Trails Phase 2 (City Council District 6). Final Plat for Greenway Trails, Phase 2, 108 residential Lots and 4 open space/common lots. 53.338 acres out of the J. Lawrence Survey, Abstract No. 616, in the City of Grand Prairie, Ellis County, Texas. Zoned PD-Planned Development and generally located west of F.M. 661, east of SH-360, and north of U.S. Hwy 287.

Item #3 – P200302 - Final Plat - Greenway Trails Phase 3 (Commissioner Spare/City Council District 6). Final Plat consisting of 131 residential lots and 7 common lots on 53.315 acres out of the Joseph Lawrence Survey, Abstract No. 616, City of Grand Prairie, Ellis County, Texas. Zoned PD-322 Generally located north of US-287, east of SH-360, and west of FM-661. The applicant is Justin Bosworth, DR Horton, the consultant is Edward Eckart, Goodwin and Marshall, and the owner is Benjamin Clark, D.R. Horton.

## PLANNING AND ZONING COMMISSION MINUTES, AUGUST 10, 2020

Vice Chairperson Connor moved to approve the minutes, cases P190101 and P200302

Motion: Conner

Second: Moser

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

Nays: None

**Approved: 8-0**

Motion: **carried.**

ITEM #4 Z200701/CP200701 - Zoning Change/Concept Plan - January Hill (City Council District 5). Chief City Planner Savannah Ware presented the case report and gave a Power Point presentation for a Zoning Change and Concept Plan for January Hill, a proposed development with Single Family Townhouse, Multi-Family, and General Retail Uses on 22.5 acres. Tracts 3.1, 3.4, 3.6 P H Ford Survey, Abstract No. 1711, Tracts 4.1, 4.2, 4.7, and 4.9, Joseph C Reed Survey, Abstract No. 1729, City of Grand Prairie, Dallas County, Texas, zoned PD-108, PD-196, SF-4, and GR, within the SH-161 Corridor Overlay District, and generally located west of SH-161 on the south side of January Ln.

Ms. Ware stated the purpose of the request is to rezone the subject property to a Planned Development District for Single Family Townhome, Multi-Family and General Retail Uses. The applicant is proposing a Planned Development District for Single Family Townhouse, Multi-Family and General Retail Uses. The Concept Plan depicts the elements listed below.

- A proposed retail building on 3.89 acres that is accessible from two points on January Lane.
- Twelve multi-family residential buildings and one leasing/clubhouse building on 15.97 acres. The multi-family buildings are placed close to January Lane and configured to frame the primary internal drive and screen surface parking lots from view.
- The drive that connects to May Lane is for emergency access only with a secured gate at the property line and another secured gate closer to Building 13.
- Five clusters of townhome units on 2.74 acres. The townhomes are placed adjacent to existing single family homes to serve as a buffer between the homes and the higher density multi-family buildings.
- A central open space amenity featuring trails and the preservation of existing trees. This feature serves as a natural buffer to the adjacent single family homes.

The Development Review Committee (DRC) recommends approval.

## **PLANNING AND ZONING COMMISSION MINUTES, AUGUST 10, 2020**

Chairperson Spare asked Ms. Ware if she could go over the requirements of the covered and garage parking. Ms. Ware stated this is a conceptual plan at this stage of the parking requirements. Appendix W states 30% of the required parking spaces have to be garages and 20% carports and applicant has not requested any variances for parking at this moment.

Chairperson Spare asked would the townhomes be a separate zoning to avoid the applicant from changing the stories of the first building from two stories to four stories in the future and remain with the stair step concept. Ms. Ware stated concept plan ties them to developing townhomes at that location and they would not be able to build multi-family apartments.

Chairperson Spare asked do the four story buildings require for elevators. Mr. Crolley stated anything with four stories or higher would require for elevators.

Commissioner Smith asked is January Hill close to an industrial area. Ms. Ware stated there is a warehouse directly across from the project site.

Commissioner Coleman asked for Ms. Ware's opinion about the applicant requesting a variance for the gate. Ms. Ware stated Appendix W requirements states it has to have a gated entry but the design of the project seems to be driving the request for the variance and staff does not object to it.

Chairperson Spare asked if May Lane connects to this development. Ms. Ware stated there is an emergency access only gate on May Lane and residents living in the townhomes would not be able to enter or exit from that gate.

Chairperson Spare stated there were no questions for staff, opened the public hearing, and called for individuals wishing to speak on this item.

Hamilton Peck, Hamilton Commercial LLC, 2705 Concrete Cir. Grand Prairie TX. Mr. Peck stated the amount of internal open green space equates to two and a half football fields. Dalworth Creek runs right through the development area and they will leave it 100% undisturbed. Mr. Peck also stated he uses Lincoln Properties for all of his developments and they are the leaders in the area when it comes to looking at the market. He has noticed two things happen even before COVID 19, many young professionals move out of populated areas like downtown, uptown and seek the suburbs.

Vice Chairperson Connor asked who would be responsible for the up keep of the creek. Ms. Ware stated the creek would have to plat as a separate lot and it would need maintenance by an HOA organization. Vice Chairperson Connor asked Mr. Peck, what contingency plan he has for an HOA. Mr. Peck stated the creek would be part of the overall maintenance and landscaping plan.

## PLANNING AND ZONING COMMISSION MINUTES, AUGUST 10, 2020

There being no further discussion on the case commissioner Moser, moved to close the public hearing and approve case Z200701/CP200701 as recommended by staff with additions of the townhomes following the stair step of two, three and four stories but for it not to exceed four stories.

The action and vote recorded as follows:

Motion: Moser

Second: Perez

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

Nays: None

**Approved: 8-0**

Motion: **carried.**

PUBLIC HEARING TABLE ITEM #5 SU200802/S200802 - Specific Use Permit/Site Plan - Jack In The Box (City Council District. Chief City Planner Savannah Ware presented the case report and gave a Power Point presentation for a Specific Use Permit and Site Plan for a 2,765 sq. ft. restaurant with a drive-through on 1.19 acres. Lot 4, Block B, Epic West Towne Crossing Phase 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364, within the SH 161 Corridor Overlay District, and addressed as 3146 S HWY 161.

Ms. Ware stated the applicant intends to construct a 2,765 sq. ft. restaurant with a drive-through in Epic West Towne Crossing. Restaurants with a drive-through require a Specific Use Permit when located within a Corridor Overlay District. Development in a Planned Development District or Corridor Overlay District requires Site Plan approval by City Council. Development at this location requires City Council approval of a Site Plan because the property is zoned PD-364 and within the SH-161 Corridor Overlay District. The purpose of site plan approval is to ensure that development meets requirements in the Unified Development Code (UDC), provides adequate circulation, and uses quality site planning techniques. The UDC identifies criteria for evaluating proposed developments. Criteria include density and dimensional standards, landscaping and screening requirements, and architectural design for special districts. The purpose of the Specific Use Permit process is to identify those uses which might be appropriate within a zoning district, but due to either their location, functional or operational nature, could have potentially negative impact upon surrounding properties; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them so as to eliminate such probable negative impacts. The applicant intends to construct a 2,765 sq. ft. restaurant with a drive-through in Epic West Towne Crossing. The site is accessible from Esplanade via shared access drives on properties to the north and south. The Site Plan includes the building, parking spaces, fire lane and access drives, and a

## PLANNING AND ZONING COMMISSION MINUTES, AUGUST 10, 2020

dumpster enclosure. The Development Review Committee (DRC) recommends approval with the following condition:

1. The developer shall provide an enhanced landscape area with plantings west of the building as a compensatory measure for 0% windows on the west facade. The enhanced landscape area shall be comparable to the areas shown in Attachment i - Examples of Enhanced Landscape Area.

Chairperson Spare stated there were no questions for staff, opened the public hearing, and called for individuals wishing to speak on this item.

David Gregory, Icon Consulting Engineers, Inc, 2840 W South Lake Blvd Ste. 110 Southlake TX. 76092. Mr. Gregory stated he has no problem enhancing the landscape on the west side and the reason why they are not building windows on that side is because the cooler/freezer sits on that end and it is not a nice view. ON the east side of the building, they are short of the required area. Mr. Gregory asked for consideration to allow less glazing then what it required by the code and approve the variance as presented.

Chairperson Spare asked Mr. Gregory if he is fine with the increase in landscape. Mr. Gregory stated most definitely.

There being no further discussion on the case commissioner Smith, moved to close the public hearing and approve case SU200802/S200802 per staff's recommendations.

The action and vote recorded as follows:

Motion: Smith

Second: Perez

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

Nays: None

**Approved: 8-0**

Motion: **carried.**

**PLANNING AND ZONING COMMISSION MINUTES, AUGUST 10, 2020**

Commissioner Moser moved to adjourn the meeting. The meeting adjourned at 7:21 p.m.

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Joshua Spare, Chairperson

ATTEST:

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Max Coleman, Secretary

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



Legislation Details (With Text)

**File #:** 20-10221      **Version:** 1      **Name:** SU200802/S200802 - Specific Use Permit/Site Plan - Jack In The Box

**Type:** Ordinance      **Status:** Public Hearing Consent Agenda

**File created:** 7/29/2020      **In control:** Planning and Zoning Commission

**On agenda:** 9/1/2020      **Final action:**

**Title:** SU200802/S200802 - Specific Use Permit/Site Plan - Jack In The Box (City Council District Specific Use Permit and Site Plan for a 2,765 sq. ft. restaurant with a drive-through on 1.19 acres. Lot 4, Block B, Epic West Towne Crossing Phase 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364, within the SH 161 Corridor Overlay District, and addressed as 3146 S HWY 161.

**Sponsors:**

**Indexes:**

**Code sections:**

- Attachments:** [Exhibit A - Location Map.pdf](#)  
[Exhibit B - Site Plan.pdf](#)  
[Exhibit C - Landscape Plan.pdf](#)  
[Exhibit D - Building Elevations.pdf](#)  
[Exhibit E - Appendix F Menu Items.pdf](#)  
[Attachment i - Examples of Enhanced Landscape Area.pdf](#)  
[PZ Draft Minutes 08-10-2020.pdf](#)

Date	Ver.	Action By	Action	Result
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**From**

Monica Espinoza

**Title**

SU200802/S200802 - Specific Use Permit/Site Plan - Jack In The Box (City Council District Specific Use Permit and Site Plan for a 2,765 sq. ft. restaurant with a drive-through on 1.19 acres. Lot 4, Block B, Epic West Towne Crossing Phase 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364, within the SH 161 Corridor Overlay District, and addressed as 3146 S HWY 161. (On August 10, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

**Presenter**

Savannah Ware, AICP, Chief City Planner

**Recommended Action**

Approve

**Analysis**

**SUMMARY:**

Specific Use Permit and Site Plan for a 2,765 sq. ft. restaurant with a drive-through on 1.19 acres. Lot 4, Block B, Epic West Towne Crossing Phase 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364, within the

SH 161 Corridor Overlay District, and addressed as 3146 S HWY 161.

**PURPOSE OF REQUEST:**

The applicant intends to construct a 2,765 sq. ft. restaurant with a drive-through in Epic West Towne Crossing. Restaurants with a drive-through require a Specific Use Permit when located within a Corridor Overlay District. Development in a Planned Development District or Corridor Overlay District requires Site Plan approval by City Council. Development at this location requires City Council approval of a Site Plan because the property is zoned PD-364 and within the SH-161 Corridor Overlay District.

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

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

**ADJACENT LAND USES:**

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

**Table 1: Zoning and Land Use**

Direction	Zoning	Existing Use
North	PD-364	Restaurant (Olive Garden)
East	PD-364	HWY 161; Undeveloped
South	PD-364	Restaurants/Retail (Salata, Fir
West	PD-364	Restaurants/Retail

**PROPOSED USE CHARACTERISTICS AND FUNCTION:**

The applicant intends to construct a 2,765 sq. ft. restaurant with a drive-through in Epic West Towne Crossing. The site is accessible from Esplanade via shared access drives on properties to the north and south. The Site Plan includes the building, parking spaces, fire lane and access drives, and a dumpster enclosure.

**ZONING REQUIREMENTS:**

*Density and Dimensional Requirements*

The subject property is zoned PD-364 with a base zoning district of Commercial (C). Development is subject to the standards in PD-364 and the Unified Development Code (UDC). The following table evaluates the density and dimensional standards of the proposed development. The proposal meets or exceeds the density and dimensional requirements.

**Table 2: Site Data Summary**

Standard	Required	Provided	Meets
Min. Lot Area (Sq. Ft.)	5,000	52,007	Yes
Min. Lot Width (Ft.)	50	172.76	Yes
Min. Lot Depth (Ft.)	100	299.48	Yes
Front Setback (Ft.)	25	25	Yes
Rear Setback (Ft.)	0	0	Yes

Max. Height (Ft.)	25	21	Yes
Max. Floor Area Ratio	.5:1	.053:1	Yes

*Landscape and Screening*

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

**Table 3: Landscape & Screening Requirements**

Standard	Required	Provided	Meets
Area (Sq. Ft.)	5,200	10,114	Yes
Trees	14	14	Yes
Shrubs	104	156	Yes
Dumpster Enclosure	Masonry Enclosure	Masonry Enclosure	Yes

**APPENDIX F STANDARDS:**

*Building Design*

The exterior building materials include porcelain tile, brick, stucco, and metal accent panels. Appendix F contains two windows requirements. The first is that facades shall include windows in an area that equals 50% of the overall vertical surface of all facades or that equals 50% of the length of all facades. The second requirement is that windows shall account for 30% of the area of street-facing facades. The proposed building elevations do not meet either of the window requirements.

*Menu Items*

Appendix F requires that applicants provide Menu Items from four categories: Usable Open and Pedestrian Walkways, Site Design and Building Orientation, Building Design, and Healthy, Smart, and Sustainable Community. The table below lists the Menu Items included in the proposal. The proposal meets the Appendix F Menu Items requirements.

**Table 4: Appendix F Menu Items**

Category	Amenity
Site Design and Building Orientation	Strategic Parking
Site Design and Building Orientation	Add Parking Lot Trees
Building Design	Stone Accent
Building Design	Color Contrast
Building Design	Specialty Accent
Building Design	Corner Treatment
Building Design	Articulated Public Entrance
Building Design	Roof Profile Variation
Building Design	Articulation Elements
Building Design	Enhanced Windows
Building Design	Design Elements
Healthy, Smart & Sustainable Community	70% Native Plants
Healthy, Smart & Sustainable Community	Wi-Fi
Healthy, Smart & Sustainable Community	USB Charging Stations
Alternative Compliance	White Concrete Pavement

**VARIANCES:**

1. 30% Windows on Street-Facing Facades. The applicant is requesting a variance to construct the building with 21% windows on the east facade and 0% windows on the west facade when 30% is required.
2. Total Windows. The applicant is requesting a variance to construct the building with windows along 35% of the length of all facades when 50% is required.

**RECOMMENDATION:**

The Planning and Zoning Commission recommended approval with staff's condition by a vote of 8-0.

The Development Review Committee (DRC) recommends approval with the following condition:

1. The developer shall provide an enhanced landscape area with plantings west of the building as a compensatory measure for 0% windows on the west facade. The enhanced landscape area shall be comparable to the areas shown in Attachment i - Examples of Enhanced Landscape Area.

**Body**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE ZONING ORDINANCE AND MAP BY SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY FOR A SPECIFIC USE PERMIT FOR A RESTAURANT WITH A DRIVE-THROUGH WITHIN THE SH-161 CORRIDOR OVERLAY DISTRICT: BEING LOT 4, BLOCK B, EPIC WEST TOWNE CROSSING PHASE 1, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS; SAID ZONING MAP AND ORDINANCE BEING NUMBERED ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and Map of said city so as to amend the zoning designation of said site to include a Specific Use Permit for a Restaurant with a Drive-Through; and

**WHEREAS**, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on August 10, 2020, after written notice of such public hearing before the Planning and Zoning Commission on the proposed Specific Use Permit had been sent to owners of real property lying within 300 feet of the property on which the creation of a Specific Use Permit for a Restaurant with a Drive-Through is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

**WHEREAS**, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 8 to 0 to recommend to the City Council of Grand Prairie, Texas, that said Zoning Ordinance and Map be amended to allow a Specific Use Permit for a Restaurant with a Drive-Through; and

**WHEREAS**, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on September 1, 2020, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the, Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

**WHEREAS**, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the

Specific Use Permit and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the specific use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Grand Prairie, Texas, has changed in character since the enactment of the original Zoning Ordinance to the extent that a specific use may be made of said property as herein provided and by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

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

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

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

passed and approved November 20, 1990, as amended, is hereby further amended so as to establish a Specific Use Permit for a Restaurant with a Drive-Through on Lot 4, Block B, Epic West Towne Crossing Phase 1, City of Grand Prairie, Dallas County, Texas, as depicted in Exhibit A - Location Map, attached hereto.

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

**SECTION 3.** That for development and operations of a Restaurant with a Drive-Through, the following standards and conditions are hereby established as part of this ordinance:

1. The development shall adhere to the City Council approved Exhibit B - Site Plan, Exhibit C - Landscape Plan, Exhibit D - Building Elevations, and Exhibit E - Appendix F Menu Items of this ordinance, which are herein incorporated by reference.
2. The City Council has granted the variances listed below.
  - a. Windows for Street-Facing Facades: The City Council grants a variance to the requirement that windows account for 30% of the west and east facades.
  - b. Windows for All Facades: The City Council grants a variance to the requirement that windows account for 50% of the area of all facades or that windows are provided along 50% of the length of all facades.
3. The developer shall provide an enhanced landscape area with plantings west of the building as a compensatory measure for 0% windows on the west facade. The enhanced landscape area shall be comparable to the areas shown in Attachment i - Examples of Enhanced Landscape Area.

**SECTION 4.** That the operations of a Restaurant with a Drive-Through shall comply with the following:

1. By this Ordinance, this Specific Use Permit shall automatically terminate in accordance with Section 5.4.1 of the Unified Development Code if a Certificate of Occupancy is not issued for said use within one (1) year after City

Council adoption of this Ordinance, or upon cessation of said use for a period of six (6) months or more.

2. It shall be unlawful for the owner, manager, or any person in charge of a business or other establishment to violate the conditions imposed by the City Council when a Specific Use Permit is granted, and the violation of those conditions could result in a citation being issued by the appropriate enforcement officers of the City of Grand Prairie. Violation of this provision may be punishable in accordance with Section 1-8 of the Code of Ordinances of the City.
3. This Specific Use Permit shall run with the land and therefore may be transferred from owner to owner; however, each new owner shall obtain a new Certificate of Occupancy.
4. The Certificate of Occupancy shall note the existence of this Specific Use Permit by its number and title.
5. The operation of the facility shall be in strict compliance with all requirements of the Environmental Services Department, Building Inspections, Police Department and Fire Administration.
6. Any unsafe or unauthorized operations or activities may be determined as grounds for revocation of the Specific Use Permit by the City Council.

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

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

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

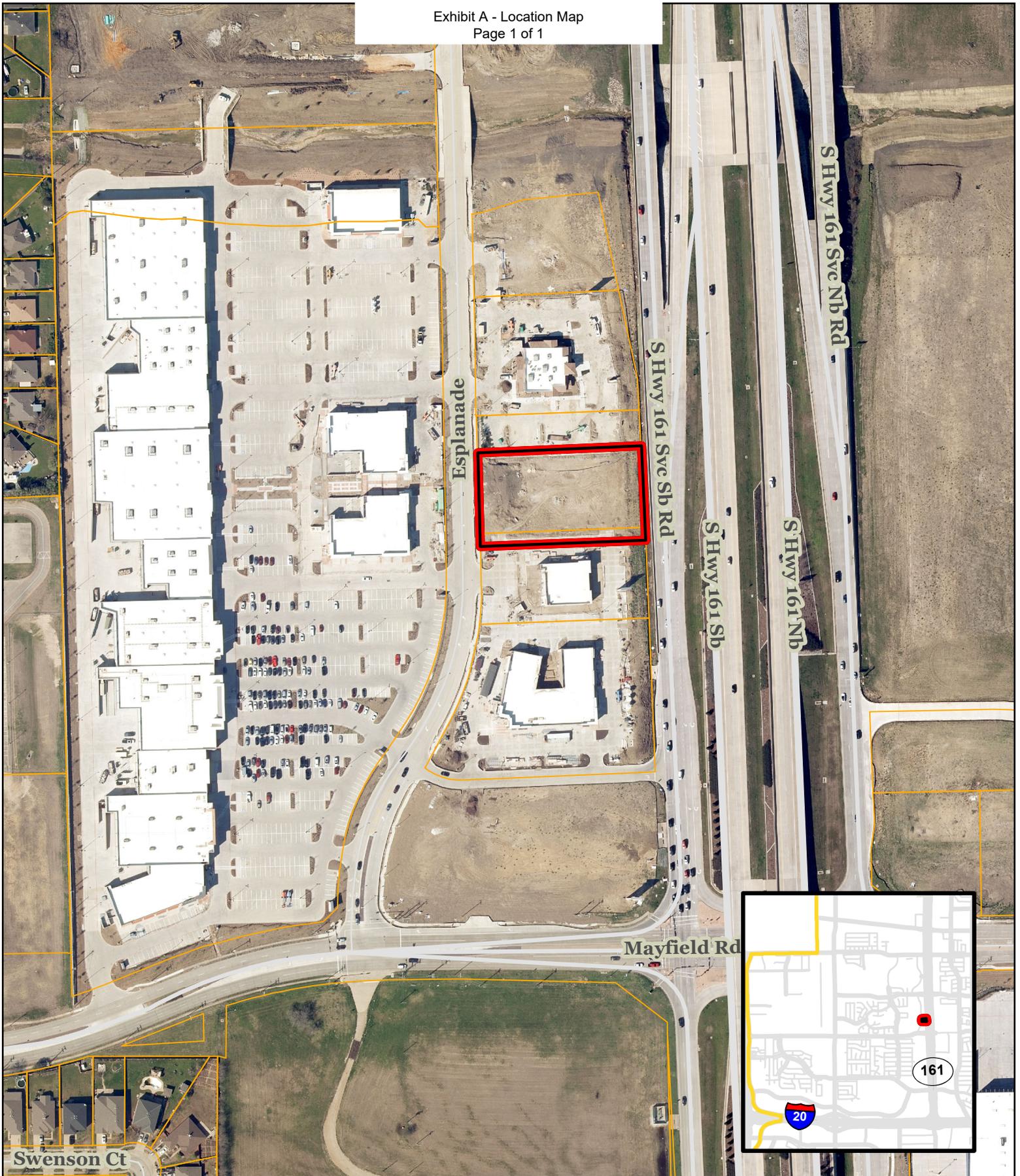
**SECTION 8.** That the terms and provisions of this Ordinance are severable and are governed by Section 1-4 of the Code of Ordinances of the City of Grand Prairie, Texas.

**SECTION 9.** That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

**SECTION 10.** That this Ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS THE 1<sup>ST</sup> OF SEPTEMBER, 2020.**

**ORDINANCE NO. #-2020  
SPECIFIC USE PERMIT NO. #  
CASE NO. SU200802/S200802**



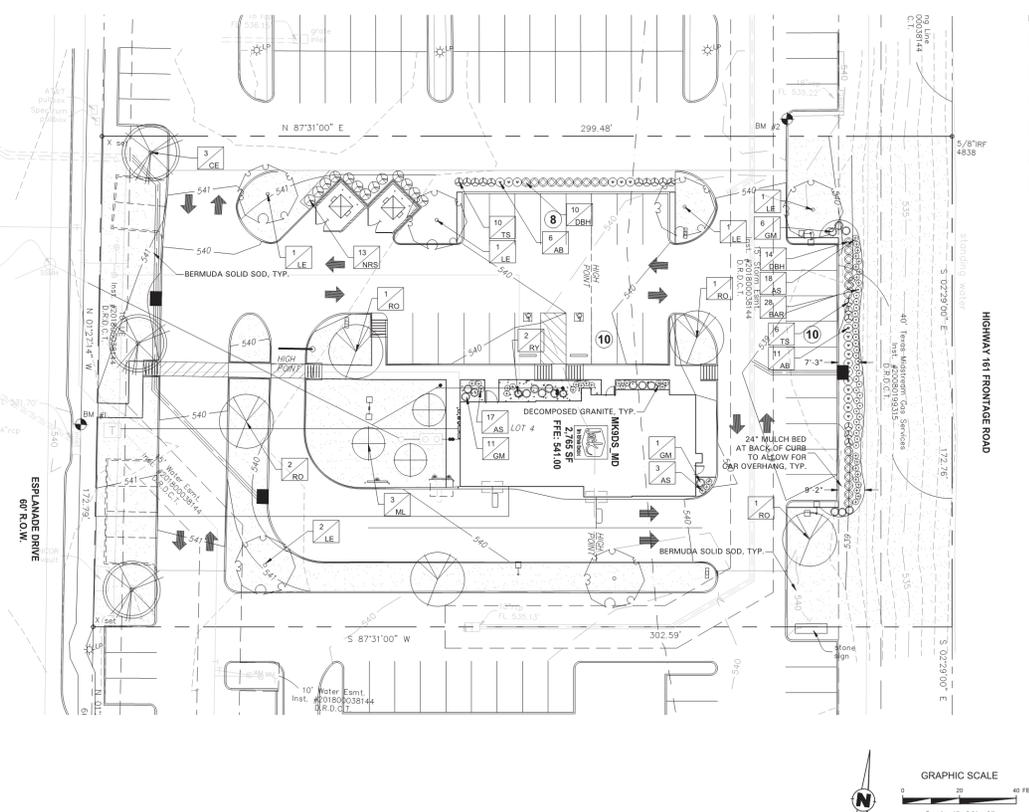
**CASE LOCATION MAP**  
**Case Number SU200802/S200802**  
**Jack In The Box**



**City of Grand Prairie**  
**Development Services**

**(972) 237-8255**  
**www.gptx.org**





- GENERAL LAWN NOTES**
- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH SITE CONSTRUCTION MANAGER
  - LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION
  - CONTRACTOR SHALL CALL TO VERIFY AND LOCATE ANY AVAILABLE UTILITIES ON SITE PRIOR TO COMMENCING WORK
  - CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER, REMOVE ALL DIRT CLOUDS, STICKS, CONCRETE SPILLS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION
  - CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE
  - CONTRACTOR SHALL QUANTIFY ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY

- SOLID SOD**
- 100% SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES AT A MINIMUM 1" BELOW FINAL FINISHED GRADE
  - CONTRACTOR SHALL COMPLETELY AS INDICATED BY PLAN
  - SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO A THICKNESS OF 3/4" (1 1/4") EXCLUDING TOP GROWTH AND THATCH
  - LAW SOD BY HAND TO COVER ALL WEEDS AND JOINTS, NO OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS
  - CONTRACTOR SHALL WATER SOD WITH WATER TO ALL WEEDS IF NECESSARY
  - SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE, SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS
  - SOD INSTALLATION SHALL BE COMPLETED BY OCTOBER 1ST AND MARKED 1ST OVERSEED BERMUDA GRASS WITH WINTER OVERSEED AT A RATE OF 1 POUNDS PER 1000 SF

- HYDRONALCH**
- SCARIFY AND LOOSEN ALL AREAS TO BE HYDRONALCHED TO A MINIMUM DEPTH OF 4" PRIOR TO SOD AND HYDRONALCH INSTALLATION
  - HYDRONALCH SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATE LOCAL LAW REQUIREMENTS
  - FIBER TACK SHALL BE 100% CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY THE MANUFACTURER
  - FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL BE TIERED TACK ONE AS MANUFACTURED BY THE MANUFACTURER
  - HYDRONALCH WITH BERMUDA GRASS SEED AT A RATE OF 2 POUNDS PER 1000 SQ FT
  - USE A BATTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER SPREAD
  - IF NECESSARY MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMAL SEED BED FOR SEED APPLICATION
  - IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDRONALCH AREAS SHALL BE OVER SEEDED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDRONALCH WITH BERMUDA GRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT
  - ALL LAWN AREAS TO BE HYDRONALCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE

PLANT SCHEDULE				NATIVE/DROUGHT TOLERANT			
QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES	FLOWERING	TOLERANT
<b>SHADE TREES</b>							
3	CE	Cedar Elm	<i>Ulmus crassifolia</i>	3' cal	12' H., 4' spread, matching	Y	Y
6	LE	Lacebark Elm	<i>Ulmus parvifolia</i>	3' cal	12' H., 4' spread	Y	Y
5	RO	Texas Red Oak	<i>Quercus texana</i>	3' cal	12' H., 4' spread, matching	Y	Y
<b>ORNAMENTAL TREES</b>							
3	ML	Texas Mountain Laurel	<i>Sophora secundiflora</i>	30 gal.	8' H., 4' spread min.	Y	Y
<b>SHRUBS</b>							
17	AB	Glossy Abelia	<i>Abelia grandiflora</i>	5 gal.	2' H., full, 24" spread, 30" o.c.	Y	Y
28	AS	Autumn Sage	<i>Salvia greggii</i>	5 gal.	full, 24" o.c.	Y	Y
28	BAR	Crimson Pymy Barberry	<i>Berberis thunbergii</i> 'Crimson Pymy'	5 gal.	full, 20" sprd, 24" o.c.	Y	Y
24	DBH	Dwarf Burford Holly	<i>Ilex cornuta</i> 'Burford Nana'	5 gal.	2' H., full, 24" spread, 30" o.c.	Y	Y
18	OM	Quit Morny	<i>Muhlenbergia capillaris</i>	5 gal.	full, 30" o.c.	Y	Y
13	NRS	Nellie R. Stevens Holly	<i>Ilex x 'Nellie R. Stevens'</i>	7 gal.	full, 40" o.c.	Y	Y
2	RY	Red Yucca	<i>Hesperaloe parviflora</i>	5 gal.	full, 24" sprd, 30" o.c.	Y	Y
16	TS	Texas Sage 'Green Cloud'	<i>Leucophyllum frutescens</i> 'Green Cloud'	5 gal.	2' H., full, 24" sprd, 30" o.c.	Y	Y
<b>GROUNDCOVER/VINES/GRASS</b>							
Bermuda Solid Sod <i>Cynodon dactylon</i>							
Decomposed Granite <i>Cynodon dactylon</i>							

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.

**LANDSCAPE TABULATIONS for Grand Prairie, TX**

Non Residential Landscaping			
1. A minimum of 75% of all required landscape areas shall be located in the front yard.			
2. The minimum landscape requirement is 10% of the site area.			
3. One tree shall be provided for ever 500 s.f. of landscape required			
REQUIRED	PROVIDED		
3,301 s.f. (75%)	8,444 s.f.		
5,201 s.f. (10%)	20,999 s.f. (38.6%)		
14 trees, 3" cal	14 trees, 3" cal		

**Landscaping Adjacent to Public R.O.W.**

- Street Trees shall be provided and spaced between 25' and 50' feet apart along the property line or linear frontage.

"no trees were provided along frontage due to gas easement"

**Parking Areas**

- One tree shall be provided for each 20 parking spaces. No car parking space shall be located greater than 100' from the center of a tree. (per appendix F - one tree per 5 parking spaces)
- Parking areas shall be screened along all streets by a minimum 3' high solid shrub hedge when mature. (7' bed along 161' or double row of trees)

Parking Spaces = 28 spaces	REQUIRED	PROVIDED
6 trees	6 trees	
shrub screen - 7' bed	shrub screen - 7' bed min.	

**LANDSCAPE NOTES**

- CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS NOT BY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS HAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL CALL TO VERIFY AND LOCATE ANY AVAILABLE UTILITIES ON SITE PRIOR TO COMMENCING WORK
- A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL TO BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS
- LANDSCAPE ISLANDS SHALL BE CROWNED AND UNIFORM THROUGHOUT THE SITE
- PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ALONG BUILDING WALLS OR CURBS. EDGING SHALL BE MORE THAN 1/2" ABOVE FINISHED GRADE EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBING
- MULCH SHALL BE INSTALLED AT 1" BELOW THE TOPS OF SIDEWALKS AND CURBING
- QUANTITIES FOR THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED
- ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAIL
- CONTAINER GROWN PLANT MATERIALS SHALL BE PROTECTED BY HOVENBUR BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEEDED AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST
- TREES SHALL BE PLANTED AT A MINIMUM OF 6' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS
- 2" OF SHREDDED HARDWOOD MULCH 1/2" SETTLED THICKNESS SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL. PINE STRAW MULCH IS PROHIBITED
- WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MINIM 1/4" WEED BARRIER OR APPROVED EQUAL
- CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PRICES

- IRRIGATION**
- ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A PRECISION BLOWER. WATER SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR

- MAINTENANCE REQUIREMENTS**
- VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY FOR THE SEASON. HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON, IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR SPECIES AND SIZE
  - MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSURES REGULAR MAINTENANCE
  - ALL LANDSCAPE AREAS SHOULD BE CLEANER AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL

- MISCELLANEOUS MATERIALS**
- STEEL EDGING SHALL BE 3/4" X 4" X 1/4" DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS OR DETAILS
  - DECOMPOSED GRANITE SHALL CONSIST OF A NATURAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/2" IN DIAMETER AND COMPOSED OF VARIOUS STAGES OF DECOMPOSED BATH BASE. DG SHALL BE PLACED OVER FILTER FABRIC AT A MINIMUM OF 3" DEPTH



8330 BALBOA AVENUE  
SAN DIEGO, CA 92123  
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**DATES**

RELEASE: OCT. 02, 2017  
P.M. UPDATES: SEPT. 27, 2019  
SUBMITTAL DATE:  
1:  
2:  
3:

BID:  
CONSTRUCTION:

**REVISIONS**

- △
- △
- △
- △
- △
- △
- △
- △



**SITE INFORMATION**

MK TYPE: MK9D5\_MD  
JOB #: 4874  
ADDRESS:

DRAWN BY:  
PROJECT #: 5068-3D  
SCALE:

**LANDSCAPE PLAN**  
**L1.01**

Case #: SU200802/S200802



AWR Design, LLC  
P.O. Box 1746  
Aldo, Texas 76006  
awrdesign@awrdesign.com  
c. 512.517.5589



in the box

9330 BALBOA AVENUE  
SAN DIEGO, CA 92123

DATES

RELEASE: \_\_\_\_\_

P.M. UPDATES: \_\_\_\_\_

SUBMITAL DATE: \_\_\_\_\_

1: \_\_\_\_\_

2: \_\_\_\_\_

3: \_\_\_\_\_

BID: \_\_\_\_\_

CONSTRUCTION: \_\_\_\_\_

REVISIONS

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BENCHMARK GROUP  
890 ELM STREET  
DALLAS, TEXAS 75201  
PHONE: 469-722-7774  
CONTACT: ESMERALDO CONNAN  
E-MAIL: BGD.DALLAS@benchmarkgroup.com



SITE INFORMATION

MK TYPE: \_\_\_\_\_

JIB #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EPIC  
GRAND PRAIRIE, TEXAS

DRAWN BY: EDC

PROJECT #: 25326

SCALE: REFER TO VIEW

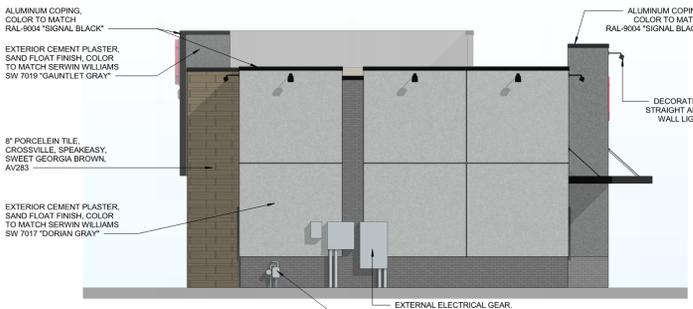
SUP-02



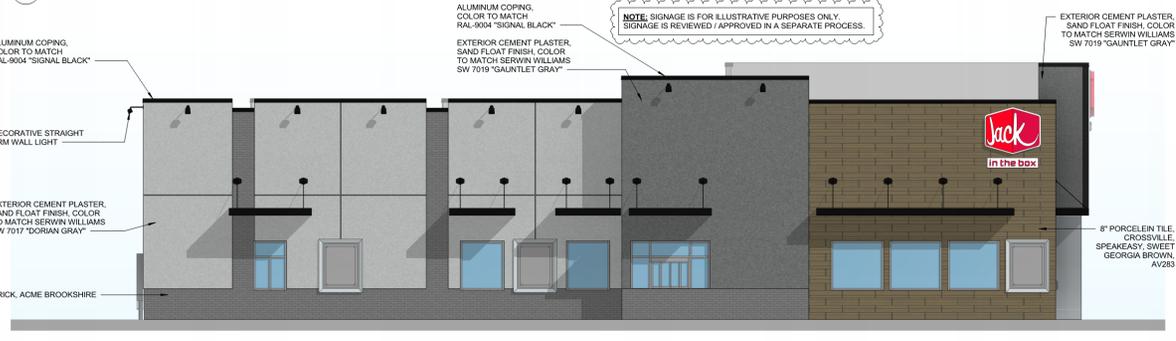
1 EXTERIOR ELEVATION- EAST  
A101 SCALE: 3/16" = 1'-0"



2 EXTERIOR ELEVATION- NORTH  
A101 SCALE: 3/16" = 1'-0"



3 EXTERIOR ELEVATION- WEST  
A101 SCALE: 3/16" = 1'-0"



4 EXTERIOR ELEVATION- SOUTH  
A101 SCALE: 3/16" = 1'-0"

MATERIAL	ELEVATION			
	NORTH	SOUTH	EAST	WEST
PORCELAIN TILE	13%	22%	35%	12%
BRICK	9%	13%	0%	16%
GLAZING	15%	8%	21%	0%
STUCCO	37%	57%	4%	72%
CORRUGATED PANELS	24%	0%	41%	0%
METAL DOOR	2%	0%	0%	0%

FAÇADE	REQUIRED WINDOWS		
	REQUIRED	PROVIDED	MEETS
NORTH	0%	15%	YES
SOUTH	0%	8%	YES
EAST	30%	21%	NO
WEST	30%	0%	NO
TOTAL (AREA)	50%	11%	NO
TOTAL (LENGTH)	50%	35%	NO



5 PERSPECTIVE  
A101 SCALE

CASE NUMBER SU200802/S200802

## Appendix F Menu Items Checklist

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

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

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

		<ul style="list-style-type: none"> <li>Phased Parking Plan – Create a phased parking plan and construct parking spaces in phases as demand requires. Areas intended for future parking phases would remain as green spaces until converted to parking spaces. If, after five years, future parking spaces have not been constructed, they shall become permanent green space.</li> </ul> <p>→ Circle or highlight selected parking plan.</p>
<input type="checkbox"/>	Ceremonial Drive	Developments over 20 acres or developments that include multiple lots/buildings shall provide a grand promenade or ceremonial drive with trees planted every 30 feet.
<input type="checkbox"/>	Gateway	Developments over 20 acres or developments that include multiple lots/buildings shall use site layout and building placement to create a gateway, frame usable open space, or create a view corridor with appropriate terminus.
<input type="checkbox"/>	Park Once Environment (1.5)	<p>Developments over 10 acres or developments that include multiple lots/buildings shall use site layout and building placement to create a park once environment.</p> <ul style="list-style-type: none"> <li>Shared parking agreements between different lots/occupants must be in place.</li> </ul>

**Building Design (Select at Least Six Menu Items)**

<b>✓ If Selected</b>	<b>Menu Item</b>	<b>Description</b>
<input type="checkbox"/>	Materials Mix	A single material, color, or texture shall not exceed 60% of a single facade.
<input checked="" type="checkbox"/>	Stone Accent	All four facades shall include a stone accent in a contrasting color and texture from the primary building material. The combined area of the stone accent shall be at least 25% of the vertical surface area of all facades.
<input checked="" type="checkbox"/>	Color Contrast	Each facade shall include at least two contrasting colors.
<input checked="" type="checkbox"/>	Specialty Accent	Color and/or material shall be used to highlight entrances of multi-tenant buildings. Specialty accents should reflect the personality or character of the occupant.
<input checked="" type="checkbox"/>	Corner Treatment	<p>Developers shall use at least three architectural elements to emphasize corners of the buildings: corner entrance, accent material, projecting cornice, tower element, enhanced windows, cupolas, gables, dormers, balconies, articulation, or a comparable element chosen by the developer. Corner treatments must be one of the Menu Items for buildings at key intersections.</p> <p>→ Circle or highlight the proposed architectural elements.</p>
<input checked="" type="checkbox"/>	Articulated Public Entrance	<p>The primary building entrance shall be visibly prominent from a public street. At least three of the following shall be used: recessed facade, projecting facade, raised canopy, taller door dimensions, double doors, lighting fixtures on either side of the entry, steps or stoops, changes in materials, arches, columns, eave treatment, transom windows, or a comparable element chosen by the developer.</p> <p>→ Circle or highlight the proposed elements.</p>
<input type="checkbox"/>	Buildings at Key Intersections	<p>Developers should highlight key intersections by using additional design elements to create gateways or landmarks. Buildings at key intersections shall include at least three of the following features: corner plaza with plantings and seating, corner tower form, cupolas, large window openings, sloped or pitched roof form, richer colors, seasonal plantings, or a comparable element chosen by the developer.</p> <p>→ Circle or highlight the proposed features.</p>
<input checked="" type="checkbox"/>	Roof Profile Variation	Developers shall use parapets or another technique to create a distinctive roof profile.
<input checked="" type="checkbox"/>	Articulation Elements	Each facade shall include at least three of the following items every 60 feet: change in roofline, facade modulation, window

		fenestration patterns, vertical columns, and change in material or texture. → Circle or highlight the proposed items.
<input checked="" type="checkbox"/>	Enhanced Windows	All facades with windows shall include at least two types of windows that differ in the style, size, shape, or placement.
<input type="checkbox"/>	Canopy Variation	Facades shall include multiple types of canopies. Changes in shape, color, or material should be used to highlight an architectural feature or particular user while complementing the established design theme.  * It is likely that individual tenants will determine the final design of the canopy. If tenants are unknown at this time, submit an exhibit that illustrates variations in shape, color, and material within the intended design theme.
<input checked="" type="checkbox"/>	Design Elements	Facades shall include at least three other design elements: trellises, towers, overhang eaves, banding, pilasters, projecting cornices, columns, string courses, rustication, lintels, or a comparable element proposed by the developer. → Circle or highlight the proposed design elements.

**Healthy, Smart, and Sustainable Community (Select at Least Two Menu Items)**

<input checked="" type="checkbox"/> If Selected	Menu Item	Description
<input type="checkbox"/>	Mature Trees	Provide mature trees for 30% of required trees. The locations of the mature trees should be focused in usable open spaces and along pedestrian paths.
<input type="checkbox"/>	Connect to Parks and/or Trails	Provide a connection to existing or proposed parks and/or trails. The connection should function as a continuation, not just a point of access. The connection shall include appropriate amenities such as bike racks, pet waste disposal stations, water fountains, misting stations, or a comparable amenity proposed by the developer. → Circle or highlight the proposed amenities.
<input type="checkbox"/>	Community Garden	Provide a community garden and participate in the City's community gardens partnership program.
<input type="checkbox"/>	Parking Reclamation Plan	Create a parking reclamation plan that includes specific strategies to reclaim surplus parking spaces to expand structures and usable open spaces or create new ones. Developers should anticipate changes in parking demand and design their site to create opportunities for adaptable reuse.
<input type="checkbox"/>	Parking Flex Plan	Create a parking flex plan that shows how parking spaces can be temporarily used for something other than parking, such as festivals, outdoor dining, community gatherings, and other events. The plan should identify the parking spaces and describe how they will be used.
<input type="checkbox"/>	Phased Parking Plan	Create a phased parking plan and construct parking spaces in phases as demand requires. Areas intended for future parking phases would remain as green space until converted to parking spaces. If, after five years, future parking phases have not been constructed, they shall become permanent green space.
<input type="checkbox"/>	Green Infrastructure	Provide and maintain green infrastructure such as bioretention areas (rain gardens), planter boxes, or vegetated buffer strips consistent with NCTCOG's integrated Stormwater Management (ISWM) Program.
<input type="checkbox"/>	Solar Energy	Use solar energy to satisfy 25% or more of on-site energy demand.
<input type="checkbox"/>	Preserve Open Space	Reserve existing natural areas comprising at least 5% of the overall project size. Such areas should incorporate quality non-invasive tree stands, habitat or riparian areas. Such areas should not include existing floodplain or other areas already protected or inherently unsuitable for development.

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

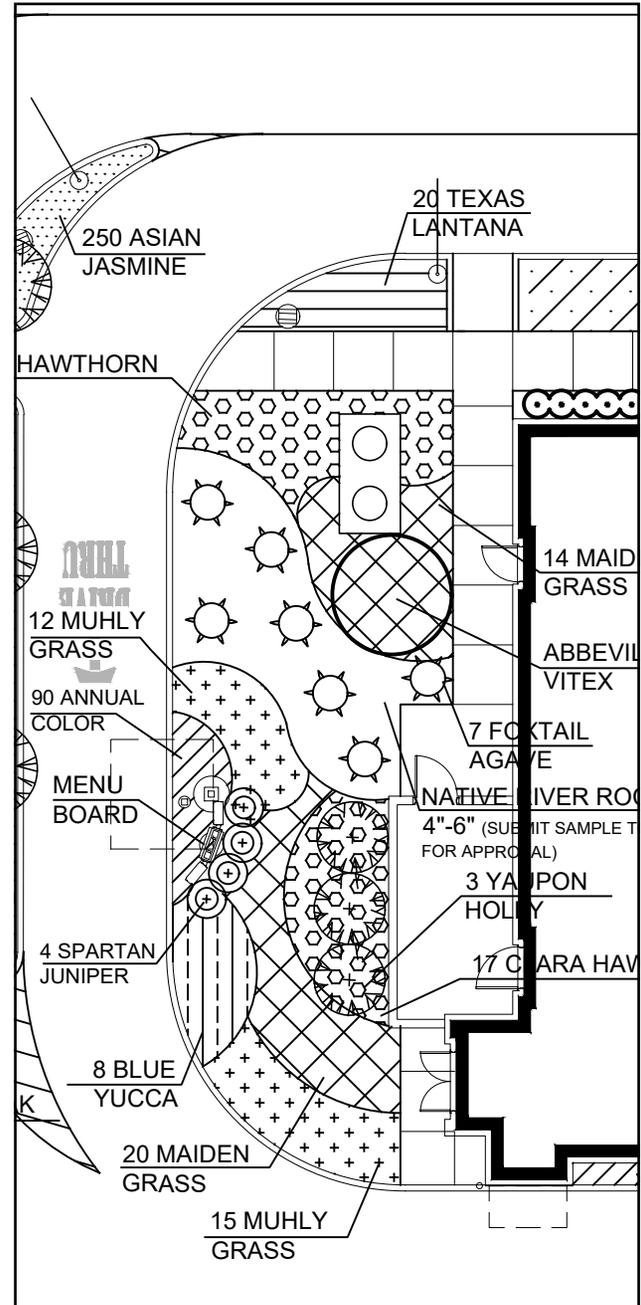
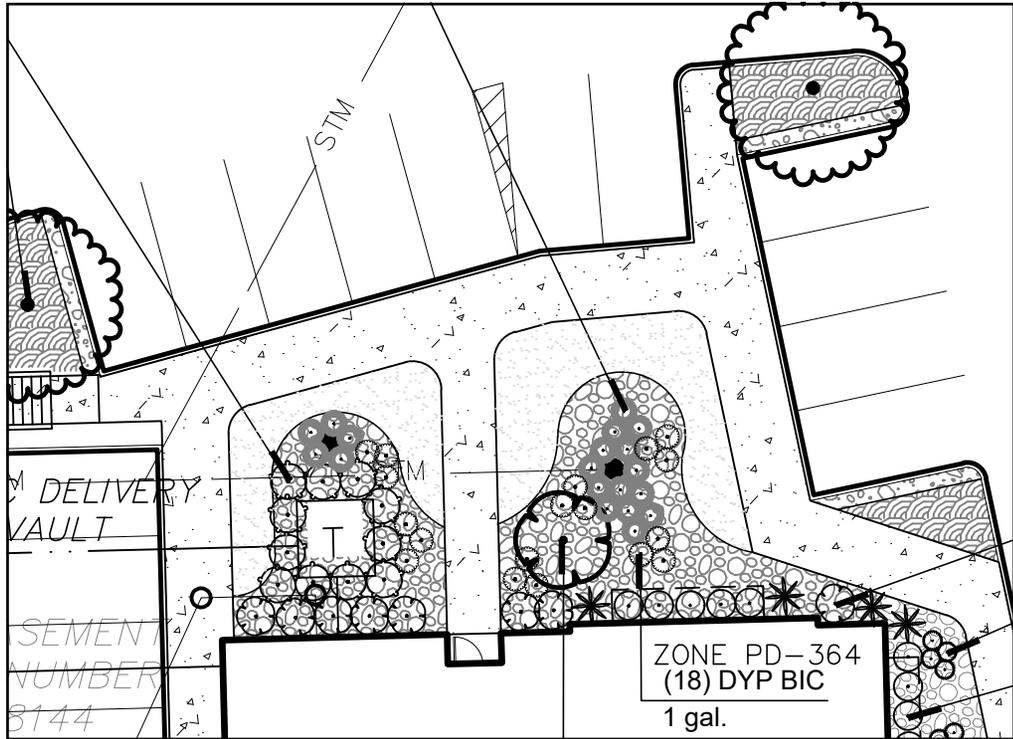
### Alternative Compliance

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

<input checked="" type="checkbox"/> If Selected	Proposed Item/Element	Description
<input checked="" type="checkbox"/>	White Concrete Pavement	Concrete pavement with a higher reflective value to reduce urban heat island effect.
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

### Menu Item Summary Table

Element	# of Menu Items
Usable Open Space & Pedestrian Walkways	
Site Design & Building Orientation	2
Building Design	9
Healthy, Smart, Sustainable Community	2
Alternative Compliance	1
<b>Total Menu Items:</b>	<b>14</b>





Legislation Details (With Text)

**File #:** 20-10257      **Version:** 1      **Name:** Public Hearing on the FY 2020/2021 Operating Budgets

**Type:** Agenda Item      **Status:** Items for Individual Consideration

**File created:** 8/17/2020      **In control:** Budget

**On agenda:** 9/1/2020      **Final action:**

**Title:** Public Hearing on the FY 2020/2021 Operating Budgets

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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**From**  
Kathleen C. Mercer

**Title**  
Public Hearing on the FY 2020/2021 Operating Budgets

**Presenter**  
Kathleen C. Mercer, Director of Budget/Purchasing

**Recommended Action**  
Conduct Public Hearing

**Analysis**  
On August 13, 2020, the City Manager’s proposed budget was submitted to the City Council. The City Council met to review the proposed budget at the workshop on August 21, 2020.

**Financial Consideration**  
The combined FY 2020/2021 City Operating Budgets proposed total is **\$406,504,723**. Significant changes and issues included in the Proposed FY 2020/2021 Operating Budgets are summarized as follows:

- GENERAL FUND RESOURCES \$142,131,147**
- Taxable value increase of 4.5751% increase of \$3,207,012
- Increase in Proposed property tax rate from .457128 to .460638 (moved .00351 from Debt Service)
- Increase in TIF Reimbursement, Interest & Delinquent Taxes of (\$2,383,985)
- Decrease in sales tax of (\$196,012)
- Decrease in franchise fee and other taxes of (\$236,656)
- Decrease in Charges for Services of (\$699,381)
- Decrease in licenses and permits of (\$262,705)

Decrease in fines/forfeits of (\$1,523,373)  
Increase in inter/intra governmental revenue \$59,177  
Increase in Indirect Cost of \$379,156  
Decrease in Miscellaneous Revenues (\$7,706)

**GENERAL FUND APPROPRIATIONS \$148,046,434**

**Proposed improvements in the General Fund include:**

Civil Service Step  
Frozen positions, reduced supplies, other charges and services and capital outlay  
Proposed capital outlay in the General Fund totals \$662,000 and includes vehicle replacements

**WATER AND WASTEWATER FUND \$85,741,139**

An average increase of 4.5% to water and wastewater rates to residential, commercial and industrial customers.  
Includes increase in water and wastewater purchase costs for anticipated growth and system demands.  
Includes funding for capital outlay.

**GENERAL OBLIGATION DEBT SERVICE FUND \$34,314,433**

Meets debt service requirements.  
Decrease in Proposed property tax rate from .212870 to .209360 (moved .00351 from General Fund)

**EMPLOYEE INSURANCE FUND \$20,405,279**

Includes employee and retiree medical and prescription claims of \$17,528,064

**PARK VENUE FUND \$18,431,391**

Includes a transfer from the General fund of \$6,560,077  
Expenditures include: the Ruthe Jackson Center, Tony Shotwell Center, Uptown Theatre, Market Square and The Summit.  
Includes \$1,500,000 transfer to the Park Capital Projects Fund.

**SOLID WASTE FUND \$15,370,647**

Funding for the Landfill and Recycling Operations \$12,033,969  
Funding for the Auto-Related Business program \$387,237  
Funding for the Brush Crew program \$780,210  
Funding for the Keep Grand Prairie Beautiful program \$398,408  
Funding of \$1,770,823 transfers to the various Solid Waste Funds

**COMMUNITY POLICING FUND \$12,776,353**

Expenditures to include capital outlay items.  
Includes 50 positions.

**EPIC FUND \$11,806,834**

Includes Debt Service payment  
Expenditures for new recreation center

**POOLED INVESTMENT FUND \$11,128,441**

Expenditures include three full time positions.

**STORM WATER UTILITY FUND \$8,954,703**

Includes \$372,5000 for Storm Sewer Maintenance.

Includes \$6,325,724 transfer to the Storm Water Utility Capital Projects Fund.

**FLEET SERVICES FUND \$6,762,793**

Expenditures include vehicle maintenance.

**WATER WASTEWATER DEBT SERVICE FUND \$6,556,904**

Includes Debt Service payment.

**RISK MANAGEMENT FUND \$4,526,452**

Expenditures include premium payments for worker's compensation, property and liability.

**LAKE PARKS FUND \$3,325,953**

Expenditures include: Loyd and Lynn Creek Park Sites, the Lodge, the Cabins and the Camp Store.

**GOLF FUND \$3,176,252**

Budget includes the operation of two City courses.

**EQUIPMENT ACQUISITION FUND \$2,897,470**

Expenditures include capital outlay for various city departments.

**SOLID WASTE EQUIPMENT ACQUISITION FUND \$2,711,500**

Expenditures to include capital outlay items.

**AIRPORT FUND \$2,095,002**

Budget includes the operation of a City owned municipal airport

**HOTEL/MOTEL TAX FUND \$1,568,816**

Includes Council directed funding.

**PRAIRIE LIGHTS FUND \$1,276,673**

Funding for light show and operations.

**FIRE STATE SUPPLEMENTAL \$1,152,514**

Expenditures to include capital outlay items.

**CEMETERY FUND \$986,676**

Expenditures to include increase in marker's sales.

**BASEBALL FUND \$500,000**

Expenditures for maintenance repairs.

**CAPITAL LENDING AND RESERVE FUND \$500,000**

Expenditures for Economic Development.

**EDUCATIONAL FUND \$333,000**





Legislation Details (With Text)

<b>File #:</b>	20-10258	<b>Version:</b>	1	<b>Name:</b>	Public Hearing on the FY 2020/2021 Capital Improvement Projects Budgets
<b>Type:</b>	Agenda Item	<b>Status:</b>			Items for Individual Consideration
<b>File created:</b>	8/17/2020	<b>In control:</b>			Budget
<b>On agenda:</b>	9/1/2020	<b>Final action:</b>			
<b>Title:</b>	Public Hearing on the FY 2020/2021 Capital Improvement Projects Budgets				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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**From**  
Kathleen C. Mercer

**Title**  
Public Hearing on the FY 2020/2021 Capital Improvement Projects Budgets

**Presenter**  
Kathleen C. Mercer, Director of Budget/Purchasing

**Recommended Action**  
Conduct Public Hearing

**Analysis**  
On August 13, 2020 the City Manager’s proposed budget was submitted to the City Council. The City Council met to discuss the proposed budget at the workshop on August 21, 2020.

**Financial Consideration**  
The FY 2020/2021 Capital Improvement Projects Budgets proposed total is **\$50,053,324**. Detail by fund for the Proposed FY 2020/2021 Capital Improvement Projects Budgets are summarized as follows:

<b>Proposed Appropriations :</b>	<b>\$50,053,324</b>
Airport	100,000
Capital Reserve	3,320,400
Fire	3,452,388
IT	1,230,101
Lake	250,000
Library	60,739
Municipal Facilities	5,593,016

Parks	765,000
Storm Water	5,229,500
Streets	12,733,680
Solid Waste	200,000
Water	14,479,000
Wastewater	2,639,500

**Funding sources:**

Cash/Other resources	27,766,380
Certificates of Obligation	21,849,945
Cost of Issuance	436,999

**FUTURE SCHEDULE**

➤ September 15, 2020                      Approve Budget