



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Meeting Agenda

City Council

Tuesday, January 7, 2020

4:30 PM

City Hall - Briefing Room
317 College Street

Call to Order

Staff Presentations

- 1 [20-9685](#) Sales Tax Update - Presented by Andrew Fortune, Assistant to the City Manager
- 2 [19-9658](#) I-20 and I-30 TXDOT Frontage Roads Update - Presented by Walter Shumac, Transportation Director

Agenda Review

Executive Session

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

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

Recess Meeting

6:30 PM Council Chambers

Invocation: Deputy Mayor Pro Tem Jorja Clemson

Pledge of Allegiance to the US Flag and to the Texas Flag led by Council Member Jim Swafford

Presentations

- 3 [19-9428](#) Lunar New Year Proclamation - Presented to Matthew and Steve Loh

Attachments: [Lunar New Year 2020](#)

Consent Agenda

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

- 4 [20-9683](#) Minutes of the December 17, 2019 Meeting

 Attachments: [12-17-2019 Minutes](#)

- 5 [19-9585](#) Confirmation of the appointment of Daniel Scesney as Grand Prairie Police Chief, in accordance with Local Government Code, Section 143.013(a)(1), effective January 18, 2020

- 6 [20-9669](#) Price Agreement for Traffic Signals/Fiber Optic Ground Boxes with Dynamic Vision Company, Inc., at an estimated annual cost of \$41,639. This agreement will be for one year with the option to renew for four additional one year periods totaling \$208,195 if all extensions are exercised. Also authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)

 Attachments: [20-9669 BID TAB GRND BX.pdf](#)
 [RFB #20038 GROUND BOXES.pdf](#)
 [20-9669 Expenditure Appropriation.docx](#)

- 7 [19-9167](#) Amend and restate existing Ellis County Interlocal Agreement establishing platting procedures for property in the ETJ

 Attachments: [GP ILA Agreement \(Ellis County\) -FINAL CLEAN](#)
 [Jul 2019 Letter from Ellis Co](#)
 [Executed GP+Ellis Co 1445 Interlocal Agmt](#)

- 8 [19-9555](#) Contract with Future Outdoors, LLC for Fence Construction in the amount of \$67,309 - Forum Estates PID (Council District 4)

 Attachments: [Exhibit A-FRPID Budget 5yr service plan-FY20-FR.pdf](#)

- 9 [19-9617](#) Developer Agreement Final Reconciliation Change Order for Greenway Trails with WM SUB GT, LP in the negative amount of \$879,167.67

 Attachments: [Greenway Trails Breakdown.pdf](#)
 [618.107.xlsx](#)

- 10 [19-9626](#) Copier leases from Ricoh in the total estimated amount, over all lease years, not-to-exceed \$1,000,000 through a national interlocal agreement with Department of Information Resources (DIR)

- 11 [19-9644](#) Contract with BrightView Landscapes, LLC for Landscape Maintenance for \$215,295.30 in High Hawk PID (City Council District 6) for a one-year term
Attachments: [Exhibit A-HHPID Budget 5yr service plan-FY20-HH.pdf](#)
- 12 [19-9652](#) Renewal of an integrated supply agreement with Genuine Parts Co. dba NAPA for on-site fleet parts store management and parts purchases to extend the final renewal option for an amount not to exceed \$1,350,000 through a Master Interlocal Agreement with Sourcewell
Attachments: [19-9652.doc](#)
- 13 [19-9653](#) Renewal of the city's contract with Life Extension Clinics, Inc. DBA Life Scan Wellness Center for Annual Medical Evaluations for Fire Personnel in the increased annual amount of \$50,000 through an interlocal agreement with the City of Plano for a one-year term with two additional one-year renewal periods remaining totaling \$180,000 if all extensions are exercised
Attachments: [19-9653 LifeScan](#)
[LifeScan - Change Order Worksheet](#)
- 14 [19-9659](#) Renewal of Tax Factory Support Software with Business Software, Inc., as a sole source provider, in the annual amount of \$6,676.82 with 5% annual increase, for a one-year term with four additional one-year renewal periods for a total not to exceed \$38,738.33 if all renewal periods are exercised and authorize the City Manager to execute any additional renewals with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)
Attachments: [BSI Expenditure Information Form.pdf](#)
- 15 [20-9665](#) Renewal of a price agreement for veterinarian test kits from sole source provider IDEXX Laboratories with a monetary increase of \$10,000 (for a total not-to-exceed \$30,000 annually) for one year with the option to renew for four additional one year periods now totaling \$140,000 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: [Attachment A.xlsx](#)

- 16 [20-9666](#) Renewal of polygraph and psychological testing services contracts with Sage Cognitive Solutions in the annual amount not to exceed \$12,000; renewal of our psychological testing services contracts with Pepper Psychological Services, PLLC in the annual amount not to exceed \$10,000; renewal of our psychological testing services contracts with Altman Psychological Services, PLLC in the annual amount not to exceed \$1,500; renewal of our psychological testing services contracts with Price, Proctor & Associates, LLP in the annual amount not to exceed \$3,000; renewal of our polygraph testing services contracts with Behavioral Measures & Forensic Services in the annual amount not to exceed \$3,000; All agreements were for an initial one year term and are requested to be renewed for an additional one-year term with the addition of three additional one-year renewal options for a total not to exceed \$162,450 if all renewal options are exercised
- 17 [20-9682](#) Contract for the purchase and installation of protective rain canopies and shade structures for Firehouse Gastro Park from Playground Solutions of Texas, Inc. in the amount of \$149,122 through a national interlocal agreement with Sourcewell; city staff is recommending a foundations coordination allowance of \$30,000 and an allowance of \$20,000 for existing facility adjustments required, bringing the total funding request to \$199,122
Attachments: [618.17 Gastro.xlsx](#)
- 18 [19-9648](#) Purchase of one (1) new Ram 3500 crew cab with dump body (\$48,904), one (1) new Ram 3500 crew cab with flatbed body (\$52,235.90), one (1) new Ram 3500 crew cab pickup with gooseneck body (\$55,719), one (1) new Ram 3500 crew cab pickup with utility body (\$45,916.70), one (1) new Ram 2500 crew cab utility body and crane (\$47,224.75) from Cowboy Chrysler Dodge Jeep, respectively for a combined total of \$250,000.05 through an Interlocal Agreement with GoodBuy
Attachments: [19-9648.docx](#)
- 19 [19-9660](#) Purchase of one (1) new Ram 5500 regular cab pickup with Versalift aerial lift (\$139,632), and one (1) new Ram 5500 crew cab pickup with dump body (\$62,207) from Grapevine Dodge Chrysler Jeep, respectively for a combined total of \$201,839 through a national interlocal agreement with BuyBoard
Attachments: [19-9660.docx](#)
- 20 [20-9678](#) Purchase and installation of all network infrastructure equipment for new Fire Station 3 from Facility Solutions Group (FSG) in the amount of \$18,687 through a national interlocal agreement with BuyBoard
Attachments: [618.04 FS 3.xlsx](#)
- 21 [20-9679](#) Purchase and installation of all security and door access control equipment for new Fire Station 3 from Videotronix, Inc. (dba VTI Security) in the amount of \$41,263.38 through a national interlocal purchasing agreement with the State of Minnesota.
Attachments: [618.04 FS 3.xlsx](#)

- 22** [20-9672](#) Purchase and installation of all audio/video equipment for phase two of the new City Hall project from Infinity Sound, Ltd. in the amount of \$196,955 through a national interlocal agreement with BuyBoard
Attachments: [620.26 CH 2.xlsx](#)
- 23** [20-9673](#) Purchase and installation of all security and door access control equipment for phase two of the new City Hall project from Videotronix, Inc. (dba VTI Security) in the amount of \$92,190.60 through a national interlocal purchasing agreement with the State of Minnesota.
Attachments: [620.26 CH 2.xlsx](#)
- 24** [20-9674](#) Purchase and installation of all network infrastructure equipment for phase two of the new City Hall project from Facility Solutions Group (FSG) in the amount of \$94,931 through a national interlocal agreement with BuyBoard
Attachments: [620.26 CH 2.xlsx](#)
- 25** [20-9671](#) Change Order/Amendment No 2 with TBG Partners in the amount of \$44,950 for design of parking lot and modification of overall Master Plan for PlayGrand Adventures
Attachments: [20-9671 TBG CO #2 PGA Additional Parking - Budget Summary.xlsx](#)
- 26** [19-9663](#) Construction Contract with McMahon Contracting, L.P. in the amount of \$3,522,865.43 for Paving, Drainage and Water Improvements in Ragland Road and Day Miar Road; Material Testing with Kleinfelder in the amount of \$32,416.55; contract contingency in the amount of \$176,143; In-House labor distribution in the amount of \$176,143 for a total project cost of \$3,907,567.98
Attachments: [Engineer Recommendation Letter of Project Award.pdf](#)
[619.76 Ragland.xlsx](#)
[619.113 Ragland.xlsx](#)
- 27** [19-9664](#) Contract with LandCare for Landscape Maintenance for one year in the amount of \$693,500 in Peninsula PID (Council Districts 4 and 6)
Attachments: [Exhibit A PNPID Budget Peninsula FY20.pdf](#)
- 28** [20-9675](#) Authorize the City Manager to accept a grant from the Texas Department of State Health Services (DSHS), Tobacco Prevention and Control Branch Tobacco Enforcement Program, through an Interlocal Agreement with Texas State University up to the amount of \$37,500 for the purpose of compliance-related activities of tobacco retailers.
Attachments: [Grand Prairie PD TEP FY20 Contract.pdf](#)

- 29** [20-9681](#) Change Order/Amendment No. 6 with Hill & Wilkinson General Contractors for phase one of the New City Hall Complex in the amount of \$129,952.64 for landscape revisions, handrail changes, utility coordination, added security provisions, signage credit, south stairwell conditioning, glass vision panels, engraved outlet plates, parking curb adjustments, millwork modifications, increased concrete scope, added drainage, door hardware keying revisions, construction schedule impacts and credits for eliminated scope of work
Attachments: [618.16 MC.xlsx](#)
- 30** [19-9651](#) Resolution authorizing the City Manager to enter into a Project Specific Agreement Amendment with Dallas County for the widening of Camp Wisdom Road MCIP 40811 from approximately 1700 linear feet west of Carrier Pkwy to FM 1382 and commit the city to additional funding from the City's original share of \$3 million to be increased to \$8,597,939
Attachments: [CityGrandPrairie First Amendment to PSA for Camp Wisdom Rd 40811 v.3.pdf](#)
[619.80 Camp Wisdom.xlsx](#)
- 31** [19-9622](#) Resolution in support of the Lennox House application for Tax Credits
- 32** [20-9676](#) Ordinance authorizing assignment and special pay for certain Police Officers who perform specialized Dive Team functions in the Police Department.\n
Attachments: [Dive Team Pay.pdf](#)
- 33** [20-9667](#) Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget in the amount of \$260,000; and approve a contract with DCC, through a national interlocal agreement with BuyBoard, for pool replaster repairs at McFalls and Bowles Pools in an amount not to exceed \$115,000
Attachments: [20-9667 Park Venue Facilities Improvements \(2\)- Budget Summary.xlsx](#)
[20-9667 Park Venue Facilities Improvements \(3\)- Budget Summary.xlsx](#)
[20-9667 Park Venue Facilities Improvements- Budget Summary.xlsx](#)
[Recreation Facility Projects Master 2019.pdf](#)
- 34** [19-9662](#) Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; construction contract with Gra-Tex Utilities in the amount of \$2,558,259 for sanitary sewer and electrical improvements at Loyd Park; material testing with Kleinfelder Consultants in the amount of \$23,513; contract contingency in the amount of \$127,913; In-house labor distribution in the amount of \$127,913 for a total project cost of \$2,837,598
Attachments: [Recommendation of Award Letter Packet \(002\).pdf](#)
[619.174 Loyd Elec SS.xlsx](#)

Public Hearing on Zoning Applications

- 37** [19-9571](#) Z181101A/CP181101A - Zoning Change/Concept Plan - Lake Ridge Commons (Commissioner Connor/City Council District 4). Zoning Change and Concept Plan to amend the Planned Development District and Concept Plan for Lake Ridge Commons, a development on 91.113 acres, which includes single family detached, single family townhouse, multi-family, and commercial uses. Tract 1, William Linn Survey, Abstract No. 926, City of Grand Prairie, Tarrant County, Texas; Tract 1, William Linn Survey, Abstract No. 1726, Tract 2, A.B.F. Kerr Survey, Abstract No. 717, City of Grand Prairie, Dallas County, Texas. Zoned PD-384, within the Lake Ridge Corridor Overlay District, and generally located on the west side of Lake Ridge Pkwy, south of Hanger Lowe Rd. The consultant is Phillip Fisher, Macatee Engineering and the owner is Terry Jobe, Alluvium Development. (On December 2, 2019, the Planning and Zoning Commission recommended approval of this request by a vote of 5-0).

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

[Exhibit B - Land Use.pdf](#)

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

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

[Exhibit E - Phasing Plan.pdf](#)

[PZ Draft Minutes 12-02-19.pdf](#)

Items for Individual Consideration

- 38** [19-9548](#) SNC191001 - Street Name Change - Locker Street to Brisket Lane (City Council District 5). Street Name Change request to change Locker Street between W Main Street and W Pacific Street to "Brisket Lane".

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

[SNC191001 - Mailing List](#)

[SNC191001 - Paid Receipt](#)

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 January 3, 2020.

Catherine E. DiMaggio, City Secretary

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



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #: 20-9685 **Version:** 1 **Name:** Sales Tax Briefing
Type: Presentation **Status:** Staff Presentations
File created: 12/31/2019 **In control:** City Secretary
On agenda: 1/7/2020 **Final action:**
Title: Sales Tax Update - Presented by Andrew Fortune, Assistant to the City Manager
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
Sales Tax Update - Presented by Andrew Fortune, Assistant to the City Manager



Legislation Details (With Text)

File #:	19-9658	Version:	1	Name:	I-20 and I-30 Frontage Road Update
Type:	Presentation	Status:		Status:	Staff Presentations
File created:	12/16/2019	In control:		In control:	City Secretary
On agenda:	1/7/2020	Final action:		Final action:	
Title:	I-20 and I-30 TXDOT Frontage Roads Update - Presented by Walter Shumac, Transportation Director				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title
I-20 and I-30 TXDOT Frontage Roads Update - Presented by Walter Shumac, Transportation Director



Legislation Details (With Text)

File #: 19-9428 **Version:** 1 **Name:** Lunar New Year Proclamation
Type: Presentation **Status:** Presentations
File created: 10/3/2019 **In control:** City Secretary
On agenda: 1/7/2020 **Final action:**
Title: Lunar New Year Proclamation - Presented to Matthew and Steve Loh
Sponsors:
Indexes:
Code sections:
Attachments: [Lunar New Year 2020](#)

Date	Ver.	Action By	Action	Result
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Title
Lunar New Year Proclamation - Presented to Matthew and Steve Loh

WHEREAS, The Lunar New Year celebration has existed since the 14th century BC; and

WHEREAS, millions of people around the world celebrate this Lunar New Year, welcoming the Year of the Rat; and

WHEREAS, the Year of the Rat is the First in the 12-year cycle of animals which appear on the Asian zodiac related to the lunar calendar; and

WHEREAS, this is a Year of Metal Rat ushers in challenges for the year as well as the intelligence, inquisitiveness, innovation, charm and diligence of the rat to help you excel; and

WHEREAS, this year the lunar calendar begins the Lunar New Year on January 25th and Asians and family and friends of all races will come together in Grand Prairie at Asia Times Square to celebrate this occasion on January 10, 11 & 12 and January 17, 18 & 19 and January 25th;

NOW, THEREFORE, I, Ron Jensen, Mayor, City of Grand Prairie, on behalf of the City Council, do hereby proclaim January 25, 2020

LUNAR NEW YEAR

in the City of Grand Prairie, and hereby recognize the cultural and historical significance of Lunar New Year and extend best wishes for a happy and prosperous new year.

WITNESS MY HAND AND THE SEAL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 7TH DAY OF JANUARY, 2020.



Ron Jensen
Mayor



Legislation Details (With Text)

File #: 20-9683 **Version:** 1 **Name:** 12-17-2019 Council Minutes
Type: Minutes **Status:** Consent Agenda
File created: 12/30/2019 **In control:** City Secretary
On agenda: 1/7/2020 **Final action:**
Title: Minutes of the December 17, 2019 Meeting
Sponsors:
Indexes:
Code sections:
Attachments: [12-17-2019 Minutes](#)

Date	Ver.	Action By	Action	Result
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From
Cathy DiMaggio

Title
Minutes of the December 17, 2019 Meeting

Presenter
Cathy DiMaggio, City Secretary

Recommended Action
Approve

Analysis
Minutes are attached.



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Minutes - Final

City Council

Tuesday, December 17, 2019

4:30 PM

City Hall - Briefing Room
317 College Street

Call to Order

Mayor Jensen convened the meeting at 4:30 p.m.

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

Staff Presentations

- 1 Fire Station 4 Re-Opening and Ambulance Deployment - Presented by Chief Robert Fite

Robert Fite, Fire Chief, stated that Station 4 is scheduled to open the first week of January 2020. Chief Fite then went over a change in ambulance deployment when Station 4 re-opens.

Presented
- 2 Legislative Update-Sales Taxes - Presented by Legislative Coordinator Andrew Fortune

Andrew Fortune, Assistant to the City Manager, stated that the Comptroller would be implementing a new rule as a result of legislation which will impact sales tax with regard to point of origin versus destination. He said the Comptroller desires to go to destination based sales tax. The city has hired a consultant to determine the extent of the impact to Grand Prairie.

Presented

Agenda Review

Mayor Pro Tem Giessner asked if Council had any questions on Consent Agenda Items 4-46. He said staff had asked to pull Item 44 to hold a public hearing under Individual Consideration. Mayor Pro Tem Giessner stated that Items 47, 48 and 49 on the Public Hearing Hearing Consent Agenda were to be tabled. He added that Council Member Wooldridge had filed a conflict of interest form for Item 46 and, therefore, that item would be pulled for individual consideration.

Council Member Copeland asked if the Council Development Committee had reviewed Item 47. David Jones, Chief City Planner, stated they had not. Council Member Copeland stated this one has closing hour at 2:00 a.m. and other similar uses have had closing at 12:00 a.m. Chief Dye said the Police Department could not support the hours from a police standpoint. Mr. Jones clarified that this was a billiard hall.

Executive Session

Mayor Jensen convened a closed session at 5:00 p.m. pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., Section 551.072 "Deliberation Regarding Real Property" and Section 551.087 "Deliberations Regarding Economic Development Negotiations." Mayor Jensen adjourned the closed session at 5:56 p.m.

Recess Meeting

Mayor Jensen recessed the meeting at 5:56 p.m.

6:30 PM Council Chambers

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

The Invocation was given by Pastor Barry Jude, The Oaks Baptist Church. The Pledge of Allegiance to the US Flag and to the Texas Flag were led by Council Member Mike Del Bosque.

Presentations

- 3** Presentation of the 2019 City Christmas Ornament - Presented by First Lady Rebecca Jensen
- First Lady Rebecca Jensen revealed the 2019 city Christmas ornament and stated that proceeds from the sale of the ornaments would go to the Lone Star Park Charitable Foundation.*
- Presented**

Consent Agenda

Mayor Pro Tem Giessner moved, seconded by Council Member Del Bosque to approve Items 4 through 43, pull Item 44 to hold a public hearing, approve Item 45 and pull Item 46 for individual consideration (Council Member Wooldridge declared a conflict of interest on Item 46). The motion carried unanimously.

- 4** Minutes of the November 19, 2019 and December 2, 2019 Meetings

Approved on the Consent Agenda

- 5** Price Agreement for transition couplings and PVC fittings with APSCO Supply (\$25,000 annually) and secondary with Ferguson Waterworks for one year with the option to renew for four additional one year periods, totaling \$125,000 under both contracts, 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. Award to the secondary vendor is to be used only if the primary is unable to fulfill the needs of the department

Approved on the Consent Agenda

- 6** License with Forum Estates PID to allow for the installation of a six-foot tall concrete wall in the right-of-way on Forum Drive east of Great Southwest Parkway

Approved on the Consent Agenda

- 7** Change Order/Amendment No.1 for Future Outdoors for Forum Estates PID wall in the total amount of \$36,360.50 (Council District 4)

Approved on the Consent Agenda

- 8** Purchase of the replacement and installation of the air and oil lubrication system and other shop equipment from Reeder Distributors Inc. in the amount of \$93,999 through a national interlocal agreement with BuyBoard.

Approved on the Consent Agenda

- 9** Purchase of six (6) new Kubota RTV-X900WL-H utility vehicles from Six & Mango Equipment, LLP for a total of \$92,909.42 through a national, interlocal agreement with BuyBoard

Approved on the Consent Agenda

- 10** Price Agreement Contract for roofing services from Garland/DBS (\$850,000 amount annually) through a master interlocal agreement with U.S. Communities. This agreement will be for nine months with an option to renew for five additional one-year periods totaling \$4,250,000 amount if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms.

Approved on the Consent Agenda

- 11** Price agreement for sand and infield conditioner from Turf Materials (up to

\$38,072.40 annually). This agreement will be for one year with the option to renew for four additional one year periods totaling \$190,362 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Approved on the Consent Agenda

- 12** Change Order No. 2 with SYB Construction Company, Inc for Drainage Improvements 1800-2200 North Carrier Parkway in the in the net amount of \$58,786.00.

Approved on the Consent Agenda

- 13** Change Order/Amendment No. 1 for SPSPD, Inc..for High Hawk PID Landscape Installation in the total amount of \$62,610.51 (Council District 6)

Approved on the Consent Agenda

- 14** Price agreement for potable water storage tank inspections, cleaning, and repair services from U.S. Underwater, Inc. (\$62,603.00 annually) through an Inter-local agreement with the City of Carrollton. This agreement will be for an initial ten months with the option to renew for four additional one-year periods totaling \$302,581.17 if all remaining 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.

Approved on the Consent Agenda

- 15** Renew the price agreement for portable toilet rentals from United Rentals at an estimated annual cost not to exceed \$70,000 through a state interlocal agreement with TXMAS

Approved on the Consent Agenda

- 16** Contract with LandWorks for Landscape Maintenance for \$130,147 in Forum Estates PID (Council District 4)

Approved on the Consent Agenda

- 17** Purchase of one (1) FLIR GF Optical Gas Imaging Camera at a cost of \$100,797.10 through sole-source vendor FLIR of Nashua, NH.

Approved on the Consent Agenda

- 18** Purchase of kennel demolition and renovation services from Shor-Line in the

amount of \$129,193.29.

Approved on the Consent Agenda

- 19** Contract for furniture, fixtures and equipment (FF&E) for the Service Center Additions and Renovations - Phase Two work in the amount of \$113,914.79 from Wilson Office Interiors through national interlocal agreements with NIPA, and NCPA.

Approved on the Consent Agenda

- 20** Amendment (Change Order) No.1 to construction contract with Gra-Tex Utilities for Miscellaneous Water and Wastewater Improvements in the net total negative amount of (\$224,443.25)

Approved on the Consent Agenda

- 21** Purchase one (1) new Kenworth T270 dump bed truck for Public Works (Water), one (1) new Kenworth T370 platform dump body truck for Public Works (Streets) and two (2) new Kenworth T370 Epsilon brush body trucks for Public Works (Brush) from MHC Kenworth Dallas through a national inter-local agreement with Buyboard in the amount of \$583,851.45.

Approved on the Consent Agenda

- 22** Price Agreement for Supervisory Control And Data Acquisition System (SCADA) from Prime Controls, LP (\$100,000 annually) and secondary with Kimark Systems, Inc. for one year with the option to renew for four additional one year periods totaling \$500,000 if all extensions are exercised; award to the secondary vendor is to be used only if the primary is unable to fulfill the needs of the department.

Approved on the Consent Agenda

- 23** Contract with Komatsu Architecture in an amount of \$52,165.00 for architectural and engineering design along with construction documentation and construction administration services to expand parking at Warmack Library. In addition to the design services contracts with Komatsu, staff is also recommending a five-percent (5%) design contingency allowance of \$2,608.00 for a total funding request of \$54,773.00.

Approved on the Consent Agenda

- 24** Change Order/Amendment No. 4 with Modern Contractors for Fleet Services Center Additions and Renovations (Phase Two) in the amount of \$42,378.86 for data drops, new window frame/glazing, LED lighting, fire-rated access panels, ceramic tile, added conduit, steel lintel and vehicle charging.

Approved on the Consent Agenda

- 25** Change Order/Amendment No. 1 with AUI Partners, LLC in the amount of \$7,984,517 for the balance of construction cost for new Fire Station 3; 4.2% contingency in the amount of \$332,688; \$50,000 allowance for door access and security systems; \$25,000 allowance for IT/data design and installation; plus a \$50,000 allowance for construction testing for a total funding request in the amount of \$8,442,205.
- Approved on the Consent Agenda**
- 26** Contract Change Order/Amendment #12 with Itron, Inc. for the City-Wide installation of our Automatic Metering Infrastructure (AMI) system in the amount of \$254,795.22
- Approved on the Consent Agenda**
- 27** Ratify and approve Change Order 2 to our Planning Services Contract with Catalyst Commercial for Dual Market Analysis and Downtown Concept Plan, in the amount not to exceed \$32,569, bringing the total change order amount over the life of this contract to \$60,000.
- Approved on the Consent Agenda**
- 28** Change Order No. 1 for additional material testing with Alliance Geotechnical Group on the Great Southwest Parkway construction project in the amount of \$90,000.
- Approved on the Consent Agenda**
- 29** Price Agreement for Pre-Employment Background Screenings from First Check effective January 1, 2020 based upon a fee schedule per unit item ordered, estimated up to \$40,000 annually based on current volumes. This agreement will be for one year, with the option to renew for four additional one year periods, totaling an estimated \$200,000 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.
- Approved on the Consent Agenda**
- 30** Re-award Price agreement for EMS medical control services to Questcare Medical Services (an affiliate of Envision Physician Services) for \$66,000 annually for two years with the option to renew for three additional one-year periods totaling \$330,000 if all renewal options are exercised; and authorize the City Manager to execute any additional renewal options with aggregate price fluctuations up to \$50,000 or 25% of the original contract value so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)

Approved on the Consent Agenda

- 31** Change order #4 for PlayGrand Adventures Phase 1 with Hill and Wilkinson Inc in the amount of \$116,180.01 for additional drainage, masonry, wood fiber and sod, retaining wall footing revisions, PIP rubber surfacing, triangular column stone addition and credit for deletion of work.

Approved on the Consent Agenda

- 32** Resolution accepting the TIF Board Recommendation and authorizing the City Manager to amend the Economic Development Agreement with CHI-Wildlife Park, L.P. for upsizing the trail system connecting the existing trail at Belt Line to Wildlife Parkway

Adopted

Enactment No: RES 5058-2019

- 33** Resolution approving the City's Investment Policy

Adopted

Enactment No: RES 5059-2019

- 34** Resolution authorizing the City Manager to enter into a Memorandum of Understanding/Interlocal Agreement with Texas Department of Public Safety to update the Texas DPS interoperability radio frequencies into the city's public safety radios

Adopted

Enactment No: RES 5060-2019

- 35** Resolution amending Resolution 4939-2018, ratifying a solid waste grant amendment from the North Central Texas Council of Governments to allow an increase in funding from \$50,175.01 to \$51,112.67 for recycling bins to be furnished to Grand Prairie ISD

Adopted

Enactment No: RES 5061-2019

- 36** Resolution accepting TIF Board Recommendation - Hotel Conference Center Tax Note

Adopted

Enactment No: RES 5062-2019

- 37** Resolution accepting TIF Board recommendation on Restaurant and Retail Development Financing

Adopted

Enactment No: RES 5063-2019

- 38** Resolution dedicating open space parkland for perpetuity

Adopted

Enactment No: RES 5064-2019

- 39** Resolution appointing members to Boards of Directors for two Tax Increment Financing (TIF) Zones, TIF #1 and TIF #3

Adopted

Enactment No: RES 5065-2019

- 40** Resolution granting 380 Incentive Agreement and entering into a separated sales tax contract with Aerofirma Corporation for the Retreat to rebate 50% of the \$.01 documented general sales tax revenue on construction materials purchased to complete the new development

Adopted

Enactment No: RES 5066-2019

- 41** Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Final Reconciliation of Lake Ridge Extension with TxDOT in the amount of \$1,126,511.79.

Adopted

Enactment No: ORD 10773-2019

- 42** Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Purchase of a 12.3062 acre tract of land located at 1901 SH 161 from the Patrick C. Nolan Family Trust in the not to exceed amount of \$270,000

Adopted

Enactment No: ORD 10774-2019

- 43** Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; 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

Adopted

Enactment No: ORD 10775-2019

44 Ordinance Extending Boundary and Term of Tax Increment Reinvestment Zone (TIRZ) #3

Mayor Jensen opened a public hearing on the proposed extension of TIF #3. He asked if there was anyone who wished to speak during the public hearing. There were not citizens who wished to speak. Mayor Jensen closed the public hearing.

Mayor Pro Tem Giessner moved, seconded by Deputy Mayor Pro Tem Clemson, to close the public hearing and approve the extension and term of TIF #3. The motion carried unanimously.

Enactment No: ORD 10776-2019

45 Ordinance amending the FY 2019/2020 Capital Improvements Projects Budget; Change Order/Amendment No. 1 with Hill & Wilkinson General Contractors in the amount of \$6,215,173 for the balance of construction cost for Phase Two of the Civic Campus Master Plan project; 5% contingency in the amount of \$310,759; \$1,200,000 allowance for owner-provided furniture, fixtures and equipment (FF&E); \$95,000 allowance for door access and security systems; \$95,000 allowance for IT/data design and installation; \$200,000 allowance for audio/visual (AV) equipment; \$25,000 allowance for construction testing; plus a \$125,000 allowance for Oncor Electric power line relocation for a total funding request in the amount of \$8,265,932.

Adopted

Enactment No: ORD 10777-2019

46 Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Change Order No. 1 to the Home Depot contract in the amount of \$44,845 for additional work for sewer service for three properties - 802, 902, and 922 OUR Lane and an additional 4th tract for the Graft Property through a national interlocal agreement with U.S. Communities.

(Council Member Wooldridge filed required paperwork for a conflict of interest on this item and left the Chambers during discussion and vote on this item.)

Gabe Johnson, Public Works Director, stated that there is an existing TRA line along the creek and OUR Lane is currently on a septic system and will extend at the city's cost for a sewer line to these three properties.

Mayor Pro Tem Giessner moved, seconded by Council Member Copeland, to approve Item 46. The motion carried unanimously.

Enactment No: ORD 10778-2019

Public Hearing Consent Agenda

Mayor Pro Tem Giessner moved, seconded by Deputy Mayor Pro Tem Clemson, to table Items 47, 48 and 49 on the Public Hearing Consent Agenda. The motion carried unanimously.

- 47** SU181004A - Specific Use Permit Renewal - 2625 W. Pioneer Parkway (Commissioner Fisher/City Council District 1). Specific Use Permit Renewal for a Billiard Room at Asia Times Square along with a request to extend operating hours to 2 a.m. Addressed as 2625 W. Pioneer Pkwy., Suite 900. Lot 2, Sam's Properties Addition, City of Grand Prairie, Tarrant County, Texas, 13.71 acres zoned LI, Light Industrial. The owner is Matthew Loh, Asia Times Square.
City Council Action: January 21, 2020

Tabled

- 48** Z191201- Zoning Change - 161 Townhomes (Commissioner Fisher/City Council District 1). A request to change the zoning from PD 102 to a Planned Development for Townhomes. The applicant is proposing 40 units with a green space area. Located at 1325 Robinson Road and 852 Robinson Court. Legally described as 2.95 acres out of the Charles Gibbs Abstract 534 Pg 372 and Lot 5, Block 1, out of the Robinson Court Replat Addition, City of Grand Prairie, Dallas County, Texas. The applicant is Michael Wright, M. J. Wright Architects and the owner is Kelvin Hoang, Clouda Development LLC.
City Council Action: January 21, 2020

Tabled

Enactment No: ORD 10779-2019

- 49** CPA191201- Comprehensive Plan Amendment - 161 Townhomes (Commissioner Fisher/City Council District 1). A request to change the Future Land use Map from Mixed use to High Density Residential. Located at 1325 Robinson Road, and 852 Robinson Court. Legally described as 4.39 acres out of the Charles Gibbs Abstract 534 Pg 372 and Lots 5, Block 1, out of the Robinson Court Replat Addition, City of Grand Prairie, Dallas County, Texas.
City Council Action: January 21, 2020

Tabled

Public Hearing on Zoning Applications

- 50** TA191201 - Text Amendment - Hotel/Motel. An Amendment to various articles of the Unified Development Code to establish hotel and lodging definitions and classifications, and to establish standards for hotel development and redevelopment. The applicant is the City of Grand Prairie Planning Department. (On December 2, 2019, the Planning and Zoning Commission recommended approval of this request by a vote of 5-0).

Mr. Jones stated that this text amendment would update regulations regarding hotels and motels. Mr. Jones went over existing regulations and proposed changes including: SUP city-wide; create tiers of hotels based on industry rating standard and establish concentration limitations. This amendment would require additional building and

amenities standards for each tier; CPTED features such as sightlines, cameras, access, and lighting; and concentration limits according to hotel classification.

Council Member Wooldridge stated the Council Development Committee had reviewed this TA. He said the City of Arlington put similar restrictions in place so the committee did not want those that Arlington did not want to come to Grand Prairie.

Council Member Wooldridge moved, seconded by Council Member Humphreys, to close the public hearing and approve Case TA191201. The motion carried unanimously.

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

Enactment No: ORD 10780-2019

51

Z181101A/CP181101A - Zoning Change/Concept Plan - Lake Ridge Commons (Commissioner Connor/City Council District 4). Zoning Change and Concept Plan to amend the Planned Development District and Concept Plan for Lake Ridge Commons, a development on 91.113 acres, which includes single family detached, single family townhouse, multi-family, and commercial uses. Tract 1, William Linn Survey, Abstract No. 926, City of Grand Prairie, Tarrant County, Texas; Tract 1, William Linn Survey, Abstract No. 1726, Tract 2, A.B.F. Kerr Survey, Abstract No. 717, City of Grand Prairie, Dallas County, Texas. Zoned PD-384, within the Lake Ridge Corridor Overlay District, and generally located on the west side of Lake Ridge Pkwy, south of Hanger Lowe Rd. The consultant is Phillip Fisher, Macatee Engineering and the owner is Terry Jobe, Alluvium Development. (On December 2, 2019, the Planning and Zoning Commission recommended approval of this request by a vote of 5-0).

Mr. Jones reviewed Case Z181101A/CP181101A, and stated that the extension of Grandway Drive was proposed with this development. He said the developer has requested to change from the original request for traditional townhomes to detached "cottage homes" which would be owner occupied units on 40 ft. lots. Tracts 3A and 3B would be expanded to accommodate additional multi-family units. There would be 38% retail on the ground floor. Mr. Jones went over changes in parking going from townhomes to cottage homes (detached units). He said they meet material standards. Mr. Jones then went over the changes on Tracts 3A and 3B to increase the density of multi-family. Mr. Jones said the floodplain tracts would be used as detention with permitting. There would be pedestrian connections to the cottages homes. The Planning and Zoning Commission recommended approval of the cottage homes, but denied the changes to the mixed use development. Mr. Jones then went over the staff recommendations that development standards for Tracts 3A and 3B remain in place; existing townhome regulations should remain in place as a rear entry product with common landscaping and facade maintenance.

Mayor Jensen said he was not concerned about the change to more multi-family because existing developments are saying they set aside to much commercial/retail.

Council Member Wooldridge clarified that the city currently allows 26 units per acres and they are asking for 28.6. Council Member Copeland said he agreed with Mayor

Jensen but he did not want 40 ft. lots. He asked if staff recommended cottage homes. Mr. Jones said staff recommended townhomes. Mayor Pro Tem Giessner asked if it was the intention to put garages to the back or use J-swings. He said he wanted to get garages out of sight. Mr. Jones said these were all front entry garages.

Jamie Ray Mitchell, 3500 Fairmount Street, stated that her company was looking at being the builder for the proposed cottage homes. She said these homes would reduce density by 33%. Ms. Mitchell said the market for these homes would be people who want to downsize but who do not want to move into an "apartment type" product. She said this would be an upscale development and they are also trying to get into Veridian. Ms. Mitchell said they would prefer front entry garages on this project and the long driveway would prevent large trucks from parking over the sidewalks. She said these type homes sold in the high \$300K in Lewisville.

Mayor Pro Tem Giessner asked about the type of maintenance plan on these homes. Ms. Mitchell said the individual homeowner would take care of their own home.

Council Member Copeland asked why they could not put these homes on a larger lot. Ms. Mitchell said that would be too small of a project. Council Member Copeland said he thought this was a nice project, but the city was trying to get away from 40 ft. lots. Mayor Jensen commented this is still a 1400 sq. ft. home on a 40' lot. He said he would approve townhomes easier.

Terrance Jobe, 2415 Somer Field Drive, Midlothian, President of Alluvium, said there is a lot of green space at 37%. He said there would be trails and amenities around the detention pond. Mr. Jobe showed proposed elevations. He said he would be building 98 single family homes. There would be 284 units (28 units per acre on 10 acres).

Council Member Del Bosque asked about square footage. Mr. Jobe said the homes would range from 1400 – 1800 sq. ft. The 98 single family homes would be in the \$500,000 range.

Council Member Swafford asked how the builder would put a 2200 sq. ft. home on a 40 ft. lot. Mr. Jobe said these would be two-story.

Council Member Copeland asked what would be better for those 98 homes as a neighbor. Mr. Jobe said the cottage homes rather than townhomes. He said the townhomes would rent at \$1800/month. Mayor Pro Tem Giessner asked if the townhomes would be owner-occupied. Mr. Jobe replied that is how they would be sold. Mayor Pro Tem Giessner asked if there could be regulations in place to prevent front entry garages. He said he preferred an alley with rear-entry garages and that he would rather have an upscale townhome. Council Member Copeland said he thought this was a nice product, but from the discussion it seemed like Council had made their preference known.

Council Member Del Bosque asked Mr. Jobe if there was a concept plan for the townhomes. Mr. Jobe said that had already been approved. Council Member Lopez referred to the Commercial portion and said he saw some tables on the breezeway and asked if this would be connected to a restaurant. Mr. Jobe said he intended to promote this type of business and restaurants are increasing and retail is declining. Council Member Lopez asked Mr. Jones if the motions could be separated to table the cottage homes. Mr. Jones said the motions could be separated but would recommend tabling the entire case. Mr. Jobe said if the cottage homes are not approved, the multi-family could not be built. He said the townhome property had a few acres taken

out of it and so this may not work with the multi-family.

Bill Crolley, Deputy City Manager, recommended tabling the item so that staff could work on the case. Council Member Bosque asked if this would be sent to the Council Development Committee (CCDC). Mr. Crolley said it had been to the Planning and Zoning Commission and Council, so probably would not be going to CCDC because of that. Mr. Crolley asked if Council would want something like the development on the east side of Lake Ridge. Mayor Jensen replied he would like that.

Mayor Jensen moved, seconded by Council Member Copeland, to close the public hearing and table Case Z181101A/CP181101A. The motion carried unanimously.

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

Items for Individual Consideration

52

Second and final 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 Sections 26-100 and 26-115 through 26-117 of Article VI, “Garbage Collection and Disposal,” in its entirety; 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 date, after publication, of January 6, 2020

Patricia Redfearn, Solid Waste Manager, stated Items 52 and 53 were changes to the Code and to the franchise agreement to allow a new method of garbage collection for businesses on Main and Jefferson to convert from bags to rolling carts. Dr. Redfearn said that 80 businesses would be affected and the change would be effective January 6, 2020.

Approved on Second and Final Reading

Enactment No: ORD 10781-2019

53

Second and final reading of an ordinance amending the solid waste collection franchise agreement with Republic Services of Texas Ltd., dba Republic Services of Arlington to include a modified collection method for commercial hand-collect businesses on Main Street and on Jefferson Street utilizing a 96-gallon commercial cart, providing for a commercial cart service rate; and providing for an effective date of January 6, 2020

Approved on Second and Final Reading

Enactment No: ORD 10782-2019

Citizen Comments

Angela Luckey, 4473 Harpers Ferry Drive, NAACP President, referenced the 1972 Equal Employment Opportunity Act regarding discrimination in public employment. She

stated that the city should investigate a policy when internal applicants are the only ones allowed to apply. Ms. Luckey said the hiring process for the Chief of Police position had the appearance of discrimination. She said she would work with Daniel Scesney (recently hired as Police Chief). Ms. Luckey said some employees were excluded from applying. She encouraged all employees who were not allowed to apply to express their concern to Tom Hart, City Manager. In 2019, Steve Dye, Police Chief, gave officers a direct order not to have communications with Angela Luckey. She said the City Attorney should advise this is unacceptable.

Adjournment

Mayor Jensen announced that Council Member John Lopez was recently named "Man of the Year" at the LULAC Christmas party.

Mayor Jensen adjourned the meeting at 7:40 p.m.

The foregoing minutes were approved at the January 7, 2020 Council Meeting.

Catherine E. DiMaggio, City Secretary



Legislation Details (With Text)

File #:	19-9585	Version:	1	Name:	Confirmation of Police Chief Appointment
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/2/2019	In control:		In control:	City Secretary
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Confirmation of the appointment of Daniel Scesney as Grand Prairie Police Chief, in accordance with Local Government Code, Section 143.013(a)(1), effective January 18, 2020				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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From

Cathy DiMaggio, City Secretary

Title

Confirmation of the appointment of Daniel Scesney as Grand Prairie Police Chief, in accordance with Local Government Code, Section 143.013(a)(1), effective January 18, 2020

Presenter

Tom Hart, City Manager

Recommended Action

Approve

Analysis

Former Chief Steve Dye, retired from the Police Department, to become a full-time Deputy City Manager, after having served one and a half years in a dual capacity of Police Chief/Deputy City Manager. Chapter 143.013 (a)(1) of the Texas Local Government Code requires the appointment of the new police chief by the City Manager to be confirmed by the City Council.

Financial Consideration

NA



Legislation Details (With Text)

File #:	20-9669	Version:	1	Name:	Price Agreement with Dynamic Vision Company, Inc.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/26/2019	In control:		In control:	Public Works
On agenda:	1/7/2020	Final action:			
Title:	Price Agreement for Traffic Signals/Fiber Optic Ground Boxes with Dynamic Vision Company, Inc., at an estimated annual cost of \$41,639. This agreement will be for one year with the option to renew for four additional one year periods totaling \$208,195 if all extensions are exercised. Also authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)				

Sponsors:

Indexes:

Code sections:

Attachments: [20-9669 BID TAB GRND BX.pdf](#)
[RFB #20038 GROUND BOXES.pdf](#)
[20-9669 Expenditure Appropriation.pdf](#)

Date	Ver.	Action By	Action	Result
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From

Glenda Peterson

Title

Price Agreement for Traffic Signals/Fiber Optic Ground Boxes with Dynamic Vision Company, Inc., at an estimated annual cost of \$41,639. This agreement will be for one year with the option to renew for four additional one year periods totaling \$208,195 if all extensions are exercised. Also authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)

Presenter

Gabriel Johnson, Director of Public Works

Recommended Action

Approve

Analysis

The in-ground vaults (Ground Boxes) are part of the traffic signal and fiber optic network cabling conduit system. These ground boxes provide access points for the Traffic Signals Division to maintain and/or repair the cables.

Notice of bid # 20038 was viewed by six vendors including two Grand Prairie vendors. One vendor from Grand

Prairie responded to the bid request. There were two bids received as shown on Attachment A. Based on the submittals Dynamic Vision Company, Inc. is the apparent low bid.

The low bid recieved from Dynamic Vision Company, Inc. of Grand Prairie, TX meets specifications and is recommended for award.

Financial Consideration

Funding for the price agreement with Dynamic Vision, Co., Inc. is available in the FY19/20 General Operating Fund for Traffic Signal Maintenance (251310-63125) and will be charged accordingly on orders through the end of the current fiscal year. Funding for future years will be paid from that year's approved budgets.

**CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION**

FUND: **General Operating Fund**

AGENCY: **Public Works / Street Services**

ACCOUNTING UNIT: **251310 – Traffic Signals**

AVAILABLE: **63125 – Traffic Signal Maintenance @ \$413,476**

STAFF CONTACT: **Dane Stovall – Street Services Manager**

VENDOR NUMBER: **New Vendor**


VENDOR NAME: **Dynamic Vision Company, Inc.**

CONTINGENCY: **None**

GROUND BOXES

RFB #20038

TABULATION

				Bid Tabulation Ground Boxes RFB #20038			Dynamic Vision Co., Inc. Grand Prairie, TX			Techline Fort Worth, TX		
	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED	PART NO.	UNIT PRICE	EXTENDED	PART NO.			
1	Standard Ground Box with Lid	10	EA	\$ 568.00	\$ 5,680.00	Hubbell	\$ 630.72	\$ 6,307.20	A6001974TAPCX24			
2	Traffic Signal Cabinet Base	5	EA	\$ 390.00	\$ 1,950.00	Armocast	\$ 394.27	\$ 1,971.35	A6001848X24TXDT			
3	Communication Ground Box with	5	EA	\$1,801.00	\$ 9,005.00	Hubbell	\$1,268.09	\$ 6,340.45	A5001436TAPCX24			
4	Type A Ground Box with Lid	20	EA	\$ 119.95	\$ 2,399.00	Hubbell	\$ 200.60	\$ 4,012.00	A6001946TAPCX12			
5	Type C Ground Box with Lid	20	EA	\$ 144.89	\$ 2,897.80	Hubbell	\$ 272.85	\$ 5,457.00	A6001640TAPCX12			
6	Type D Ground Box with Lid	10	EA	\$ 154.80	\$ 1,548.00	Hubbell	\$ 329.72	\$ 3,297.20	A6001640TAPCX22			
7	Type E Ground Box with Lid	10	EA	\$ 145.00	\$ 1,450.00	Hubbell	\$ 231.15	\$ 2,311.50	A6001946TAPCX18			
8	Polymer Concrete Vault Assembly	10	EA	\$1,399.00	\$ 13,990.00	Armocast	\$1,269.29	\$ 12,692.90	A6001436TAPCX24			
9	Electric Ground Box with Lid	10	EA	\$ 129.00	\$ 1,290.00	Armocast	\$ 110.56	\$ 1,105.60	A6001423A			
10	Type A & E Lids	10	EA	\$ 70.00	\$ 700.00	Hubbell	\$ 102.68	\$ 1,026.80	A6001969			
11	Type C & D Lids	10	EA	\$ 72.99	\$ 729.90	Hubbell	\$ 141.64	\$ 1,416.40	A6001947T			
12	Percentage Discount for Items No	1	EA	15%	\$ 1,500.00	Dynamic		\$ 1,500.00				
	TOTAL				\$ 43,139.70			\$ 47,438.40				

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

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

AGENCY: Public Works/ Street
Name of Department

ACCOUNTING UNIT: 251310

AVAILABLE: 63125 – Traffic Signal Maintenance, \$169,275.60 as of
December 30, 2019 (MP)
Account Code, Description, and amount available

STAFF CONTACT: Dane Stovall – Street Services Manager

VENDOR NUMBER: New

VENDOR NAME: Dynamic Vision Company, Inc.

CONTINGENCY: None



Legislation Details (With Text)

File #: 19-9167 **Version:** 1 **Name:** Ellis County Interlocal Agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 7/24/2019 **In control:** Planning
On agenda: 1/7/2020 **Final action:**
Title: Amend and restate existing Ellis County Interlocal Agreement establishing platting procedures for property in the ETJ
Sponsors:
Indexes:
Code sections:
Attachments: [GP ILA Agreement \(Ellis County\) -FINAL CLEAN](#)
[Jul 2019 Letter from Ellis Co](#)
[Executed GP+Ellis Co 1445 Interlocal Agmt](#)

Date	Ver.	Action By	Action	Result
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From

Chris Hartmann

Title

Amend and restate existing Ellis County Interlocal Agreement establishing platting procedures for property in the ETJ

Presenter

David P. Jones, AICP, Chief City Planner

Recommended Action

Approve

Analysis

In September 2004, the City of Grand Prairie entered into an Interlocal Agreement (ILA) with Ellis County regarding the processing of plats for land situated in the Ellis County portion of Grand Prairie's Extraterritorial Jurisdiction (ETJ). Although the agreement has served both entities well, along with developers who utilized the "one stop shop" for plat processing, recent state legislation has made it increasingly difficult for cities to annex areas within their ETJ. Because of this, Ellis County has proposed that the Interlocal Agreement be amended as follows:

1. The County would have exclusive platting authority for any areas in Grand Prairie's ETJ that are not located within the boundaries of any approved special taxing districts, such as freshwater districts. Any inspection and approval of infrastructure outside of any special district boundaries would be the County's responsibility.
2. The City would have exclusive platting authority for any areas located within the boundaries of any approved special taxing district. This exclusive authority also extends to inspection and approval of infrastructure (water

lines, sewer lines, roads, pavement, grading, drainage, etc.) located within the boundaries of the special district.

Under state law, the City has no zoning authority within the ETJ but does have the authority to administer subdivision regulations. In the current special districts within or partially within the ETJ, the City has a degree of zoning authority through development agreements with developers, although some of these areas have only recently begun to see activity after years of dormancy. There are no proposals at this time for new development in the ETJ outside of a special district, though the City's comprehensive plan envisions a mixture of commercial and residential development occurring in the future within the ETJ.

Floodplain permitting would remain as-is under an existing separate ILA.

At its August 6, 2019 meeting, the City Council Development Committee recommended approval on the condition that the existing Floodplain permitting regulations remain as is; and that in those areas of the ETJ where the City in the future may enter into a Developer's Agreement, the City will have platting jurisdiction over those developments.

The final draft of the proposed Interlocal Agreement is attached for consideration as Attachment 1. At its December 17, 2019 meeting, the City Council Development Committee recommended approval as presented.

Financial Consideration

None.

**AMENDED AND RESTATED AGREEMENT ON SUBDIVISION PLATTING
IN THE EXTRATERRITORIAL JURISDICTION (ETJ)
BETWEEN THE CITY OF GRAND PRAIRIE, TEXAS AND ELLIS COUNTY**

This Agreement is made and entered into by and between the City of Grand Prairie, Texas ("the City") and Ellis County, Texas ("the County"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the City of Grand Prairie, a political subdivision of the State of Texas, and the county of Ellis, also a political subdivision of the State of Texas, entered into an Interlocal Agreement on December 7, 2004 as authorized by § 242.001-.002 of the Local Government Code to identify the governmental entity authorized to regulate subdivision plats and approve related permits in the ETJ; and,

WHEREAS, the City and the County desire to amend and restate the agreement to give the City authority to regulate plats and permits in certain areas and the County authority to regulate plats and permits in other areas as specified herein; and,

WHEREAS, counties are statutorily responsible for the planning, construction, and maintenance of roads, stormwater management facilities, and other infrastructure located in the unincorporated areas of counties; and,

WHEREAS, a municipality has authority to extend its subdivision regulations and enforce other aspects of land development and infrastructure under various statutes into the unincorporated area located within a municipality's extraterritorial jurisdiction (ETJ); and,

WHEREAS, since counties and municipalities have different statutory authorities, fiscal resources, and constituencies, their respective interests in and policies governing infrastructure and development can differ as well; and,

WHEREAS, subdivision review and approval is used by counties and municipalities to ensure that infrastructure and development in unincorporated areas is not constructed in a manner adverse to their respective interests; and,

WHEREAS, the Parties desire to coordinate the exercise of their respective subdivision platting authorities as provided in §242.001(d)(3), Local Government Code through apportionment of the ETJ;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. MANAGING OFFICIALS.

a) Designation.

- 1) Each Party shall designate a person known through this Agreement as the "Managing Official" to act on its behalf for purposes of administering this Agreement, coordinating subdivision platting regulations, review of applications, and resolving subdivision platting issues.

- 2) The County appoints as its Managing Official the following officer:

Director of Planning & Development or successor/designee
Ellis County
109 S. Jackson St.
Waxahachie, TX 75165

- 3) The City appoints as its Managing Official the following officer:

Development Services Director or designee
City of Grand Prairie
300 W Main St.
Grand Prairie, TX 75050

b) Duties and Responsibilities.

- 1) The Managing Officials shall oversee and coordinate all aspects of this Agreement, including:
 - i) Identifying high priority areas of concern, opportunities for cooperation, and upcoming workload requirements, both routine and of a specialized nature; and,
 - ii) Reviewing and evaluating this Agreement on a regular basis and its implementation by the Parties; and,
 - iii) Identifying and implementing or recommending any amendments to this Agreement or improvements and revisions to the processes and requirements that it contains.
 - iv) Make joint interpretations if any discrepancies occur in the Agreement or its application.
- 2) Each Managing Official shall have the authority to speak for the Party they represent, and the other Party shall be entitled to rely on the representations made by the other Party's Managing Official.
- 3) The Managing Officials may consult with individuals and representatives of interest groups whose interests are affected by decisions and recommendations made by the Managing Officials and may establish such focus or working groups

as they may consider helpful to advise the Managing Officials and Parties on issues related to the administration of this Agreement.

c) Notification of Change in Designation.

Each Party shall immediately inform the other if its designation of a Managing Official changes, either through resignation, promotion, other direct personnel action, through departmental restructuring or other functional reorganization or reassignment of responsibilities.

II. APPLICATION AND REVIEW PROCESS.

a) Apportionment, Continued Jurisdiction, and Plat Notes.

- 1) The City shall have exclusive jurisdiction to regulate subdivision plats and approve subdivision construction plans in its apportioned area of its ETJ, as shown on Exhibit "A", attached hereto and made a part hereof, and shall have sole authority to regulate subdivisions under Subchapter A of Chapter 212, Texas Local Government Code and other statutes applicable to municipalities.
 - i) The apportioned areas the City shall exercise exclusive authority shall include all areas described within the boundaries of an approved annexation developer's agreement, and any existing or future special purpose districts created for land development (i.e. Chapters 53 (Fresh Water Supply Districts), 54 (Municipal Utility Districts) and 59 (Regional Districts) of the Water Code, or similar) as approved by the State and/or the County.
- 2) The County shall have exclusive jurisdiction to regulate subdivision plats and approve subdivision construction plans in its apportioned area of the City's ETJ and all development permits in the unincorporated areas, as shown on Exhibit "A", and shall have sole authority to regulate subdivisions there under Chapter 232, Texas Local Government Code and other statutes applicable to counties.
 - i) These apportioned areas that the County shall have exclusive authority shall include all areas in the unincorporated areas NOT within the boundaries of an approved annexation developer's agreement, and any existing or future special purpose districts created for land development (i.e. Chapter 53 – Fresh Water Supply Districts, 54 – Municipal Utility Districts, and 59 – Regional Districts of the Water Code) as approved by the State and/or the County.
 - ii) In the event infrastructure will ultimately be accepted by the County, the City shall forward a set of construction plans for review to the County's Managing Official.
 - a) A county inspector shall be present for all inspections of the infrastructure.

- b) All County road fees and subsequent construction/performance bonds, maintenance bonds, or letters of credit mentioned in the County's Subdivision Regulations and Development Standards shall apply before acceptance and maintenance by the County.
- 3) In the event a proposed subdivision of property is located in both apportioned areas, the City shall have exclusive authority. If, before the plat is filed, the Managing Official determines the proposed subdivision will not be served by City utilities or is not otherwise a high priority area of concern, the official shall notify the applicant in writing of the decision to delegate the City's authority to the County and shall refer the applicant, in writing, to the County for all matters relating to subdivision approval, and notify the County in writing of the decision to delegate the City's authority to the County.
- 4) A Managing Official may cede their Party's platting authority to the other Party's Managing Official if the property is located near the boundary of the apportioned area and both Managing Officials agree.
- 5) The parties may amend this agreement if the City's apportioned area of its ETJ expands or reduces, or upon passage of relevant legislation affecting annexation of areas within the ETJ. The City shall notify the County prior to any expansion or reduction in the City's apportioned area of its ETJ within the County. Additions to the City's ETJ may require amendments to this Agreement to address the boundary change if it is determined to be warranted by either Managing Official.
- 6) During the subdivision review each Party's Managing Official will:
 - i) Upon receipt of an administratively complete subdivision application send the other Party's Managing Official an electronic copy of the subdivision plan/plat for informational purposes no later than five (5) business days after receipt of the administratively complete application;
 - ii) Upon plat recordation, send a copy of the recorded plat/plan to the other Party's Managing Official;
 - iii) Ensure that approval of all submissions, subject to subdivision reviews made under this agreement, is conditioned on the subdivider's dedication of right-of-way for and construction of roadway improvement identified in are consistent with the most recently adopted Comprehensive Plan or the Master Thoroughfare Plan to the extent roughly proportional to the impact of the subdivision on the area roadway network.

- 7) Any floodplain permitting within the ETJ will continue to be regulated under the current adopted Interlocal Agreement signed by both parties on September 12, 2017, under Ellis County Commissioners' Court Minute Order 366.17.
- 8) During the platting of subdivisions within its apportioned area of ETJ, the City agrees to require the addition of the following note to all subdivision plats.
"All or part of this subdivision is within the extraterritorial jurisdiction of the City of Grand Prairie (the City). Under Chapter 242 of the Texas Local Government Code and an adopted Interlocal Agreement between the City and Ellis County (the County), the City has sole and exclusive jurisdiction over approval of this plat. However, the County retains sole and exclusive jurisdiction over maintenance of public roads, and issuance of onsite sewage permits and development permits for this subdivision (if accepted by the County) until annexed by the City or unless owned and maintained by the special district. The City's approval of this plat does not ensure the County's acceptance of the roads or drainage improvements for maintenance, or approval of onsite sewage permits or development permits for the subdivision. The owner or developer is responsible for ensuring that the requirements of this plat meet drainage requirements and are consistent with approved plans and do not prevent acceptance of the roads or issuance of onsite sewage permits and development permits for the subdivision. In the event of a conflict, plat amendments may be required prior to accepting roads or issuing onsite sewage or development permits. Approved engineering and construction plans from the City is required prior to any site development. An Ellis County development permit is required prior to any vertical development."
- 9) During the platting of subdivisions within its apportioned area of ETJ, the County agrees to require the addition of the following note to all subdivision plats:
"All or part of this subdivision is within the extraterritorial jurisdiction of the City of Grand Prairie (the City). Under Chapter 242 of the Texas Local Government Code and an adopted Interlocal Agreement between the City and Ellis County (the County), the County has sole and exclusive jurisdiction over approval of this plat, maintenance of public roads, issuance of onsite sewage permits and development permits for this subdivision until annexed by the City. Approval of this plat does not ensure the County's acceptance of the roads or drainage improvements for maintenance, or approval of onsite sewage permits or development permits for the subdivision. The owner or developer is responsible for ensuring that the requirements of all existing regulations and drainage requirements are met and do not prevent acceptance of the roads or issuance of onsite sewage and development permits for the subdivision. Approved engineering and construction plans from the County is required prior to any site development. An Ellis County development permit is required prior to any vertical development."

- 10) Basic development permits issued by the County shall continue to be required within the City's apportioned area of its ETJ. The owner or developer is responsible for ensuring that the County development permit is obtained when necessary.
- 11) An address plan shall be provided to the other party after completion of the addressing process by the appropriate entity.

b) Action by Approving Authority.

- 1) For purposes of § 12.002, Property Code, approval or denial of or other action on an application shall be determined by the Commissioners' Court, Planning and Zoning Commission, City Council, or other official or entity vested with the legal responsibility and authority to make that decision for the Party with jurisdiction in the apportioned area ("Approving Authority"). Each Party retains full statutory and regulatory authority to make final decisions within its jurisdiction.
- 2) Within three (3) business days of action by its Approving Authority, each Party shall communicate its decision to the other Managing Official. Once both Parties have informed the other Managing Official of their decisions, the Managing Official shall inform the applicant of the decision.
- 3) For purposes of §12.002, Property Code, and other laws applicable to the approval and filing of subdivision plats, a subdivision plat covered by this Agreement shall be considered approved as provided by law only if it complies with all applicable regulations established by the City and with all applicable regulations established by the County, and it bears the appropriate seal from that Party either that:
 - i) it was approved by the Approving Authority for that Party, either affirmatively or statutorily by operation of law; or
 - ii) it is exempt from approval by that Party.

III. GEOGRAPHIC SCOPE.

- a) This Agreement applies only to the ETJ of the City as it exists on the effective date of this Agreement. The City shall notify the County at least thirty (30) days in advance of any proposed change in its city limits or ETJ, to the extent the proposed change affects a boundary in Ellis County.
- b) The City shall also notify the County immediately of any final change in its city limits, or ETJ whether resulting from annexation, disannexation, legislation, a judgment of a district or other trial-level court, or any other means.

- c) The City and the County shall supplement this Agreement to apportion the subdivision platting authority for any area that is subsequently added to the City's ETJ and is also located within Ellis County.

IV. REVISION OF PLATS FAIR NOTICE ACT

- a) Pursuant to Section 232.0095, Local Government Code, the County hereby adopts Sections 212.013 through 212.016, Local Government Code, in the County's apportioned area of the City's ETJ and shall process plat vacations, replats, and amending plats there as provided in those sections.
 - 1) The approval, disapproval, or conditional approval of an application for a permit shall be considered solely on the basis of any orders, regulations, ordinances, rules, expiration dates, or other properly adopted requirements in effect at the time of filing.
 - 2) This section shall only apply to those submissions that provide "fair notice" of the project and nature of the permit sought. The original application, plan for development, or plat application is considered to provide "fair notice" only if it contains all of the following;
 - i) the boundaries of the entire development;
 - ii) the names of adjacent platted subdivisions or the names of the record owners of adjoining unplatted property;
 - iii) the location, width, and names of all existing or platted streets or public rights-of-way and all existing easements within and adjacent to the development;
 - iv) the layout and width of proposed arterials, thoroughfares and collector streets and the general configuration of proposed streets and alleys;
 - v) the general arrangement and designations of land use, and any sites for special use (e.g., for parks, open space, detention, or other public facilities);
 - vi) the approximate location of the 25-year flood plain and the 100-year flood plain, the location and width of existing drainage channels, creeks and watercourses within the development; and
 - vii) the proposed location of proposed drainage courses and any necessary off-site extensions.

- viii) Other items listed on the most-recent Ellis County plat application checklist.
- 3) This section does not apply to regulations described in Section 245.004 of the Texas Local Government Code, a project that has undergone a major change, or a project for which the application or all permits expire.
- 4) Preliminary Plans and related subdivision plats, site plans, and all other development permits for land covered by the Preliminary Plans or subdivision plats are considered collectively to be one (1) series of permits.
- 5) An application or plan expires if it does not provide fair notice, the City sends a written notice to the applicant within ten (10) business days of filing specifying the missing information and when the application will expire, and the applicant fails to submit all of the missing information within forty-five (45) days of the application being filed.

V. MISCELLANEOUS.

a) Severability.

Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

b) No Third-Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by Chapter 242, Texas Local Government Code.

c) Duration and Termination.

This Agreement takes effect upon the complete execution of the Agreement by the Parties. Any party may terminate this Agreement with one hundred eighty days (180) days written notice, provided both Parties have first executed a replacement agreement in compliance with §242.001, Texas Local Government Code.

d) Preservation of Powers.

Except as expressly provided otherwise herein, nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of a Party to adopt, modify, or enforce subdivision regulations in the ETJ, or to limit the power or authority of the Parties to make additional agreements under applicable laws as the Parties believe may be necessary or desirable to protect the public health, safety, and welfare.

e) Entire Agreement.

This Agreement expresses the entire agreement between the Parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both Parties. Either Party may request to renegotiate this Agreement at any time.

f) Venue.

This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Ellis County, Texas.

g) Liability.

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Party waives any immunity or defense that would otherwise be available to it against claims by third parties.

h) Binding Obligation.

This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED OFFICERS.

THE CITY OF GRAND PRAIRIE, TEXAS

ELLIS COUNTY, TEXAS

Ron Jensen, Mayor

Todd Little, County Judge

Date: _____

Date: _____

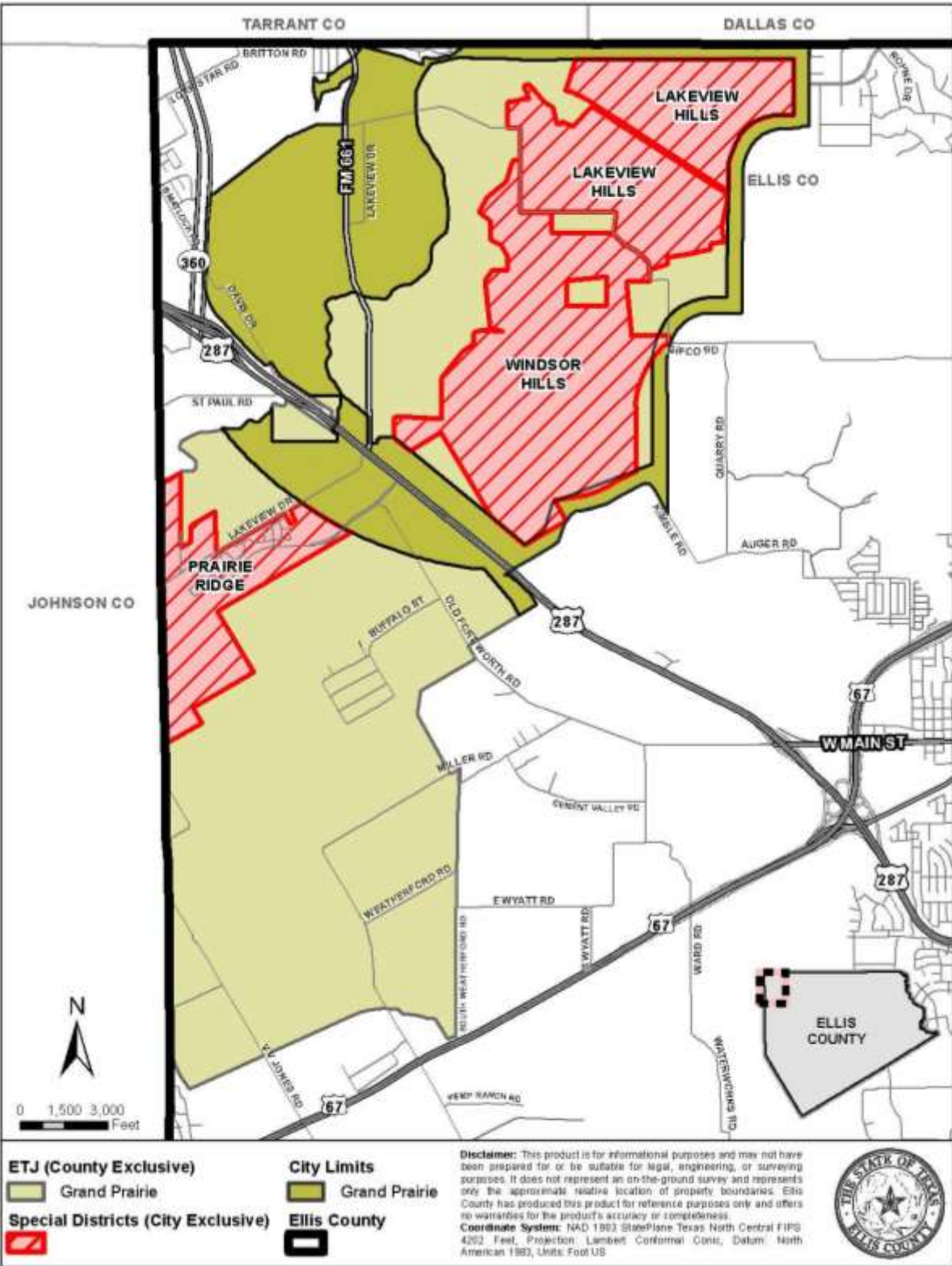
ATTEST:

ATTEST:

Cathy DiMaggio, City Secretary

Krystal Valdez, County Clerk

EXHIBIT A PLATTING AUTHORITY AREA



SPECIAL DISTRICT AREAS (as of November 2018)

AGREEMENT OF SUBDIVIDING PROPERTY IN THE ETJ
CITY OF GRAND PRAIRIE, TEXAS AND ELLIS COUNTY



**DEPARTMENT OF DEVELOPMENT
Ellis County**

Planning Department
JUL 23 2019

☒: dod@co.ellis.tx.us
☎: 972-825-5200
📧: co.ellis.tx.us/dod

July 19, 2019

City of Grand Prairie, Texas

To: The Honorable Ron Jensen, Mayor
The Honorable Greg Giesner, Mayor Pro Tem
The Honorable Jorja Clemson, Deputy Mayor Pro Tem
The Honorable Jim Swafford; The Honorable Mike Del Bosque; The Honorable John Lopez
The Honorable Cole Humphreys; The Honorable Jeff Woolridge; The Honorable Jeff Copeland
Tom Hart, City Manager; Bill Crolley, Deputy City Manager; David Jones, Chief Planner
Megan Mahan, City Attorney

RE: Plat Interlocal Agreements

All,

As you are already aware, over the past three (3) months, there have been legislative changes that will significantly impact development activity within the boundaries of this county. These changes include a ballot initiative granting Ellis County Tier 2 status, the adoption of House Bill 347 (additional annexation restrictions), and House Bill 3167 (platting) scheduled to take effect September 1, 2019. As there is a movement to limit city control in the unincorporated areas of counties, the existing Plat Interlocal Agreement executed by Ellis County and the City of Grand Prairie between September and December 2004 "*establishing one responsible office*" and establishing a "*single set of consolidated and consistent regulations*" is no longer practical in its current state.

In consultation with the Ellis County District Attorney's Office, our office wishes to sit down with your city officials to discuss possible alternatives on amending the existing Plat Interlocal Agreement that will be practical going forward. I will follow up with an email over the next week so that we can discuss time, date, and meeting place. In the meantime, if you have any questions, feel free to contact me. I have provided my contact information below.

Thanks,

Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County

Office: 972-825-5200

Email: alberto.mares@co.ellis.tx.us

CC: Vance Hinds, Assistant County Attorney

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ELLIS AND THE CITY OF GRAND PRAIRIE REGARDING
PLAT APPROVAL JURISDICTION IN THE CITY'S ETJ**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, the City of Grand Prairie, Texas (hereinafter "City"), a political subdivision of the State of Texas, and Ellis County Texas ("Ellis County" or "County"), also a political subdivision of the State of Texas, wish to enter into an **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") establishing one office to accept plat applications for tracts of land located in the extraterritorial jurisdiction ("ETJ") of the City and to accept fees in a lump sum amount, providing one response to applicants indicating approval or denial of the application, and a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapter 212 and Sections 232.001-232.005, Subchapter B or C, Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, codified in Local Government Code § 242.001-.002, and this Agreement is entered into pursuant to same by and between the City and Ellis County; and,

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas, and the Interlocal Cooperation Act specifically Local Government Code §791.011, regarding contracts to perform governmental functions and services allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits; and

WHEREAS, the functions or services contracted for and to be provided by this agreement are within the definition of Governmental function and services as defined by Section 791.003 of the Government Code pursuant to Local Government Code § 242.001-.002 that requires the City and Ellis County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, Local Government Code § 242.001-.002 allows the City and Ellis County to agree establishing one office and a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapter 212 and Sections 232.001-232.005, Subchapter B or C, Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, so as to regulate subdivision plats and approve related permits in the ETJ; and

WHEREAS, both the City and Ellis County desire to establish one office to accept plat applications and fees in a lump sum amount for tracts in the ETJ, provide one response to applicants indicating approval or denial of the application, and a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapter 212 and Sections 232.001-232.005,

Subchapter B or C, Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, so as to regulate subdivision plats and approve related permits in the ETJ, all of which is provided for in the Interlocal Cooperation Act and Local Government Code § 242.001-.002; and,

WHEREAS, the City and County find that this Agreement will benefit the public by providing appropriate regulation of growth and for the safety, health and general welfare of the inhabitants of all persons residing in the ETJ and throughout Ellis County; and,

WHEREAS, the City and County intend this Agreement to permit each party to work together to preserve and maximize their respective regulatory powers possessed by each to the fullest extent of the law for the mutual benefit of both; and,

WHEREAS, the County Commissioners Court approved this Agreement in Minute Order 2-13-04 and the City Council approved this Agreement on or about the _____ day of _____, 2004.

NOW, THEREFORE, for the mutual consideration stated herein, the parties agree and understand as follows:

1. This Agreement has been authorized by the governing body of each party to this contract and this Agreement shall run until modified by mutual consent of the governing bodies to this Agreement. This Agreement shall automatically apply to any areas that become part of the City's ETJ as a result of any annexations or disannexation without the necessity of any amendment to this Agreement and will no longer apply to those areas annexed into the City.
2. Should the City expand or reduce its ETJ, the City shall notify the County of such expansion or reduction within thirty (30) days by sending a copy of the applicable ordinance and a new map of the ETJ of the City to the County at no cost to the County.
3. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
4. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
5. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Ellis County, Texas.
6. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable from this agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereto and the remaining provisions shall continue in full force and effect. The purpose of this Agreement is to conform at all times to applicable law. This Agreement is to be read as being intended to be consistent with applicable law. If there is any conflict between this Agreement and applicable law or statutes, the applicable law or statutes shall control. In the event of any amendment to applicable law or statutes, this Agreement shall be interpreted as

being consistent with applicable law at all times, even in the absence of any amendment to this Agreement by any of the parties hereto.

7. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor Ellis County waives any immunity or defense that would otherwise be available to it against claims by third parties.

8. *Summary of Agreement:* The City and the County agree to the establishing of one office ("Responsible Office") to accept plat applications for tracts of land located in the City's extraterritorial jurisdiction and to accept fees in a lump sum amount, provide one response to applicants indicating approval or denial of the application and/or related permits, and a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapter 212 and Sections 232.001-232.005, Subchapter B or C, Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Local Government Code § 242.001-.002.

9. *Duties of the Responsible Office:* The Responsible Office shall be located inside the City's office of development or other office as designated by the City as being responsible to accept application for plat approval on behalf of the City. The Responsible Office shall add to its reviewing board, a representative from the County from the Department of Development, to assist in reviewing plats submitted in the County portion of the ETJ of the City. Applications, related permits and copies of the consolidated and consistent set of regulations related to plats and subdivisions of land shall be available during regular business hours. The Responsible Office shall collect both municipal and county plat application fees in a lump-sum amount as well as any related permit fees for both the County and the City, and then forward those fees according to the fee schedule of general applicability. The City may charge the County for this collection of fees by deducting an administrative fee of 5% from fees collected by the respective Responsible Office for the County. The County and the City shall each be responsible to set their fees as may be appropriate in their judgment to cover their expenses. The Responsible Office shall require from applicant a sufficient number of copies of all documents, plans and proposed plats to immediately forward these items to all appropriate departments and agencies of the County and City for review. The Responsible Office shall be responsible to contact and coordinate with the other City personnel and County personnel necessary to secure plat and related permit approvals, including attending or giving proper notice to people required by law to receive notice of any hearing or who may be necessary to appear before any deliberative bodies and to provide the applicant with one response indicating approval or denial of the plat or permit application. The City and the County shall notify the other of the approval or denial of any plat. When approval is complete, the Responsible Office shall send a copy of the approved plat to the County Clerk for filing, with signatures of appropriate representatives from each party, as otherwise required by law. The Responsible Office shall be responsible for the approval and inspection of all infrastructure in the ETJ. The infrastructure will be built to City specifications. The Responsible Office shall be responsible for providing Applicants with a Takings Impact Assessment (TIA) or Waiver of such TIA on a form provided by the County. No plat will be approved without a completed TIA or Waiver.

10. *Time for action:* The County Commissioners Court shall consider and take appropriate action on an application for approval of a preliminary, revised, amended or final plat on or before 14 days after the City's deliberative body having responsibility to take final action, has acted upon a final plat or preliminary plat.

11. *Certain areas of jurisdiction not waived by County:* This Agreement is not abdicating the County's jurisdiction to the City to enforce the Texas Water Code. This Agreement is not granting the County's jurisdiction to the City to regulate or inspect on-site sewage facilities under the Texas Health and Safety § 366 or Texas Administrative Code ("TAC") Chapter 285, unless the City becomes an authorized agent of the Texas Commission on Environmental Quality under TAC §285.10 and otherwise becomes permitted to act as an authorized agent inside the ETJ by applicable law, the Texas Commission on Environmental Quality Rules regarding on-site sewage facilities, and an appropriate interlocal agreement. Upon payment of the appropriate fee to the County Department of Development, rules and regulations for on-site septic systems will be made available by the County. The County shall issue all permits and perform inspection services of such facilities, including the review of plats for compliance with applicable law. The issuance of permits and performance of inspections does not imply or mean that the County or the City is assuming any responsibility or liability for the applicant's compliance with the law or rules and regulations of the City or County, and that responsibility and liability shall remain with those persons or entities seeking approval of their plats or systems.

12. *Procedure to develop and implement the consistent set of rules and regulations:* The City and the County shall develop a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapter 212 and Sections 232.001-232.005, Subchapter B or C, Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities. The City shall have primary responsibility to review and develop this set of consolidated and consistent set of regulations, and in no instance shall this set contain less stringent requirements than those requirements of the County. These regulations will require concrete streets that meet or exceed the County's concrete street requirements and fire hydrant requirements that meet or exceed current County requirements. Additionally, the regulations will require no less than one (1) acre lots with 150 foot of road frontage for property with an on-site septic system. Where one party has no regulations in effect in any particular area, the other party's regulations shall be included or adopted. The City shall complete this process and have this set of consolidated and consistent set of regulations in force by April 1, 2005. For purposes of the initial set of consolidated and consistent set of regulations, these regulations shall be composed of the City's current rules and regulations in force with the addition of County rules and regulations in areas where the City has no current rules and regulations in effect, in areas where the County regulations are more stringent, or in areas where the City would have no legal authority to impose its current set of rules and regulations in the ETJ. The County shall adopt a new set of rules and regulations by May 15, 2005. On or before October 1, 2005, the City will review the new set of County rules and regulations and further develop or revise the set of consolidated and consistent set of regulations to incorporate any changes that are more stringent in the County's rules and regulations in a manner consistent with this Agreement. If the City determines that no changes are necessary, then this fact will be communicated to the County, and no further action will be taken. If either the City or County passes or amends any rule or regulations with the intent that the amendments or changes should apply in the ETJ, then that party shall so notify the other as soon as is reasonably possible. Upon presentation of the new

proposed set of consolidated and consistent set of regulations, the deliberative bodies of both of the City and the County will review and act on same under the terms of this Agreement. If, at any time in the present or in the future, any rejection of a proposed rule should occur or other disagreement should arise over which particular procedure, rule or regulation should control, the parties agree to discuss their differences in a public forum through representatives selected by the parties. If no agreement can be reached, the parties agree that the more stringent requirement shall be adopted and any other inconsistent requirements shall not be included. If there is no requirement that qualifies as more stringent, then the requirement generally applicable in that City's overall jurisdiction shall control, unless the rule or regulation is necessary to the regulation or inspection of on-site sewage facilities under the Texas Health and Safety § 366 or Texas Administrative Code ("TAC") Chapter 285. In the area of the regulation or inspection of on-site sewage facilities under the Texas Health and Safety § 366 or Texas Administrative Code ("TAC") Chapter 285, the County rules and regulations will be the minimum standards applicable.

13. *Dedication of property and county maintenance:* Property to be dedicated for public use, such as public right of way, shall be dedicated to the County. Individuals and entities desiring to dedicate property to the County, including but not limited to streets, alleys, storm sewers, drains, lighting, parks, green belt areas and other such structures or facilities shall be responsible to clearly so indicate on all plats and other documents submitted in the application. No property, facilities or structures will be accepted for dedication to the County without formal approval of the Ellis County Commissioners Court. For those particular requirements that are included by the City as part of the consolidated and consistent set of regulations that are not required by the County's rules and regulations of general applicability throughout the County, the City shall have responsibility in the consistent rules and regulations to make provisions requiring homeowners associations or other legal entities to maintain, repair and otherwise pay all expenses, including expenses which might otherwise be incurred by the County, for such storm sewers, fire hydrants, drains, lighting, parks, green belt areas, and other such structures or facilities not otherwise generally required by the County throughout the County. The County shall not be required to maintain or provide any services beyond those services or maintenance generally provided throughout the County. The County and the City shall undertake, to the fullest extent permitted by law, to require all water companies, utility districts or other legal entities to supply and maintain fire hydrants and adequate water supply as may be deemed necessary to provide fire protection.

14. *Plat approval procedure:* Except as modified by this Agreement and applicable law, the present or future statutory authority governing the City and the County plat approval process shall remain unchanged for both the City and the County. To the full extent permitted by law, the City and the County shall each have the independent authority to establish their internal procedures for each to comply with this Agreement for approval of plats and to designate persons to act as a lawful designee. County Clerk shall not file any plat unless approved by the City with dedication of property approved by County Commissioners Court as required or permitted by law. In compliance with the Agreement herein, each deliberative body shall approve and demonstrate such approval by the execution of the documents required under this Agreement. Once the appropriate deliberative body or their lawful designee approves or disapproves the plat or other permit, this information shall be communicated to the Responsible Office. After all governmental bodies or their lawful designee have approved or disapproved the plat, this information will be

communicated to the applicant by the Responsible Office. No permits shall be issued without approval from the appropriate entity having authority under the consolidated and consistent set of regulations and applicable law. No substantial variance or waiver shall be granted by the Responsible Office unless approved by both the City and the County under the procedures applicable to each entity having jurisdiction under the applicable law.

15. *County and City Engineer duties:* The City Engineer and the County Engineer, or other persons designated by the City or County, shall review plans and plats for completeness and overall intended function of drainage and infrastructure construction plans which have been prepared, signed and sealed by a licensed professional engineer employed by the plat applicant. Upon completion of review, the result will be timely communicated to the Responsible Office. The City Engineer and the County Engineer, or other persons designated by the City or County, will advise and assist in coordination of infrastructure installation in the ETJ during or after plat approval, as may be necessary in their professional judgment. Since both the City and County have an interest in confirming that the infrastructure be installed in full compliance with the approved plans and in accordance with the approved specifications, both City and County Engineer or their designees shall have the opportunity to inspect the installation of said infrastructure at such times as are generally considered appropriate in the engineering field to assure that installations are in fact in compliance with the approved specifications. For example, in road construction such inspection times would include but are not necessarily limited to notice of a job start, of the beginning of stabilization of the roadbed, and of the completion of preparation to pour a street. Both City and County shall be furnished a copy of the lab testing results for stabilization of the roadbed as well as of the actual concrete poured for the roadway. Both the City and County shall cooperate and assist in inspections and shall make as many field inspections during construction as may be necessary in their judgment, to be assured that all work is in accordance with approved plans and specifications. Since the City is the "Responsible Office" under this contract and shall have direct contact with the Developer, the City shall require the Developer or his Contractor to give notice to the County Engineer or his designee as well as to the City Engineer or his designee in order to assure that field inspections may be timely made at appropriate stages. If the County Engineer or his designee shall have objections to an installation such objections shall be voiced to the City Engineer or his designee so that Developers and their Contractors shall receive all approvals, corrections, and/or denials from the City as the "Responsible Office." Reviews and inspection procedures may be modified by amendments to the consistent set of rules and regulations per other portions of this Agreement. These reviews and inspections in no way substitute or replace the requirements as outlined in "The Texas Engineering Practice Act" that all public works projects be designed by and constructed under the direct supervision of a licensed professional engineer and that responsibility shall remain with the applicant or developer seeking plat approval and his engineer at all times. These reviews and inspections in no way substitute or replace the requirements that the plats, plans and the construction of the infrastructure meet the governing requirements of applicable law and regulations, and that responsibility shall remain with the applicant or developer seeking plat approval and his engineer at all times. Neither the County nor the City nor any personnel of the City or County shall have any liability to each other or to third parties for any failure to inspect or review plans or plats or for any faulty or negligent inspection, review or approval of plats and plans.

16. *Bonds:* All bonds or letters of credit, including construction, performance and maintenance bonds, as required under the consistent set of rules and regulations shall name the County as the entity to be protected and the County shall have full power to enforce the bond requirements in the event of a failure to comply with the bond requirements and to otherwise enforce the consistent set of rules and regulations as may be appropriate after plat approval. The amount and terms of the bonds are to be set under the consistent set of rules and regulations and other applicable law. During the effective period of the bond, should the area bonded be annexed by the City, the County shall assign the bond to the City.

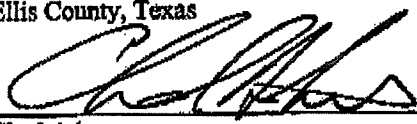
17. *Address assignment:* After notice of approval is given, the County shall assign addresses to each lot within an approved subdivision to maintain uniformity for 911 and other emergency telephone calls and responses.

18. *Plats subject to this Agreement:* The plats which will be subject to this Agreement are all plats, including preliminary, amended, revised or final, having any portion of the plat property inside the City's ETJ and for which either the City or County would have jurisdiction under any applicable law. The plats not subject to this Agreement are those for which the fees were paid and the application for plat approval was presented to either the City or the County before the effective date of this Agreement, and those plats will be governed by law and procedures in effect before adoption of this Agreement. If the ETJ is expanded or reduced, plats must be filed with the party who has jurisdiction after the Date of Amendment of the ETJ. The party receiving an application for a plat approval for which the party has no jurisdiction will direct the developer to the appropriate office. Any rights accruing to a person under Texas Local Government Code Chapter 245 shall not be affected, assuming that fees and application are in compliance with applicable law and filed with the proper governmental body having jurisdiction under this Agreement.

19. *Effective Date:* This Agreement shall become effective on September 1, 2004.

EXECUTED in duplicate this the 7th day of December, 2004.

COUNTY:
Ellis County, Texas


Chad Adams
County Judge

Attest:


Ellis County Clerk

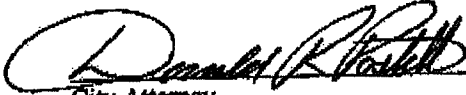
CITY:
City of Grand Prairie, Texas


for Charles V. England
Mayor

Attest:

City Secretary

Approved as to Form:


City Attorney



Legislation Details (With Text)

File #:	19-9555	Version:	1	Name:	Forum Estates PID Contract with Future Outdoors, LLC for Fence Construction in the amount of \$67,309
Type:	Agenda Item	Status:			Consent Agenda
File created:	11/11/2019	In control:			Finance
On agenda:	1/7/2020	Final action:			
Title:	Contract with Future Outdoors, LLC for Fence Construction in the amount of \$67,309 - Forum Estates PID (Council District 4)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A-FRPID Budget 5yr service plan-FY20-FR.pdf				

Date	Ver.	Action By	Action	Result
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From

Lee Harriss

Title

Contract with Future Outdoors, LLC for Fence Construction in the amount of \$67,309 - Forum Estates PID (Council District 4)

Presenter

Lee Harriss, Special District Administrator

Recommended Action

Approve

Analysis

The PID Board recommended that a contract for new concrete fencing and mow strips be awarded to Future Outdoors, LLC. The fencing will replace the existing wood fencing located along the south side of Forum Drive from Seven Hills to San Remo Drive and consists of 638' of 6' RhinoRock concrete fencing. The project will include concrete mow strips beneath all of the new fencing.

Texas Local Government Code, Chapter 252.022 (a) (9) exempts public improvement districts from competitive bidding requirements. Per that statute, the PID Advisory Board is empowered to enter into contracts such as the one with Future Outdoors, LLC following approval by the City Council.

Financial Consideration

Funds for this contract are available from annual assessments adopted by the City Council on September 17, 2019, which are estimated to generate \$508,834 for the fiscal year.

GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 5
Forum Estates
Five Year Service Plan 2020 - 2024 BUDGET

Income based on Assessment Rate of \$0.12 per \$100 of appraised value.
Service Plan projects a 1% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		\$424,028,208	\$ 0.12	\$ 508,834		
Description	Account	2020	2021	2022	2023	2024
Beginning Balance (Estimated)		\$ 465,000	\$ 542,628	\$ 784,243	\$ 1,023,897	\$ 1,270,992
P.I.D. Assessment	42620	\$ 508,834	\$ 513,922	\$ 519,061	\$ 524,252	\$ 529,495
Devlpr Particip/Projects*	46110	3,000	3,000	3,000	3,000	3,000
City Contribution	49780	18,821	18,821	18,821	18,821	18,821
TOTAL INCOME		\$ 530,655	\$ 535,743	\$ 540,882	\$ 546,073	\$ 551,316
Amount Available		\$ 995,655	\$ 1,078,371	\$ 1,325,125	\$ 1,569,970	\$ 1,822,308

EXPENSES:		2020	2021	2022	2023	2024
Description						
Office Supplies	60020	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Decorations	60132	15,500	15,500	15,500	15,500	15,500
Beautification	60490	20,000	20,000	25,000	25,000	25,000
Wall Maintenance	60776	15,000	15,000	15,000	15,000	15,000
Mowing Contractor	61225	95,307	95,307	95,307	95,307	95,307
Website	61315	200	200	200	200	200
Collection Service (\$2.75/Acct)	61380	3,971	3,971	3,971	3,971	3,971
Misc.	61485	2,000	2,000	2,000	2,000	2,000
Admin./Management	61510	10,800	10,800	10,800	10,800	10,800
Postage	61520	100	100	100	100	100
Electric Power	62030	2,800	2,800	2,800	2,800	2,800
Water Utility	62035	28,000	28,000	28,000	28,000	28,000
Irrigation System Maint.	63065	8,500	8,500	8,500	8,500	8,500
Roadway Markings/Signs Maint	63115	2,100	2,100	2,100	2,100	2,100
Decorative Lighting Maintenance	63146	4,600	4,600	4,600	4,600	4,600
Property Insurance Premium	64080	850	850	850	850	850
Liability Insurance Premium	64090	1,200	1,200	1,200	1,200	1,200
Fencing**	68061	156,099	-	-	-	-
Row/Easement Title Purchase	68091	-	-	-	-	-
Int. Exp. Bonds	91070	15,900	13,100	10,200	7,950	5,600
Princpl. Pmts. Bonds	95015	70,000	70,000	75,000	75,000	80,000
TOTAL EXPENSES		\$ 453,027	\$ 294,128	\$ 301,228	\$ 298,978	\$ 301,628
Ending Balance		\$ 542,628	\$ 784,243	\$ 1,023,897	\$ 1,270,992	\$ 1,520,680

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.
\$50,000	\$ 60
\$100,000	\$ 120
\$150,000	\$ 180
\$200,000	\$ 240
\$250,000	\$ 300
\$300,000	\$ 360

Avg. Property Value: \$ 293,648
Avg. Property Assessment: \$ 352
No. of Properties: 1,444

*Reimbursement for additional holiday decorations.

**Fence replacements



Legislation Details (With Text)

File #:	19-9617	Version:	1	Name:	Final Reconciliation Greenway Trails with WM SUB GT, LP
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/9/2019	In control:		In control:	Engineering
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Developer Agreement Final Reconciliation Change Order for Greenway Trails with WM SUB GT, LP in the negative amount of \$879,167.67				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Greenway Trails Breakdown.pdf 618.107.pdf				

Date	Ver.	Action By	Action	Result
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From

max

Title

Developer Agreement Final Reconciliation Change Order for Greenway Trails with WM SUB GT, LP in the negative amount of \$879,167.67

Presenter

Gabriel Johnson, Director of Public Works

Recommended Action

Approve

Analysis

In order to serve the South Sector, the City established a contract for the purchase of treated water from Mansfield and funded and built a water transmission line that brings water from the Mansfield water treatment plant to the northwestern corner of the South Sector just east of SH 360 and south of the Ellis-Tarrant County lines. On April 17, 2018, (18-7694) the City Council approved a Developer Agreement with WM SUB GT, LP providing a reimbursement of actual costs not to exceed \$1,500,000 to the Developer for oversizing of the standard 12" line to 18" and 24" lines. This provided water to the annexed area of the city located east of SH 360 and north of US 287.

Original cost for the betterments was a conservative estimate that included contingency. Work has now been completed and the Developer is requesting reimbursement in the amount of \$620,832.33.

Financial Consideration

No additional funding is required for this Final Reconciliation Change Order.

Funding for the developer agreement with WM SUB GT, LP for the installation of a portion of the South Sector Water Transmission Line, in the amount not to exceed of \$1,500,000 for Developer Reimbursement of Oversizing Costs and Impact fee Credits for a Basic 12" Water Line, is encumbered in the Water Capital Projects Fund (500592) WO #01810703 (Southwest Sector Trans Line) PO 316769

Remaining funds in the amount of \$879,167.67 will be released to the unobligated Water Capital Projects Fund (500592) after execution of this final reconciliation change order.

24", 18", and 8" Water Transmission Line Along Highway 360 - Phase II

W. O. #612.71

CITY OF GRAND PRAIRIE

DATE: December 10, 2019

Bid Amount

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (NUMBER ONLY)	EXTENDED PRICE (NUMBER ONLY)	Material Betterment Cost
1010	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 3,720.17
1020	Site preparation	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 8,680.39
1030	As-Built Survey	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,480.11
1040	Barricading and Traffic Control Plan	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 620.03
1050	Construction entrance	4	EA	\$ 1,800.00	\$ 7,200.00	\$ -
1060	Construction staking	1	LS	\$ 18,500.00	\$ 18,500.00	\$ -
1070	D-Hole Existing Utilities	5	EA	\$ 600.00	\$ 3,000.00	\$ -
1080	F/I Water Main Pipe (8" PVC DR18 AWWA C900)	980	LF	\$ 40.00	\$ 39,200.00	\$ 39,200.00
1090	Crushed Stone Pipe Embedment	1,600	CY	\$ 22.00	\$ 35,200.00	\$ 9,932.40
1100	F/I Water Pipe Sand Embedment (4" to 12" Water Pipe)	90	CY	\$ 20.00	\$ 1,800.00	\$ -
1110	F/I 24" PVC DR18 AWWA C900 Carrier Pipe	284	LF	\$ 175.00	\$ 49,700.00	\$ 9,496.96
1120	36"x3/8" Steel Encasement Pipe by Bore - Barnett Gathering Crossing	20	LF	\$ 675.00	\$ 13,500.00	\$ 2,083.33
1130	36"x3/8" Steel Encasement Pipe by Bore - Summit Midstream Crossing	20	LF	\$ 675.00	\$ 13,500.00	\$ 2,083.33
1140	36"x3/8" Steel Encasement Pipe by Bore - Barnett Gathering Crossing 2	49	LF	\$ 675.00	\$ 33,075.00	\$ 5,104.17
1150	36"x3/8" Steel Encasement Pipe by Bore - Atmos Crossing, furnish and install, work fully performed, including bore pit, shoring, grouting, clean-up, (water pipe not included).	20	LF	\$ 675.00	\$ 13,500.00	\$ 2,083.33
1160	36"x3/8" Steel Encasement Pipe by Bore - TRWD Crossing	135	LF	\$ 750.00	\$ 101,250.00	\$ 14,062.50
1170	36"x3/8" Steel Encasement Pipe by Open Cut	40	LF	\$ 400.00	\$ 16,000.00	\$ 4,166.67
1180	Flowable Fill Encasement	85	CY	\$ 110.00	\$ 9,350.00	\$ -
1190	Shoring, Bracing, Sheet piling and/or Trench Box Safety Requirement	9,600	LF	\$ 4.00	\$ 38,400.00	\$ -
1200	6" Blowoff Valve & Vault	6	EA	\$ 6,800.00	\$ 40,800.00	\$ 40,800.00

24", 18", and 8" Water Transmission Line Along Highway 360 - Phase II

W. O. #612.71

Bid Amount

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (NUMBER ONLY)	EXTENDED PRICE (NUMBER ONLY)	Material Betterment Cost
1210	3" Combination Air Release Valve and Box	7	EA	\$ 6,500.00	\$ 45,500.00	\$ 45,500.00
1220	24" Butterfly Valve	9	EA	\$ 14,500.00	\$ 130,500.00	\$ 85,290.60
1230	24" Butterfly Valve and Manhole	1	EA	\$ 18,000.00	\$ 18,000.00	\$ 8,529.06
1240	18" Gate Valve	20	EA	\$ 13,500.00	\$ 270,000.00	\$ 66,632.60
1250	8" Gate Valve	12	EA	\$ 1,200.00	\$ 14,400.00	\$ -
1260	Connect to Existing 24" Waterline	-	EA	\$ 6,000.00	\$ -	\$ -
1270	Bermuda Hydromulch Seeding	100,000	SY	\$ 1.00	\$ 100,000.00	\$ -
1280	Fence Gate	5	EA	\$ 1,000.00	\$ 5,000.00	\$ -
1290	Barbed Wire Fence	210	LF	\$ 12.00	\$ 2,520.00	\$ -
1300	Articulated Concrete Blocks Cable Mat	60	LF	\$ 150.00	\$ 9,000.00	\$ -
1310	Fire Hydrant Assembly	3	EA	\$ 4,500.00	\$ 13,500.00	\$ -
1320	Connect to Existing 3" Waterline	2	EA	\$ 1,200.00	\$ 2,400.00	\$ -
1330	24" x 8" Tee	1	EA	\$ 7,500.00	\$ 7,500.00	\$ -
1340	8" Plug	3	EA	\$ 1,200.00	\$ 3,600.00	\$ -
1350	18" x 8" Tee	2	EA	\$ 5,500.00	\$ 11,000.00	\$ -
1360	18" x 12" Tee	2	EA	\$ 6,500.00	\$ 13,000.00	\$ -
1370	12" Pipe	30	EA	\$ 52.00	\$ 1,560.00	\$ -
1380	12" MJxMJ GV	2	EA	\$ 2,800.00	\$ 5,600.00	\$ -
1390	12" Plug	2	EA	\$ 1,800.00	\$ 3,600.00	\$ -
1400	WL lowering from STA 25+50 to STA 30+00 (Average 10' additional depth)	450	LF	\$ 22.00	\$ 9,900.00	\$ -
1410	WL lowering from STA 38+00 to STA 50+29.74 (Average 3.5' additional depth)	1,223	LF	\$ 8.00	\$ 9,784.00	\$ -
1420	Bends	8	EA	\$ 4,500.00	\$ 36,000.00	\$ -

24", 18", and 8" Water Transmission Line Along Highway 360 - Phase II

W. O. #612.71

Bid Amount

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (NUMBER ONLY)	EXTENDED PRICE (NUMBER ONLY)	Material Betterment Cost
1430	Gate H-Braces and Welding	1	LS	\$ 9,800.00	\$ 9,800.00	\$ -
1440	Field Exploration, Full Crew w/Vacc Truck	3	DAY	\$ 6,000.00	\$ 18,000.00	\$ 18,000.00
1450	Connection to Existing 36" W/36" x 24" RCCP Reducer	1	EA	\$ 16,500.00	\$ 16,500.00	\$ 16,500.00
TOTAL BASE BID (SUM OF BID ITEMS 1010 THROUGH 1450)					\$ 1,253,139.00	\$ -
						\$ -
3010	24" PVC Water Main Pipe Furnish	2,750	LF	\$ 155.00	\$ 426,250.00	\$ 91,960.00
3020	24" Water Main Pipe Install	2,750	LF	\$ 80.50	\$ 221,375.00	\$ 22,137.50
3030	18" PVC Water Main Pipe Furnish	5,875	LF	\$ 40.00	\$ 235,000.00	\$ 83,875.42
3040	18" Water Main Pipe Install	5,875	LF	\$ 64.50	\$ 378,937.50	\$ 37,893.75
TOTAL ALTERNATE 1 (SUM OF BID ITEMS 3010 THROUGH 3040)					\$ 1,261,562.50	\$ 620,832.33
Final Contract Amount					\$ 2,514,701.50	
City Reimbursement Responsibility					\$ 620,832.33	

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 500592 / 01810703
 Project Title: Southwest Sector Trans Line
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Construction 68540	\$1,500,000	\$0	\$0	\$0	\$1,500,000
Eng/Con/Geo 68560	\$78,335	\$0	\$0	\$0	\$78,335
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$1,578,335	\$0	\$0	\$0	\$1,578,335



Legislation Details (With Text)

File #:	19-9626	Version:	1	Name:	Ricoh 2019-2024
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/10/2019	In control:		In control:	City Council
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Copier leases from Ricoh in the total estimated amount, over all lease years, not-to-exceed \$1,000,000 through a national interlocal agreement with Department of Information Resources (DIR)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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From

Bryce Davis, Purchasing Manager

Title

Copier leases from Ricoh in the total estimated amount, over all lease years, not-to-exceed \$1,000,000 through a national interlocal agreement with Department of Information Resources (DIR)

Presenter

Bryce Davis, Purchasing Manager

Recommended Action

Approve

Analysis

The City currently leases copier machines from Ricoh and have been doing so since 2014. City Staff are pleased with the current equipment & customer service from this vendor. With the growth of the City, additional units and upgrades to Ricoh units were added at the DIR contract lease prices. Because of this, the current machines installed across all City facilities today, have various lease implementation and expiration dates with the furthest date of February 22, 2023.

With the expiration of the former DIR-Ricoh contract(DIR-TSO-3041), any new leases, to include re-leasing and re-financing option on our current fleet of 59 machines, must be in accordance with the new DIR-Ricoh contract (DIR-CPO-4435) also having the benefit of saving the City approximately \$28,147.58 when fully transitioned. City Staff would like to take this opportunity to strategically enter into various length leases to neatly tie all future lease expiration dates to the expiration date of the DIR-Ricoh contract. Additionally, the city pays a color copy charge and a black/white copy charge which average approximately \$75,000 annually.

Fiscal Year	Estimated annual expenditure through former DIR contract	Estimated annual expenditure through current DIR contract	Copy Charges	Total expenditure regardless of source
2018-19	\$128,358.48	\$0	\$75,000	\$203,358.48

2019-20	\$113,504.48	\$11,380	\$75,000	\$199,884.48
2020-21	\$67,382.44	\$56,076.80	\$75,000	\$198,459.24
2021-22	\$56,605.72	\$65,876.80	\$75,000	\$199,482.52
2022-23	\$50,726.78	\$71,557.90	\$75,000	\$197,284.68
<u>2023-24</u>	<u>\$0</u>	<u>\$120,533.90</u>	<u>\$75,000</u>	<u>\$195,533.90</u>
Grand Total of years 2019-2024:				\$988,644.82

This City Council item is to request approval to enter into new leases through the new DIR-Ricoh contract as detailed in this analysis and listed above for a fiscal amount not-to-exceed \$1,000,000 over the course of all leases which will all be timed to expire along with the DIR contract on September 30, 2024. This amount includes a \$11,355.18 contingency to accomandate any overages in years the copy charge exceeds our average.

Chapter 271.102 of the Local Government Code authorizes local governments may participate in a cooperative purchasing program with another local government or local cooperative organization. Each to perform governmental functions or services including administrative functions normally associated with the operation of government. The City of Grand Prairie does not need to competitively bid items purchased through such agreements as they 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 the DIR.

The DIR provides statewide leadership and oversight for management of government information and communications technology. The 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. There is a slight increase from prior year copier contracts, due to the added new features.

DIR-CPO-4435 was executed September 25, 2019 and will expire September 25, 2024. The City's leases with Ricoh will mirror these terms and expire September 30, 2024.

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.



Legislation Details (With Text)

File #:	19-9644	Version:	1	Name:	High Hawk PID Landscape Maintenance Contract
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/10/2019	In control:		In control:	Finance
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Contract with BrightView Landscapes, LLC for Landscape Maintenance for \$215,295.30 in High Hawk PID (City Council District 6) for a one-year term				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A-HHPID Budget 5yr service plan-FY20-HH.pdf				

Date	Ver.	Action By	Action	Result
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From

Lee Harriss, Special District Administrator

Title

Contract with BrightView Landscapes, LLC for Landscape Maintenance for \$215,295.30 in High Hawk PID (City Council District 6) for a one-year term

Presenter

Lee Harriss, Special District Administrator

Recommend Action

Approve

Analysis

The PID Board recommended that BrightView Landscapes, LLC be awarded a contract for landscape maintenance, beautification, and irrigation system maintenance services. The term extends from February 1, 2020 through January 31, 2021. BrightView Landscapes, LLC had the contract last year and performed satisfactorily.

Texas Local Government Code, Chapter 252.022 (a) (9) exempts public improvement districts from competitive bidding requirements. Per that statute, the PID Advisory Board is empowered to enter into contracts such as the ones with BrightView Landscapes, LLC following approval by the City Council.

Financial Consideration

Funds for this contract are available from annual assessments adopted by the City Council on September 17, 2019, which are estimated to generate \$411,446 for the fiscal year.

GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 9
High Hawk
Five Year Service Plan 2020 - 2024 BUDGET

Income based on Assessment Rate of \$0.20 per \$100 of appraised value.
Service Plan projects a 1% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		\$205,723,228	\$ 0.20	\$ 411,446		
Description	Account	2020	2021	2022	2023	2024
Beginning Balance (Estimated)		\$ 799,000	\$ 351,125	\$ 345,841	\$ 340,637	\$ 340,477
P.I.D. Assessment	42620	\$ 411,446	\$ 415,561	\$ 419,717	\$ 423,914	\$ 428,153
City Contribution	49780	2,043	2,043	2,043	2,043	2,043
TOTAL INCOME		\$ 413,489	\$ 417,604	\$ 421,760	\$ 425,957	\$ 430,196
Amount Available		\$ 1,212,489	\$ 768,729	\$ 767,600	\$ 766,594	\$ 770,673
EXPENSES:						
Description		2020	2021	2022	2023	2024
Office Supplies	60020	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275
Decorations	60132	15,000	15,000	15,000	15,000	15,000
Public Relations	60160	10,000	10,000	10,000	10,000	10,000
Beautification ¹	60490	120,000	30,000	30,000	30,000	30,000
Graffiti Cleanup	60775	1,000	1,000	1,000	1,000	1,000
Wall Maintenance	60776	20,000	20,000	20,000	20,000	20,000
Professional Engineering Svc ²	61041	2,500	-	2,500	-	2,500
Security	61165	40,000	40,000	40,000	40,000	40,000
Mowing Contractor	61225	75,295	75,295	75,295	75,295	75,295
Tree Services	61226	20,000	20,000	20,000	20,000	20,000
Collection Service (\$2.75/Acct)	61380	1,768	1,768	1,768	1,768	1,768
Misc.	61485	500	500	500	500	500
Admin./Management	61510	13,200	13,200	13,200	13,200	13,200
Postage	61520	1,500	1,500	1,500	1,500	1,500
Security Camera Operating Expen	61560	1,500	1,500	1,500	1,500	1,500
Electric Power	62030	8,000	8,400	8,820	9,261	9,724
Water Utility	62035	22,000	23,100	24,255	25,468	26,741
Bldgs & Grounds Maintenance	63010	8,500	8,500	8,500	8,500	8,500
Pond Maintenance-Aquatic	63038	4,500	4,500	4,500	4,500	4,500
Pond Maintenance-Equipment	63039	5,000	5,000	5,000	5,000	5,000
Irrigation System Maint.	63065	20,000	12,000	12,000	12,000	12,000
Roadway Markings/Signs Maint	63115	91,959	-	-	-	-
Playgrounds/Picnic Areas Maint	63135	5,000	5,000	5,000	5,000	5,000
Decorative Lighting Maintenance	63146	10,000	10,000	10,000	10,000	10,000
Restroom Maintenance	63190	5,000	5,000	5,000	5,000	5,000
Property Insurance Premium	64080	1,350	1,350	1,350	1,350	1,350
Liability Insurance Premium	64090	10,000	10,000	10,000	10,000	10,000
Fencing ³	68061	247,517	-	-	-	-
Construction Miscellaneous ⁴	68151	100,000	100,000	100,000	100,000	100,000
		-	-	-	-	-
TOTAL EXPENSES		\$ 861,364	\$ 422,888	\$ 426,963	\$ 426,117	\$ 430,353
Ending Balance⁵		\$ 351,125	\$ 345,841	\$ 340,637	\$ 340,477	\$ 340,319

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$100,000	\$ 200		
\$200,000	\$ 400		
\$300,000	\$ 600	Avg. Property Value:	\$ 319,943
\$400,000	\$ 800	Avg. Property Assessment:	\$ 640
\$500,000	\$ 1,000	No. of Properties:	643

1 Includes tree replacements & landscape design

2 Reserve study (wall repairs/replacements)

3 Lake Ridge wall

4 Common area improvements

5 Future Projects TBD



Legislation Details (With Text)

File #: 19-9652 **Version:** 1 **Name:** Genuine Parts Co. dba NAPA Contract Renewal
Type: Agenda Item **Status:** Consent Agenda
File created: 12/13/2019 **In control:** Fleet Services
On agenda: 1/7/2020 **Final action:**
Title: Renewal of an integrated supply agreement with Genuine Parts Co. dba NAPA for on-site fleet parts store management and parts purchases to extend the final renewal option for an amount not to exceed \$1,350,000 through a Master Interlocal Agreement with Sourcewell

Sponsors:

Indexes:

Code sections:

Attachments: [19-9652.pdf](#)

Date	Ver.	Action By	Action	Result
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From

Jayson R. Ramirez, Fleet Services Manager

Title

Renewal of an integrated supply agreement with Genuine Parts Co. dba NAPA for on-site fleet parts store management and parts purchases to extend the final renewal option for an amount not to exceed \$1,350,000 through a Master Interlocal Agreement with Sourcewell

Presenter

Jayson R. Ramirez, Fleet Services Manager

Recommended Action

Approve

Analysis

On January 6, 2015 City Council approved a price agreement with Genuine Parts Co. dba NAPA for on-site fleet parts store management and parts purchase up to an annual amount of \$940,000 for one year with the option to renew for four (4) additional one-year periods through a national interlocal agreement with Sourcewell (formally NJPA). Since this time the City has exercised renewal four renewals.

Change order number one increased renewal two by \$150,000 changing the total contract value to \$1,090,000 annually. This increase was necessary due to parts' inflation, larger fleet and other departments utilizing the contract to purchase miscellaneous items.

Amendment 3 for renewal three, due to the increase in annual usage, was increased the annual contract value in the amount of \$110,000 changing the total contract value to \$1,200,000 annually.

Amendment 4 for renewal four was approved by City Council on February 4, 2019 extending to agreement for

17 months and for \$1,912,500 for what was thought to be the last year of this contract, however, Sourcewell has decided to offer NAPA a sixth renewal year of which we wish to continue to utilize.

This amendment will extend the final renewal option (Renewal #5) for twelve months to align with the expiration of Sourcewell's contract (July 2021). The contract value of the final term shall not exceed \$1,350,000. *See Chart A*

Chart A

Term	Year		Start		Change Order	End
Initial Term	Year 1	15-16	\$	940,000.00	\$ -	\$ 940,000.00
Renewal 1	Year 2	16-17	\$	940,000.00	\$ 150,000.00	\$ 1,090,000.00
Renewal 2	Year 3	17-18	\$	1,090,000.00	\$ -	\$ 1,090,000.00
Renewal 3	Year 4	18-19	\$	1,200,000.00	\$ -	\$ 1,200,000.00
Renewal 4	Year 5	19-20	\$	1,912,500.00	\$ -	\$ 1,912,500.00
Renewal 5	Year 6	19-20	\$	1,350,000.00	\$ -	\$ 1,350,000.00

Final Term (Renewal #5) Breakdown:

12 - months	\$1,200,000.00
<u>Inflation/Growing Fleet</u>	<u>\$150,000.00</u>
Final Term Value	\$1,350,000.00

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 Sourcewell (formally NJPA).

Sourcewell contract #061015-GPC was effective 7/21/2015 with a contract expiration date of 07/21/2021 and offers the Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions the City needs.

Financial Consideration

Funds are available in FY 2020/2021 Fleet Services Fund (225510-60410) for Fleet Services SC-COGS Parts Inventory and will be charged accordingly on orders through the end of the current fiscal year. Funding is made directly by user departments is available in various departments operating budgets and will be charged accordingly on orders through the end of the fiscal year. Any overages will be covered by savings in other account lines.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND:	<u>Fleet Services Fund</u> Name of Fund (i.e. General Fund)
AGENCY:	<u>Finance (Fleet Services)</u> Name of Department
ACCOUNTING UNIT:	<u>225510 Fleet Services Finance (EQPT)</u>
AVAILABLE:	<u>60410 SC-COGS Parts Inventory \$797,000.</u> Account Code, Description, and amount available
STAFF CONTACT:	<u>Jayson R. Ramirez, Fleet Services Manager</u>
VENDOR NUMBER:	<u>1211</u>
VENDOR NAME:	<u>NAPA</u>
CONTINGENCY:	<u>N/A</u>



Legislation Details (With Text)

File #:	19-9653	Version:	1	Name:	Life Extension Clinics Renewal FY20
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/14/2019	In control:		In control:	Fire
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Renewal of the city's contract with Life Extension Clinics, Inc. DBA Life Scan Wellness Center for Annual Medical Evaluations for Fire Personnel in the increased annual amount of \$50,000 through an interlocal agreement with the City of Plano for a one-year term with two additional one-year renewal periods remaining totaling \$180,000 if all extensions are exercised				

Sponsors:

Indexes:

Code sections:

Attachments: [19-9653 LifeScan](#)
[LifeScan - Change Order Worksheet](#)

Date	Ver.	Action By	Action	Result
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From

Caroline Siskowic

Title

Renewal of the city's contract with Life Extension Clinics, Inc. DBA Life Scan Wellness Center for Annual Medical Evaluations for Fire Personnel in the increased annual amount of \$50,000 through an interlocal agreement with the City of Plano for a one-year term with two additional one-year renewal periods remaining totaling \$180,000 if all extensions are exercised

Presenter

Robert Fite, Fire Chief

Recommended Action

Approve

Analysis

In April of 2018 City Council approved the Fire Department to contract with Life Scan Wellness Center for to conduct annual physicals for all sworn Fire personnel in accordance with certain testing recommended by the National Fire Protection Agency (NFPA). The hope is that this required testing will result in early detection of any health issues so that Fire personnel may have the opportunity to work with their personal physicians to reduce risk long-term and to improve the chance of early detection and treatment as needed in order to extend life and health.

The requested approval of this agenda item is to authorize the renewal and increase of \$20,000 per year (\$60,000 cumulatively) to accommodate an increased amount of annual physicals for fire personnel bringing the total annual contract value to \$50,000, and \$180,000 if all future renewals are exercised.

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 the City of Plano.

The City of Plano's original contract began October 1, 2017 and expired September 31, 2018, with four additional one-year renewal options. The City of Plano has exercised their option to renew this contract for FY 2019/2020.

Financial Consideration

Funding for Annual Medical Evaluations for Fire Personnel in the annual amount of \$50,000.00 is available in the FY 2019/2020 TASPP fund (334691 - 61480) and will be charged accordingly on orders through the end of the fiscal year. Funding for future fiscal years will be paid from that years approved budget.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: TASPP

AGENCY: Fire

ACCOUNTING UNIT: 334691

AVAILABLE: 61480 Medical Exams \$50,000 as of 12/30/2019
Account Code, Description, and amount available

STAFF CONTACT: Caroline Siskowic

VENDOR NUMBER: 25747

VENDOR NAME: Lifescan

CONTINGENCY: _____



Annual Agreement Change Order Worksheet

18074 - Annual Medical Evaluations for Fire Personnel						
<u>Possible Contract Years:</u>		4		<u>Procurement Source:</u> Interlocal Price Agreement		
<u>Original Annual Contract Value:</u>		\$30,000.00		Original Total Contract Value: \$120,000.00		
25% Maximum Increase:		\$ -		Max Possible Contract Value: \$ - ◀ Not Applicable for type of Procurement Source (TX LGC § 252.048(d))		
Max Possible Annual Contract Value		\$ -		Proposed Total Contract Value: \$180,000.00		
<u>Dollar Value on each Contract Term</u>						<u>CUMULATIVE CHANGE IN AMOUNT:</u>
<u>Date</u>	<u>Contract Action</u>	<u>Initial Term</u>	<u>Renewal 1</u>	<u>Renewal 2</u>	<u>Renewal 3</u>	
	<i>Renewal 1</i> add \$20,000 annually	\$ -	\$20,000.00	\$20,000.00	\$20,000.00	<i>Renewal 1</i> \$ 60,000.00
		\$ -	\$ -	\$ -	\$ -	0 \$ -
		\$ -	\$ -	\$ -	\$ -	0 \$ -
		\$ -	\$ -	\$ -	\$ -	0 \$ -
Percentage Change		0.00%	66.67%	66.67%	66.67%	50.00%
Total of Changes		\$ -	\$20,000.00	\$20,000.00	\$20,000.00	\$ 60,000.00
Annual Contract Value		\$30,000.00	\$50,000.00*	\$50,000.00*	\$50,000.00*	\$180,000.00
CURRENT TERM indicate with a "X"		X				Requires City Council Approval



Legislation Details (With Text)

File #:	19-9659	Version:	1	Name:	BSI Tax Factory 15'-24'
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/17/2019	In control:		In control:	Information Technology
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Renewal of Tax Factory Support Software with Business Software, Inc., as a sole source provider, in the annual amount of \$6,676.82 with 5% annual increase, for a one-year term with four additional one-year renewal periods for a total not to exceed \$38,738.33 if all renewal periods are exercised and authorize the City Manager to execute any additional renewals with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)				

Sponsors:

Indexes:

Code sections:

Attachments: [BSI Expenditure Information Form.pdf](#)

Date	Ver.	Action By	Action	Result
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From

Keshnel Penny, Chief Information Officer

Title

Renewal of Tax Factory Support Software with Business Software, Inc., as a sole source provider, in the annual amount of \$6,676.82 with 5% annual increase, for a one-year term with four additional one-year renewal periods for a total not to exceed \$38,738.33 if all renewal periods are exercised and authorize the City Manager to execute any additional renewals with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)

Presenter

Keshnel Penny, Chief Information Officer

Recommended Action

Approve

Analysis

In February of 2015 the IT Department implemented Business Software Inc's (BSI) Tax Factory software which is a payroll calculation component integrated with our Lawson financial system. The City was originally subscribed to the top tier level of software support, in 2019 City Staff opted to reduce to a lower tier of support still sufficient for our needs. This requested Council action is to approve the next five year's expenditures which over the life of this contract will have surpassed \$50,000 since the implementation of this software, therefore requiring City Council approval.

<u>Renewal Period</u>	<u>Amount</u>
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15'	\$9,172.10
16'	\$9,873.67
17'	\$9,819.35
18'	\$10,627.78
19'	\$6,872.25 *Year in which City opted for a lower tier of Support
<u>Expended:</u>	<u>\$46,365.15</u>
20'	\$7,010.66
21'	\$7,361.19
22'	\$7,729.25
23'	\$8,115.72
24'	\$8,521.51
<u>Requested:</u>	<u>\$38,738.33</u>
<u>Grand Total:</u>	<u>\$85,103.48 *if all renewals are extended</u>

Financial Consideration

Funding is provided in the FY 2020/2021 General Fund Operating Budget, Information Technology, Computer Software Maintenance (151010-63165).

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: _____

AGENCY: _____

ACCOUNTING UNIT: _____

AVAILABLE: _____
Account Code, Description, and amount available

STAFF CONTACT: _____

VENDOR NUMBER: _____

VENDOR NAME: _____

CONTINGENCY: _____



Legislation Details (With Text)

File #:	20-9665	Version:	1	Name:	IDEXX Contract
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/7/2019	In control:		In control:	Animal Services
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Renewal of a price agreement for veterinarian test kits from sole source provider IDEXX Laboratories with a monetary increase of \$10,000 (for a total not-to-exceed \$30,000 annually) for one year with the option to renew for four additional one year periods now totaling \$140,000 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: [Attachment A.pdf](#)

Date	Ver.	Action By	Action	Result
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From

Lily Yap, Animal Services Manager

Title

Renewal of a price agreement for veterinarian test kits from sole source provider IDEXX Laboratories with a monetary increase of \$10,000 (for a total not-to-exceed \$30,000 annually) for one year with the option to renew for four additional one year periods now totaling \$140,000 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

Lily Yap, Animal Services Manager

Recommended Action

Approve

Analysis

IDEXX SNAP tests are used to screen shelter animals for specific diseases such as *Dirofilaria immitis* (heartworms), Parvovirus, Feline Leukemia and Feline Immunodeficiency Virus to increase the shelter's live release rate. In January of 2019, City Council approved item# 19-8572 approving a sole source price agreement for \$16,470 annually / \$65,880 if all extensions were exercised.

Change Order 1 was executed by the CMO's office in October of 2019 to add \$3,530 per year (\$17,650 in total if all extensions were exercised) to the contract for additional test kits required.

This request to execute Renewal 1 includes a request to add \$10,000 per year (\$40,000 in total) to the contract for additional test kits required as the expansion of Prairie Paws Adoption Center has facilitated an onsite population growth to 250-350 animals at any given time.

The total request for this agenda item is for \$10,000 per year or \$40,000 if all extensions were exercised bringing the total cumulative increase of both change orders to \$57,650 over all contract years, therefore requiring City Council approval as detailed on Attachment A (Change Order worksheet).

Financial Consideration

Funds are available in FY 2020/2021 General Fund Animal Services budget 301110-60235 for veterinarian supplies 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 budget.



Annual Agreement Change Order Worksheet

19043 IDEXX - ATTACHMENT A							
<u>Possible Contract Years</u>			5				
<u>Original Annual Contract Value</u>		\$ 16,470.00	Original Max Potential Value		\$ 82,350.00		
25% Maximum Increase		\$ 4,117.50	Max Possible Value		N/A (sole source)		
Max Possible Annual Contract Value		N/A (sole source)		Current Total Value \$ 140,000.00			
<u>Dollar Value each on each Contract Term</u>							
	<u>Contract Action</u>	<u>Initial Term</u>	<u>Renewal 1</u>	<u>Renewal 2</u>	<u>Renewal 3</u>	<u>Renewal 4</u>	<u>Total of Changes</u>
10/08/19	Change Order 1 add funds	\$ 3,530.00	\$ 3,530.00	\$ 3,530.00	\$ 3,530.00	\$ 3,530.00	\$ 17,650.00
02/01/20	Renewal 2 add \$30K	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00
Percentage Change		21.43%	82.15%	82.15%	82.15%	82.15%	
Total of Changes		\$ 3,530.00	\$ 13,530.00	\$ 13,530.00	\$ 13,530.00	\$ 13,530.00	\$ 57,650.00
PREVIOUS TERM		\$ 20,000.00					Total of Contract
CURRENT TERM							
FUTURE TERM							
Annual Contract Value			\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 140,000.00



Legislation Details (With Text)

File #:	20-9666	Version:	1	Name:	Polygraph & Psychological Testing Services
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/23/2019	In control:		In control:	Purchasing
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Renewal of polygraph and psychological testing services contracts with Sage Cognitive Solutions in the annual amount not to exceed \$12,000; renewal of our psychological testing services contracts with Pepper Psychological Services, PLLC in the annual amount not to exceed \$10,000; renewal of our psychological testing services contracts with Altman Psychological Services, PLLC in the annual amount not to exceed \$1,500; renewal of our psychological testing services contracts with Price, Proctor & Associates, LLP in the annual amount not to exceed \$3,000; renewal of our polygraph testing services contracts with Behavioral Measures & Forensic Services in the annual amount not to exceed \$3,000; All agreements were for an initial one year term and are requested to be renewed for an additional one-year term with the addition of three additional one-year renewal options for a total not to exceed \$162,450 if all renewal options are exercised				

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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From

Bryce Davis, Purchasing Manager

Title

Renewal of polygraph and psychological testing services contracts with Sage Cognitive Solutions in the annual amount not to exceed \$12,000; renewal of our psychological testing services contracts with Pepper Psychological Services, PLLC in the annual amount not to exceed \$10,000; renewal of our psychological testing services contracts with Altman Psychological Services, PLLC in the annual amount not to exceed \$1,500; renewal of our psychological testing services contracts with Price, Proctor & Associates, LLP in the annual amount not to exceed \$3,000; renewal of our polygraph testing services contracts with Behavioral Measures & Forensic Services in the annual amount not to exceed \$3,000; All agreements were for an initial one year term and are requested to be renewed for an additional one-year term with the addition of three additional one-year renewal options for a total not to exceed \$162,450 if all renewal options are exercised

Presenter

Bryce Davis, Purchasing Manager

Recommended Action

Approve

Analysis

Due to Texas Local Government Code, Chapter 142 concerning Civil Service requirements the Police

Department and Fire Department frequently require psychological and polygraph testing services. Said services being performed for pre-employment applicant screenings, critical incident debriefings, and fitness for duty evaluations.

In February of 2018, two professional service contracts were approved and executed through the City Manager's Office for Sage Cognitive Solutions and Pepper Psychological Services. Upon these contract's renewals, the City determined that two professional practitioners were not sufficient for the volume of testing services the City required; three additional professional service contracts were entered into in 2019 for a total of three psychological professionals, and two polygraph testing professionals allowing Police and Fire adequate resources to send their personnel for poly or psych testing in a timely fashion.

Actual expenditures to date since February 2018, over all contracts combined is \$44,450; City Council approval is therefore required to authorize each contract's renewal whereas \$50,000 will be reached sometime over the course of this next contract year. Additionally, City Staff is requesting the addition of three one-year renewal options per contract, totaling \$162,450.00 if all extensions are authorized by the City Manager in subsequent renewal years.

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 polygraph and psychological services. Sage Cognitive Solutions, Pepper Psychological Services, Altman Psychological Services, Price, Proctor, and Associates, and Behavioral Measures Forensic Services were all selected as the most qualified professionals due to their reputation for such services in the Dallas-Fort Worth metropolitan area.

Financial Consideration

Funding is provided in the FY 2020/2021 General Fund Operating Budget, Police Personnel & Training Unit (282410-61030) & Police Patrol Division (281210-61030) & Fire Administration (291010-61480).



Legislation Details (With Text)

File #:	20-9682	Version:	1	Name:	Contract for the purchase of protective rain canopies and shade structures for Firehouse Gastro Park
Type:	Agenda Item	Status:			Consent Agenda
File created:	12/27/2019	In control:			Engineering
On agenda:	1/7/2020	Final action:			
Title:	Contract for the purchase and installation of protective rain canopies and shade structures for Firehouse Gastro Park from Playground Solutions of Texas, Inc. in the amount of \$149,122 through a national interlocal agreement with Sourcewell; city staff is recommending a foundations coordination allowance of \$30,000 and an allowance of \$20,000 for existing facility adjustments required, bringing the total funding request to \$199,122				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	618.17 Gastro.pdf				

Date	Ver.	Action By	Action	Result
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From

max

Title

Contract for the purchase and installation of protective rain canopies and shade structures for Firehouse Gastro Park from Playground Solutions of Texas, Inc. in the amount of \$149,122 through a national interlocal agreement with Sourcewell; city staff is recommending a foundations coordination allowance of \$30,000 and an allowance of \$20,000 for existing facility adjustments required, bringing the total funding request to \$199,122

Presenter

Andy Henning, Senior Building and Construction Projects Manager

Recommended Action

Approve

Analysis

In order to enhance customer experience and build on the current patronage Firehouse Gastro Park is experiencing, the addition of protective rain canopies and shade structures have been proposed. The metal rain canopies would provide protection from the elements stretching from the restaurant's south exit completely over the pathway and queueing area associated with the outdoor shipping container restrooms. In addition, a protective metal rain canopy would also be provided over the outdoor stage area along with a custom fabric sail shade canopy over the outdoor artificial lawn area just to the north of the stage.

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 Sourcewell.

Sourcewell 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 achieve better pricing.

Sourcewell contract #030117-LTS was effective April 14, 2017 on a four year initial term set to April 14, 2021 for PlayPower, Inc to provide turnkey solutions for Recreation and Playground Equipment, Accessories, and Supplies through their national network of independent dealers. Playground Solutions of Texas, Inc. is an authorized dealer able to provide the items the City requires.

This item was taken to the Finance and Government Committee on January 7, 2020 for their review and recommendation for approval.

Financial Consideration

Funding in the total amount of \$199,122 is available from Municipal Facilities Capital Projects Fund (405090) W.O. 01816803 (Redevelopment Projects)

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 405090 / 01816803
 Project Title: Redevelopment Projects
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Prof Engineering (61041)	\$51,265	\$0	\$0	\$0	\$51,265
Special Events (61130)	\$1,516,058	\$970,572		\$970,572	\$1,516,058
Misc Improvement (68020)	\$50,000	\$50,000	\$0	\$50,000	\$50,000
Equipment/Hardware 68640	\$149,122	\$149,122	\$0	\$149,122	\$149,122
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$1,766,445	\$1,169,694	\$0	\$1,169,694	\$1,766,445



Legislation Details (With Text)

File #:	19-9648	Version:	1	Name:	Pickups from Cowboy Motor Company
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/12/2019	In control:		In control:	Fleet Services
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Purchase of one (1) new Ram 3500 crew cab with dump body (\$48,904), one (1) new Ram 3500 crew cab with flatbed body (\$52,235.90), one (1) new Ram 3500 crew cab pickup with gooseneck body (\$55,719), one (1) new Ram 3500 crew cab pickup with utility body (\$45,916.70), one (1) new Ram 2500 crew cab utility body and crane (\$47,224.75) from Cowboy Chrysler Dodge Jeep, respectively for a combined total of \$250,000.05 through an Interlocal Agreement with GoodBuy				

Sponsors:

Indexes:

Code sections:

Attachments: [19-9648.pdf](#)

Date	Ver.	Action By	Action	Result
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From

Jayson R. Ramirez, Fleet Services Manager

Title

Purchase of one (1) new Ram 3500 crew cab with dump body (\$48,904), one (1) new Ram 3500 crew cab with flatbed body (\$52,235.90), one (1) new Ram 3500 crew cab pickup with gooseneck body (\$55,719), one (1) new Ram 3500 crew cab pickup with utility body (\$45,916.70), one (1) new Ram 2500 crew cab utility body and crane (\$47,224.75) from Cowboy Chrysler Dodge Jeep, respectively for a combined total of \$250,000.05 through an Interlocal Agreement with GoodBuy

Presenter

Jayson R. Ramirez, Fleet Services Manager

Recommended Action

Approve

Analysis

These vehicles will either replace existing vehicles in the fleet or add to the fleet according to the city replacement schedule. The purchase of the vehicles were included in the FY 2019/2020 Approved Operating Budget and includes the following:

From Cowboy Chrysler Dodge Jeep:

- one (1) new Ram 3500 with dump body will be replacing one (1) 2008 pickup for Parks and Recreation;
- one (1) new Ram 3500 with flatbed body will be replacing (1) 2003 pickup for Public Works (Water);

- one (1) new Ram 3500 with gooseneck will be replacing (2) 1992 dump trucks for Parks and Recreation;
- one (1) new Ram 3500 with utility body will be replacing one (1) 2009 pickup for Public Works (Water);
- one (1) new Ram 2500 with utility body and crane will be replacing one (1) 2006 pickup for Public Works (Water).

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 GoodBuy interlocal agreement.

GoodBuy 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 \$300 is due in order to use GoodBuy contract # 20 8F000.

Financial Consideration

Funding is available in the following accounts:

1. \$48,904 in the PVEN General Fund (314310-68320) Parks and Recreation;
2. \$52,235.90 in the Water Fund (361211-68320) Public Works (Water);
3. \$55,719 in the PVEN General Fund (314310-68320) Parks and Recreation;
4. \$45,916.70 in the Water Fund (361111-68320) Public Works (Water);
5. \$47,224.75 in the Water Fund (361211-68320) Public Works (Water).

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND:	<u>PVEN General Fund</u> Name of Fund (i.e. General Fund)
AGENCY:	<u>Parks and Recreation</u> Name of Department
ACCOUNTING UNIT:	<u>314310</u>
AVAILABLE:	<u>68320, Autos & Trucks, \$110,000</u> Account Code, Description, and amount available
STAFF CONTACT:	<u>Jayson R. Ramirez</u>
VENDOR NUMBER:	<u>24835</u>
VENDOR NAME:	<u>Cowboy Chrysler Dodge Jeep</u>
CONTINGENCY:	<u>NA</u>

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND:	<u>Water Fund</u> Name of Fund (i.e. General Fund)
AGENCY:	<u>Public Works (Water)</u> Name of Department
ACCOUNTING UNIT:	<u>361211</u>
AVAILABLE:	<u>68320, Autos & Trucks, \$109,618</u> Account Code, Description, and amount available
STAFF CONTACT:	<u>Jayson R. Ramirez</u>
VENDOR NUMBER:	<u>24835</u>
VENDOR NAME:	<u>Cowboy Chrysler Dodge Jeep</u>
CONTINGENCY:	<u>NA</u>

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND:	<u>Water Fund</u> Name of Fund (i.e. General Fund)
AGENCY:	<u>Public Works (Water)</u> Name of Department
ACCOUNTING UNIT:	<u>361111</u>
AVAILABLE:	<u>68320, Autos & Trucks, \$131,184.18</u> Account Code, Description, and amount available
STAFF CONTACT:	<u>Jayson R. Ramirez</u>
VENDOR NUMBER:	<u>24835</u>
VENDOR NAME:	<u>Cowboy Chrysler Dodge Jeep</u>
CONTINGENCY:	<u>NA</u>



Legislation Details (With Text)

File #:	19-9660	Version:	1	Name:	Class 5 Trucks From Grapevine DCJ
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/18/2019	In control:		In control:	Fleet Services
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Purchase of one (1) new Ram 5500 regular cab pickup with Versalift aerial lift (\$139,632), and one (1) new Ram 5500 crew cab pickup with dump body (\$62,207) from Grapevine Dodge Chrysler Jeep, respectively for a combined total of \$201,839 through a national interlocal agreement with BuyBoard				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	19-9660.pdf				

Date	Ver.	Action By	Action	Result
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From

Jayson R. Ramirez, Fleet Services Manager

Title

Purchase of one (1) new Ram 5500 regular cab pickup with Versalift aerial lift (\$139,632), and one (1) new Ram 5500 crew cab pickup with dump body (\$62,207) from Grapevine Dodge Chrysler Jeep, respectively for a combined total of \$201,839 through a national interlocal agreement with BuyBoard

Presenter

Jayson R. Ramirez, Fleet Services Manager

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 were included in the FY 2019/2020 Approved Operating Budget and includes the following:

From Grapevine Dodge Chrysler Jeep:

- one (1) new Ram 5500 regular cab pickup with Versalift aerial lift will be replacing one (1) 2008 pickup for Public Works (Streets);
- one (1) new Ram 5500 crew cab pickup with dump body will be replacing one (1) 2001 pickup for Public Works (Streets).

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 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.

Financial Consideration

Funding is available in the following accounts:

1. \$139,632 in the Equipment Acquisition Fund (253010-68360) Public Works (Streets);
2. \$62,207 in the Equipment Acquisition Fund (253010-68360) Public Works (Streets).

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND:	<u>Equipment Acquisition Fund</u> Name of Fund (i.e. General Fund)
AGENCY:	<u>Public Works (Streets)</u> Name of Department
ACCOUNTING UNIT:	<u>253010</u>
AVAILABLE:	<u>68360, Other Equipment, \$389,745.10</u> Account Code, Description, and amount available
STAFF CONTACT:	<u>Jayson R. Ramirez</u>
VENDOR NUMBER:	<u>18060</u>
VENDOR NAME:	<u>Grapevine DCJ, LLC</u>
CONTINGENCY:	<u>NA</u>

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND:	<u>Equipment Acquisition Fund</u> Name of Fund (i.e. General Fund)
AGENCY:	<u>Public Works (Streets)</u> Name of Department
ACCOUNTING UNIT:	<u>253010</u>
AVAILABLE:	<u>68360, Other Equipment, \$389,745.10</u> Account Code, Description, and amount available
STAFF CONTACT:	<u>Jayson R. Ramirez</u>
VENDOR NUMBER:	<u>18060</u>
VENDOR NAME:	<u>Grapevine DCJ, LLC</u>
CONTINGENCY:	<u>NA</u>



Legislation Details (With Text)

File #:	20-9678	Version:	1	Name:	Purchase and installation of all network infrastructure equipment for new Fire Station 3 from Facility Solutions Group (FSG) in the amount of \$18,687.00 through a national interlocal agreement with BuyBoard.
Type:	Agenda Item	Status:			Consent Agenda
File created:	12/27/2019	In control:			Engineering
On agenda:	1/7/2020	Final action:			
Title:	Purchase and installation of all network infrastructure equipment for new Fire Station 3 from Facility Solutions Group (FSG) in the amount of \$18,687 through a national interlocal agreement with BuyBoard				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	618.04 FS 3.pdf				

Date	Ver.	Action By	Action	Result
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From

max

Title

Purchase and installation of all network infrastructure equipment for new Fire Station 3 from Facility Solutions Group (FSG) in the amount of \$18,687 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 will require a significant network infrastructure consisting of a low voltage structured category 6 cabling system for voice and data services to all work area outlets, wireless access points television monitors and security camera locations. The proposal received from FSG includes providing all equipment, installation labor, owner training, testing and commissioning of all systems to ensure proper operation. This vendor has worked with the City of Grand Prairie previously on the Epic project, Warmack Library, Service Center Renovations, Fire Station 4, Fire Station 6 and City Hall (phase one) and City Staff has been very appreciative of their consistent high quality work and partnership throughout projects.

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 BuyBoard.

The BuyBoard is able to save money by pooling the impressive purchasing power of their members, which include hundreds of school districts, municipalities, counties, other local governments, and nonprofits across Texas. They use the power of numbers as leverage to achieve better pricing.

BuyBoard contract #558-18 was executed March 1, 2018 on a three year initial term set to expire February 28, 2021 for FSG to provide low voltage electrical network infrastructure equipment and installation services the City requires.

Financial Consideration

Funding in the total amount of \$18,687 is available in Fire Capital Projects Fund (400591) W.O.#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
Prof Services 61039	\$6,300	\$0	\$0	\$0	\$6,300
Land Purchase 68090	\$298,429	\$0	\$0	\$0	\$298,429
Eng/Con/Geo 68560	\$857,795	\$50,000	\$0	\$50,000	\$857,795
Security Equip 68380	\$50,000	\$50,000	\$0	\$50,000	\$50,000
Data Proc Equip 68410	\$25,000	\$25,000	\$0	\$25,000	\$25,000
Construction 68540	\$8,317,205	\$8,317,205	\$0	\$8,317,205	\$8,317,205
				\$0	\$0
TOTAL	\$9,554,729	\$8,442,205	\$0	\$8,442,205	\$9,554,729



Legislation Details (With Text)

File #:	20-9679	Version:	1	Name:	Purchase and installation of all security and door access control equipment for new Fire Station 3 from Videotronix, Inc. (dba VTI Security) in the amount of \$41,263.38 through a national interlocal purchasing agreement with the State of Minnesota.
Type:	Agenda Item	Status:			Consent Agenda
File created:	12/27/2019	In control:			Engineering
On agenda:	1/7/2020	Final action:			
Title:	Purchase and installation of all security and door access control equipment for new Fire Station 3 from Videotronix, Inc. (dba VTI Security) in the amount of \$41,263.38 through a national interlocal purchasing agreement with the State of Minnesota.				

Sponsors:

Indexes:

Code sections:

Attachments: [618.04 FS 3.pdf](#)

Date	Ver.	Action By	Action	Result
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From

max

Title

Purchase and installation of all security and door access control equipment for new Fire Station 3 from Videotronix, Inc. (dba VTI Security) in the amount of \$41,263.38 through a national interlocal purchasing agreement with the State of Minnesota.

Presenter

Andy Henning, Senior Building and Construction Projects Manager

Recommended Action

Approve

Analysis

Grand Prairie's new Fire Station 3 will include critical security provisions including video cameras, video recording equipment, door position switches, card reader access devices, gate controller with video intercom, magnetic door hold opens and emergency duress buttons. The proposal received from Videotronix, Inc. (dba VTI Security) includes providing all equipment, installation labor, owner training, testing and commissioning of all systems to ensure proper operation. This vendor has worked with the City of Grand Prairie previously on the Warmack Library project, Service Center Renovation projects, Fire Station 4, Fire Station 6 and City Hall (phase one) and City Staff has been very appreciative of their consistent high quality work and partnership throughout projects.

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 the State of Minnesota.

Videotronix, Inc. (dba VTI Security) has previously been awarded by City Council an Interlocal Purchasing Agreement utilizing their cooperative contract through the State of Minnesota (18-8448) and is recommended to be used by the City of Grand Prairie IT Department for all City projects in regards to security provisions.

Financial Consideration

Funding in the total amount of \$41,263.38 is available in Fire Capital Projects Fund (400591) W.O.#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
Prof Services 61039	\$6,300	\$0	\$0	\$0	\$6,300
Land Purchase 68090	\$298,429	\$0	\$0	\$0	\$298,429
Eng/Con/Geo 68560	\$857,795	\$50,000	\$0	\$50,000	\$857,795
Security Equip 68380	\$50,000	\$50,000	\$0	\$50,000	\$50,000
Data Proc Equip 68410	\$25,000	\$25,000	\$0	\$25,000	\$25,000
Construction 68540	\$8,317,205	\$8,317,205	\$0	\$8,317,205	\$8,317,205
				\$0	\$0
TOTAL	\$9,554,729	\$8,442,205	\$0	\$8,442,205	\$9,554,729



Legislation Details (With Text)

File #:	20-9672	Version:	1	Name:	Purchase and installation of audio/video equipment for phase two of the new City Hall project with Infinity Sound, Ltd.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/26/2019	In control:		In control:	Engineering
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Purchase and installation of all audio/video equipment for phase two of the new City Hall project from Infinity Sound, Ltd. in the amount of \$196,955 through a national interlocal agreement with BuyBoard				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	620.26 CH 2.pdf				

Date	Ver.	Action By	Action	Result
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From

max

Title

Purchase and installation of all audio/video equipment for phase two of the new City Hall project from Infinity Sound, Ltd. in the amount of \$196,955 through a national interlocal agreement with BuyBoard

Presenter

Andy Henning, Senior Building and Construction Projects Manager

Recommended Action

Approve

Analysis

Grand Prairie's renovated City Hall East building will include considerable audio/video provisions including sound systems, projectors, television monitors, projection screens, teleconference equipment, video conference equipment and an open office work station sound masking system. The proposal received from Infinity Sound, Ltd. includes providing all equipment, installation labor, owner training, testing and commissioning of all systems to ensure proper operation. This vendor has worked with the City of Grand Prairie previously on the Epic project, Airhogs Stadium video board replacement, Firehouse Gastro Park and City Hall phase one and City Staff has been appreciative of their consistent high quality work and partnership throughout projects.

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

The BuyBoard is able to save money by pooling the impressive purchasing power of their members, which

include hundreds of school districts, municipalities, counties, other local governments, and nonprofits across Texas. They use the power of numbers as leverage to achieve better pricing.

BuyBoard contract #575-18 was executed December 1, 2018 on a three year initial term set to expire November 30, 2021 for Infinity Sound, Ltd. to provide a complete lineup of audio-visual equipment and installation service the City requires.

Financial Consideration

Funding in the total amount of \$196,955 is available in Municipal Facilities Capital Projects Fund (405090) W.O. #02002603 (Municipal Complex Phase II) 68410 (Data Processing Equipment)

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

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

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Prof Eng Srv 61041	\$13,360	\$0	\$0	\$0	\$13,360
Bldgs & Grounds Maint 63010	\$5,000	\$4,370	\$0	\$4,370	\$5,000
Office FFE 68290	\$1,200,000	\$1,200,000	\$0	\$1,200,000	\$1,200,000
Security Equip 68380	\$95,000	\$95,000	\$0	\$95,000	\$95,000
Data Proc Equip 68410	\$295,000	\$295,000	\$0	\$295,000	\$295,000
Construction	\$6,650,933	\$6,650,933	\$0	\$6,650,933	\$6,650,933
Eng/Con/Geo 68560	\$40,707	\$40,707	\$0	\$40,707	\$40,707
TOTAL	\$8,300,000	\$8,286,010	\$0	\$8,286,010	\$8,300,000



Legislation Details (With Text)

File #:	20-9673	Version:	1	Name:	Purchase and installation of all security and door access control equipment for phase two of the new City Hall project from Videotronix, Inc. (dba VTI Security) in the amount of \$92,190.60
Type:	Agenda Item	Status:			Consent Agenda
File created:	12/26/2019	In control:			Engineering
On agenda:	1/7/2020	Final action:			
Title:	Purchase and installation of all security and door access control equipment for phase two of the new City Hall project from Videotronix, Inc. (dba VTI Security) in the amount of \$92,190.60 through a national interlocal purchasing agreement with the State of Minnesota.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	620.26 CH 2.pdf				

Date	Ver.	Action By	Action	Result
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From

max

Title

Purchase and installation of all security and door access control equipment for phase two of the new City Hall project from Videotronix, Inc. (dba VTI Security) in the amount of \$92,190.60 through a national interlocal purchasing agreement with the State of Minnesota.

Presenter

Andy Henning, Senior Building and Construction Projects Manager

Recommended Action

Approve

Analysis

Grand Prairie's renovated City Hall East building will include critical security provisions including video cameras, video recording equipment, door position switches, card reader access devices, gate controller with video intercom, magnetic door hold opens and emergency duress buttons. The proposal received from Videotronix, Inc. (dba VTI Security) includes providing all equipment, installation labor, owner training, testing and commissioning of all systems to ensure proper operation. This vendor has worked with the City of Grand Prairie previously on the Warmack Library project, Service Center Renovation projects, Fire Station 3, Fire Station 4, Fire Station 6 and City Hall phase one and City Staff has been appreciative of their consistent high quality work and partnership throughout projects.

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 the State of Minnesota.

Videotronix, Inc. (dba VTI Security) has previously been awarded by City Council an Interlocal Purchasing Agreement utilizing their cooperative contract through the State of Minnesota (18-8448) and is recommended to be used by the City of Grand Prairie IT Department for all City projects in regards to security provisions.

Financial Consideration

Funding in the total amount of \$92,190.60 is available in Municipal Facilities Capital Projects Fund (405090) W.O. #02002603 (Municipal Complex Phase II) 68380 (Security Equipment)

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

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

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Prof Eng Srv 61041	\$13,360	\$0	\$0	\$0	\$13,360
Bldgs & Grounds Maint 63010	\$5,000	\$4,370	\$0	\$4,370	\$5,000
Office FFE 68290	\$1,200,000	\$1,200,000	\$0	\$1,200,000	\$1,200,000
Security Equip 68380	\$95,000	\$95,000	\$0	\$95,000	\$95,000
Data Proc Equip 68410	\$295,000	\$295,000	\$0	\$295,000	\$295,000
Construction	\$6,650,933	\$6,650,933	\$0	\$6,650,933	\$6,650,933
Eng/Con/Geo 68560	\$40,707	\$40,707	\$0	\$40,707	\$40,707
TOTAL	\$8,300,000	\$8,286,010	\$0	\$8,286,010	\$8,300,000



Legislation Details (With Text)

File #:	20-9674	Version:	1	Name:	Purchase and installation of all network infrastructure equipment for phase two of the new City Hall project from Facility Solutions Group (FSG) in the amount of \$94,931.00
Type:	Agenda Item	Status:			Consent Agenda
File created:	12/26/2019	In control:			Engineering
On agenda:	1/7/2020	Final action:			
Title:	Purchase and installation of all network infrastructure equipment for phase two of the new City Hall project from Facility Solutions Group (FSG) in the amount of \$94,931 through a national interlocal agreement with BuyBoard				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	620.26 CH 2.pdf				

Date	Ver.	Action By	Action	Result
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From

max

Title

Purchase and installation of all network infrastructure equipment for phase two of the new City Hall project from Facility Solutions Group (FSG) in the amount of \$94,931 through a national interlocal agreement with BuyBoard

Presenter

Andy Henning, Senior Building and Construction Projects Manager

Recommended Action

Approve

Analysis

Grand Prairie's renovated City Hall East building will require a significant network infrastructure consisting of a low voltage structured category 6 cabling system for voice and data services to all work area outlets, wireless access points television monitors and security camera locations. The proposal received from FSG includes providing all equipment, installation labor, owner training, testing and commissioning of all systems to ensure proper operation. This vendor has worked with the City of Grand Prairie previously on the Epic project, Warmack Library, Service Center Renovations, Fire Station 3, Fire Station 4, Fire Station 6 and City Hall phase one and City Staff has been appreciative of their consistent high quality work and partnership throughout projects.

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 BuyBoard.

The BuyBoard is able to save money by pooling the impressive purchasing power of their members, which include hundreds of school districts, municipalities, counties, other local governments, and nonprofits across Texas. They use the power of numbers as leverage to achieve better pricing.

BuyBoard contract #558-18 was executed March 1, 2018 on a three year initial term set to expire February 28, 2021 for FSG to provide low voltage electrical network infrastructure equipment and installation services the City requires.

Financial Consideration

Funding in the total amount of \$94,931 is available in Municipal Facilities Capital Projects Fund (405090) W.O.#02002603 (Municipal Complex Phase II) 68410 (Data Processing Equipment)

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

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

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Prof Eng Srv 61041	\$13,360	\$0	\$0	\$0	\$13,360
Bldgs & Grounds Maint 63010	\$5,000	\$4,370	\$0	\$4,370	\$5,000
Office FFE 68290	\$1,200,000	\$1,200,000	\$0	\$1,200,000	\$1,200,000
Security Equip 68380	\$95,000	\$95,000	\$0	\$95,000	\$95,000
Data Proc Equip 68410	\$295,000	\$295,000	\$0	\$295,000	\$295,000
Construction	\$6,650,933	\$6,650,933	\$0	\$6,650,933	\$6,650,933
Eng/Con/Geo 68560	\$40,707	\$40,707	\$0	\$40,707	\$40,707
TOTAL	\$8,300,000	\$8,286,010	\$0	\$8,286,010	\$8,300,000



Legislation Details (With Text)

File #:	20-9671	Version:	1	Name:	CO #2 - TBG Contract for Additional Parking at PGA
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	12/26/2019	In control:		In control:	Parks & Recreation
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Change Order/Amendment No 2 with TBG Partners in the amount of \$44,950 for design of parking lot and modification of overall Master Plan for PlayGrand Adventures				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	20-9671 TBG CO #2 PGA Additional Parking - Budget Summary.pdf				

Date	Ver.	Action By	Action	Result
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From

Steve Plumer, Sr Park Planning Project Manager

Title

Change Order/Amendment No 2 with TBG Partners in the amount of \$44,950 for design of parking lot and modification of overall Master Plan for PlayGrand Adventures

Presenter

Cheryl De Leon, Director of Parks, Arts and Recreation

Recommended Action

Approve

Analysis

On June 5, 2018, the City Council awarded a contract with TBG Partners for design of the PlayGrand Adventures project in the amount of \$320,700 which included a reimbursable allowance not to exceed \$7,500.

Change Order/Amendment No. 1, in the amount of \$10,000 was executed on August 1, 2019 for additional studies to determine next best location for additional parking areas that were outside the scope of Phase 1 documentation set. The additional services did not include schematic design, construction documents or civil engineering of the parking areas.

Change Order/Amendment No. 2, in the amount of \$44,950 is for schematic design, construction documents and civil engineering of remaining onsite parking lot. This change order also includes modification and graphic illustrations for use during future fundraising efforts.

All items will be incorporated into the current TBG Partners contract for a revised total contract amount of \$375,650.

This item was presented to the Finance and Government Committee on January 7, 2020 for review and approval.

Financial Consideration

Funding for Change Order/Amendment No 2 with TBG Partners in the amount of \$44,950 is available in the Parks Capital Project Fund (317193), WO #01613303 (PlayGrand Adventures Phase 1).

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 317193 - 01613303
 Project Title: PlayGrand Adventures
 Current Request: _____

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Minor Equip (60520)	\$135,132	\$27,824	\$0	\$27,824	\$135,132
Contract Service (61065)	\$1,500	\$0	\$0	\$0	\$1,500
Surveys & Studies (61405)	\$4,000	\$0	\$0	\$0	\$4,000
Misc Services (61485)	\$4,025	\$0	\$0	\$0	\$4,025
Land Purchase (68090)	\$370,147	\$0	\$0	\$0	\$370,147
Design - (68450)	\$330,700	\$0		\$0	\$330,700
Construction (68540)	\$5,867,225	\$141,722	\$0	\$141,722	\$5,867,225
Contingency (68570)	\$115,252	\$115,252	\$0	\$115,252	\$115,252
Equipment/Supplies (68640)	\$1,793,994	\$0	\$0	\$0	\$1,793,994
TOTAL	\$8,621,975	\$284,798	\$0	\$284,798	\$8,621,975



Legislation Details (With Text)

File #:	19-9663	Version:	1	Name:	Construction Contract for Ragland Road with McMahon Contracting, L.P.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/20/2019	In control:		In control:	Engineering
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Construction Contract with McMahon Contracting, L.P. in the amount of \$3,522,865.43 for Paving, Drainage and Water Improvements in Ragland Road and Day Miar Road; Material Testing with Kleinfelder in the amount of \$32,416.55; contract contingency in the amount of \$176,143; In-House labor distribution in the amount of \$176,143 for a total project cost of \$3,907,567.98				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Engineer Recommendation Letter of Project Award.pdf 619.76 Ragland.pdf 619.113 Ragland.pdf				

Date	Ver.	Action By	Action	Result
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From

max

Title

Construction Contract with McMahon Contracting, L.P. in the amount of \$3,522,865.43 for Paving, Drainage and Water Improvements in Ragland Road and Day Miar Road; Material Testing with Kleinfelder in the amount of \$32,416.55; contract contingency in the amount of \$176,143; In-House labor distribution in the amount of \$176,143 for a total project cost of \$3,907,567.98

Presenter

Walter Shumac, Director of Transportation; Gabe Johnson, Director of Public Works and Romin Khavari, City Engineer

Recommended Action

Approve

Analysis

On March 3, 2015 the City Council awarded a professional Engineering contract with Freese and Nichols, Inc. (15-4311) for engineering design of adequate roadway, storm drainage, and water and wastewater systems of Ragland Road, Day Miar and Connector roads east of SH 360.

This project provides for 5-lane concrete pavement between SH 360 to transition to 4-lane section at Ragland Rd. and 2-lane concrete pavement between Ragland Rd and Crossroads Christian Church Driveway and Mirabella Drive; the portion of pavement east of Crossroads Christian Church Driveway and Mirabella Dr. will be paved with 2-lane asphalt by Tarrant County; this project will also flatten out the 90° curve between Ragland

and Mirabella Dr.; it also provides for approximately 300' of 3-lane concrete pavement in Day Miar Rd between Ragland Rd and the northernmost driveway entrance of the boat storage facility.

This project also provides for storm drain improvements including 5-10'x8' culverts at Day Miar Road and 3-8'x4' culverts south of Mirabella Dr. it also provides for 12" water main between School Driveway and Mirabella Dr.

The City of Grand Prairie advertised and received a Total of Five (5) bids for this project On December 17, 2019 as follows:

<u>Name</u>	<u>Bid Price</u>
McMahon Contracting, L.P.	\$3,522,865.43
Ed Bell Construction	\$3,687,729.70
Pavecon Public Works, L.P.	\$4,436,205.73
XIT Paving	\$4,514,308.00
Tiseo Paving	\$5,059,648.20

The Engineer's opinion of probable cost was \$3,440,600.00.

City Staff and Freese and Nichols (project consultant) recommends award of the Ragland Road project to McMahon Contracting, L.P. in the amount of \$3,522,865.43 and a duration of 270 calendar days.

Project construction is anticipated to begin in late January 2020 with completion in October 2020.

Financial Consideration

Funding in the total amount of **\$3,907,568** is available as follows:

1. **\$3,451,316** is available in Street Capital Project Fund (400192) WO #01907603 (Ragland Reconstruction)
2. **\$456,252** is available in Water Capital Project Fund (500592) WO #01911303 (Ragland Reconstruction)

December 19, 2019

Romin Khavari, P.E., CFM
City Engineer
City of Grand Prairie
206 W. Church St.
Grand Prairie, TX 75050

Re: Ragland Road, File No. P-1460, W.O. No. 613.119 & 614.103

Dear Mr. Khavari:

Bids for the Ragland Road project (W.O.#614.63) were received and opened publicly on December 17, 2019 at 3:00 PM. Proposal prices were read aloud and verified by Freese and Nichols, Inc. (FNI). Five contractors submitted proposals and a summary of their proposal prices is listed in Table 1. Detailed bid tabulations are also attached.

Table 1 – Bid Summary

Rank	Name	Bid Price
1.	McMahon Contracting, L.P.	\$ 3,522,865.43
2.	Ed Bell Construction	\$ 3,687,729.70
3.	Pavecon Public Works, L.P.	\$ 4,436,205.73
4.	XIT Paving	\$ 4,514,308.00
5.	Tiseo Paving	\$ 5,059,648.20
	Engineer's Opinion of Probable Cost	\$ 3,440,600.00

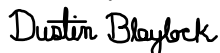
Freese and Nichols' (FNI) opinion of probable construction cost for this project is \$ 3,440,600.00.

FNI has experienced positive results on several similar projects with McMahon Contracting, L.P.. McMahon Contracting, L.P. and is not aware of any reasons to reject McMahon Contracting's bid.

McMahon Contracting is currently under contract for four different projects within the City of Grand Prairie. McMahon does not have any litigation issues associated with any of their current projects within the City of Grand Prairie. A list of references related to the past five years of work is attached. A list of references related to jobs currently in progress is also attached.

FNI recommends award of the Ragland Road project (W.O.#614.63) to McMahon Contracting, L.P. in the amount of \$ 3,522,865.43 and a duration of 240 calendar days.

Sincerely,



Dustin Blaylock, PE
Engineer of Record

cc: George Fanous

Attachments: Bid Tabulation, References (Past 5 Years), References (Jobs in progress)

CITY OF GRAND PRAIRIE																		
Bid Tabulation																		
Ragland Road (W.O. #631.119 & #614.103)																		
Bid Opening Date: December 17, 2019				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Average Bid		Engineer's Estimate		
				McMahon Contracting		Ed Bell Construction		Pavecon Public Works		XIT Paving		Tiseo Paving						
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	
SECTION I - GENERAL																		
101	Streetscaping/irrigation allowance, furnish and install.	1.00	LS	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00	
102	Site preparation including mobilization, clearing and grubbing, fence removal and relocation, work fully performed as per specifications.	42.00	STA	\$	6,756.42	\$	283,769.64	\$	12,600.00	\$	529,200.00	\$	9,513.52	\$	399,567.84	\$	8,500.00	
103	Joint Stormwater Pollution Prevention Plan and specifications, furnish and install complete with NOI and NOT submittals.	1.00	LS	\$	1,121.00	\$	1,121.00	\$	10,000.00	\$	10,000.00	\$	4,681.60	\$	4,681.60	\$	10,000.00	
104	Construction staking, work fully performed as per specifications, complete in place.	1.00	LS	\$	4,720.00	\$	4,720.00	\$	40,000.00	\$	40,000.00	\$	76,320.85	\$	76,320.85	\$	25,000.00	
105	As-Built survey, work fully performed as per specifications, complete in place.	1.00	LS	\$	4,720.00	\$	4,720.00	\$	10,000.00	\$	10,000.00	\$	2,437.40	\$	2,437.40	\$	10,000.00	
106	Barricading and traffic control, complete in place.	1.00	LS	\$	13,194.73	\$	13,194.73	\$	63,000.00	\$	63,000.00	\$	36,880.48	\$	36,880.48	\$	58,000.00	
107	Unclassified excavation, work fully performed as per details and specifications.	6000.00	CY	\$	19.23	\$	115,380.00	\$	13.00	\$	78,000.00	\$	11.76	\$	70,560.00	\$	11.00	
108	Compacted fill (embankment), work fully performed as per details and specifications.	8500.00	CY	\$	3.25	\$	27,625.00	\$	18.00	\$	153,000.00	\$	11.76	\$	99,960.00	\$	11.00	
109	St. Augustine or Bermuda grass solid sod, furnish and install complete in place.	10000.00	SY	\$	8.85	\$	88,500.00	\$	6.00	\$	60,000.00	\$	7.73	\$	77,300.00	\$	4.00	
110	4" Top Soil, furnish and install complete in place.	10000.00	SY	\$	7.38	\$	73,800.00	\$	6.00	\$	60,000.00	\$	5.50	\$	55,000.00	\$	4.00	
111	Adjust Existing Water Valve to Grade, furnish and install complete in place.	2.00	EA	\$	923.23	\$	1,846.46	\$	300.00	\$	600.00	\$	392.00	\$	784.00	\$	250.00	
112	Project signs, furnish and install complete in place.	2.00	EA	\$	491.19	\$	982.38	\$	400.00	\$	800.00	\$	560.00	\$	1,120.00	\$	500.00	
113	Silt fences, furnish and install complete in place.	5070.00	LF	\$	3.02	\$	15,311.40	\$	1.50	\$	7,605.00	\$	1.68	\$	8,517.60	\$	1.65	
114	Silt fences removal, remove per specifications.	5140.00	LF	\$	0.76	\$	3,906.40	\$	0.11	\$	565.40	\$	0.62	\$	3,186.80	\$	0.60	
115	Construction entrance, furnish and install complete in place.	200.00	SY	\$	29.58	\$	5,916.00	\$	30.00	\$	6,000.00	\$	16.74	\$	3,348.00	\$	16.50	
116	Inlet protection, furnish and install complete in place.	70.00	LF	\$	262.46	\$	18,372.20	\$	7.50	\$	525.00	\$	14.56	\$	1,019.20	\$	14.50	
117	Rock filter dams, furnish and install complete in place.	125.00	LF	\$	43.68	\$	5,460.00	\$	30.00	\$	3,750.00	\$	29.68	\$	3,710.00	\$	29.35	
118	Rock filter dams removal, remove per specifications.	125.00	LF	\$	18.25	\$	2,281.25	\$	15.00	\$	1,875.00	\$	15.68	\$	1,960.00	\$	15.50	
Total Bid Amount (Section I)					\$	696,906.46		\$	1,054,920.40		\$	876,353.77		\$	752,370.75		\$	872,063.75
SECTION II - PAVING																		
201	Existing asphalt pavement milling, sawcut and remove, work fully performed.	13500.00	SY	\$	4.13	\$	55,755.00	\$	5.00	\$	67,500.00	\$	6.16	\$	83,160.00	\$	4.00	
202	8" subgrade lime stabilization, including processing, blading, mixing and compacting, as per specifications.	11930.00	SY	\$	4.25	\$	50,702.50	\$	3.00	\$	35,790.00	\$	7.20	\$	85,896.00	\$	7.50	
203	Hydrated lime (slurry) for subgrade stabilization, furnish and install complete in place.	220.00	TON	\$	188.80	\$	41,536.00	\$	175.00	\$	38,500.00	\$	168.50	\$	37,070.00	\$	200.00	
204	Temporary Asphalt Detours and Transitions, furnish and install, maintained, and removed, as per specifications.	1800.00	SY	\$	66.83	\$	120,294.00	\$	54.00	\$	97,200.00	\$	127.64	\$	229,752.00	\$	85.00	
205	9" 4000 PSI reinforced concrete pavement with monolithic curb and No. 4 bars, furnish and install complete in place, as per specifications.	6280.00	SY	\$	62.14	\$	390,239.20	\$	60.00	\$	376,800.00	\$	74.55	\$	468,174.00	\$	70.00	
206	9" 4000 PSI reinforced concrete pavement (High Early Strength) with monolithic curb and No. 4 bars, furnish and install complete in place, as per specifications.	4960.00	SY	\$	82.62	\$	409,795.20	\$	66.00	\$	327,360.00	\$	80.20	\$	397,792.00	\$	125.00	
207	Concrete Drives, furnish and install complete in place, as per specifications.	240.00	SY	\$	76.84	\$	18,441.60	\$	75.00	\$	18,000.00	\$	113.60	\$	27,264.00	\$	75.00	
208	Concrete Retaining Wall, furnish and install complete in place, as per specifications.	2150.00	SF	\$	61.72	\$	132,698.00	\$	30.00	\$	64,500.00	\$	33.60	\$	72,240.00	\$	65.00	
209	Remove existing Concrete Median, sawcut and remove, work fully performed.	640.00	SY	\$	15.72	\$	10,060.80	\$	15.00	\$	9,600.00	\$	23.75	\$	15,200.00	\$	10.00	
210	Concrete Flume, furnish and install complete in place, as per specifications	6.00	SY	\$	177.00	\$	1,062.00	\$	200.00	\$	1,200.00	\$	347.75	\$	2,086.50	\$	500.00	
211	Metal Beam Guard Fence, furnish and install complete in place, as per specifications.	470.00	LF	\$	30.68	\$	14,419.60	\$	25.00	\$	11,750.00	\$	29.12	\$	13,686.40	\$	30.00	
212	Single Guardrail Terminal (SGT), furnish and install complete in place, as per specifications	4.00	EA	\$	4,307.00	\$	17,228.00	\$	4,000.00	\$	16,000.00	\$	4,088.00	\$	16,352.00	\$	4,000.00	
213	Combination Rail Type C1W, furnish and install complete in place, as per specifications	526.00	LF	\$	193.82	\$	101,949.32	\$	200.00	\$	105,200.00	\$	224.00	\$	117,824.00	\$	165.00	
214	Concrete Header (Type A), furnish and install complete in place, as per specifications	60.00	LF	\$	21.12	\$	1,267.20	\$	25.00	\$	1,500.00	\$	21.65	\$	1,299.00	\$	5.00	
Total Bid Amount (Section II)					\$	1,365,448.42		\$	1,170,900.00		\$	1,567,795.90		\$	1,684,415.00		\$	1,779,708.00
SECTION III - SIGNING, STRIPING AND LIGHTING																		
301	4" solid white reflective pavement marker, furnish and install complete in place, as per plans.	4710.00	LF	\$	1.24	\$	5,840.40	\$	1.27	\$	5,981.70	\$	1.18	\$	5,557.80	\$	1.10	
302	4" broken white reflective pavement marker, furnish and install complete in place, as per plans.	160.00	LF	\$	1.24	\$	198.40	\$	1.27	\$	203.20	\$	1.18	\$	188.80	\$	1.10	
303	8" solid white reflective pavement marker, furnish and install complete in place, as per plans.	170.00	LF	\$	2.36	\$	401.20	\$	2.53	\$	430.10	\$	2.24	\$	380.80	\$	2.25	
304	12" solid white reflective pavement marker, furnish and install complete in place, as per plans.	460.00	LF	\$	4.72	\$	2,171.20	\$	7.98	\$	3,670.80	\$	4.48	\$	2,060.80	\$	4.45	
305	24" solid white reflective pavement marker, furnish and install complete in place, as per plans.	25.00	LF	\$	7.08	\$	177.00	\$	15.68	\$	392.00	\$	6.72	\$	168.00	\$	6.65	
306	4" solid yellow reflective pavement marker, furnish and install complete in place, as per plans.	10100.00	LF	\$	1.24	\$	12,524.00	\$	1.27	\$	12,827.00	\$	1.18	\$	11,918.00	\$	1.10	
307	12" solid yellow reflective pavement marker, furnish and install complete in place, as per plans.	550.00	LF	\$	4.72	\$	2,596.00	\$	7.98	\$	4,389.00	\$	4.48	\$	2,464.00	\$	4.45	
308	Arrow white reflective pavement marker, furnish and install complete in place, as per plans.	4.00	EA	\$	153.40	\$	613.60	\$	236.50	\$	946.00	\$	145.60	\$	582.40	\$	145.00	
309	4" two way yellow reflective raised marker, furnish and install complete in place, including pavement preparation.	260.00	EA	\$	4.72	\$	1,227.20	\$	4.79	\$	1,245.40	\$	4.48	\$	1,164.80	\$	4.45	
310	4" two way white/red reflective raised marker, furnish and install complete in place.	60.00	EA	\$	4.72	\$	283.20	\$	4.79	\$	287.40	\$	4.48	\$	268.80	\$	4.45	
311	Roadside sign assembly, furnish and install complete in place.	2.00	EA	\$	548.70	\$	1,097.40	\$	467.50	\$	935.00	\$	520.80	\$	1,041.60	\$	550.00	
312	Light pole foundation, furnish and install complete in place, as per plans.	32.00	EA	\$	1,475.00	\$	47,200.00	\$	1,375.00	\$	44,000.00	\$	1,400.00	\$	44,800.00	\$	1,385.00	
313	Pull Box, furnish and install complete in place, as per plans.	32.00	EA	\$	973.50	\$	31,152.00	\$	907.50	\$	29,040.00	\$	924.00	\$	29,568.00	\$	915.00	
314	2" SCH 40 PVC street light conduit, furnish and install complete in place, as per plans; with pull string.	4290.00	LF	\$	12.10	\$	51,909.00	\$	11.28	\$	48,391.20	\$	11.48	\$	49,249.20	\$	11.00	
315	Landscape Improvements, furnish and install complete in place, as per details.	1.00	LS	\$	88,146.00	\$	88,146.00	\$	75,000.00	\$	75,000.00	\$	122,907.70	\$	122,907.70	\$	105,000.00	
Total Bid Amount (Section III)					\$	245,536.60		\$	227,738.80		\$	272,320.70		\$	250,404.25		\$	252,490.00

CITY OF GRAND PRAIRIE																	
Bid Tabulation																	
Ragland Road (W.O. #631.119 & #614.103)																	
Bid Opening Date: December 17, 2019				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Average Bid		Engineer's Estimate	
				McMahon Contracting		Ed Bell Construction		Pavecon Public Works		XIT Paving		Tiseo Paving					
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
SECTION IV - DRAINAGE																	
401	18" CL III RCP storm drain pipe, furnish and install complete in place, including embedment.	196.00	LF	\$ 83.48	\$ 16,362.08	\$ 63.00	\$ 12,348.00	\$ 78.40	\$ 15,366.40	\$ 220.00	\$ 43,120.00	\$ 90.20	\$ 17,679.20	\$ 107.02	\$ 20,975.14	\$ 60.00	\$ 11,760.00
402	24" CL III RCP storm drain pipe, furnish and install complete in place, including embedment.	594.00	LF	\$ 102.07	\$ 60,629.58	\$ 73.50	\$ 43,659.00	\$ 98.56	\$ 58,544.64	\$ 133.00	\$ 79,002.00	\$ 115.50	\$ 68,607.00	\$ 104.53	\$ 62,088.44	\$ 75.00	\$ 44,550.00
403	30" CL III RCP storm drain pipe, furnish and install complete in place, including embedment.	258.00	LF	\$ 139.69	\$ 36,040.02	\$ 105.00	\$ 27,090.00	\$ 119.84	\$ 30,918.72	\$ 155.00	\$ 39,990.00	\$ 144.10	\$ 37,177.80	\$ 132.73	\$ 34,243.31	\$ 92.00	\$ 23,736.00
404	42" CL III RCP storm drain pipe, furnish and install complete in place, including embedment.	251.00	LF	\$ 187.43	\$ 47,044.93	\$ 157.50	\$ 39,532.50	\$ 196.00	\$ 49,196.00	\$ 245.00	\$ 61,495.00	\$ 240.90	\$ 60,465.90	\$ 205.37	\$ 51,546.87	\$ 140.00	\$ 35,140.00
405	8'x4' CL III RCB storm drain box, furnish and install complete in place, including embedment.	189.00	LF	\$ 599.30	\$ 113,267.70	\$ 414.00	\$ 78,246.00	\$ 567.84	\$ 107,321.76	\$ 725.00	\$ 137,025.00	\$ 726.00	\$ 137,214.00	\$ 606.43	\$ 114,614.89	\$ 480.00	\$ 90,720.00
406	10'x8' CL III RCB storm drain box, furnish and install complete in place, including embedment.	376.00	EA	\$ 577.56	\$ 217,162.56	\$ 750.00	\$ 282,000.00	\$ 1,064.00	\$ 400,064.00	\$ 1,130.00	\$ 424,880.00	\$ 1,430.00	\$ 537,680.00	\$ 990.31	\$ 372,357.31	\$ 600.00	\$ 225,600.00
407	8'x4' Wingwall, furnish and install complete in place, as per specifications.	2.00	EA	\$ 30,607.52	\$ 61,215.04	\$ 20,000.00	\$ 40,000.00	\$ 92,053.92	\$ 184,107.84	\$ 6,095.00	\$ 12,190.00	\$ 40,700.00	\$ 81,400.00	\$ 37,891.29	\$ 75,782.58	\$ 25,000.00	\$ 50,000.00
408	10'x8' Wingwall, furnish and install complete in place, as per specifications.	2.00	EA	\$ 49,531.78	\$ 99,063.56	\$ 50,000.00	\$ 100,000.00	\$ 127,639.68	\$ 255,279.36	\$ 6,870.00	\$ 13,740.00	\$ 102,300.00	\$ 204,600.00	\$ 67,268.29	\$ 134,536.58	\$ 40,000.00	\$ 80,000.00
409	Pedestrian Handrail, furnish and install complete in place, as per plans and specifications.	216.00	LF	\$ 102.91	\$ 22,228.56	\$ 100.00	\$ 21,600.00	\$ 179.20	\$ 38,707.20	\$ 165.00	\$ 35,640.00	\$ 385.00	\$ 83,160.00	\$ 186.42	\$ 40,267.15	\$ 100.00	\$ 21,600.00
410	Trench safety, furnish and install complete in place, including sheeting, shoring and bracing where required by OSHA Standards that are in effect at the time of bid opening.	1795.00	LF	\$ 2.37	\$ 4,254.15	\$ 2.00	\$ 3,590.00	\$ 1.12	\$ 2,010.40	\$ 2.00	\$ 3,590.00	\$ 2.25	\$ 4,038.75	\$ 1.95	\$ 3,496.66	\$ 1.25	\$ 2,243.75
411	Standard Type "B" 6' Storm Sewer Manhole, furnish and install complete in place, as per specifications.	2.00	EA	\$ 7,906.00	\$ 15,812.00	\$ 7,500.00	\$ 15,000.00	\$ 9,576.00	\$ 19,152.00	\$ 8,500.00	\$ 17,000.00	\$ 9,680.00	\$ 19,360.00	\$ 8,632.40	\$ 17,264.80	\$ 4,500.00	\$ 9,000.00
412	10' Standard curb inlet, furnish and install complete in place, as per specifications.	2.00	EA	\$ 5,410.30	\$ 10,820.60	\$ 5,250.00	\$ 10,500.00	\$ 4,088.00	\$ 8,176.00	\$ 5,650.00	\$ 11,300.00	\$ 6,710.00	\$ 13,420.00	\$ 5,421.66	\$ 10,843.32	\$ 4,200.00	\$ 8,400.00
413	15' Standard Recessed curb inlet, furnish and install complete in place, as per specifications.	2.00	EA	\$ 7,923.70	\$ 15,847.40	\$ 7,350.00	\$ 14,700.00	\$ 6,104.00	\$ 12,208.00	\$ 8,100.00	\$ 16,200.00	\$ 9,790.00	\$ 19,580.00	\$ 7,853.54	\$ 15,707.08	\$ 5,500.00	\$ 11,000.00
414	20' Standard Recessed curb inlet, furnish and install complete in place, as per specifications.	1.00	EA	\$ 9,027.00	\$ 9,027.00	\$ 8,400.00	\$ 8,400.00	\$ 8,120.00	\$ 8,120.00	\$ 10,100.00	\$ 10,100.00	\$ 11,000.00	\$ 11,000.00	\$ 9,329.40	\$ 9,329.40	\$ 15,000.00	\$ 15,000.00
415	Stone RipRap (Common)(Grout), furnish and install complete in place, as per plans and specifications.	260.00	CY	\$ 176.61	\$ 45,918.60	\$ 200.00	\$ 52,000.00	\$ 319.20	\$ 82,992.00	\$ 330.00	\$ 85,800.00	\$ 550.00	\$ 143,000.00	\$ 315.16	\$ 81,942.12	\$ 200.00	\$ 52,000.00
416	Concrete RipRap, furnish and install complete in place, as per plans and specifications.	30.00	CY	\$ 655.95	\$ 19,678.50	\$ 550.00	\$ 16,500.00	\$ 515.20	\$ 15,456.00	\$ 885.00	\$ 26,550.00	\$ 704.00	\$ 21,120.00	\$ 662.03	\$ 19,860.90	\$ 500.00	\$ 15,000.00
417	10' Standard Recessed curb inlet, furnish and install complete in place, as per specifications.	1.00	EA	\$ 5,410.30	\$ 5,410.30	\$ 5,250.00	\$ 5,250.00	\$ 4,480.00	\$ 4,480.00	\$ 6,100.00	\$ 6,100.00	\$ 6,710.00	\$ 6,710.00	\$ 5,590.06	\$ 5,590.06	\$ 4,800.00	\$ 4,800.00
418	Reinforced Concrete Toe Wall, furnish and install complete in place, as per specifications.	47.00	CY	\$ 627.86	\$ 29,509.42	\$ 945.00	\$ 44,415.00	\$ 602.56	\$ 28,320.32	\$ 885.00	\$ 41,595.00	\$ 847.00	\$ 39,809.00	\$ 781.48	\$ 36,729.75	\$ 600.00	\$ 28,200.00
419	12" CL III RCP storm drain pipe, furnish and install complete in place, including embedment.	52.00	LF	\$ 86.58	\$ 4,502.16	\$ 100.00	\$ 5,200.00	\$ 73.36	\$ 3,814.72	\$ 275.00	\$ 14,300.00	\$ 77.00	\$ 4,004.00	\$ 122.39	\$ 6,364.18	\$ 60.00	\$ 3,120.00
420	15" CL III RCP storm drain pipe, furnish and install complete in place, including embedment.	92.00	LF	\$ 68.68	\$ 6,318.56	\$ 120.00	\$ 11,040.00	\$ 75.04	\$ 6,903.68	\$ 278.00	\$ 25,576.00	\$ 82.50	\$ 7,590.00	\$ 124.84	\$ 11,485.65	\$ 65.00	\$ 5,980.00
421	36" CL III RCP storm drain pipe, furnish and install complete in place, including embedment.	25.00	LF	\$ 217.90	\$ 5,447.50	\$ 180.00	\$ 4,500.00	\$ 153.44	\$ 3,836.00	\$ 345.00	\$ 8,625.00	\$ 187.00	\$ 4,675.00	\$ 216.67	\$ 5,416.70	\$ 120.00	\$ 3,000.00
422	Precast Safety End Treatment Type II - Parallel (12"), furnish and install complete in place, including embedment.	4.00	EA	\$ 1,339.64	\$ 5,358.56	\$ 735.00	\$ 2,940.00	\$ 1,960.00	\$ 7,840.00	\$ 4,350.00	\$ 17,400.00	\$ 3,410.00	\$ 13,640.00	\$ 2,358.93	\$ 9,435.71	\$ 2,500.00	\$ 10,000.00
423	Precast Safety End Treatment Type II - Parallel (15"), furnish and install complete in place, including embedment.	2.00	EA	\$ 1,339.65	\$ 2,679.30	\$ 735.00	\$ 1,470.00	\$ 2,240.00	\$ 4,480.00	\$ 2,525.00	\$ 5,050.00	\$ 3,465.00	\$ 6,930.00	\$ 2,060.93	\$ 4,121.86	\$ 2,800.00	\$ 5,600.00
424	Precast Safety End Treatment Type II - Parallel (18"), furnish and install complete in place, including embedment.	6.00	EA	\$ 1,527.26	\$ 9,163.56	\$ 840.00	\$ 5,040.00	\$ 2,800.00	\$ 16,800.00	\$ 4,545.00	\$ 27,270.00	\$ 3,630.00	\$ 21,780.00	\$ 2,668.45	\$ 16,010.71	\$ 3,000.00	\$ 18,000.00
425	Precast Safety End Treatment Type II - Parallel (30"), furnish and install complete in place, including embedment.	2.00	EA	\$ 2,400.47	\$ 4,800.94	\$ 2,520.00	\$ 5,040.00	\$ 3,920.00	\$ 7,840.00	\$ 7,755.00	\$ 15,510.00	\$ 5,940.00	\$ 11,880.00	\$ 4,507.09	\$ 9,014.19	\$ 3,500.00	\$ 7,000.00
426	Precast Safety End Treatment Type II - Parallel (36"), furnish and install complete in place, including embedment.	2.00	EA	\$ 3,668.97	\$ 7,337.94	\$ 3,150.00	\$ 6,300.00	\$ 6,160.00	\$ 12,320.00	\$ 9,975.00	\$ 19,950.00	\$ 7,700.00	\$ 15,400.00	\$ 6,130.79	\$ 12,261.59	\$ 5,000.00	\$ 10,000.00
Total Bid Amount (Section IV)					\$ 874,900.52		\$ 856,360.50		\$ 1,384,255.04		\$ 1,198,998.00		\$ 1,591,920.65		\$ 1,181,286.94		\$ 791,500.00
SECTION V - WATER																	
501	12" PVC DR-18 C900 Water Main, furnish and install complete in place, including backfill, fittings, and clean up.	2720	LF	\$ 63.04	\$ 171,468.80	\$ 65.00	\$ 176,800.00	\$ 53.20	\$ 144,704.00	\$ 89.00	\$ 242,080.00	\$ 110.00	\$ 299,200.00	\$ 76.05	\$ 206,850.56	\$ 144.00	\$ 391,680.00
502	12" PVC DR-14 C900 Water Main by Other than Open Cut, furnish and install complete in place, including backfill, fittings, and clean up.	96	LF	\$ 152.31	\$ 14,621.76	\$ 225.00	\$ 21,600.00	\$ 62.72	\$ 6,021.12	\$ 430.00	\$ 41,280.00	\$ 454.30	\$ 43,612.80	\$ 264.87	\$ 25,427.14	\$ 110.00	\$ 10,560.00
503	8" PVC DR-18 C900 Water Main, furnish and install complete in place, including backfill, fittings, and clean up.	20	LF	\$ 69.54	\$ 1,390.80	\$ 160.00	\$ 3,200.00	\$ 64.96	\$ 1,299.20	\$ 118.00	\$ 2,360.00	\$ 96.80	\$ 1,936.00	\$ 101.86	\$ 2,037.20	\$ 96.00	\$ 1,920.00
504	20" Steel Casing Pipe by Other than Open Cut, furnish and install complete in place.	55	LF	\$ 110.94	\$ 6,101.70	\$ 400.00	\$ 22,000.00	\$ 431.20	\$ 23,716.00	\$ 665.00	\$ 36,575.00	\$ 709.50	\$ 39,022.50	\$ 463.33	\$ 25,483.04	\$ 250.00	\$ 13,750.00
505	Right-of-Way Waterline Adjustment, include additional LF associated with waterline adjustment, complete in place as described in the technical notes.	90	LF	\$ 188.30	\$ 16,947.00	\$ 225.00	\$ 20,250.00	\$ 84.00	\$ 7,560.00	\$ 275.00	\$ 24,750.00	\$ 47.30	\$ 4,257.00	\$ 163.92	\$ 14,752.80	\$ 150.00	\$ 13,500.00
506	12" Gate Valve, furnish and install complete in place.	4	EA	\$ 2,699.84	\$ 10,799.36	\$ 3,000.00	\$ 12,000.00	\$ 2,800.00	\$ 11,200.00	\$ 4,500.00	\$ 18,000.00	\$ 3,410.00	\$ 13,640.00	\$ 3,281.97	\$ 13,127.87	\$ 3,500.00	\$ 14,000.00
507	8" Gate Valve, furnish and install complete in place.	3	EA	\$ 1,787.90	\$ 5,363.70	\$ 2,000.00	\$ 6,000.00	\$ 1,680.00	\$ 5,040.00	\$ 2,670.00	\$ 8,010.00	\$ 1,980.00	\$ 5,940.00	\$ 2,023.58	\$ 6,070.74	\$ 2,500.00	\$ 7,500.00
508	2" Combination Air and Vacuum Valve, furnish and install complete in place.	1	EA	\$ 3,616.45	\$ 3,616.45	\$ 12,000.00	\$ 12,000.00	\$ 10,472.00	\$ 10,472.00	\$ 17,735.00	\$ 17,735.00	\$ 12,980.00	\$ 12,980.00	\$ 11,360.69	\$ 11,360.69	\$ 3,500.00	\$ 3,500.00
509	9" Blow Off Valve Assembly, furnish and install complete in place.	1	EA	\$ 7,785.16	\$ 7,785.16	\$ 4,000.00	\$ 4,000.00	\$ 11,200.00	\$ 11,200.00	\$ 10,200.00	\$ 10,200.00	\$ 7,150.00	\$ 7,150.00	\$ 8,067.03	\$ 8,067.03	\$ 4,000.00	\$ 4,000.00
510	Fire Hydrant Assembly, furnish and install complete in place, including 6" gate valve, FH lead, and, if necessary, an extension and reflectorized pavement marker.	7	EA	\$ 3,538.46	\$ 24,769.22	\$ 5,000.00	\$ 35,000.00	\$ 5,471.20	\$ 38,298.40	\$ 8,200.00	\$ 57,400.00	\$ 5,720.00	\$ 40,040.00	\$ 5,585.93	\$ 39,101.52	\$ 5,000.00	\$ 35,000.00
511	Relocate Existing 8" Water Meter, install complete in place, including removal of existing meter.	1	EA	\$ 58,322.71	\$ 58,322.71	\$ 31,500.00	\$ 31,500.00	\$ 59,360.00	\$ 59,360.00	\$ 79,800.00	\$ 79,800.00	\$ 60,500.00	\$ 60,500.00	\$ 57,896.54	\$ 57,896.54	\$ 5,000.00	\$ 5,000.00
512	Connection to Existing 12" GP WL, furnish and install, work fully performed.	1	EA	\$ 2,623.17	\$ 2,623.1												

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 400192 /01907603
 Project Title: Ragland Reconstruction
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Easement Title Purch 68091	\$59,486	\$0	\$0	\$0	\$59,486
Construction 68540	\$3,389,518	\$3,389,518	\$0	\$3,389,518	\$3,389,518
Eng/Con/Geo 68560	\$103,426	\$28,935	\$0	\$28,935	\$103,426
ROW/Easement 68610	\$6,000	\$0	\$0	\$0	\$6,000
Labor 68999	\$157,223	\$157,223	\$0	\$157,223	\$157,223
				\$0	\$0
				\$0	\$0
TOTAL	\$3,715,653	\$3,575,676	\$0	\$3,575,676	\$3,715,653

CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 500592 / 01911303
Project Title: Ragland Reconstruction
Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Construction 68540	\$437,750	\$437,750	\$0	\$437,750	\$437,750
Eng/Con/Geo 68560	\$51,500	\$51,500	\$0	\$51,500	\$51,500
Labor 68999	\$25,750	\$25,750	\$0	\$25,750	\$25,750
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$515,000	\$515,000	\$0	\$515,000	\$515,000



Legislation Details (With Text)

File #:	19-9664	Version:	1	Name:	Contract with LandCare for landscape maintenance in Peninsula PID (Council Districts 4 and 6) Contract with LandCare for landscape maintenance in Peninsula PID (Council Districts 4 and 6) Contract with LandCare for landscape maintenance in Peninsula PI
Type:	Agenda Item	Status:			Consent Agenda
File created:	12/20/2019	In control:			City Council
On agenda:	1/7/2020	Final action:			
Title:	Contract with LandCare for Landscape Maintenance for one year in the amount of \$693,500 in Peninsula PID (Council Districts 4 and 6)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A PNPID Budget Peninsula FY20.pdf				

Date	Ver.	Action By	Action	Result
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From

Lee Harriss, Special District Administrator

Title

Contract with LandCare for Landscape Maintenance for one year in the amount of \$693,500 in Peninsula PID (Council Districts 4 and 6)

Presenter

Lee Harriss, Special District Administrator

Recommend Action

Approve

Analysis

The PID Board recommended that LandCare be awarded a contract for landscape and irrigation system maintenance services. The term extends from February 1, 2020 through January 31, 2021. LandCare had the contract last year and performed satisfactorily.

Texas Local Government Code, Chapter 252.022 (a) (9) exempts public improvement districts from competitive bidding requirements. Per that statute, the PID Advisory Board is empowered to enter into contracts such as the ones with LandCare following approval by the City Council.

Financial Consideration

Funds for this contract are available from annual assessments adopted by the City Council on September 17, 2019, which are estimated to generate \$1,688,527 for the fiscal year.

GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 8
Peninsula
Five Year Service Plan 2020 - 2024 BUDGET

Income based on Assessment Rate of \$0.12 per \$100 of appraised value.
Service Plan projects a 1% increase in assessed value per year.

INCOME:	Value	Assess Rate	Revenue
Appraised Value	1,407,106,088	\$ 0.12	\$ 1,688,527

Description	Account	2020	2021	2022	2023	2024
Beginning Balance (Estimated)		\$ 536,515	\$ 635,333	\$ 1,106,371	\$ 1,626,080	\$ 2,194,825
P.I.D. Assessment	42620	\$ 1,688,527	1,749,522	1,811,567	1,874,679	1,938,871
Developer Participation (L V & M L)	46110	25,000	25,000	25,000	25,000	25,000
City Contribution	49780	81,830	81,830	81,830	81,830	81,830
TOTAL INCOME		\$ 1,795,357	\$ 1,856,352	\$ 1,918,397	\$ 1,981,509	\$ 2,045,701
Amount Available		\$ 2,331,872	\$ 2,491,685	\$ 3,024,769	\$ 3,607,589	\$ 4,240,526

EXPENSES:		2020	2021	2022	2023	2024
Description						
Supplies	60020	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Decorations	60132	70,000	70,000	70,000	70,000	70,000
Beautification	60490	25,000	25,000	25,000	25,000	25,000
Wall Maintenance	60776	160,000	160,000	160,000	160,000	160,000
Professional Engineering Services	61041	-	-	-	-	-
Banners	61601	15,000	15,000	15,000	15,000	15,000
Mowing	61225	615,000	615,000	615,000	615,000	615,000
Collection Service	61380	10,739	11,014	11,289	11,564	11,839
Misc.	61485	600	600	600	600	600
Accounting/Audit		-	-	-	-	-
Admin./Management	61510	26,000	26,000	26,000	26,000	26,000
Postage	61520	100	100	100	100	100
Electric Power	62030	40,000	42,000	44,100	46,300	48,600
Water Utility	62035	210,000	220,500	231,500	243,100	255,300
Bldgs And Grounds Maint.	63010	-	-	-	-	-
Pond Maint-Aquatic	63038	54,000	54,000	54,000	54,000	54,000
Pond Maint-Equipment	63039	25,000	25,000	25,000	25,000	25,000
Water Well Maintenance	63045	5,000	5,000	5,000	5,000	5,000
Irrigation System Maintenance	63065	50,000	50,000	50,000	50,000	50,000
Decorative Roadway Signs Maint	63115	34,000	15,000	15,000	15,000	15,000
Playgrounds/Picnic Area Maint.	63135	3,500	3,500	3,500	3,500	3,500
Decorative Lighting Maint.	63146	25,000	25,000	25,000	25,000	25,000
Property Insurance Premium	64080	3,500	3,500	3,500	3,500	3,500
Liability Insurance Premium	64090	2,600	2,600	2,600	2,600	2,600
Pond Improvement	68206	305,000	-	-	-	-
Landscaping	68250	-	-	-	-	-
Irrigation Systems	68635	-	-	-	-	-
Water Wells (Tr To Wter, 5005)	90009	16,000	16,000	16,000	16,000	16,000
		-	-	-	-	-
TOTAL EXPENSES		\$ 1,696,539	\$ 1,385,314	\$ 1,398,689	\$ 1,412,764	\$ 1,427,539
Ending Balance		\$ 635,333	\$ 1,106,371	\$ 1,626,080	\$ 2,194,825	\$ 2,812,988

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.	
\$100,000	\$120	
\$200,000	\$240	
\$300,000	\$360	
\$400,000	\$480	
\$500,000	\$600	
\$600,000	\$720	
\$700,000	\$840	
		Avg. Property Value: \$ 360,334
		Avg. Property Assessment: \$ 432
		No. of Properties: 3,905



Legislation Details (With Text)

File #:	20-9675	Version:	1	Name:	2020 DSHS Tobacco Grant
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/26/2019	In control:		In control:	Police
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Authorize the City Manager to accept a grant from the Texas Department of State Health Services (DSHS), Tobacco Prevention and Control Branch Tobacco Enforcement Program, through an Interlocal Agreement with Texas State University up to the amount of \$37,500 for the purpose of compliance-related activities of tobacco retailers.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Grand Prairie PD TEP FY20 Contract.pdf				

Date	Ver.	Action By	Action	Result
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From

Fred Bates, Jr.

Title

Authorize the City Manager to accept a grant from the Texas Department of State Health Services (DSHS), Tobacco Prevention and Control Branch Tobacco Enforcement Program, through an Interlocal Agreement with Texas State University up to the amount of \$37,500 for the purpose of compliance-related activities of tobacco retailers.

Presenter

Steve Dye, Chief of Police / Deputy City Manager, and Daniel Scesney, Assistant Chief of Police

Recommended Action

Approve

Analysis

The Grand Prairie Police Department continues to advance efforts within its purview to maintain the quality of life for the citizens of the City through community policing initiatives. The Department has sought to establish relationships with Federal and State agencies to enhance these efforts. One such area of community concern is the use of tobacco among minors. Research has shown that the control of the sales of tobacco to minors in the retail environment significantly reduces the incidents of the use of tobacco products among minors.

The Texas Department of State Health Services (DSHS), Tobacco Prevention and Control Branch has awarded the City of Grand Prairie a grant up to the amount of \$37,500 to fund retail compliance checks; random, unannounced inspections; and retailer and judicial education of tobacco retailers in the City. The DSHS grant is contracted through an Interlocal Agreement with Texas State University in compliance with Interlocal Cooperation Act, Chapter 791, Texas Government Code, becomes effective upon execution of the contract and

extends through August 31, 2020.

The Police Department will use this funding to conduct periodic retail compliance checks with various surveillance and enforcement operations. Along with enforced retail compliance, minors are also further educated about the laws that regulate underage tobacco use. Upon the completion of the yearlong grant operation, the statistical results will be forwarded to the Texas Department of State Health Services (DSHS).

Financial Consideration

None. There is no City cash match required.

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF HAYS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties

The Receiving Party: **Texas State University ("Texas State")** an institution of higher education and agency of the State of Texas.

*Texas School Safety Center
415 N. Guadalupe, #164
San Marcos, Texas 78666*

The Performing Party: **City of Grand Prairie** a local government of the State of Texas

*City of Grand Prairie Police Department
317 College Street
Grand Prairie, TX 75050*

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

Conduct **300** controlled buy/stings and follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Work shall be performed following the details outlined in attached **Exhibit A – Scope of Work**, and **Exhibit B – Performance Measures**.

III. Basis for Calculating Reimbursable Costs

Performing Party shall be paid \$125.00 for each correct and completed controlled buy/sting and follow-up reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 6/2019)) **(for a maximum of 300 Controlled Buy/Stings and Follow-ups x \$125.00 each for a total of \$37,500.00)**. Payment will be based on the receipt and approval of an invoice for services following the details outlined in attached **Exhibit C – Payment for Services**.

IV. Contract Amount

The total amount of this Contract shall not exceed THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 CENTS (\$37,500.00). This is the maximum amount collectable under the Contract as written.

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party in the form of a contract from the Department of State Health Services and/or the Texas Health and Human Services Commission to fund local law enforcement agencies to enforce *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*.

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in *Texas Government Code 403.105 – Permanent Fund for Health and Tobacco Education and Enforcement*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in *Chapter 161.088, Texas Health and Safety Code and Chapter 791, Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is effective **upon execution of this contract** and shall terminate on **August 31, 2020**.

VIII. Termination

In the event of a material failure by a Performing Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon **30 days'** advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the **30-day** period.

IX. Other Provisions

Entire Contract; Modifications. This Contract supersedes all prior agreements, written or oral, between Receiving Party and Performing Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Agency and Performing Agency.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Certification. The Receiving Party and the Performing Party certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Performing Party and the Receiving Party have executed and delivered this Contract to be effective as of the Effective Date.

PERFORMING PARTY
City of Grand Prairie

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

RECEIVING PARTY
Texas State University

By _____
Name _____
Title _____
Date _____

EXHIBIT A SCOPE OF WORK

The Performing Party shall diligently render the following performance:

Contract funds shall be used to support the enforcement activities and additional program requirements outlined below. The Performing Party shall meet the assigned Performance Measures assigned in Exhibit B.

1. Enforcement Activities

The Performing Party shall:

- a. Conduct Controlled Buy/Stings and Follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Refer to **Exhibit B Schedule – Performance Measures**, for the number of controlled buy/stings to be conducted.
- b. Conduct controlled buy/stings and follow-ups in target areas to include high retail density, low socio economic, high risk areas, and local perspective of previous sales to minors and/or complaints received.
- c. Record the results of the controlled buy/stings conducted using the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 6/2019)) provided by the Texas School Safety Center at Texas State University.
- d. Use non-smoking male and female minors ages 15 –18 (born on or after September 1, 2001) in accordance with *Texas Health and Safety Code, Chapter 161.088 – Enforcement; Announced Inspections*.
- e. Use the State Comptroller of Public Accounts most recent Tobacco Permitted Retail Outlet List and Sale and Use Tax Outlet List of e-cigarette retail outlets for the controlled buy/stings to obtain retail outlet name, address, and tobacco permit numbers.
- f. Conduct follow-up controlled buy/stings of retail outlets found to be in violation of the sale of cigarettes, e-cigarettes, or tobacco products to minors. Reasons for follow-up may include: 1) repeated violations, 2) knowledge of historical perspective of previous sales to minors, and /or 3) complaints received where a follow-up is needed. Follow-up controlled buy/stings shall be conducted within two to ten (2-10) days of original controlled buy/sting.

2. Training Activities

The Performing Party shall:

- a. Participate in a web-based training session conducted by Texas School Safety Center at Texas State University prior to implementation of contract activities.
Representative(s) shall include the person(s) assigned to the implementation of the contract activities, and/or the supervisor overseeing the day-to-day activities of this contract, and the person(s) conducting the enforcement activities outlined in Exhibit A – Scope of Work.
- b. Participate in any and all ongoing technical assistance and training activities offered by the Texas School Safety Center at Texas State University.

3. Reporting Requirements

The Performing Party shall:

- a. Submit a completed Monthly Summary and Invoice form (TEP-101 (Rev 1/2020)) provided by the Texas School Safety Center at Texas State University that tallies the number of controlled buy/stings and follow-ups conducted and number of citations issued within the performance reporting period.
- b. Submit billing information for services provided in the invoice section of the Monthly Summary and Invoice form (TEP-101 (Rev 1/2020)). Payment amount for services is outlined in **Exhibit C – Payment for Services**. The Monthly Summary and Invoice form (TEP-101 (Rev 1/2020)) shall be signed by the designated authorized official
- c. Attach completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 6/2019)) for each controlled buy/sting conducted for the performance reporting period. The total activity reported shall correspond to the pre-established monthly goal listed in the Work Plan (TEP-100 (Rev 3/2019)).
- d. The Monthly Summary and Invoice form (TEP-101 (Rev 1/2020)) shall be submitted to the Texas School Safety Center on the first day of the month. The report may be mailed to the Texas School Safety Center, Attn. Bea Pyle, 415 N. Guadalupe, #164, San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.
- e. Texas School Safety Center forwards violation information to the Comptroller of Public Accounts as required by law, (*Texas Health & Safety Code, Section 161.090 Reports of Violation*) by the 10th working day of the month for activity of the previous month.

4. Additional Program Requirements

The Performing Party shall:

- a. Assign a minimum of one (1) agency representative to the implementation of the activities of this contract, and provide the name(s) of any key personnel changes that impact the requirements of this contract to via email: beapyle@txstate.edu or phone: 512-245-0821.

- b. Coordinate enforcement activities with other law enforcement agencies within the Performing Party's area. Coordination of services shall include but not limited to resources such as officers and minor decoys to maintain integrity of the undercover operation in testing compliance with tobacco sales to minors.
- c. Performing Party shall maintain specific, detailed supporting documentation of all programmatic records used in the course of conducting the Controlled Buy/Stings for a minimum of 4 years.

EXHIBIT B PERFORMANCE MEASURES

The following performance measures will be used to measure compliance with the services rendered as described in Exhibit A, Scope of Work.

The Performing Party shall:

1. Conduct the number of activities for this contract period as follows:
 - a. Total number of controlled buy/stings and follow-ups using minors as decoys: **300**
 - i. In at least 25% of all controlled buy/stings conducted, the minor must attempt to purchase an e-cigarette, component, part, or accessory.
 - ii. Minimum number of e-cigarette attempts: **75**
 - b. A performance measure will not be assigned for follow-up of controlled buy/stings as a result of local perspective of previous sales to minors and/or complaints received. However, contractor is required to conduct follow-up of retail outlets not in compliance and report the activity monthly.
2. The Performing Party shall follow the Work Plan's (TEP-100 (Rev 3/2019)) monthly goals as pre-established upon the execution of the contract. The Work Plan (TEP-100 (Rev 3/2019)) outlines monthly goals to follow from **January 2020 to August 2020**.
 - a. Deviation from the pre-established Contractor's Program Work Plan requires prior approval from the Texas School Safety Center at Texas State University via email: beapyle@txstate.edu or phone: 512-245-0821.
 - b. Failure to complete and/or update the Work Plan (TEP-100 (Rev 3/2019)) may result in payment being withheld until completion or submission.

EXHIBIT C PAYMENT FOR SERVICES

Payment will be based on the receipt and approval of Monthly Summary and Invoice form (TEP-101 (Rev 1/2020)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 6/2019)).

The Performing Party shall:

1. Be paid monthly upon submission of completed Monthly Summary and Invoice form (TEP-101 (Rev 1/2020)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 6/2019)) as confirmation of services rendered.
2. Be paid \$125.00 for each correct and completed controlled buy/sting reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 6/2019)). All costs incurred for the purpose of conducting a complete control buy/sting are the responsibility of the contractor. In order to receive full payment for the controlled buy/stings including follow-ups billed for each performance reporting period, a completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 6/2019)) must be attached for each.
3. Submit invoices and attachments to the Texas School Safety Center, Attn. Bea Pyle, 415 N. Guadalupe, #164, San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.

The Monthly Summary and Invoice form (TEP-101 (Rev 1/2020)) will be reviewed by the receiving agency and submitted for payment if information included in the report and attachments are correct. Payment shall be subject to laws of the State of Texas including Prompt Payment.

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor shall not exceed **\$37,500.00** without prior written approval from the Texas School Safety Center at Texas State University.



Legislation Details (With Text)

File #:	20-9681	Version:	1	Name:	Change Order/Amendment No. 6 with Hill & Wilkinson General Contractors for phase one of the New City Hall Complex in the amount of \$129,952.64
Type:	Agenda Item	Status:			Consent Agenda
File created:	12/27/2019	In control:			Engineering
On agenda:	1/7/2020	Final action:			
Title:	Change Order/Amendment No. 6 with Hill & Wilkinson General Contractors for phase one of the New City Hall Complex in the amount of \$129,952.64 for landscape revisions, handrail changes, utility coordination, added security provisions, signage credit, south stairwell conditioning, glass vision panels, engraved outlet plates, parking curb adjustments, millwork modifications, increased concrete scope, added drainage, door hardware keying revisions, construction schedule impacts and credits for eliminated scope of work				

Sponsors:

Indexes:

Code sections:

Attachments: [618.16 MC.pdf](#)

Date	Ver.	Action By	Action	Result
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From

max

Title

Change Order/Amendment No. 6 with Hill & Wilkinson General Contractors for phase one of the New City Hall Complex in the amount of \$129,952.64 for landscape revisions, handrail changes, utility coordination, added security provisions, signage credit, south stairwell conditioning, glass vision panels, engraved outlet plates, parking curb adjustments, millwork modifications, increased concrete scope, added drainage, door hardware keying revisions, construction schedule impacts and credits for eliminated scope of work

Presenter

Andy Henning, Senior Building and Construction Projects Manager

Recommended Action

Approve

Analysis

On April 3, 2018, the City Council awarded the Construction Manager at Risk (CMAR) contract to Hill & Wilkinson General Contractors (18-7758) for pre-construction services in the amount of \$5,000. This award provided for CMAR services including development of project estimates, preliminary construction schedules, value engineering proposals and constructability review during the Design Phase.

The current Change Order/Amendment No. 6 in the amount of \$129,952.64 is divided as follows: \$74,058.98 for landscape, handrail, drywall, storefront, electrical, plumbing and security changes per ASI 11

-\$36,230.03 credit for difference between signage allowance carried by the project versus final actual signage cost
\$6,920.03 for added mechanical system within the south stairwell to heat and cool the space as required
\$1,604.09 for vision panel additions at two new offices
\$1,959.75 for engraving of circuit numbers on all power and data receptacles per Facility Services request
\$3,941.37 for modifications to parking lot concrete curbs prior to concrete pour
\$3,648.92 for small concrete retaining wall in north parking lot
\$2,672.68 for millwork additions to include shelving in two storage closets
\$35,761.66 for increased concrete sidewalk thickness for reasons of maintenance and durability
\$8,024.29 for added trench drains at the northwest corner of the building to intercept water flow to the building
\$4,176.86 for additional keying costs for all new doors/hardware above the initial anticipated allowance amount
\$1,550.72 for changing door swing direction and corresponding door hardware at two door locations
\$31,490.38 for construction schedule impacts due to excess weather events
-\$4,423.25 credit for painting of entry canopy versus metal panel wrap
-\$5,203.81 credit for trench drain not installed

Change Order/Amendment No. 1 in the amount of \$12,844,411 was approved by City Council on October 16, 2018 (18-8351) for the Guaranteed Maximum Price (GMP) for the scope of work defined in the Rouch Architects Construction Documents package as competitively bid by Subcontractors to Hill & Wilkinson General Contractors. Costs above and beyond the Hill & Wilkinson portion of the project addressed in this Change Order/Amendment include previously approved Construction Manager pre-construction fees (\$5,000); previously approved survey studies (\$4,750); previously approved parking provisions (\$200); previously approved communication equip/maint (\$14,101); previously approved communication & video (\$185,144); previously approved construction funding (\$10,245); previously approved design/engineering/construction/geotechnical fees (\$1,943,107); 5% contingency (\$600,000); budget allowance for owner-provided furniture/fixtures/equipment (\$923,000); allowance for construction testing (\$75,000); allowance for audio/visual provisions (\$185,000); allowance for IT/data design and installation (\$100,000); plus an allowance for door access and security systems (\$110,000), all of which total the overall phase one project budget of \$16,999,958

Change Order/Amendment No. 2 in the amount of \$176,260.93 was approved by City Council on February 5, 2019 (19-8645) and was comprised of the following:

\$16,264.77 for concrete foundation and structural steel final coordination items
\$66,220.87 for additional sanitary sewer piping at 4th Street in order to abandon and reroute an existing sanitary sewer line running under the current City Hall facility per the request of the Public Works Department
\$21,404.98 for utility plan changes due to final architectural and MEP scope of work coordination
\$48,983.42 for replacement of a deteriorated water line within 3rd Street up to the connection point at College Street per the request of the Public Works Department
-\$23,548.82 for elimination of lightning protection from the new City Hall facility
\$46,935.71 for storm drainage elevation adjustments to allow for an increase in pavement thickness of 2" at the new fire lane location

Change Order/Amendment No. 3 in the amount of \$125,337.36 was approved by City Council on May 7, 2019 (19-8898) and was comprised of the following:

-\$3,029.80 credit for elimination of gas piping installation by the construction team due to Atmos agreeing to run their piping a longer distance and installing the new gas meter adjacent to the building
-\$15,199.14 credit for door and door hardware revisions following coordination work session with design team and construction team
\$7,381.21 for capping of existing water line at College Street based on revised design and routing

\$21,373.64 for tie-in of roof drain lines to below-grade storm system piping versus surface drainage
\$17,055.66 for spare electrical conduits from new city hall electrical room to corresponding new parking area to allow for electric vehicle car charging stations planned
\$17,172.60 for emergency generator modifications to allow for necessary advanced monitoring capabilities
\$75,711.38 for added civil infrastructure required by Oncor for rerouting of primary power pathway
\$4,871.81 for added weather-resistant power receptacles at the roof perimeter of the new city hall construction areas to coordinate with the holiday roof edge lighting planned

Change Order/Amendment No. 4 in the amount of \$138,964.73 was approved by City Council on July 16, 2019 (19-9109) and was comprised of the following:

-\$6,790.91 credit for removal of concrete piers below the new emergency generator slab in order to coordinate connection with the structural detailing of the existing emergency generator provisions
\$1,519.52 for structural steel adjustments required for coordination with the metal pan stair system and guardrail/handrail extents
-\$5,223.79 credit for use of an accent glazing material deemed to be an approved equal at a lower cost
-\$12,014.70 credit for an alternate planting bed preparation method and deletion of Agriform plant food tablets not required by the landscape architect
\$4,943.63 for back-painted glass on a clear anodized framing system at the main entry lobby

-\$1,329.05 credit for shortening of the parapet wall at the north lower roof area and elimination of metal panels that were to be provided on the back surface of the parapet wall
\$31,220.96 for carpet flooring quality/appearance upgrade and minimal wall tile and wood trim changes
\$33,153.52 for added electrical panel and conduit pathway provisions for electric vehicle car charging within the new City Hall parking area
\$17,432.79 for additional architectural guardrail/handrail system required by the building code
\$76,052.76 for low voltage coordination with all City of Grand Prairie direct consultants consisting of Infinity Sound (audio/video), VTI (security) and FSG (data) along with conduit provisions for power and data required for the City of Grand Prairie new digital conference room reservation system

Change Order/Amendment No. 5 in the amount of \$140,448.25 was approved by City Council on October 15, 2019 (19-9412) and was comprised of the following:

\$23,076.31 for added teflon bearing pads clarified to be required by the detailing of the structural steel system, landscape and corresponding concrete revisions to improve drainage and storm water retention and extended fence system with handrails at added step location
\$23,025.85 for integration of the new fire alarm system with the existing fire alarm system in city hall in order for the two systems to communicate seamlessly
\$44,020.12 for gabion wall and concrete wall adjustments associated with the routing of the rain garden
\$9,075.47 for miscellaneous steel lintels, angle supports and metal stud framing
\$15,614.55 for the addition of ADA accessible push buttons with all necessary electrical and low voltage wiring and security system integration which will allow the new main entry doors to open automatically for those requiring assistance
\$8,836.08 for steel encasement of an existing sanitary sewer pipe discovered to be at a higher as-built elevation while excavating for the rain garden
\$4,631.27 for new 2" irrigation taps with associated piping, tapping saddle/valves and 2" meter box
\$12,168.60 for installation of 3 dual electric vehicle charging stations for a total of 6 total charging positions

Items applicable to performance by the Construction Manager at Risk (CMAR) will be incorporated into the current Hill & Wilkinson General Contractors contract for a revised total contract amount of **\$13,560,374.91**, a 5.53% increase from the original contract amount.

This item was taken to the Finance and Government Committee on January 7, 2020 for their review and recommendation for approval.

Financial Consideration

Funding in the total amount of \$129,952.64 is available in Municipal Facilities Capital Projects Fund (405090) W.O. 01801603 (Municipal Complex) PO 324340 Line 3 Contingency

CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 405090 / 01801601-03
Project Title: Municipal Complex
Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Parking (61170)	\$200	\$152	\$0	\$152	\$200
Survey/Studies (61405)	\$4,750	\$0	\$0	\$0	\$4,750
Bldg/Ground Maint (63010)	\$19,175	\$510	\$0	\$510	\$19,175
Comm Equip Maint (63105)	\$5,429	\$2,624	\$0	\$2,624	\$5,429
Special Events (61130)	\$4,794	\$4,794			
Small Office Equip (60530)	\$23,566	\$0	\$0	\$0	\$23,566
Small Computer (60540)	\$14,018	\$0	\$0	\$0	\$14,018
Misc Service (61485)	\$36,000	\$625			
Comm & Video Equip (68270)	\$420,395	\$5,958	\$0	\$5,958	\$420,395
Construction (68540)	\$13,495,000	\$12,794	\$0	\$12,794	\$13,495,000
Roadway Maint (63115)	\$1,107	\$0	\$0	\$0	\$1,107
Other Maint (63040)	\$800	\$0	\$0	\$0	\$800
Eng/Con/Geo (68560)	\$1,967,093	\$1	\$0	\$1	\$1,967,093
Data Processing Eqp (68410)	\$143,039	\$43,411	\$0	\$43,411	\$143,039
Office Equip (68290)	\$898,910	\$1,881	\$0	\$1,881	\$898,910
Security Equip (68380)	\$128,271	\$2	\$0	\$2	\$128,271
TOTAL	\$17,162,547	\$72,752	\$0	\$67,333	\$17,121,753



Legislation Details (With Text)

File #:	19-9651	Version:	1	Name:	Resolution: Addendum PSA - Camp Wisdom Rd Widening
Type:	Resolution	Status:			Consent Agenda
File created:	12/13/2019	In control:			Engineering
On agenda:	1/7/2020	Final action:			
Title:	Resolution authorizing the City Manager to enter into a Project Specific Agreement Amendment with Dallas County for the widening of Camp Wisdom Road MCIP 40811 from approximately 1700 linear feet west of Carrier Pkwy to FM 1382 and commit the city to additional funding from the City's original share of \$3 million to be increased to \$8,597,939				

Sponsors:

Indexes:

Code sections:

Attachments: [CityGrandPrairie_First Amendment to PSA for Camp Wisdom Rd 40811 v.3.pdf](#)
[619.80 Camp Wisdom.pdf](#)

Date	Ver.	Action By	Action	Result
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From

max

Title

Resolution authorizing the City Manager to enter into a Project Specific Agreement Amendment with Dallas County for the widening of Camp Wisdom Road MCIP 40811 from approximately 1700 linear feet west of Carrier Pkwy to FM 1382 and commit the city to additional funding from the City's original share of \$3 million to be increased to \$8,597,939

Presenter

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

Recommended Action

Approve

Analysis

In 2003 when TXDOT and NCTCOG elected to build SH 161 main lanes as toll lanes instead of free lanes, the City of Grand Prairie was requested to submit a list of projects for Federal funding. From the list, 11 projects including Camp Wisdom Road from Carrier Pkwy to FM 1382 were selected for funding and approved by the Regional Transportation Council (RTC) of the North Central Texas Council of Governments (NCTCOG) in 2004. These projects became known as the "Near Neighbor" projects.

NCTCOG originally funded Camp Wisdom Road project for \$7,200,000 Federal and \$9 million Local (City). Since that time, non-federalized Regional Toll Revenue (RTR) funds became available and Staff submitted a request which was approved by the Regional Transportation Council (RTC) to swap the Federal funds for RTR

funds. That opened the door for Dallas County to act as Lead Agency for the Camp Wisdom Road project and contribute one half of the \$9 million Local share (\$4.5 million each agency). Project limit has been changed to approximately 1700 linear feet west of Carrier Pkwy to FM 1382 of which about 66.3% is in the City of Grand Prairie.

The original estimated overall project cost was \$16,200,000 of which \$7,200,000 was funded through RTR funds; \$4,500,000 Dallas County, \$1,500,000 City of Dallas and \$3,000,000 City of Grand Prairie.

Dallas County completed the design of Camp Wisdom Road project. Bids were opened by Dallas County on November 15, 2019. Two bids were received: Tiseo Paving Company: \$32,872,654 base bid including additive alternate and Ragle Inc. \$23,941,055.47 base bid including additive alternate. Ragle Inc. was the apparent low bidder.

Project cost is now being revised to \$26,641,056 of which \$7,200,000 was funded through RTR funds, \$9,543,117 Dallas County, **\$1,300,000** City of Dallas and \$8,597,939 City of Grand Prairie.

At this time, they are requesting by Resolution that the City commit to additional funding from the City's original share of \$3 million to be increased to \$8,597,939.

Financial Consideration

Funding in the total amount of **\$8,597,939** is available as follows:

Current funds -

1. **\$409,620.35** has been paid to Dallas County to date for the Camp Wisdom project from Street Capital Projects Fund (400192) WO #01605803 (Camp Wisdom)
2. **\$585,003.65** is currently encumbered to Dallas County for the Camp Wisdom project in Street Capital Projects Fund (400192) WO #01908003 (Camp Wisdom) PO 259556 Line 2
3. **\$2,674,910** is available in Street Capital Project Fund (400192) WO #01908003 (Camp Wisdom) for encumbrance into PO 259556

Future funds-

4. **\$2,464,203** from Street Capital Projects Fund (400192) during the 2021 budget process.
5. **\$2,464,202** from Street Capital Projects Fund (400192) during the 2022 budget process.

Staff has discussed with Dallas County and agreed on the future funding schedule.

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROJECT SPECIFIC AGREEMENT AMENDMENT WITH DALLAS COUNTY FOR THE WIDENING OF CAMP WISDOM ROAD FROM APPROXIMATELY 1700 LINEAR FEET WEST OF CARRIER PARKWAY TO FM 1382

WHEREAS, Dallas County has requested that it be designated as the LEAD AGENCY for the project and will provide the Project Manager; and

WHEREAS, the County has entered into an Advance Funding Agreement (AFA) with the State of Texas by and through the Texas Department of Transportation (TXDOT) to provide funding in the amount of \$7,200,000 for the construction of the Camp Wisdom Project; and

WHEREAS, the County will enter into a Project Specific Agreement (PSA) with the City of Dallas to provide

funding in an estimated amount of \$8,597,939 for the Camp Wisdom Road; and

WHEREAS, Chapter 791 of the Texas Government Code and Texas Transportation Code Section 472.001 provides authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road and street projects; and

WHEREAS, Grand Prairie will be responsible for \$8,597,939 of the \$26,641,056 estimated cost.

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

SECTION 1. The City Manager is hereby authorized to enter into an agreement with Dallas County for the widening of Camp Wisdom Road from approximately 1700 linear feet west of Carrier Pkwy to FM 1382.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 7TH DAY OF JANUARY 2020.

**FIRST AMENDMENT
DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL
TRANSPORTATION IMPROVEMENT PROJECTS**

This First Amendment is entered into this _____ day of _____, 2020, to amend the Project Specific Agreement (“PSA”) between the City of Grand Prairie, Texas, (the “City”), and the County of Dallas, Texas, (the “County”), for the Camp Wisdom Road MCIP Project 40811, from Carrier Parkway to FM 1382, hereinafter called, “the Project”.

WHEREAS, pursuant to Dallas County Commissioners Court Order 2011-0860 dated May 10, 2011, the County acting by and through the Dallas County Commissioners Court and the City entered into a Master Agreement to jointly fund transportation improvement projects within Dallas County; and

WHEREAS, pursuant to Dallas County Commissioners Court Order 2015-1436, dated September 29, 2015, County and City entered into a Project Specific Agreement (PSA) for the Project; and

WHEREAS, the County has entered into a separate agreement with the city of Dallas; and

WHEREAS, Chapter 791 of The Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provides authorization for local governments to contract with each other for the performance of governmental functions and services, as well as for joint funding of road or street projects; and

NOW THEREFORE, this First Amendment is made by and entered into by the City and the County for the mutual consideration stated herein:

I. PURPOSE:

City and County both mutually agree to amend said PSA in accordance with the terms of the existing Agreement, except as modified below.

II. AMENDED PROVISIONS:

A. Article II, “Incorporated Documents” of this PSA shall be amended and is hereby revised in its entirety to read as follows:

1. Master Agreement authorized by County Commissioners Court Order: 2011-0860, dated May 10, 2011, and additions thereto as incorporated herein.
2. The Project Scoping Sheets, as shown in Attachment “A”.
3. Current Cost Estimate and Funding Sources, as shown in Attachment “B”.
4. Advanced Funding Agreement (AFA) authorized by Dallas County Commissioners Court

Order 2015-0482 dated April 7, 2015 between Dallas County and the Texas Department of Transportation (TxDOT), and any amendments thereto as incorporated by reference.

5. PSA with the City of Dallas and any amendments thereto as incorporated herein.

B. Article IV. "Agreement", Section IV. "Funding", shall be and is hereby revised in its entirety to read as follows:

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be Twenty Six Million, Six Hundred Forty One Thousand Fifty Six Dollars and no cents (\$26,641,056.00). County's total obligation to this Project is to provide funding in the amount not to exceed Nine Million, Five Hundred Forty Three Thousand One Hundred Seventeen Dollars and no cents (\$9,543,117.00), reduced by County share of in-house project delivery costs.
2. Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, preliminary design services, special services, primary design services, inspection, laboratory services and construction.
3. TxDOT total obligation for the construction of the Project is in the not to exceed amount of Seven Million Two Hundred Thousand Dollars and no cents (\$7,200,000.00).
4. The City agrees to provide funding for the Project as indicated in the not to exceed amount of Eight Million Five Hundred Ninety Seven Thousand Nine Hundred Thirty Nine Dollars and no cents (\$8,597,939.00).
5. City agrees to encumber an amount adequate for total estimated project costs as determined prior to the commencement of each Project milestone as determined by County within 30 days of notification by County. The City will pay Project costs as invoiced by the County.
6. The City of Dallas' total obligation for the Project is in the not to exceed amount of One Million Three Hundred Thousand Dollars and no cents (\$1,300,000.00).
7. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the project's scope to remain within the current estimated total Project cost.

C. Article VII. Miscellaneous shall be and is hereby revised by adding XII. to read as follows:

No Joint Venture or Enterprise. The parties expressly agree that this project is not a joint venture or enterprise.

III. Effect of Amendment

This First Amendment shall not change or waive any contractual provisions, clauses or conditions of the original PSA, unless otherwise provided for herein. In the event of any conflict between the original PSA and this First Amendment to the PSA, this First Amendment to the PSA shall control. The original PSA, including any and all incorporated or referenced documents and any and all exhibits, attachments and amendments that by their terms have been incorporated into any of the foregoing documents, are collectively referred to herein as the PSA. All provisions of the PSA shall remain in full force and effect throughout the term of the PSA and any duly authorized amendments or extensions, including this First Amendment.

(the remainder of this page intentionally left blank)

The County of Dallas, State of Texas, has executed this First Amendment pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2020.

The City of Grand Prairie, State of Texas, has executed this First Amendment pursuant to City Council approval in a regular meeting held on the _____ day of _____, 2020.

COUNTY OF DALLAS

CITY OF GRAND PRAIRIE

CLAY LEWIS JENKINS
County Judge

By: _____

Title: _____

Date

Date

APPROVED AS TO FORM*:

ATTEST:

JOHN CREUZOT
District Attorney

By: _____
SHERRI TURNER,
Assistant District Attorney

By: _____

City Secretary / Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT B-1

Current Cost Estimates & Funding Sources

**Project Name: Camp Wisdom Road
MCIP Project 40811**

A. PROJECT COSTS	
Expenditure	Estimated Cost
Engineering & County Project Delivery	\$2,100,000
MCIP Construction	\$23,586,235
City Construction (100%)	\$354,821
Material Testing	\$100,000
Contingencies	\$500,000
TOTAL:	\$26,641,056
B. FUNDING SOURCES	
Dallas County	*\$9,543,117
City of Grand Prairie (MCIP)	** \$8,597,939
City of Dallas	***\$1,300,000
Texas Department of Transportation (RTR)	\$7,200,000
TOTAL:	\$26,641,056

*Dallas County \$8,243,117.00 MCIP Budgeted Funds and \$1,300,000.00 transferred from Merrifield Rd. MCIP 40210 and Grady Niblo MCIP 40203

** City of Grand Prairie \$8,243,118.00 MCIP Funds and \$354,821.00 is 100% City of Grand Prairie Items.

***City of Dallas Funds transferred from Merrifield Rd and Grady Niblo.

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account:400192 / 01908003

Project Title:Camp Wisdom (Dallas County)

Current Request:\$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Contrib to other Gov. 65214	\$3,259,914	\$2,674,910	\$0	\$2,674,910	\$3,259,914
Labor	\$90	\$0	\$0	\$0	\$90
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$3,260,004	\$2,674,910	\$0	\$2,674,910	\$3,260,004



Legislation Details (With Text)

File #:	19-9622	Version:	1	Name:	Resolution Lennox House Tax Credits
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	12/9/2019	In control:		In control:	Housing and Neighborhood Services
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Resolution in support of the Lennox House application for Tax Credits				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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From

Katherine Garcia-Thomson

Title

Resolution in support of the Lennox House application for Tax Credits

Presenter

William A. Hills, Director, Housing and Neighborhood Services

Recommended Action

Approve

Analysis

The Lennox House was opened by National Church Residences (NCR) in the early nineties after the extensive renovation of the former Lennox Hotel. It is now 40 apartments designated for senior residents. The property has had minor renovations over the years; however, NCR in conjunction with the City of Grand Prairie revitalization efforts is planning a major renovation to the facility. This renovation will be partially supported by the use of competitive 9% Low Income Housing Tax Credits (LIHTC).

The LIHTC program requires the support of the local political subdivision in the form of a resolution. This resolution can be of general support; however, staff recommends the adoption of a resolution providing a more comprehensive level of support. NCR has agreed to work with the Downtown Revitalization team and has agreed to insure the renovations, meet the Downtown Revitalization Plan. Therefore, staff recommends agreeing to a minimum of \$500.00 in funding through in-kind considerations contingent on NCR receiving the LIHTC applied for. Additionally, we recommend the acknowledgement of their contribution to the Downtown Master Plan for the purposes of the 2020 LIHTC application round, as they represent the only residential facility located within the Downtown Master Plan.

Financial Consideration

None

Body

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS IN SUPPORT OF THE SUBMISSION OF AN APPLICATION TO THE 2020 COMPETITIVE HOUSING TAX CREDIT (HTC) PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) BY LENNOX HOUSE SENIOR HOUSING LIMITED PARTNERSHIP, FOR THE REHABILITATION OF LENNOX HOUSE APARTMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Lennox House Senior Housing Limited Partnership (“Applicant”) has requested funding support from the City of Grand Prairie to rehabilitate an existing 40 unit affordable senior rental housing community named Lennox House Apartments located at 110 NW 2nd Street, Grand Prairie, Dallas County, Texas (the “Development”); and

WHEREAS, the Applicant intends to submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for an allocation of 2020 Competitive 9% Housing Tax Credits (“HTC”) for the rehabilitation of Lennox House; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution of support from the governing body of a local political subdivision to the Development will improve the overall success of its application; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution from the governing body of a local political subdivision agreeing to commit a minimum of \$500.00 of funding assistance to the Development will improve the overall success of its application; and

WHEREAS, the Applicant has requested a commitment of required funding assistance for \$500.00 for its application in the form of a reduced fees for the benefit of the Development from the City of Grand Prairie for its application to TDHCA for the rehabilitation of Lennox House; and

WHEREAS, the City of Grand Prairie selects Lennox House as contributing more than any other development, for purposes of the 2020 9% Tax Credit Application Round, for the Downtown Master Plan for Grand Prairie under Resolution 5016-2019; and

WHEREAS, the City of Grand Prairie selects Lennox House as contributing more than any other development, for purposes of the 2020 9% Tax Credit Application Round, Grand Prairie’s Expanded TIRZ Area #2 under Ordinance 18-8352; and

WHEREAS, 100% of the members of the City Council of the City are elected officials

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

SECTION 1

That the City of Grand Prairie, acting through its governing body, hereby confirms that it supports, approves the tax credit application for the proposed rehabilitation of Lennox House by Lennox House Senior Housing Limited Partnership located at 110 NW 2nd Street and that this formal action has been taken to put on record the opinion expressed by the City of Grand Prairie in Dallas County on January 7, 2020, and

SECTION 2

That, the City of Grand Prairie, will commit a funding amount to the Development of waiving or reducing the Building Permit Fee in a minimum amount of \$500.00 should the project be selected for funding; and

SECTION 3

That, notwithstanding anything herein to the contrary, the funding commitment by the City of Grand Prairie, shall be contingent on the Applicant's receipt of commitment of HTCs for the Development from TDHCA; and

SECTION 4

That, the City of Grand Prairie, Dallas County, Texas hereby supports the proposed Lennox House Apartments, and confirms that its governing body has voted specifically to approve the construction and/or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(a)(4), and

SECTION 5

That, the City of Grand Prairie selects Lennox House as the development most contributing to the Downtown Master Plan for Grand Prairie under Resolution 5016-2019, for purposes of the 2020 LIHTC application round; and

SECTION 6

That, the City of Grand Prairie selects Lennox House as the development most contributing to the TIRZ #2 Expansion Area for Grand Prairie under Ordinance 18-8352, for purposes of the 2020 LIHTC application round; and

SECTION 7

That, for and on behalf of the Governing Body, Ron Jenson, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs; and

SECTION 8

That, the City of Grand Prairie is not a related party to the Applicant, and any funding assistance committed by the City to the development of Lennox House pursuant to this resolution will not have been first provided to the City by the Applicant or any related party to the Applicant.

SECTION 9

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

PASSED AND APPROVED this the 7th day of January, 2020.



Legislation Details (With Text)

File #:	20-9676	Version:	1	Name:	Dive Team Special Pay
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	12/26/2019	In control:		In control:	Police
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Ordinance authorizing assignment and special pay for certain Police Officers who perform specialized Dive Team functions in the Police Department.\				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Dive Team Pay.pdf				

Date	Ver.	Action By	Action	Result
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From

Fred Bates, Jr.

Title

Ordinance authorizing assignment and special pay for certain Police Officers who perform specialized Dive Team functions in the Police Department.\

Presenter

Steve Dye, Chief of Police / Deputy City Manager, and Daniel Scesney, Assistant Chief of Police

Recommended Action

Approve

Analysis

As part of the FY 2019/2020 General Fund budget, Hazardous Risk pay was added to the Dive Team and Hazardous Material Team as part of Assignment Pay. The Dive Team assignment pay is \$75 per month and only afforded to assigned full-time members of the Lake Patrol Unit at the rank of Police Officer or Sergeant. Individuals must become certified and continue to maintain their certification as a Public Safety Diver. Members of the Police Department are not eligible for Hazardous Material special pay.

Financial Consideration

The Dive Team assignment pay is \$75 per month.

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING ASSIGNMENT AND SPECIAL PAY FOR CERTAIN POLICE OFFICERS WHO PERFORM SPECIALIZED FUNCTIONS IN THE POLICE DEPARTMENT AS A CERTIFIED PUBLIC SAFETY DIVER

WHEREAS, Section 143.042 of the Local Government Code authorizes assignment pay for police officers

who perform specialized functions in their department, in addition to their regular pay; and

WHEREAS, Section 143.042 of the Local Government Code authorizes certification, education, and fitness pay for police officers who perform specialized functions in their department, in addition to their regular pay; and

WHEREAS, the City Council in the current budget year has appropriated funds for assignment pay, FTO pay, and Education/Certification pay;

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

SECTION 1. That assignment pay in the amount of \$75 per month is hereby authorized for sworn police officers at the rank of Police Officer or Sergeant who are full-time members of the Lake Patrol Unit and have become certified and maintain certification as a Public Safety Diver.

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 the 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. 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,
ON THIS THE 7TH DAY OF JANUARY, 2020.**



To: Anna Doll, Deputy City Manager
Through: Lisa Norris, Human Resources Director
Becky Brooks, Chief Financial Officer
From: Ryan Simpson, Support Services Division Manager
CC: Robert Fite, Fire Chief
Steve Dye, Police Chief/Deputy City Manager
Date: September 25, 2019
Subject: **Hazmat and Dive Team Assignment Pays**

On July 9, 2019, the City Manager's Office approved the budget request for implementation of Hazmat and Dive Team assignment pays for the Police and Fire Departments for an approved effective date of September 28, 2019 (1st day of an FLSA 28-day Fire Cycle and 1st day of a pay period for Police). The approval mandated a cap to be applied for the maximum number of employees eligible to receive the pays. Requests to increase the number of staff eligible to receive the pay in the future must be formally approved by the City Manager's Office. Below are the current caps submitted by each department:

- The Fire Department will have a maximum of 28 employees receiving the Hazmat pay and 23 employees receiving the Dive Team pay.
- The Police Department will have a maximum number of 6 employees receiving the Dive Team pay. The Police Department will not have any employees eligible for the Hazmat pay.

The following criteria will determine eligibility to receive the Hazmat and/or Dive Team assignment pay:

- **Police Department:**
 - **Dive Team Assignment Pay**
 - Be a full-time member of the Lake Patrol Unit, at the Officer or Sergeant rank.
 - Become certified and maintain certification as a Public Safety Diver.
 - **Hazmat Assignment Pay**
 - N/A
- **Fire Department**
 - **Dive Team Assignment Pay**
 - Become certified and maintain certification as a Public Safety Diver.
 - Be assigned to Station 7 or Station 10, or the current primary Dive Team station.
 - Be an active member of the Public Safety Dive Team.
 - **Hazmat Assignment Pay**
 - Become certified and maintain certification as a Hazmat Technician.
 - Be assigned to Station 5, or the current primary Hazmat station.

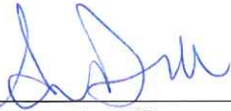
The pay rate for each assignment pay is \$75 per month. Fire Department employees may receive both pays concurrently, if they meet the qualifications for both pays.

The departments are required to submit ESR's to Human Resources and Payroll timely for removal or addition of assignment pays in these areas, not to exceed the maximum number allowed.

SUMMARY OF RECOMMENDATIONS:

- Establish new assignment pays for Hazmat and Dive Team for the Police and Fire Departments, at a rate of \$75 per month, each, with maximum number of employees eligible for each pay.

RECOMMENDATION APPROVED:



City Manager's Office

10.7.19

Date



Legislation Details (With Text)

File #:	20-9667	Version:	1	Name:	Ordinance - Park Capital Projects Fund - Park Venue Building and Pool Improvements
Type:	Ordinance	Status:			Consent Agenda
File created:	12/23/2019	In control:			Parks & Recreation
On agenda:	1/7/2020	Final action:			
Title:	Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget in the amount of \$260,000; and approve a contract with DCC, through a national interlocal agreement with BuyBoard, for pool replaster repairs at McFalls and Bowles Pools in an amount not to exceed \$115,000				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	20-9667 Park Venue Facilities Improvements (2)- Budget Summary.pdf 20-9667 Park Venue Facilities Improvements (3)- Budget Summary.pdf 20-9667 Park Venue Facilities Improvements- Budget Summary.pdf Recreation Facility Projects Master 2019.pdf				

Date	Ver.	Action By	Action	Result
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From

Gary Yakesch, Assistant Director - Business

Title

Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget in the amount of \$260,000; and approve a contract with DCC, through a national interlocal agreement with BuyBoard, for pool replaster repairs at McFalls and Bowles Pools in an amount not to exceed \$115,000

Presenter

Cheryl De Leon, Director of Parks, Arts and Recreation

Recommended Action

Approve

Analysis

Parks, Arts, and Recreation Department reviewed a priority needs list for improvements and repairs needed at Park Venue facilities. Improvements recommended for funding are in outdoor pools, recreation centers, The Summit, and the Veteran's Event Center. A breakdown of the budget and planned expenditures are as follows:

The Summit:

Shower fixture replacement/repairs, locker improvements, and a new paging system for a proposed budget of \$80,000.

Outdoor Pools:

McFalls and Bowles Pools replastering through DCC under a BuyBoard Contract in an amount not to exceed

\$115,000; and \$17,000 proposed for all new outdoor furniture replacement.

Infrastructure Improvements:

Veteran's Event Center blinds, flooring and furniture replacement for a proposed budget of \$23,000;
Tony Shotwell Life Center gym door replacement for a proposed budget of \$10,000;
Charley Taylor Recreation Center blind replacement for a proposed budget of \$15,000.

The proposed pool replastering projects at both McFalls and Bowles, in an amount not to exceed \$115,000, is available through an agreement on Buyboard contract 533-17. 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.

An existing price agreement with Home Depot, for minor improvement projects, is expected to be used for The Summit shower fixtures, Veteran's Center Event blind and flooring replacement, Tony Shotwell Life Center Gym Door, and Charley Taylor Recreation Center blinds. Other improvements which include The Summit paging system and locker room improvements, Veteran's Event Center furniture replacement, and outdoor pool furniture replacement will be done through established bid process(es) accordingly. Any required council action as a result of the bids received for the improvements, will be brought forward at a future council date.

This item was presented to the Finance and Government Committee on January 7, 2020 for their recommendation to the City Council.

Financial Consideration

Funding for improvements in the amount of \$260,000, is available by approving an ordinance transferring and appropriating \$260,000 from the unobligated balance in the Parks Capital Projects Fund (317193) to WO# 02014203 (FY20 Summit Improvements) in the amount of \$80,000 to WO# 02014103 (FY20 Outdoor Pool Improvements) in the amount of \$132,000; and to WO #02003603 (FY20 Park Infrastructure) in the amount of \$48,000.

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2019/2020 CAPITAL IMPROVEMENTS BUDGET BY TRANSFERRING AND APPROPRIATING \$260,000 FROM THE UNOBLIGATED BALANCE IN THE PARKS CAPITAL PROJECTS FUND (317193) TO WO #02014203 (FY20 SUMMIT IMPROVEMENTS) IN THE AMOUNT OF \$80,000; TO WO #02014103 (FY20 OUTDOOR POOL IMPROVEMENTS) IN THE AMOUNT OF \$132,000; AND TO WO #02003603 (FY20 PARK INFRASTRUCTURE) IN THE AMOUNT OF \$48,000.

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

SECTION 1. THAT the FY 2019/2020 Capital Improvements Project Budget be amending by transferring and appropriating \$260,000 from the unobligated balance in the Parks Capital Project Fund (317193) to WO #02014203 (Summit Improvements) in the amount of \$80,000; and to WO # 02014103 (Outdoor Pool Improvements) in the amount of \$132,000; and to WO#02003603 (FY20 Park Infrastructure) in the amount of \$48,000.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,
January 7, 2020.**

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 317193 - 02014103
 Project Title: FY20 Outdoor Pool Improvements
 Current Request: \$132,000.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Misc Improvements (68020)	\$0	\$0	\$115,000	\$115,000	\$115,000
Minor Equipment (60520)			\$17,000		\$17,000
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
TOTAL	\$0	\$0	\$132,000	\$115,000	\$132,000

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 317193 - 02014203
 Project Title: FY20 Summit Improvements
 Current Request: \$80,000.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Misc Improvements (68020)	\$0	\$0	\$80,000	\$80,000	\$80,000
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
TOTAL	\$0	\$0	\$80,000	\$80,000	\$80,000

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 317193 - 02003603
 Project Title: FY20 Parks Infrastructure
 Current Request: \$48,000.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Small Tools & Equip (60510)	\$75,000	\$75,000		\$75,000	\$75,000
Minor Equip (60520)	\$75,000	\$51,817	\$48,000	\$99,817	\$123,000
Misc Services (61485)	\$25,000	\$25,000			\$25,000
Bldgs & Grounds (63010)	\$75,000	\$72,005			\$75,000
					\$0
					\$0
					\$0
					\$0
					\$0
TOTAL	\$250,000	\$223,822	\$48,000	\$174,817	\$298,000

FY20 PARK VENUE FACILITY IMPROVEMENTS		Outdoor Pools	The Summit	Infrastructure
Summit				
*	Shower Fixture Replacement & Repairs		\$ 20,000	
***	Locker Room Improvements		\$ 40,000	
***	Paging System		\$ 20,000	
Veteran's Event Center				
*	Blind Replacement			\$ 10,000
*	Flooring			\$ 10,000
***	Furniture			\$ 3,000
Pools				
**	Replastering - McFalls	\$ 50,000		
**	Replastering - Bowles	\$ 65,000		
***	Outdoor Pool Furniture	\$ 17,000		
Tony Shotwell Life Center				
*	Gym Door			\$ 10,000
Charley Taylor Recreation Center				
*	Blind Replacement			\$ 15,000
		\$ 132,000	\$ 80,000	\$ 48,000

* Proposed Vendor Home Depot - Price Agreement

** Proposed Vendor DCC - Buy Board Contract 533-17

*** Bid - Vendor TBD



Legislation Details (With Text)

File #:	19-9662	Version:	1	Name:	Ordinance; Construction Contract for Loyd Park Electrical and Sanitary Sewer Improvements with Gra-Tex Utilities
Type:	Ordinance	Status:			Consent Agenda
File created:	12/20/2019	In control:			Engineering
On agenda:	1/7/2020	Final action:			
Title:	Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; construction contract with Gra-Tex Utilities in the amount of \$2,558,259 for sanitary sewer and electrical improvements at Loyd Park; material testing with Kleinfelder Consultants in the amount of \$23,513; contract contingency in the amount of \$127,913; In-house labor distribution in the amount of \$127,913 for a total project cost of \$2,837,598				

Sponsors:

Indexes:

Code sections:

Attachments: [Recommendation of Award Letter Packet \(002\).pdf](#)
[619.174 Loyd Elec SS.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 Gra-Tex Utilities in the amount of \$2,558,259 for sanitary sewer and electrical improvements at Loyd Park; material testing with Kleinfelder Consultants in the amount of \$23,513; contract contingency in the amount of \$127,913; In-house labor distribution in the amount of \$127,913 for a total project cost of \$2,837,598

Presenter

Cheryl DeLeon, Parks, Arts and Recreation Director, Gabriel Johnson, Director of Public Works and Romin Khavari, City Engineer

Recommended Action

Approve

Analysis

On August 6, 2019 the City Council awarded a professional Engineering contract with Freese and Nichols, Inc. (19-9127) for design of sanitary sewer improvement of Loyd Park loops A, F and G and electrical improvement for loops A, F, G and B.

The City of Grand Prairie advertised and received a Total of Four (4) bids for this project On December 17, 2019 as follows:

Contractor	<i>Gra-Tex Utilities</i>	<i>North Texas Contracting</i>	<i>Fort Worth Civil Constructors, Inc.</i>	<i>Excel Trenching</i>
Base Bid	\$2,337,167.00	\$2,765,550.00	\$3,575,873.92	\$3,861,627.67
Alternate A	\$283,520.00	\$34,800.00	\$433,752.00	\$348,990.00
Alternate B	\$456,005.00	\$391,600.00	\$874,892.50	\$1,104,449.00
Alternate C	\$210,208.00	\$216,400.00	\$877,820.00	\$1,619,920.00
Alternate D	\$253,872.00	\$516,000.00	\$6,628,020.00	\$1,907,136.00

Engineer's Estimate: Base Bid \$2,985,995.00, Alternate A \$359,000.00, Alternate B \$584,880.00, Alternate C \$2,084,00.00 and Alternate D \$ 1,548,000.00.

Base Bid included Wastewater and Electrical Improvements for Loops A, F and G with Aluminum conductor and Coated Manholes.

- Alternate A is a product alternate bid for uncoated manholes with a microbiological additive. This ended up being a cost savings of \$32,780 when compared to the Base Bid of coated manholes for the amount of \$316,300 and therefore, is recommended to be included.
- Alternate B is for the electrical improvements only for Loop B and is not recommended to be included as it would have exceeded the budgeted amount.
- Alternate C is a product alternate cost for the upgrade from aluminum conductor to copper conductor and is not recommended to be included as it would have exceeded the budgeted amount.
- Alternate D is for the addition of installing the cable in conduit in lieu of direct bury cabling and is recommended to be included due to long term maintenance and operations benefits.

These improvements provide for 5200 linear feet of 6" Wastewater Main, and Service connections for all pad sites in loops A, F and G; they also provide for Electrical system upgrades for Loops A, F & G including 20A, 30A and 50A, 120V receptacles at each Camp site. The proposed upgrades include replacing the existing transformers and distribution panels serving the campsites in order to accommodate increased load

Staff and project engineer, Freese and Nichols recommend that the Base bid in the amount of \$2,337,167, Alternate A at a savings amount of -\$32,780 and Alternate D in the amount of \$253,872 for a total amount of \$2,558,259 for this project be awarded to Gra-Tex Utilities.

Construction is anticipated to start in Late January 2020 with completion on or before May 20, 2020.

Financial Consideration

Funding in the total amount of **\$2,837,598** is available as follows:

1. **\$2,285,155** is available in Lake Capital Projects Fund 318793 WO #01917403 (Loyd Park Electric & SS)
2. **\$552,443** is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Lake Capital Projects Fund (318793) to WO #01917403 (Loyd Park Master Plan)

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2019/2020 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$552,443 FROM THE UNOBLIGATED FUND BALANCE IN THE LAKE CAPITAL PROJECTS FUND (318793) TO WO #01917403 (LOYD PARK MASTER PLAN); AND PROVIDING AN EFFECTIVE DATE

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 by transferring and appropriating \$552,443 from the unobligated fund balance in the Lake Capital Projects Fund (318793) to WO #01917403 (Loyd Park Master Plan)

SECTION 2. THAT this Ordinance shall be and become effective immediately upon and after its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,
JANUARY 7, 2020.**

MEMORANDUM



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TO: Duane Strawn, Assistant Director - Operations

FROM: Aaron Conine, P.E.

SUBJECT: Recommendation of Award for Loyd Park Wastewater and Electrical Improvements (W.O. #620.15)

DATE: December 20, 2019

Bids for the referenced project were received and opened publicly on Tuesday December 17, 2019 at the City of Grand Prairie. A total of four (4) bids were received. Below is a summary of the bid tabulation from low to high:

Contractor	Base Bid	Alternate A	Alternate B	Alternate C	Alternate D
Gra-Tex Utilities	\$ 2,337,167.00	\$ 283,520.00	\$ 456,005.00	\$ 210,208.00	\$ 253,872.00
North Texas Contracting, Inc.	\$ 2,765,550.00	*\$ 353,800.00	\$ 319,600.00	\$ 216,400.00	\$ 258,000.00
Fort Worth Civil Constructors, Inc.	\$ 3,575,874.00	\$ 433,752.00	\$ 874,892.50	\$ 877,820.00	\$ 3,612,00.00
Excel Trenching	\$ 3,861,628.00	\$ 348,990.00	\$ 1,104,449.00	\$ 1,1619,920.00	\$ 953,468.00
Engineer's Estimate	\$ 2,985,995.00	\$ 359,000.00	\$ 584,880.00	\$ 2,084,00.00	\$ 1,548,000.00

*In alternate A North Texas Contracting provided the additional cost required for them to upgrade to the Microbiological Additive manholes not the total cost as requested. The correct amount for North Texas for this alternate is as shown in the table above.

The total Engineer's opinion of probable construction cost was \$2,985,995.00; Gra-Tex Utilities was the low of the four (4) bidders with a Base bid of \$2,337,167.00. The required Construction Completion date is May 20, 2020. We checked the bids for errors and omissions and corrected two minor errors as noted on the full Bid Tab included in the attachments.

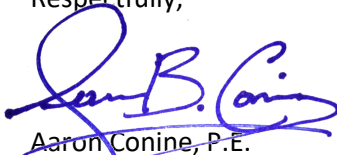
- Base Bid includes Wastewater and Electrical Improvements for Loops A, F and G with aluminum conductor and coated manholes.
- Alternate A was a product alternate bid for uncoated manholes with a microbiological additive. The base bid manhole items totaled \$316,300 and Alternate A was \$283,520 resulting in a savings of \$32,780. This means the base bid without the manholes is \$2,020,867.
- Alternate B was for the electrical improvements only for Loop B and was not recommended to be included.
- Alternate C was a product alternate cost for the upgrade from aluminum conductor to copper conductor and was not recommended to be included.
- Alternate D was for the addition of installing the cable in conduit in lieu of direct bury cabling and was recommended to be included due to long term maintenance and operations benefits.

We reviewed Gra-Tex Utilities bid along with their qualifications, financial statements and company profile information. We received feedback from two of the references Gra-Tex Utilities listed and received favorable reviews for the work they have performed and/or are currently performing for these entities on similar type projects. All responded that Gra-Tex Utilities quality of work is good and customer service is excellent; they are responsive and easy to work with. All references expressed willingness to work with Gra-Tex again.

- | | | |
|---------------------|-----------|----------------|
| • City of Arlington | Lori Du | (817) 459-6636 |
| • City of Arlington | Preeti KC | (817) 459-6605 |

Gra-Tex Utilities has also worked with the City of Grand Prairie on several projects with similar scopes and city staff speaks positively of their experiences with Gra-Tex. Based on our evaluation, we have found nothing significant to warrant the disqualification of Gra-Tex Utilities bid and therefore recommend that the project, Loyd Park Wastewater and Electrical Improvements (W.O # 620.15) be awarded to Gra-Tex Utilities for the Base Bid plus Alternates A, and D for a Construction Contract Amount of \$2,558,259.00. The award should be contingent on procurement of insurance and bonds by Gra-Tex Utilities.

Respectfully,


A handwritten signature in blue ink, appearing to read "Aaron B. Conine".


Aaron Conine, P.E.
Project Manager
Freese & Nichols, Inc.


cc: Gabe Johnson – Public Works Director
George Fanous – Senior Engineer
Maxine Snow – Administrative Assistant
Robert Barron – Chief Engineering Inspector
Romin Khavari – City Engineer


Attachments: Bid Tabs, List of references


Bid Tab Summary


	City of Grand Prairie			Loyd Park Wastewater and Electrical Improvments (W.O #620.15)									
	Bid Tabulation			December 17, 2019									
Engineer: Freese and Nichols, Inc. Bid Date: Tuesday, December 17, 2019 Bid Time: 3:30 PM				<u>Gra-Tex Utilities, Inc.</u> P.O. Box 700 Arlington, TX 76004 James Brent 817-276-5800 gratex@sbcglobal.net		<u>North Texas Contracting, Inc.</u> 4999 Keller Haslet Rd Fort Worth, TX 76244 Zach Fusilier 817-430-9500 bids@ntexcon.com		<u>Fort Worth Civil Constructors, LLC</u> P.O. Box 164513 Fort Worth, TX 76161 Jonathan R. Dixon 817-562-2292 austin@fwcivcon.com		<u>Excel Aircraft LLC, DBA Excel Trenching</u> 2228 SE Loop 59 Carthage, TX 75633 Derrick Gage 210-823-6778 derrickgage@excelmulching.com		<u>ENGINEER ESTIMATE</u> <u>Freese and Nichols, Inc.</u> 4055 International Plaza Fort Worth, TX 76109 Aaron B. Conine, P.E. 817-735-7469 aaron.conine@freese.com	
				\$ 2,337,167.00		\$ 2,765,550.00		\$ 3,575,874.00		\$ 3,861,628.00		\$ 2,985,995.00	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
				Cell Highlighted in Yellow = Error in Contractor's Bid									
SECTION I LOOP A													
101	Mobilization, work fully performed as per specifications, complete in place.	1	LS	\$ 28,500.00	\$ 28,500.00	\$ 45,000.00	\$ 45,000.00	\$ 35,500.00	\$ 35,500.00	\$ 43,500.00	\$ 43,500.00	\$ 41,070.00	\$ 41,070.00
102	Site Preparation including clearing and grubbing, fence removal and relocation, work fully performed as per specifications.	1	LS	\$ 24,500.00	\$ 24,500.00	\$ 40,000.00	\$ 40,000.00	\$ 95,135.00	\$ 95,135.00	\$ 18,800.00	\$ 18,800.00	\$ 18,000.00	\$ 18,000.00
103	As-Built Survey, for final survey of improvements at the request of the Owner.	1	LS	\$ 2,750.00	\$ 2,750.00	\$ 1,000.00	\$ 1,000.00	\$ 7,852.00	\$ 7,852.00	\$ 4,640.00	\$ 4,640.00	\$ 1,800.00	\$ 1,800.00
104	Construction Staking, work fully performed as per specifications, complete in place.	1	LS	\$ 3,250.00	\$ 3,250.00	\$ 10,000.00	\$ 10,000.00	\$ 12,562.00	\$ 12,562.00	\$ 9,280.00	\$ 9,280.00	\$ 3,750.00	\$ 3,750.00
105	Joint Stormwater Pollution Prevention Plan and specifications, furnish and install complete with NOI and NOT submittals.	1	LS	\$ 12,750.00	\$ 12,750.00	\$ 25,000.00	\$ 25,000.00	\$ 9,506.00	\$ 9,506.00	\$ 9,280.00	\$ 9,280.00	\$ 10,050.00	\$ 10,050.00
106	Native Seeding, furnish and install complete in place, including an erosion fiber mat.	1875	SY	\$ 8.50	\$ 15,937.50	\$ 3.00	\$ 5,625.00	\$ 6.60	\$ 12,375.00	\$ 0.60	\$ 1,125.00	\$ 5.00	\$ 9,375.00
107	Asphalt Pavement Repairs, furnish and install complete in place	653	SY	\$ 75.00	\$ 48,975.00	\$ 250.00	\$ 163,250.00	\$ 148.85	\$ 97,199.05	\$ 46.50	\$ 30,364.50	\$ 60.00	\$ 39,180.00


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		Bid Tabulation		December 17, 2019									
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				\$ 2,337,167.00		\$ 2,765,550.00		\$ 3,575,874.00		\$ 3,861,628.00		\$ 2,985,995.00	
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108	Trench Safety, furnish and install complete in place, including sheeting, shoring and bracing where required by OSHA Standards that are in effect at the time of bid opening.	1935	LF	\$ 1.00	\$ 1,935.00	\$ 5.00	\$ 9,675.00	\$ 1.00	\$ 1,935.00	\$ 27.73	\$ 53,657.55	\$ 3.00	\$ 5,805.00
109	4' Sanitary Sewer Manhole (Coated) with Watertight Frame and Cover, up to 6' of depth, furnish and install complete in place, as per specifications.	11	EA	\$ 6,250.00	\$ 68,750.00	\$ 8,000.00	\$ 88,000.00	\$ 7,385.00	\$ 81,235.00	\$ 6,400.00	\$ 70,400.00	\$ 7,000.00	\$ 77,000.00
110	4' Sanitary Sewer Manhole Extra Depth (Coated), greater than 6' of depth, furnish and install complete in place	4	VF	\$ 660.00	\$ 2,640.00	\$ 225.00	\$ 900.00	\$ 635.00	\$ 2,540.00	\$ 256.00	\$ 1,024.00	\$ 450.00	\$ 1,800.00
111	4' Watertight Sanitary Sewer Manhole with 4" Flanged Vent, furnish and install complete in place, as per specifications.	1	EA	\$ 11,250.00	\$ 11,250.00	\$ 12,000.00	\$ 12,000.00	\$ 19,108.00	\$ 19,108.00	\$ 11,000.00	\$ 11,000.00	\$ 9,400.00	\$ 9,400.00
112	Drop Connection to Existing 54" TRA Manhole, work fully performed as per specifications	1	EA	\$ 13,000.00	\$ 13,000.00	\$ 25,000.00	\$ 25,000.00	\$ 18,183.00	\$ 18,183.00	\$ 10,440.00	\$ 10,440.00	\$ 32,000.00	\$ 32,000.00
113	6' Sanitary Sewer Pipe, Furnish and install 6" (SDR-35) PVC pipe material on hand at job site per specifications including backfill, fittings, and cleanup.	1920	LF	\$ 74.00	\$ 142,080.00	\$ 80.00	\$ 153,600.00	\$ 49.25	\$ 94,560.00	\$ 67.00	\$ 128,640.00	\$ 60.00	\$ 115,200.00
114	4" PVC Sanitary Sewer Service, Furnish and install PVC pipe material on hand at job site per specifications including backfill, fittings, cleanouts, RV Connection and cleanup.	915	LF	\$ 55.00	\$ 50,325.00	\$ 60.00	\$ 54,900.00	\$ 55.42	\$ 50,709.30	\$ 67.00	\$ 61,305.00	\$ 45.00	\$ 41,175.00


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115	167KVA Transformer, work fully performed as per specifications, complete in place.	2	EA	\$ 30,800.00	\$ 61,600.00	\$ 20,000.00	\$ 40,000.00	\$ 37,175.00	\$ 74,350.00	\$ 37,300.00	\$ 74,600.00	\$ 14,380.00	\$ 28,760.00
116	Panelboard, work fully performed as per specifications, complete in place.	2	EA	\$ 13,500.00	\$ 27,000.00	\$ 10,000.00	\$ 20,000.00	\$ 30,365.00	\$ 60,730.00	\$ 9,900.00	\$ 19,800.00	\$ 19,350.00	\$ 38,700.00
117	Electrical Pedestals, work fully performed as per specifications, complete in place.	1	LS	\$ 31,000.00	\$ 31,000.00	\$ 20,000.00	\$ 20,000.00	\$ 150,590.00	\$ 150,590.00	\$ 64,000.00	\$ 64,000.00	\$ 75,600.00	\$ 75,600.00
118	Misc. Electrical, work fully performed as per specifications, complete in place.	1	LS	\$ 19,250.00	\$ 19,250.00	\$ 10,000.00	\$ 10,000.00	\$ 7,620.00	\$ 7,620.00	\$ 515,620.00	\$ 515,620.00	\$ 40,000.00	\$ 40,000.00
119	Conductor work fully performed as per specifications, complete in place.	26600	LF	\$ 7.20	\$ 191,520.00	\$ 7.00	\$ 186,200.00	\$ 15.50	\$ 412,300.00	\$ 14.86	\$ 395,276.00	\$ 20.00	\$ 532,000.00
120	Dedicated Electrical Trench, work fully performed as per specifications, complete in place.	2000	LF	\$ 7.70	\$ 15,400.00	\$ 8.00	\$ 16,000.00	\$ 55.95	\$ 111,900.00	\$ 40.00	\$ 80,000.00	\$ 4.00	\$ 8,000.00
121	Utility Adjustment Allowance, work fully performed as per specifications, complete in place.	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
TOTAL BID AMOUNT (Section I)				\$ 776,412.50		\$ 930,150.00		\$ 1,359,889.35		\$ 1,606,752.05		\$ 1,132,665.00	


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SECTION II LOOP F													
201	Mobilization, work fully performed as per specifications, complete in place.	1	LS	\$ 27,500.00	\$ 27,500.00	\$ 45,000.00	\$ 45,000.00	\$ 25,500.00	\$ 25,500.00	\$ 15,430.00	\$ 15,430.00	\$ 41,070.00	\$ 41,070.00
202	Site Preparation including clearing and grubbing, fence removal and relocation, work fully performed as per specifications.	1	LS	\$ 23,500.00	\$ 23,500.00	\$ 45,000.00	\$ 45,000.00	\$ 134,300.00	\$ 134,300.00	\$ 18,800.00	\$ 18,800.00	\$ 18,000.00	\$ 18,000.00
203	As-Built Survey, for final survey of improvements at the request of the Owner.	1	LS	\$ 2,750.00	\$ 2,750.00	\$ 1,000.00	\$ 1,000.00	\$ 5,885.00	\$ 5,885.00	\$ 2,350.00	\$ 2,350.00	\$ 1,800.00	\$ 1,800.00
204	Construction Staking, work fully performed as per specifications, complete in place.	1	LS	\$ 3,250.00	\$ 3,250.00	\$ 10,000.00	\$ 10,000.00	\$ 12,562.00	\$ 12,562.00	\$ 10,700.00	\$ 10,700.00	\$ 3,750.00	\$ 3,750.00
205	Joint Stormwater Pollution Prevention Plan and specifications, furnish and install complete with NOI and NOT submittals.	1	LS	\$ 12,750.00	\$ 12,750.00	\$ 30,000.00	\$ 30,000.00	\$ 11,845.00	\$ 11,845.00	\$ 13,000.00	\$ 13,000.00	\$ 10,050.00	\$ 10,050.00
206	Native Seeding, furnish and install complete in place, including an erosion fiber mat.	3395	SY	\$ 8.50	\$ 28,857.50	\$ 3.00	\$ 10,185.00	\$ 6.60	\$ 22,407.00	\$ 0.60	\$ 2,037.00	\$ 5.00	\$ 16,975.00
207	Asphalt Pavement repairs, furnish and install complete in place	635	SY	\$ 75.00	\$ 47,625.00	\$ 250.00	\$ 158,750.00	\$ 173.20	\$ 109,982.00	\$ 46.50	\$ 29,527.50	\$ 60.00	\$ 38,100.00


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208	Trench Safety, furnish and install complete in place, including sheeting, shoring and bracing where required by OSHA Standards that are in effect at the time of bid opening.	3381	LF	\$ 0.50	\$ 1,690.50	\$ 5.00	\$ 16,905.00	\$ 1.00	\$ 3,381.00	\$ 27.73	\$ 93,755.13	\$ 3.00	\$ 10,143.00
209	4' Sanitary Sewer Manhole (Coated) with Watertight Frame and Cover, up to 6' of depth, furnish and install complete in place, as per specifications.	12	EA	\$ 6,250.00	\$ 75,000.00	\$ 8,000.00	\$ 96,000.00	\$ 7,390.00	\$ 88,680.00	\$ 6,400.00	\$ 76,800.00	\$ 7,000.00	\$ 84,000.00
210	4' Sanitary Sewer Manhole Extra Depth (Coated), greater than 6' of depth, furnish and install complete in place	11	VF	\$ 660.00	\$ 7,260.00	\$ 225.00	\$ 2,475.00	\$ 635.00	\$ 6,985.00	\$ 256.00	\$ 2,816.00	\$ 450.00	\$ 4,950.00
211	4' Watertight Sanitary Sewer Manhole with 4" Flanged Vent, furnish and install complete in place, as per specifications.	1	EA	\$ 11,250.00	\$ 11,250.00	\$ 12,000.00	\$ 12,000.00	\$ 18,375.00	\$ 18,375.00	\$ 11,000.00	\$ 11,000.00	\$ 9,400.00	\$ 9,400.00
212	Drop Connection to Existing 54" TRA Manhole, work fully performed as per specifications	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,185.00	\$ 18,185.00	\$ 10,440.00	\$ 10,440.00	\$ 32,000.00	\$ 32,000.00
213	6' Sanitary Sewer Pipe, Furnish and install 6" (SDR-35) PVC pipe material on hand at job site per specifications including backfill, fittings, and cleanup.	2296	LF	\$ 68.00	\$ 156,128.00	\$ 80.00	\$ 183,680.00	\$ 53.10	\$ 121,917.60	\$ 67.00	\$ 153,832.00	\$ 60.00	\$ 137,760.00
214	4" PVC Sanitary Sewer Service, Furnish and install PVC pipe material on hand at job site per specifications including backfill, fittings, cleanouts, RV Connection and cleanup.	1874	LF	\$ 55.00	\$ 103,070.00	\$ 60.00	\$ 112,440.00	\$ 55.00	\$ 103,070.00	\$ 67.00	\$ 125,558.00	\$ 45.00	\$ 84,330.00


	City of Grand Prairie			Loyd Park Wastewater and Electrical Improvments (W.O #620.15)									
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215	Sewer Concrete Encasement, Furnish and install concrete encasement as where shown on plans and in accordance with the details.	141	LF	\$ 120.00	\$ 16,920.00	\$ 50.00	\$ 7,050.00	\$ 53.35	\$ 7,522.35	\$ 30.00	\$ 4,230.00	\$ 130.00	\$ 18,330.00
216	167KVA Transformer, work fully performed as per specifications, complete in place.	1	EA	\$ 30,800.00	\$ 30,800.00	\$ 20,000.00	\$ 20,000.00	\$ 37,380.00	\$ 37,380.00	\$ 37,300.00	\$ 37,300.00	\$ 14,380.00	\$ 14,380.00
217	Panelboard, work fully performed as per specifications, complete in place.	1	EA	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 30,530.00	\$ 30,530.00	\$ 9,900.00	\$ 9,900.00	\$ 19,350.00	\$ 19,350.00
218	Electrical Pedestals, work fully performed as per specifications, complete in place.	1	LS	\$ 49,250.00	\$ 49,250.00	\$ 40,000.00	\$ 40,000.00	\$ 110,700.00	\$ 110,700.00	\$ 48,250.00	\$ 48,250.00	\$ 58,800.00	\$ 58,800.00
219	Misc. Electrical, work fully performed as per specifications, complete in place.	1	LS	\$ 14,100.00	\$ 14,100.00	\$ 10,000.00	\$ 10,000.00	\$ 7,100.00	\$ 7,100.00	\$ 285,100.00	\$ 285,100.00	\$ 40,000.00	\$ 40,000.00
220	Conductor, work fully performed as per specifications, complete in place.	12900	LF	\$ 10.50	\$ 135,450.00	\$ 8.00	\$ 103,200.00	\$ 17.35	\$ 223,815.00	\$ 14.86	\$ 191,694.00	\$ 20.00	\$ 258,000.00
221	Dedicated Electrical Trench, work fully performed as per specifications, complete in place.	200	LF	\$ 7.70	\$ 1,540.00	\$ 8.00	\$ 1,600.00	\$ 55.95	\$ 11,190.00	\$ 40.00	\$ 8,000.00	\$ 4.00	\$ 800.00


	City of Grand Prairie			Loyd Park Wastewater and Electrical Improvments (W.O #620.15)									
	Bid Tabulation			December 17, 2019									
Engineer: Freese and Nichols, Inc. Bid Date: Tuesday, December 17, 2019 Bid Time: 3:30 PM				<u>Gra-Tex Utilities, Inc.</u> P.O. Box 700 Arlington, TX 76004 James Brent 817-276-5800 gratex@sbcglobal.net		<u>North Texas Contracting, Inc.</u> 4999 Keller Haslet Rd Fort Worth, TX 76244 Zach Fusilier 817-430-9500 bids@ntexcon.com		<u>Fort Worth Civil Constructors, LLC</u> P.O. Box 164513 Fort Worth, TX 76161 Jonathan R. Dixon 817-562-2292 austin@fwcivcon.com		<u>Excel Aircraft LLC, DBA Excel Trenching</u> 2228 SE Loop 59 Carthage, TX 75633 Derrick Gage 210-823-6778 derrickgage@excelmulching.com		<u>ENGINEER ESTIMATE</u> <u>Freese and Nichols, Inc.</u> 4055 International Plaza Fort Worth, TX 76109 Aaron B. Conine, P.E. 817-735-7469 aaron.conine@freese.com	
				\$ 2,337,167.00		\$ 2,765,550.00		\$ 3,575,874.00		\$ 3,861,628.00		\$ 2,985,995.00	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
				Cell Highlighted in Yellow = Error in Contractor's Bid									
222	Utility Adjustment Allowance, work fully performed as per specifications, complete in place.	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
223	5' Sanitary Sewer Manhole (Coated) with Watertight Frame and Cover, up to 6' of depth, furnish and install complete in place, as per specifications.	2	EA	\$ 7,700.00	\$ 15,400.00	\$ 16,000.00	\$ 32,000.00	\$ 8,580.00	\$ 17,160.00	\$ 8,340.00	\$ 16,680.00	\$ 10,900.00	\$ 21,800.00
TOTAL BID AMOUNT (Section II)				\$ 811,591.00		\$ 971,285.00		\$ 1,132,471.95		\$ 1,171,199.63		\$ 927,788.00	


	City of Grand Prairie			Loyd Park Wastewater and Electrical Improvments (W.O #620.15)									
	Bid Tabulation			December 17, 2019									
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				\$ 2,337,167.00		\$ 2,765,550.00		\$ 3,575,874.00		\$ 3,861,628.00		\$ 2,985,995.00	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
				Cell Highlighted in Yellow = Error in Contractor's Bid									
SECTION III LOOP G													
301	Mobilization, work fully performed as per specifications, complete in place.	1	LS	\$ 27,500.00	\$ 27,500.00	\$ 40,000.00	\$ 40,000.00	\$ 13,300.00	\$ 13,300.00	\$ 13,300.00	\$ 13,300.00	\$ 41,070.00	\$ 41,070.00
302	Site Preparation including clearing and grubbing, fence removal and relocation, work fully performed as per specifications.	1	LS	\$ 23,500.00	\$ 23,500.00	\$ 50,000.00	\$ 50,000.00	\$ 125,880.00	\$ 125,880.00	\$ 18,800.00	\$ 18,800.00	\$ 24,000.00	\$ 24,000.00
303	As-Built Survey, for final survey of improvements at the request of the Owner.	1	LS	\$ 2,750.00	\$ 2,750.00	\$ 1,000.00	\$ 1,000.00	\$ 5,900.00	\$ 5,900.00	\$ 2,300.00	\$ 2,300.00	\$ 2,400.00	\$ 2,400.00
304	Construction Staking, work fully performed as per specifications, complete in place.	1	LS	\$ 3,250.00	\$ 3,250.00	\$ 10,000.00	\$ 10,000.00	\$ 12,560.00	\$ 12,560.00	\$ 10,200.00	\$ 10,200.00	\$ 5,000.00	\$ 5,000.00
305	Joint Stormwater Pollution Prevention Plan and specifications, furnish and install complete with NOI and NOT submittals.	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,100.00	\$ 10,100.00	\$ 7,600.00	\$ 7,600.00	\$ 13,400.00	\$ 13,400.00
306	Native Seeding, furnish and install complete in place, including an erosion fiber mat.	4560	SY	\$ 8.50	\$ 38,760.00	\$ 3.00	\$ 13,680.00	\$ 6.75	\$ 30,780.00	\$ 0.60	\$ 2,736.00	\$ 5.00	\$ 22,800.00
307	Asphalt Pavement Repairs, furnish and install complete in place	485	SY	\$ 75.00	\$ 36,375.00	\$ 250.00	\$ 121,250.00	\$ 157.10	\$ 76,193.50	\$ 46.50	\$ 22,552.50	\$ 60.00	\$ 29,100.00


		City of Grand Prairie		Loyd Park Wastewater and Electrical Improvments (W.O #620.15)									
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				\$ 2,337,167.00		\$ 2,765,550.00		\$ 3,575,874.00		\$ 3,861,628.00		\$ 2,985,995.00	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
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308	Trench Safety, furnish and install complete in place, including sheeting, shoring and bracing where required by OSHA Standards that are in effect at the time of bid opening.	2213	LF	\$ 0.25	\$ 553.25	\$ 5.00	\$ 11,065.00	\$ 1.00	\$ 2,213.00	\$ 27.73	\$ 61,366.49	\$ 3.00	\$ 6,639.00
309	4' Sanitary Sewer Manhole (Coated) with Watertight Frame and Cover, up to 6' of depth, furnish and install complete in place, as per specifications.	8	EA	\$ 6,250.00	\$ 50,000.00	\$ 8,000.00	\$ 64,000.00	\$ 7,065.00	\$ 56,520.00	\$ 6,400.00	\$ 51,200.00	\$ 7,000.00	\$ 56,000.00
310	5' Sanitary Sewer Manhole (Coated) with Watertight Frame and Cover, up to 6' of depth, furnish and install complete in place, as per specifications.	3	EA	\$ 16,500.00	\$ 49,500.00	\$ 16,000.00	\$ 48,000.00	\$ 8,970.00	\$ 26,910.00	\$ 8,340.00	\$ 25,020.00	\$ 10,900.00	\$ 32,700.00
311	4' Sanitary Sewer Manhole Extra Depth (Coated), greater than 6' of depth, furnish and install complete in place	5	VF	\$ 660.00	\$ 3,300.00	\$ 225.00	\$ 1,125.00	\$ 635.00	\$ 3,175.00	\$ 256.00	\$ 1,280.00	\$ 450.00	\$ 2,250.00
312	5' Sanitary Sewer Manhole Extra Depth (Coated), greater than 6' of depth, furnish and install complete in place	36	VF	\$ 725.00	\$ 26,100.00	\$ 375.00	\$ 13,500.00	\$ 722.00	\$ 25,992.00	\$ 360.00	\$ 12,960.00	\$ 703.00	\$ 25,308.00
313	4' Watertight Sanitary Sewer Manhole with 4" Flanged Vent, furnish and install complete in place, as per specifications.	1	EA	\$ 11,250.00	\$ 11,250.00	\$ 11,000.00	\$ 11,000.00	\$ 17,680.00	\$ 17,680.00	\$ 11,000.00	\$ 11,000.00	\$ 9,400.00	\$ 9,400.00
314	Outside Drop Connection to Proposed City Manhole, work fully performed as per specifications.	1	EA	\$ 6,250.00	\$ 6,250.00	\$ 10,000.00	\$ 10,000.00	\$ 10,500.00	\$ 10,500.00	\$ 10,440.00	\$ 10,440.00	\$ 12,500.00	\$ 12,500.00


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				\$ 2,337,167.00		\$ 2,765,550.00		\$ 3,575,874.00		\$ 3,861,628.00		\$ 2,985,995.00			
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315	Drop Connection to Existing 54" TRA Manhole, work fully performed as per specifications	1	EA	\$ 38,000.00	\$ 38,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,185.00	\$ 18,185.00	\$ 10,440.00	\$ 10,440.00	\$ 32,000.00	\$ 32,000.00		
316	6' Sanitary Sewer Pipe, Furnish and install 6" (SDR-35) PVC pipe material on hand at job site per specifications including backfill, fittings, and cleanup.	996	LF	\$ 61.00	\$ 60,756.00	\$ 80.00	\$ 79,680.00	\$ 54.10	\$ 53,883.60	\$ 67.00	\$ 66,732.00	\$ 60.00	\$ 59,760.00		
317	6' Sanitary Sewer Pipe, Furnish and install 6" (SDR-26) PVC pipe material on hand at job site per specifications including backfill, fittings, and cleanup.	1064	LF	\$ 61.00	\$ 64,904.00	\$ 85.00	\$ 90,440.00	\$ 57.80	\$ 61,499.20	\$ 67.00	\$ 71,288.00	\$ 70.00	\$ 74,480.00		
318	4" PVC Sanitary Sewer Service, Furnish and install PVC pipe material on hand at job site per specifications including backfill, fittings, cleanouts, RV Connection and cleanup.	1545	LF	\$ 57.00	\$ 88,065.00	\$ 60.00	\$ 92,700.00	\$ 55.00	\$ 84,975.00	\$ 67.00	\$ 103,515.00	\$ 45.00	\$ 69,525.00		
319	8" PVC Sanitary Sewer Pipe, Furnish and install 8" (SDR-26) PVC pipe material on hand at job site per specifications including backfill, fittings, and cleanup.	145	LF	\$ 60.00	\$ 8,700.00	\$ 85.00	\$ 12,325.00	\$ 78.90	\$ 11,440.50	\$ 70.00	\$ 10,150.00	\$ 82.00	\$ 11,890.00		
320	Sewer Concrete Encasement, Furnish and install concrete encasement as where shown on plans and in accordance with the details.	123	LF	\$ 115.00	\$ 14,145.00	\$ 50.00	\$ 6,150.00	\$ 53.34	\$ 6,560.82	\$ 30.00	\$ 3,690.00	\$ 130.00	\$ 15,990.00		
321	167KVA Transformer, work fully performed as per specifications, complete in place.	1	EA	\$ 30,800.00	\$ 30,800.00	\$ 30,000.00	\$ 30,000.00	\$ 37,375.00	\$ 37,375.00	\$ 37,300.00	\$ 37,300.00	\$ 14,380.00	\$ 14,380.00		


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						\$ 2,337,167.00		\$ 2,765,550.00		\$ 3,575,874.00		\$ 3,861,628.00		\$ 2,985,995.00	
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322	Panelboard, work fully performed as per specifications, complete in place.	1	EA	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 30,530.00	\$ 30,530.00	\$ 9,900.00	\$ 9,900.00	\$ 19,350.00	\$ 19,350.00		
323	Electrical Pedestals, work fully performed as per specifications, complete in place.	1	LS	\$ 22,350.00	\$ 22,350.00	\$ 20,000.00	\$ 20,000.00	\$ 114,400.00	\$ 114,400.00	\$ 49,100.00	\$ 49,100.00	\$ 58,800.00	\$ 58,800.00		
324	Misc. Electrical, work fully performed as per specifications, complete in place.	1	LS	\$ 17,750.00	\$ 17,750.00	\$ 10,000.00	\$ 10,000.00	\$ 11,550.00	\$ 11,550.00	\$ 279,000.00	\$ 279,000.00	\$ 40,000.00	\$ 40,000.00		
325	Conductor, work fully performed as per specifications, complete in place.	12100	LF	\$ 7.65	\$ 92,565.00	\$ 6.00	\$ 72,600.00	\$ 18.20	\$ 220,220.00	\$ 14.86	\$ 179,806.00	\$ 20.00	\$ 242,000.00		
326	Dedicated Electrical Trench, work fully performed as per specifications, complete in place.	200	LF	\$ 7.70	\$ 1,540.00	\$ 8.00	\$ 1,600.00	\$ 55.95	\$ 11,190.00	\$ 40.00	\$ 8,000.00	\$ 4.00	\$ 800.00		
327	Utility Adjustment Allowance, work fully performed as per specifications, complete in place.	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00		
TOTAL BID AMOUNT (Section III)				\$ 749,163.25		\$ 864,115.00		\$ 1,083,512.62		\$ 1,083,675.99		\$ 925,542.00			

	City of Grand Prairie			Loyd Park Wastewater and Electrical Improvments (W.O #620.15)									
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				\$ 2,337,167.00		\$ 2,765,550.00		\$ 3,575,874.00		\$ 3,861,628.00		\$ 2,985,995.00	
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Alternate Bid A Concrete Manholes with Microbiological Additive													
A1	4' Sanitary Sewer Manhole (Microbiological Additive) with Watertight Frame and Cover, up to 6' of depth, furnish and install complete in place, as per specifications.	31	EA	\$ 5,200.00	\$ 161,200.00	\$ 700.0	\$ 21,700.00	\$ 8,744.00	\$ 271,064.00	\$ 7,950.00	\$ 246,450.00	\$ 7,500.00	\$ 232,500.00
A2	5' Sanitary Sewer Manhole (Microbiological Additive) with Watertight Frame and Cover, up to 6' of depth, furnish and install complete in place, as per specifications.	5	EA	\$ 10,500.00	\$ 52,500.00	\$ 1,000.0	\$ 5,000.00	\$ 11,302.00	\$ 56,510.00	\$ 9,560.00	\$ 47,800.00	\$ 11,500.00	\$ 57,500.00
A3	4' Sanitary Sewer Manhole Extra Depth (Microbiological Additive), greater than 6' of depth, furnish and install complete in place	20	VF	\$ 620.00	\$ 12,400.00	\$ 75.0	\$ 1,500.00	\$ 778.00	\$ 15,560.00	\$ 385.00	\$ 7,700.00	\$ 600.00	\$ 12,000.00
A4	5' Sanitary Sewer Manhole Extra Depth (Microbiological Additive), greater than 6' of depth, furnish and install complete in place	36	VF	\$ 720.00	\$ 25,920.00	\$ 100.0	\$ 3,600.00	\$ 1,016.00	\$ 36,576.00	\$ 540.00	\$ 19,440.00	\$ 750.00	\$ 27,000.00
A5	4' Vented Sanitary Sewer Manhole with Watertight Frame and Cover (Microbiological Additive), furnish and install complete in place, as per specifications.	3	EA	\$ 10,500.00	\$ 31,500.00	\$ 1,000.0	\$ 3,000.00	\$ 18,014.00	\$ 54,042.00	\$ 9,200.00	\$ 27,600.00	\$ 10,000.00	\$ 30,000.00
ALTERNATE BID A TOTAL*				\$ 283,520.00		\$ 34,800.00		\$ 433,752.00		\$ 348,990.00		\$ 359,000.00	

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				\$ 2,337,167.00		\$ 2,765,550.00		\$ 3,575,874.00		\$ 3,861,628.00		\$ 2,985,995.00	
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Alternate Bid B Loop B Electrical Improvements													
B1	Mobilization, work fully performed as per specifications, complete in place.	1	LS	\$ 27,500.00	\$ 27,500.00	\$ 4,000.00	\$ 4,000.00	\$ 11,135.00	\$ 11,135.00	\$ 5,000.00	\$ 5,000.00	\$ 41,070.00	\$ 41,070.00
B2	Site Preparation including clearing and grubbing, fence removal and relocation, work fully performed as per specifications.	1	LS	\$ 23,500.00	\$ 23,500.00	\$ 1,000.00	\$ 1,000.00	\$ 32,100.00	\$ 32,100.00	\$ 18,800.00	\$ 18,800.00	\$ 18,000.00	\$ 18,000.00
B3	As-Built Survey, for final survey of improvements at the request of the Owner.	1	LS	\$ 2,750.00	\$ 2,750.00	\$ 1,000.00	\$ 1,000.00	\$ 3,615.00	\$ 3,615.00	\$ 2,300.00	\$ 2,300.00	\$ 1,800.00	\$ 1,800.00
B4	Construction Staking, work fully performed as per specifications, complete in place.	1	LS	\$ 3,250.00	\$ 3,250.00	\$ 4,000.00	\$ 4,000.00	\$ 7,710.00	\$ 7,710.00	\$ 13,210.00	\$ 13,210.00	\$ 3,750.00	\$ 3,750.00
B5	Joint Stormwater Pollution Prevention Plan and specifications, furnish and install complete with NOI and NOT submittals.	1	LS	\$ 3,450.00	\$ 3,450.00	\$ 10,000.00	\$ 10,000.00	\$ 10,150.00	\$ 10,150.00	\$ 12,300.00	\$ 12,300.00	\$ 10,500.00	\$ 10,500.00
B6	Native Seeding, furnish and install complete in place, including an erosion fiber mat.	2100	SY	\$ 8.65	\$ 18,165.00	\$ 3.00	\$ 6,300.00	\$ 6.75	\$ 14,175.00	\$ 0.60	\$ 1,260.00	\$ 5.00	\$ 10,500.00
B7	Asphalt Pavement Repairs, furnish and install complete in place	450	SY	\$ 175.00	\$ 78,750.00	\$ 250.00	\$ 112,500.00	\$ 145.55	\$ 65,497.50	\$ 46.50	\$ 20,925.00	\$ 60.00	\$ 27,000.00

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				\$ 2,337,167.00		\$ 2,765,550.00		\$ 3,575,874.00		\$ 3,861,628.00		\$ 2,985,995.00	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
				Cell Highlighted in Yellow = Error in Contractor's Bid									
B8	167KVA Transformer, work fully performed as per specifications, complete in place.	2	EA	\$ 30,800.00	\$ 61,600.00	\$ 30,000.00	\$ 60,000.00	\$ 37,035.00	\$ 74,070.00	\$ 37,300.00	\$ 74,600.00	\$ 14,380.00	\$ 28,760.00
B9	Panelboard, work fully performed as per specifications, complete in place.	2	EA	\$ 14,100.00	\$ 28,200.00	\$ 10,000.00	\$ 20,000.00	\$ 30,254.00	\$ 60,508.00	\$ 9,900.00	\$ 19,800.00	\$ 19,350.00	\$ 38,700.00
B10	Electrical Pedestals, work fully performed as per specifications, complete in place.	1	LS	\$ 39,500.00	\$ 39,500.00	\$ 30,000.00	\$ 30,000.00	\$ 173,617.00	\$ 173,617.00	\$ 75,130.00	\$ 75,130.00	\$ 84,000.00	\$ 84,000.00
B11	Misc. Electrical, work fully performed as per specifications, complete in place.	1	LS	\$ 20,750.00	\$ 20,750.00	\$ 10,000.00	\$ 10,000.00	\$ 12,385.00	\$ 12,385.00	\$ 534,000.00	\$ 534,000.00	\$ 40,000.00	\$ 40,000.00
B12	Conductor, work fully performed as per specifications, complete in place.	13400	LF	\$ 9.25	\$ 123,950.00	\$ 8.00	\$ 107,200.00	\$ 17.35	\$ 232,490.00	\$ 14.86	\$ 199,124.00	\$ 20.00	\$ 268,000.00
B13	Dedicated Electrical Trench, work fully performed as per specifications, complete in place.	3200	LF	\$ 7.70	\$ 24,640.00	\$ 8.00	\$ 25,600.00	\$ 55.45	\$ 177,440.00	\$ 40.00	\$ 128,000.00	\$ 4.00	\$ 12,800.00
ALTERNATE BID B TOTAL				\$ 456,005.00		\$ 391,600.00		\$ 874,892.50		\$ 1,104,449.00		\$ 584,880.00	

	City of Grand Prairie			Loyd Park Wastewater and Electrical Improvments (W.O #620.15)									
	Bid Tabulation			December 17, 2019									
Engineer: Freese and Nichols, Inc. Bid Date: Tuesday, December 17, 2019 Bid Time: 3:30 PM				<u>Gra-Tex Utilities, Inc.</u> P.O. Box 700 Arlington, TX 76004 James Brent 817-276-5800 gratex@sbcglobal.net		<u>North Texas Contracting, Inc.</u> 4999 Keller Haslet Rd Fort Worth, TX 76244 Zach Fusilier 817-430-9500 bids@ntexcon.com		<u>Fort Worth Civil Constructors, LLC</u> P.O. Box 164513 Fort Worth, TX 76161 Jonathan R. Dixon 817-562-2292 austin@fwcivcon.com		<u>Excel Aircraft LLC, DBA Excel Trenching</u> 2228 SE Loop 59 Carthage, TX 75633 Derrick Gage 210-823-6778 derrickgage@excelmulching.com		<u>ENGINEER ESTIMATE</u> <u>Freese and Nichols, Inc.</u> 4055 International Plaza Fort Worth, TX 76109 Aaron B. Conine, P.E. 817-735-7469 aaron.conine@freese.com	
				\$ 2,337,167.00		\$ 2,765,550.00		\$ 3,575,874.00		\$ 3,861,628.00		\$ 2,985,995.00	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
				Cell Highlighted in Yellow = Error in Contractor's Bid									
Alternate Bid C Conductor Material Upgrade to Copper													
C1	Misc. Electrical, additional cost associated with changing the conductor material to copper beyond the conductor.	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 26,420.00	\$ 26,420.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
C2	Conductor, additional cost associated with changing the conductor material to copper.	51600	LF	\$ 3.88	\$ 200,208.00	\$ 4.00	\$ 206,400.00	\$ 16.50	\$ 851,400.00	\$ 31.20	\$1,609,920.00	\$ 40.00	\$2,064,000.00
ALTERNATE BID C TOTAL				\$ 210,208.00		\$ 216,400.00		\$ 877,820.00		\$ 1,619,920.00		\$ 2,084,000.00	
Alternate Bid D Conduit for Cable													
D1**	Aluminum Conductor in Conduit, cost savings associated with changing the cable from direct bury to conduit installed.	51600	LF		\$ -	\$ 5.00	\$ 258,000.00	\$ 58.45	\$ 3,016,020.00	\$ 18.48	\$ 953,568.00	\$ 30.00	\$1,548,000.00
D2	Copper Conductor in Conduit, work fully performed as per specifications, complete in place.	51600	LF	\$ 4.92	\$ 253,872.00	\$ 5.00	\$ 258,000.00	\$ 70.00	\$ 3,612,000.00	\$ 18.48	\$ 953,568.00	\$ 20.00	\$1,032,000.00
ALTERNATE BID D (Largest Alternate)				\$ 253,872.00		\$ 258,000.00		\$ 3,612,000.00		\$ 953,568.000		\$ 1,548,000.000	

				City of Grand Prairie				Loyd Park Wastewater and Electrical Improvments (W.O #620.15)									
				Bid Tabulation				December 17, 2019									
Engineer: Freese and Nichols, Inc. Bid Date: Tuesday, December 17, 2019 Bid Time: 3:30 PM								<u>Gra-Tex Utilities, Inc.</u> P.O. Box 700 Arlington, TX 76004 James Brent 817-276-5800 gratex@sbcglobal.net		<u>North Texas Contracting, Inc.</u> 4999 Keller Haslet Rd Fort Worth, TX 76244 Zach Fusilier 817-430-9500 bids@ntexcon.com		<u>Fort Worth Civil Constructors, LLC</u> P.O. Box 164513 Fort Worth, TX 76161 Jonathan R. Dixon 817-562-2292 austin@fwcivcon.com		<u>Excel Aircraft LLC, DBA Excel Trenching</u> 2228 SE Loop 59 Carthage, TX 75633 Derrick Gage 210-823-6778 derrickgage@excelmulching.com		<u>ENGINEER ESTIMATE Freese and Nichols, Inc.</u> 4055 International Plaza Fort Worth, TX 76109 Aaron B. Conine, P.E. 817-735-7469 aaron.conine@freese.com	
								\$ 2,337,167.00		\$ 2,765,550.00		\$ 3,575,874.00		\$ 3,861,628.00		\$ 2,985,995.00	
ITEM NO.	DESCRIPTION			QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
Cell Highlighted in Yellow = Error in Contractor's Bid																	

BASE BID SUMMARY													
SECTION I - LOOP A TOTAL				\$	776,412.50	\$	930,150.00	\$	1,359,889.35	\$	1,606,752.05	\$	1,132,665.00
SECTION II - LOOP F TOTAL				\$	811,591.00	\$	971,285.00	\$	1,132,471.95	\$	1,171,199.63	\$	927,788.00
SECTION III - LOOP G TOTAL				\$	749,163.25	\$	864,115.00	\$	1,083,512.62	\$	1,083,675.99	\$	925,542.00
TOTAL BASE BID (Section I, II, and III)				\$	2,337,167.00	\$	2,765,550.00	\$	3,575,874.00	\$	3,861,628.00	\$	2,985,995.00
Added Alternate Bid													
Alternate Bid A Total				\$	283,520.00	\$	34,800.00	\$	433,752.00	\$	348,990.00	\$	359,000.00
Alternate Bid B Total				\$	456,005.00	\$	391,600.00	\$	874,892.50	\$	1,104,449.00	\$	584,880.00
Alternate Bid C Total				\$	210,208.00	\$	216,400.00	\$	877,820.00	\$	1,619,920.00	\$	2,084,000.00
Alternate Bid D (Largest Value)				\$	253,872.00	\$	258,000.00	\$	3,612,000.00	\$	953,568.00	\$	1,548,000.00

Notes:

* In alternate A North Texas Contracting provided the additional cost required for them to upgrade to the Microbiological Additive manholes not the total cost as requested. The correct amount for North Texas for this alternate is as shown in the recommendation for award letter.

**Gra-Tex Only provide one amount for Alternate D but stated that the price would be honored if aluminum in conductor was awarded.

List of References

Previous Projects: List of completed projects of similar type work for the past five (5) years. (Use additional sheets if necessary.)

1. Project: Tuck Wren & Lovers
Percent Complete: 100%
Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Water & Sewer Rehab on Mesidendral
Street in Arlington Texas.

Owner/Agency: City of Arlington
Year Started: 2017 Contract Price: 2.7 Million
Contact Person: John Morgan Phone: 817-459-6609

2. Project: 2016 WSM-P
Percent Complete: 100%
Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Water & Sewer replacements on Mesidendral
Streets

Owner/Agency: City of Fort Worth

Year Built: 2018-19 Contract Price: 2.2 million

Contact Person: Chris Underwood Phone: 817-392-2624

3. Project: E. Road to Six Flags & New Haven

Percent Complete: 100%

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Water & Sewer Replacements in Road to Six Flags Street

Owner/Agency: City of Arlington

Year Started: 2018 Contract Price: 2.9 million

Contact Person: Lori Du Phone: 817-459-6600

4. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

5. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

Current Projects: List active projects of similar type work:

1. Project: FY2017 WTH & WW Replacements
Percent Complete: 70%
Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Water & Waste Water Replacements on
Six residential streets

Owner/Agency: City of Grand Prairie
Year Started: 2019 Contract Price: 2.9 Million
Contact Person: George famous Phone: _____

2. Project: Turner Warnell Road Extension
Percent Complete: 50%
Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Water, Sewer & Storm for a new roadway
in Mansfield.

Owner/Agency: City of Mansfield

Year Built: 2019 Contract Price: 500K

Contact Person: Gus Chavarria Phone: 817-276-4235

3. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

4. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

5. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

References: Use a separate sheet if needed.

Trade references (List Company, Address, Contact Person, and Phone):

Texas Water Products

5825 E. Berry St., FW, TX 76119

Zane Cook

817-654-2006

Bank References (List Institution, Address, Contact Person, and Phone)

Michael Rose for Chase Bank

4330 Little Road, Arlington, TX 76016

Municipal References (List Municipality, Address, Contact Person, and Phone)

Lorinda PM for City of Arlington

101 W. Abram St., Arlington, TX 76010

817-459-6600

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 318793 / 01917403
 Project Title: Loyd Park Electric & SS
 Current Request: \$552,443.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Construction 68540	\$2,133,729	\$2,133,729	\$552,443	\$2,686,172	\$2,686,172
Eng/Con/Geo 68560	\$338,358	\$23,513	\$0	\$23,513	\$338,358
Labor 68999	\$127,913	\$127,913	\$0	\$127,913	\$127,913
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$2,600,000	\$2,285,155	\$552,443	\$2,837,598	\$3,152,443



Legislation Details (With Text)

File #:	19-9661	Version:	1	Name:	Library Parking Lot Security System
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	12/20/2019	In control:		In control:	Marketing/Communications
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Purchase and installation of a security system in the Main Library parking lot in the amount of \$26,936.21 through an existing City price agreement with Videotronix, Inc. DBA VTI Security				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	620.143 Main Library Parking Lot Security System				

Date	Ver.	Action By	Action	Result
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From

Amy Sprinkles, Marketing, Communication and Libraries Director

Title

Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Purchase and installation of a security system in the Main Library parking lot in the amount of \$26,936.21 through an existing City price agreement with Videotronix, Inc. DBA VTI Security

Presenter

Amy Sprinkles, Marketing, Communication and Libraries Director

Recommended Action

Approve

Analysis

As the popularity of the library system has grown, so have incidents that have required assistance from our police. Upon the recommendation of the Police Department, we have reached a point where a video security system in the parking lot is warranted. In 2019, incidents included: a man swiping car keys from a woman's hands and stealing her car; two masked bandits entering library at closing and assaulting employees; several physical altercations in the parking lot and in cars during open and closed hours; a driver intentionally hitting a pedestrian with his car; and a couple of vehicle accident incidents.

The security system from our current City contractor, meets our police department's recommended level of clarity, resolution, positioning, retention and ease of use. Currently estimated at \$25,653.21, Staff is requesting an additional 5% contingency of \$1,283. Total project estimated at \$26,936.21.

Videotronix, Inc. (dba VTI Security) has previously been awarded by City Council an Interlocal Purchasing Agreement for Security Systems utilizing their cooperative contract through the State of Minnesota (Item# 18-

8448) and is recommended to be used here for the Libraries.

Financial Consideration

Funding for the is the purchase and installation of a security system in the Main Library parking lot in the amount of \$26,937 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Library Capital Projects Fund (402093) WO #02014301 (Main Library Parking Lot Security System).

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$26,937 FROM THE UNOBLIGATED FUND BALANCE IN THE LIBRARY CAPITAL PROJECTS FUND (402093) TO WO #02014301 (MAIN LIBRARY PARKING LOT SECURITY SYSTEM)

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

SECTION 1. THAT THE FY 2020/2021 Capital Improvement Projects Budget be amended by transferring and appropriating \$26,937 from the unobligated fund balance in the Library Capital Projects Fund (402093), to WO #02014301 (Main Library Parking Lot Security System).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 7TH DAY OF JANUARY, 2020.

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 402093/02014301

Project Title: Main Library Parking Lot Security System

Current Request: \$26,936.21

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Security (68380)	\$0	\$0	\$26,937	\$26,937	\$26,937
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$0	\$0	\$26,937	\$26,937	\$26,937



Legislation Details (With Text)

File #:	19-9557	Version:	1	Name:	Auto Related Business Ordinance Updates
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	11/12/2019	In control:		In control:	Environmental Services
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Ordinance amending the Code of Ordinances, Chapter 13, Article XX. Automotive Related Business Regulations				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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From

Cindy Mendez, Environmental Quality Manager

Title

Ordinance amending the Code of Ordinances, Chapter 13, Article XX. Automotive Related Business Regulations

Presenter

Cindy Mendez, Environmental Quality Manager

Recommended Action

Approve

Analysis

Environmental Quality and Code Enforcement staff have worked with the City Attorney's Office to make updates to this ordinance primarily to allow for a permitting process. This permit process will provide the City with an appeal process that will provide the city with additional tools to bring these facilities into compliance. This permit application requires a \$25 application fee and a notarized acknowledgement signed by the property owner of the applicants operations. In addition to permitting, this update will include regulation of truck storage facilities and fleet services. This ordinance update will also address loading and unloading of vehicles, delineated parking spaces, and work orders for all customer vehicles.

The Finance and Government Committee and City Council Development Committee reviewed the proposed changes on December 17, 2019. The Public Safety Health and Environment Committee reviewed these changes on January 6, 2020.

Financial Consideration

If approved, the ordinances will include the addition of permit application fees of \$25 and late fees of \$50 which are expected to increase receivables by \$16,500 the first year and approximately \$1,500 annually

thereafter. The addition of approximately ten new facilities will increase receivables \$2,500 per year in annual inspection fees. The fees collected will help offset the cost of issuing permits, conducting inspections, and otherwise administering this program.

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING CHAPTER 13, "HEALTH AND SANITATION" OF THE CODE OF ORDINANCES OF THE CITY OF GRAND PRAIRIE, TEXAS BY REVISING REQUIREMENTS IN ARTICLE XX. "AUTOMOTIVE RELATED BUSINESS REGULATIONS"; MAKING THIS ORDINANCE CUMULATIVE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A PENALTY CLAUSE, A SAVINGS CLAUSE, AND A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE AFTER PASSAGE, APPROVAL, AND PUBLICATION.

WHEREAS, the City Council is empowered to establish regulations for the protection of public health and the environment; and

WHEREAS, Automotive Related Businesses store, use, and produce chemicals, hazardous substances, and other pollutants which pose a threat to the environment and the health, safety, and welfare of the public,

WHEREAS, Automotive Related Businesses require additional oversight reduce the risk of pollutants and other substances in the MS4 or waters of the United States;

WHEREAS, additional regulation of Automotive Related Businesses enables the City to comply with Its Texas Pollutant Discharge Elimination System permit conditions, as well as any and all other federal or state laws to which the City is subjected; and

WHEREAS, the City Council is authorized to set and has determined reasonable fees for services associated with this ordinance based on administrative time and other costs incurred by the City in administering this program;

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

SECTION 1. That Chapter XIII, Article XX. "Automotive Related Business Regulations," is hereby amended to read as follows:

ARTICLE XX. Automotive Related Business Regulations.

Sec. 13-530. Purpose and Policy.

This ordinance serves to:

- (a) Prevent the introduction of pollutants into any Publicly Owned Treatment Works that will interfere with its operation;
- (b) Prevent the introduction of pollutants into the municipal separate storm sewer system (MS4) or waters of the United States;

- (c) Enable the City of Grand Prairie to comply with its Texas Pollutant Discharge Elimination System permit conditions as well as any and all other federal or state laws to which the City is subject;
- (d) Prevent the illegal discharge of pollutants into the environment;
- (e) Protect and promote the public health, safety, welfare and aesthetics of the City of Grand Prairie.

This ordinance provides for permitting, monitoring, compliance, and enforcement activities; and the setting of fees relative to the program established herein.

Sec. 13-531. Applicability.

- (a) This Article sets forth uniform requirements for businesses engaged in automotive-related activities in Grand Prairie city limits and its extra territorial jurisdiction. The following automotive-related activities will be regulated under this ordinance:
 - 1. Automotive salvage;
 - 2. New or used automobile sales, rental, or leasing;
 - 3. Automotive parts sales, new or used, including, but not limited to tires, tubes, engines, transmissions, exhaust systems, radiators, brakes and body parts, or any aftermarket or replacement parts;
 - 4. Automotive repair and/or part replacement, including, but not limited to tires, tubes, engines, transmissions, exhaust systems, radiators, brakes and bodies;
 - 5. Automotive front-end alignments;
 - 6. Automotive painting and/or body work;
 - 7. Automotive oil changes and lubrication shops;
 - 8. Automotive washing, cleaning, polishing or detailing (excluding self-serve car washes);
 - 9. Storing operable or inoperable vehicles such as a vehicle holding yards or truck storage facilities;
 - 10. Performing any of the above referenced activities on the business'/facility's own fleet if such activity takes place within Grand Prairie city limits or its extra territorial jurisdiction; and
 - 11. Transportation companies performing any of the above referenced activities within the City of Grand Prairie city limits or its extra territorial jurisdiction.
- (b) Nothing in this Article shall be construed as removing any duty, obligation, or requirement mandated by state or federal law or any other provision of the Grand Prairie Code of Ordinances or Unified Development Code.

- (c) Nothing in this Article shall be construed as permitting or authorizing any activity which is illegal or otherwise prohibited under state or federal law or any other provision of the Grand Prairie Code of Ordinances or Unified Development Code.
- (d) To the extent this Article addresses a matter regulated under another provision of the Grand Prairie Code of Ordinances, both shall be read in a manner to give each their full effect to the extent possible. If a conflict exists between this Article and any other provision of the City of Grand Prairie Code of Ordinances, the more stringent provision shall apply.
- (e) The provisions of this Article, as revised, by City Council on January 7, 2020, shall apply to existing Automotive Related Businesses beginning April 7, 2020. All Automotive Related Businesses shall obtain a permit to operate prior to April 7, 2020. The previously existing ordinance shall continue in effect until April 7, 2020 for existing Automotive Related Businesses.

Sec. 13-532. Abbreviations.

The following abbreviations, when used in this ordinance, shall have the designated meanings:

MS4 - Municipal Separate Storm Sewer System.

UDC - Unified Development Code of the City of Grand Prairie, Texas

Sec. 13-533. Definitions.

The following words and phrases, when used in this Article, shall have the meanings respectively ascribed to them:

Automobile. A motor vehicle as that term is defined by this Article. For the purposes of this Article, “automobile” may be used interchangeably with “vehicle” or “motor vehicle”.

Automotive Related Business. A business engaged in automotive related activities which are regulated by this Article.

Automotive. Relating to or concerned with vehicles.

Automotive salvage dealer. Any person engaged in the business of disassembling automobiles, trucks, pickups, or any other motor vehicles for the purpose of resale or reuse of any part thereof, and the keeping and maintaining of premises in the city on which any act of salvage, resale or reuse is performed.

Automotive salvage yard. A place or property where the principal use is the storage, parking, or holding of inoperable vehicles for the purpose of retail or wholesale sales of said vehicles, or salvaging of any parts thereof; or short or long term storage of said vehicles or portions thereof; including the dismantling, and partial dismantling, crushing, or compacting of said vehicles.

Change in ownership. A transfer of more than fifty percent (50%) of the ownership or control of an Automotive Related Business, except by bequest or other operation of law upon the death of the person possessing the ownership or control.

City. The City of Grand Prairie or any authorized person acting in its behalf.

Code Compliance Manager. The director or manager designated by the City Manager to oversee Grand Prairie Code Compliance or his designee.

Debris. Solid waste (as defined in Texas Health and Safety Code 361.003) or other discarded materials.

Designated Hearing Authority. The person designated by the City Manager to hear appeals under this Article.

Director. The director or manager of the departments or divisions designated by the City Manager to enforce and administer this Article, including the Code Compliance Manager and Environmental Services Manager, or his designee.

Employee. Any person who renders any service whatsoever to the customers of an Automotive Related Business or who works in or about an Automotive Related Business and who receives compensation for such service or work from the Operator or owner of the Automotive Related Business or from the customers therein.

Environmental Services Manager. The director or manager designated by the City Manager to oversee Grand Prairie Environmental Services.

Floodplain. Any land area susceptible to being inundated by flood water from any source.

Floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than the designated height as established in Article 15 of the City's Unified Development Code..

Hazardous. Any matter which is or may be reasonably expected to be dangerous to human health, the environment, or property, and shall include, but not be limited to, those substances defined as hazardous waste or material under Chapter 26, Article VI, Section 26-100 of the City of Grand Prairie Code of Ordinances or by federal or state agencies.

Industrial waste. Waste resulting from any process of industry, manufacturing, trade or business from the development of any natural resource, or any mixture of the waste with water or normal wastewater or distinct from normal wastewater.

Inoperable vehicle. Any vehicle that is self-propelled and is:

- (a) Wrecked, dismantled, or partially dismantled, or discarded; or
- (b) Inoperable and has remained inoperable for more than
 - (1) Seventy-two (72) consecutive hours, if the vehicle is on public property; or
 - (2) Thirty (30) consecutive days, if the vehicle is on private property.

Inoperable vehicle holding yard. A place or property where the principal use is limited to the storage, parking, or holding of three (3) or more whole inoperable vehicles for the purpose of retail or wholesale sales of said vehicles; or short or long term storage of said vehicles; provided, however, that no repairs, dismantling, or partial dismantling, crushing, or compacting of said vehicles shall take place on said yard.

Motor Vehicle or Vehicle. A motor vehicle as defined by Texas Transportation Code Section 501.002 as amended.

Municipal separate storm sewer system (MS4). The system of conveyances (including roads with drainage

systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the City and designed or used for collecting or conveying stormwater, and which is not used for collecting or conveying sewage.

Natural outlet. Any outlet into a watercourse, ditch, lake or other body of surface water or groundwater.

Nonrepairable motor vehicle. A motor vehicle:

- (a) that is damaged, wrecked, or burned to the extent that the only residual value of the vehicle is as a source of parts or scrap metal;
- (b) that comes into this state under a comparable ownership document that indicates that the vehicle is nonrepairable;
- (c) that a salvage vehicle dealer has reported to the department under Section 501.1003 of the Texas Transportation Code;
- (d) for which an owner has surrendered evidence of ownership for the purpose of dismantling, scrapping, or destroying the motor vehicle; or
- (e) that is sold for export only under Section 501.099 of the Texas Transportation Code.

Operates or Causes To Be Operated. To cause to function, to put in operation, or to keep in operation. A person may be found to be operating or causing to be operated an Automotive Related Business whether or not that person is an owner, part owner, Permittee or manager of the business.

Operator. An individual, corporation, or other legal entity who is in control of the operations of an Automotive Related Business, including, but not limited to, a person designated by the Permittee under Section 13-534 of this Article. This control can be either on an hourly basis, daily basis, weekly basis, or shift basis, or any combination thereof. An Operator includes, but is not limited to manager, assistant manager, or shift manager.

Permittee. A person in whose name a permit to operate an Automotive Related Business has been issued, as well as any and all individuals listed as applicants, owners or permittees on the application for a permit.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

Regulated Materials. Any material regulated by the state and/or federal regulatory agencies including, but not limited to, oils, petroleum products, and vehicle fluids.

Regulatory Authority. The City Manager or the duly authorized representative of the City Manager.

Salvage motor vehicle. A motor vehicle that:

- (a) has damage to or is missing a major component part to the extent that the cost of repairs, including parts and labor other than the cost of materials and labor for repainting the motor vehicle and excluding sales tax on the total cost of repairs, exceeds the actual cash value of the motor vehicle immediately before the damage; or
- (b) comes into this state under an out-of-state salvage motor vehicle title or similar out-of-state ownership document.

Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.).

Shall is mandatory; *May* is permissive.

State environmental regulatory authority. The state's agencies that have the authority to adopt and enforce any environmental rules necessary to carry out its powers and duties under the laws of Texas.

Stormwater. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Tank System. The tank and any distribution equipment.

Trap. A device designed to skim, settle, or otherwise remove grease, oil, sand, flammable wastes or other harmful substances.

Transfer of Ownership or Control. With regard to an Automotive Related Business means and includes any of the following:

- (a) the sale, lease, or sublease of the business;
- (b) the transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or similar means; or
- (c) the establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

Transportation Company. A company which uses vehicles owned or leased by the company for transportation of persons or property from one place to another including vehicle rental companies, bus lines, and other similar businesses.

Waste. Rejected, unutilized or superfluous substances in liquid, gaseous, or solid form resulting from domestic, agricultural, or industrial activities.

Wastewater. A combination of the water-carried waste from residences, business building, institutions, and industrial establishments, together with any ground surface and stormwater that may be present.

Watercourse. A natural stream flowing constantly or recurrently on the surface of the earth in a reasonably defined channel.

Sec. 13-534. Permit Requirement and Application.

- (a) A person commits an offense if the person operates or causes to operate an Automotive Related Business without a valid permit issued by the City for the particular type of business to be operated. The fact that a person possesses other types of State or City permits/licenses does not exempt that person from the requirement of obtaining a permit for an Automotive Related Business as required by this Article.
- (b) Any person, association, firm, partnership or corporation desiring to obtain an Automotive Related Business permit shall make application on a form provided by the Environmental Services Manager.

The application shall include, but is not limited to, the name and address of each applicant, designation of person responsible for business operations, a copy of a government issued identification for each applicant, the proposed location and activities of the proposed Automotive Related Business. The application must be accompanied by a sketch or diagram showing the configuration of the premises, including which parking spaces will be used for the operation of the business. Parking spaces in a shared parking lot may only be designated for one Automotive Related Business. The sketch or diagram need not be professionally prepared but must be drawn to a designated scale and drawn with marked dimensions.

- (c) The application for an Automotive Related business permit shall include a notarized acknowledgement signed by the property owner acknowledging that:
 - 1. The applicant intends to operate an Automotive Related Business on the premises
 - 2. A valid Certificate of Occupancy and Automotive Related Business permit are required for the legal operation of the business, and
 - 3. The property owner is not relieved from their responsibility or liability under local, state, or federal law for nuisances, environmental violations, and other violations of law on the premises.
- (d) An individual person who wishes to operate an Automotive Related Business must sign the application for a permit as applicant. If a person who wishes to operate an Automotive Related Business is other than an individual, each individual who has a twenty percent (20%) or greater interest in the business must sign the application for a permit as applicant. Each shall be considered a Permittee if a permit is granted.
- (e) All applications for a permit under this Article shall be accompanied by a nonrefundable application fee. An application shall not be considered to have been received until the fee is paid and all information required by the application form has been submitted. The application fee shall not be prorated in the event an application is tendered before or during the licensing period.
- (f) An applicant for an Automotive Related Business must first obtain an appropriate Certificate of Occupancy and any required Special Use Permit for the Automotive Related Business from the City. The applicant must specify on the face of its application for a Certificate of Occupancy that the proposed use is for an Automotive Related Business and give the name and address of the applicant's contact person for all communications and notices.
- (g) The permit, if granted, will be valid until suspended, revoked, or surrendered. A permit is surrendered when returned to the City by the owner, when there is a change in ownership of the business, when a new Automotive Related Business permit is issued to the business, or when the business ceases operating at the location specified on the permit. When a permit is surrendered, the owner shall return said permit to the Environmental Services Manager.
- (h) The permit shall state on its face the name of the person or persons to whom it is granted, the name of the Automotive Related Business, the issue date, the address of the Automotive Related Business, and the Permitted Uses of the Automotive Related Business. The permit is valid only for the specific business, location, and uses specified on the face of the permit.
- (i) A Permittee or Operator commits an offense if the Permittee or Operator fails to continuously and prominently display a legible copy of the permit in a public area of the Automotive Related Business.
- (j) Automotive Related Business permits cannot be transferred. A person commits an offense if the

person transfers a permit to another person or operates an Automotive Related Business under the authority of a permit at any place in the City of Grand Prairie other than the address designated on the permit. A transfer of a permit is deemed to have occurred if there is a transfer of more than fifty percent (50%) of the ownership or control of an Automotive Related Business, except by bequest or other operation of law upon the death of the person possessing the ownership or control.

- (k) To the extent it is not an offense under state law, it shall be an offense to counterfeit, forge, change, deface, or alter any permit issued under this Article.

Sec. 13-535. Fees.

The following Fees shall apply to Automotive Related Business:

- (a) The permit application or expanded use application fee for all Automotive Related Businesses is \$25.
- (b) The annual inspection fee for all businesses operating as Automotive Related Businesses other than Automotive Salvage Yards is Two Hundred Fifty Dollars (\$250.00).
- (c) The annual inspection fee for a business operating as an Automotive Salvage Yard is Three Hundred Dollars (\$300.00).
- (d) A bulk storage fee of fifty dollars (\$50.00) shall be paid by the first of January each year by Operators storing greater than twenty-five (25) gallons of hazardous materials, hazardous waste, or other regulated chemicals or material within the 100 year floodplain.
- (e) Monitoring fees for sampling and analysis shall cover the cost to the City and shall include, but not be limited to the cost of labor, equipment, supplies, laboratory charges, and federal reporting requirements. These fees relate solely to the matters covered by this ordinance and are separate from all other fees, fines, and penalties chargeable by the City.
- (f) Fees, other than the permit or expanded use application fees, may appear on the monthly water/sewer bills, relate solely to the matters covered in this Article, and are separate from other fees chargeable by the City.
- (g) If no water/sewer account exists, fees shall be billed to the customer and paid within thirty (30) days of the invoice date.
- (h) The fee for replacement of permits shall be five dollars (\$5.00).
- (i) Any permit that automatically terminates for nonpayment of the annual inspection fee required in this Article will be reinstated upon payment of said fees and, if over thirty (30) days late, an additional fee of fifty dollars (\$50.00).

Sec. 13-536. Permit Issuance and Grounds For Denial, Suspension, and Revocation of Permit.

- (a) *Issuance and Grounds for Denial.* The Environmental Services Manager shall approve the issuance of an Automotive Related Business permit to an applicant within forty-five (45) calendar days after receipt of an initial application and thirty (30) calendar days after receipt of an expanded use application, unless

the Environmental Services Manager finds one (1) or more of the following to be true:

1. The applicant failed to provide all of the information requested on the application.
2. The location of the Automotive Related Business is or would be in violation of the Unified Development Code of the City of Grand Prairie.
3. The applicant does not have a valid certificate of occupancy authorizing all proposed uses at the location shown in the application.
4. A valid Special Use Permit which is required for the proposed use of the premises does not exist.
5. The conditions of a Special Use Permit, which is required for the proposed use of the premises, have not been met.
6. The operation of the business, as proposed, at the location would violate state, federal, or local laws or regulations.
7. The applicant does not have all valid state licenses which are required to operate the business.
8. The applicant does not have all required environmental permits or licenses.
9. There is an environmental contamination on the premises which has not been remediated in accordance with applicable law.
10. The applicant gave false, fraudulent or untruthful information on the application.
11. The applicant's application for an Automotive Related Business permit was denied within the last twelve (12) months due to the applicant providing false, fraudulent or untruthful information on the application.
12. The applicant's Automotive Related Business permit was revoked within the last twelve (12) months.
13. The applicant is under eighteen (18) years of age.
14. An applicant or an applicant's spouse is overdue in payment to the City of taxes, fees, fines or penalties assessed against or imposed upon the applicant or the applicant's spouse in relation to an Automotive Related Business.
15. An applicant or an applicant's spouse has been convicted or placed on deferred adjudication, deferred disposition, probation, or community supervision for six (6) or more violations of this Article within the twelve (12) months immediately preceding the date the application is submitted to the City. The fact that a conviction or other disposition is being appealed shall have no effect. The offenses providing a basis for denial must have different dates of offense. An offense is considered to be a violation of this Article if the offense is established under this Article or it is an offense established under another Chapter, Article, or Section which is referenced in this Article.
16. The permit fee required by this Article has not been paid.

17. The applicant has not demonstrated that the owner of the Automotive Related Business owns or holds a lease for the property or the applicable portion thereof upon which the Automotive Related Business will be situated or has a legally enforceable right to acquire the same.
18. An applicant or an applicant's spouse has been convicted or placed on deferred disposition, deferred adjudication, probation, or community supervision for a violation of state or federal law or regulation, including regulations of the United States Environmental Protection Agency and Texas Commission on Environmental Quality, related to the illegal dumping, discharge, or storage of pollutants, hazardous materials, or other substance into the environment, MS4, Publicly Owned Treatment Works, or waters of the State including, but not limited to, violations of Chapter 7 of the Texas Water Code for which
 - (a) Less than two (2) years have elapsed since the date of conviction, or the date of release from the terms of community supervision, probation, parole or deferred disposition or the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is of a misdemeanor offense; or
 - (b) Less than five (5) years have elapsed since the date of conviction, or the date of release from the terms of community supervision, probation, parole or deferred disposition or the date of release from confinement for the conviction, whichever is the later date, if the conviction is of a felony offense; or
 - (c) Less than five (5) years have elapsed since the date of the last conviction or the date of release from confinement for the last conviction, whichever is the later date, if the convictions are of two (2) or more misdemeanor offenses or combination of misdemeanor offenses occurring within any twenty-four (24) month period.

(b) *Grounds for Suspension.* The Environmental Services Manager shall suspend the Automotive Related Business permit for a period of time if it is discovered that one or more of the following have occurred:

1. Notice of an environmental contamination on the premises was given and said contamination was not remediated in accordance with applicable law within 10 days of the notice being issued.
2. The Permittee is storing any item or material in the 100- year floodplain or floodway in violation of this Article or other federal, state, or local law.

(c) *Length of Suspension.*

1. The term of suspension shall be:

- (a) Five (5) days for the business' first violation within a twelve (12) month period;
- (b) Ten (10) days for the business' second violation within a twelve (12) month period; or
- (c) Grounds for revocation if the business has had three or more violations within a twelve (12) month period.
- (d) In addition to the terms of suspension outlined above, the Permittee shall provide satisfactory proof of remediation prior to resuming operations.

2. A Permittee may elect to pay an administrative penalty of \$500 in lieu of the five (5) day suspension for a first violation. Such election must be made within ten (10) days from the date the notice of suspension was mailed or, if an appeal was filed, within ten (10) days of the date the Hearing Authority's order upholding the suspension was mailed. When applicable, the Environmental Services Manager and Hearing Authority shall notify the Permittee in the notice of decision of the Permittee's opportunity to pay a penalty fee in lieu of ceasing operation. Payment of this penalty shall be considered, for the purposes of this Subsection, the first suspension. However, this shall not be used as an admission of guilt in a criminal prosecution under this Article. If the Permittee does not provide satisfactory proof of remediation and pay the penalty before the expiration of the thirtieth calendar day after notification, the Permittee loses the opportunity to pay it and shall serve the five (5) day suspension.

(d) *Grounds for Revocation.* The Environmental Services Manager shall revoke the Automotive Related Business permit if it is discovered that one or more of the following have occurred:

1. A Permittee has been convicted or placed on deferred adjudication, deferred disposition, probation, or community supervision for six (6) or more violations of this Article within the preceding twelve (12) months immediately preceding the application. The fact that a conviction or other disposition is being appealed shall have no effect. The offenses providing a basis for revocation must have different dates of offense. An offense is considered to be a violation of this Article if the offense is established under this Article or it is an offense established under another Chapter, Article, or Section which is referenced in this Article.
2. A Permittee or Operator gave false or misleading information in the material submitted to the Environmental Services Manager during the application process;
3. A Permittee or Operator knowingly operated the Automotive Related Business during a period of time when the Permittee's permit was suspended;
4. A Permittee is delinquent in payment to the City for ad valorem taxes or sales taxes related to the Automotive Related Business;
5. A permit is transferred in violation of Section 13-534(i).
6. The Certificate of Occupancy or a Special Use Permit required to operate the business is revoked, surrendered, or otherwise ceases to be valid.
7. If the Automotive Related Business Owner's lease, ownership, or other legal right to occupy the property or the applicable portion thereof upon which the Automotive Related Business is situated is terminated or ceases to exist.

(e) *Term of Revocation.* When a permit is revoked, the Permittee is not eligible for an Automotive Related Business permit for a period of one year from the date the revocation takes effect.

(f) *Date Calculation.* If any deadline provided in this Article falls on a weekend or City Holiday, the deadline shall be extended to the close of business on the next business day. Example: Deadline falling on Saturday will extend to close of business on Monday.

Sec. 13-537. Revocation and Suspension Procedure

- (a) *Burden.* A denial, suspension, or revocation is an administrative procedure. In any hearing relating to such actions under this Section, the burden of proof shall be on the City (except for affirmative defenses), and shall be by a preponderance of the evidence.
- (b) *Notice.* If the Environmental Services Manager is authorized to deny the issuance of a permit, or

suspend or revoke a permit, the Environmental Services Manager shall give written notice to the applicant or Permittee of his intent to deny, suspend, or revoke the permit or application.

1. The notice shall state the reason for such denial, suspension, or revocation.
 2. The notice shall provide that the denial of issuance, suspension or revocation shall take effect at the expiration of the tenth (10th) calendar day after the date notification was mailed, unless the Permittee provides a written request for hearing or penalty election notice under Section 13-536(c)(2) to the Environmental Services Manager before the expiration of the tenth calendar day.
- (c) *Stay.* If a written request for hearing from the applicant or Permittee is received by the Environmental Services Manager before the expiration of the tenth calendar day, the suspension, denial of issuance or revocation will be stayed pending a hearing and a decision by the Environmental Services Manager. A Permittee may continue to operate under the existing Automotive Related Business permit during any stay of a suspension or revocation. If the denial is based upon an expanded use application, the Permittee may continue to operate as authorized under the current permit during any stay. Approval to operate under this provision does not authorize operation in violation of federal, state, or local laws.
- (d) *Appeal.* The applicant or Permittee shall have ten (10) calendar days from the date notice is received, to request a hearing on the denial, suspension or revocation. The request shall be in writing and delivered to the Environmental Services Manager. Upon receipt of the request for hearing, a hearing before the designated Hearing Authority shall be scheduled to take place within thirty (30) calendar days unless both parties agree to a certain date beyond the thirty days. The Hearing Authority shall consider only the testimony and evidence admitted for consideration at the hearing. The Hearing Authority shall have ten (10) business days from the date of the hearing to notify the applicant or Permittee of the decision. In making a determination as to the denial, suspension, or revocation of a permit, the Hearing Authority shall consider whether the City has established grounds exist under Section 13-536 of this Article. The Hearing Authority's ruling shall include findings of fact.
- (e) *Appeal Hearing.* The hearing will be open to the public. The provisions of Texas Government Code, Sections 2001.081-.088 shall be used as procedural and evidentiary guidelines.
- (f) *Determination.* The decision by the Environmental Services Manager is effective thirty (30) calendar days after the date the decision is mailed to the applicant or Permittee is notified of the decision, unless a reinstatement fee under Section 13-536 of this Article is paid (if available), or an appeal is made to District Court in accordance with the provisions of Article.
- (g) *District Court Appeal.* Upon receipt of written notice of the denial, suspension or revocation of a permit, the applicant whose application for a permit has been denied or whose permit has been suspended or revoked shall have the right to appeal by filing suit in the appropriate district court within thirty (30) calendar days after the receipt of notice of the decision of the Environmental Services Manager. The applicant shall bear the burden of proof in court. The substantial evidence standard of review shall apply to such appeal. The filing of such suit shall have the effect of staying denial, suspension or revocation for the Automotive Related Business permitted under this Article pending a judicial determination of the appeal. The applicant or Permittee may operate the Automotive Related Business during the stay as provided by Section 13-357(c) above.
- (h) *Notices.* All notices and determinations issued by the City, Hearing Authority or Director shall be sent certified mail, return receipt requested to the business contact person and address as it appears on the Automotive Related Business permit application or as updated by the applicant or Permittee. The validity of a notice mailed in accordance with this section shall not be affected if the notice is returned by the U.S. Postal Service.

Sec. 13-538. Compliance with Other Ordinances and State Law Required

- (a) Automotive Related Business building and premise design, maintenance, use and operations shall comply with all applicable provisions of the Unified Development Code of the City of Grand Prairie (UDC) and the Grand Prairie Code of Ordinances. This includes, but is not limited to the following:
1. UDC Article 10, Section 3;
 2. UDC Article 10, Section 4;
 3. Code of Ordinances Chapter 13, Article XV - Vector Control;
 4. Code of Ordinances Chapter 13, Article IX - Liquid Waste; Generation, Transportation, and Disposal;
 5. Code of Ordinances Chapter 13, Article X - Cross-Connection Control and Prevention;
 6. Code of Ordinances Chapter 29 Code Compliance including, but not limited to, Article VII - Junked/Inoperable Vehicles and Sections 29-70 Littering, 29-89 Parking for Certain Purposes Prohibited, 29-89.1 Parking on sidewalks and rights-of-way; towing of vehicles in violation, 29-90 Fence Nuisance, and 29-114 Vegetation height and density restricted in particular.
- (b) All required state, local, and/or federal registration, permit, discharge, authorization, storage, hauling, or other environmental laws, requirements, and regulations must be complied with. This includes, but is not limited regulations related to the following:
1. Air authorization permits and discharge;
 2. Stormwater authorization permits and discharge;
 3. Used Oil Collection Center registration and operation;
 4. Waste disposal, including the disposal of industrial waste, hazardous waste, regulated waste;
 5. The Texas Water Code;
 6. The Texas Surface Water Standards; and
 7. Tank Systems.

Sec. 13-539. Change or Expanded Use Prohibited.

- (a) A certificate of occupancy is not transferable. Any transfer of ownership or control in a business voids the existing certificate of occupancy and requires a new certificate of occupancy prior to operation of the business. A new certificate of occupancy or amendment to the existing certificate of occupancy is required prior to engaging in additional uses or expansion of the existing use.
- (b) Any business storing salvaged vehicles or parts of vehicles and/or salvaging the same shall be considered to be operating as a salvage yard.
- (c) It is an offense to operate an Automotive Related Business without a valid Certificate of Occupancy issued to the current ownership of the business.
- (d) It is an offense for an Automotive Related Business to engage in a use not specifically authorized by both the Certificate of Occupancy and permit.
- (e) It is an offense to expand the existing use of an Automotive Related Business without first obtaining a new or amended Certificate of Occupancy and permit authorizing such expanded use.

Sec. 13-540. Documentation Requirements.

An original or copy of all disposal manifests related to the Automotive Related Business must be maintained on-site for a period of three (3) years from the date of disposal or the period of time required by other law, whichever is longer. Failure to maintain disposal manifests as required by this section shall be an offense.

Sec. 13-541. Premise Requirements and Prohibitions.

- (a) Sufficient off-street/on-site loading space shall be provided to ensure the loading and unloading of vehicles, parts or equipment will not interfere with traffic flow or block roadways and/or fire lanes.
- (b) It shall be an offense for the owner, Operator, or Permittee of an Automotive Related Business to:
1. Allow debris to accumulate on the premises unless in an approved container;
 2. Allow junk, parts, or vehicles to rest upon or protrude over any public street, walkway, or curb, or become scattered or blown off the business premises;
 3. Fail to maintain any fence located on the premises in accordance with Section 29-90 of the Grand Prairie Code of Ordinances;
 4. Use a parking space for sales, repair work, dismantling, service, or storage of any vehicles or equipment;
 5. Repair a vehicle outside of an approved structure;
 6. Allow grass clippings, leaves, or any debris to collect on any curb, gutter, storm inlet, storm drain, or watercourse;
 7. Fail to maintain the parking area in a manner in which all parking spaces are visibly delineated on the ground with a durable, weather-proof paint; or
 8. Allow any holes, ruts, ridges or other defects which create a hazardous driving surface to exist for a period of more than ten (10) days after receiving notice from the City. Hazardous driving surface shall include, but is not limited to, surfaces with holes, ruts, ridges, or other defects which are greater than two (2) square feet in an area or which exceed twenty (20) percent of the total area of the parking lot or driving surface.
- (c) Auto related businesses must comply with Grand Prairie Code of Ordinances, Chapter 29, Article VII Junked Vehicles which requires all junked/inoperable vehicles to be screened from view from the public right of way.

Sec. 13-542. Environmental Quality Related Requirements and Prohibitions.

- (a) Floor drains within buildings that are not connected to an approved oil/water separator shall be capped or plugged in order to prevent contaminants from entering the sanitary sewer system. Failure to cap or plug a floor drain when required is an offense.
- (b) Contaminated soil shall be collected and removed in a proper waste container immediately following a spill. Failure to timely and properly collect and remove the contaminated soil is an offense.
- (c) Discharge of any liquids in or adjacent to any natural outlet, watercourse, storm sewer, or other area under jurisdiction of the MS4 is only permitted to the extent authorized by a federal or state permit and approved by the Regulatory Authority. Discharging any liquids or causing the same to be discharged in violation of this provision shall be an offense.
- (d) It shall be an offense for an Automotive Related Business to:
1. Burn a vehicle or other material on the premises or allow the same to be burned;

2. Cause or allow any vehicle engine fluids, oils, greases, fuels, or like material to be discharged or deposited on the ground;
3. Discharge any industrial waste or cause the same to be discharged into a private sewage system;
4. Discharge or deposit any industrial, chemical, hazardous, or other regulated waste or cause the same to be discharged or deposited upon any public or private property;
5. Allow a person take any waste products or contaminated soil off the premises when said person is not a waste hauler properly registered with the state and authorized to transport said item;
6. Discharge water used to wash a vehicle or vehicle parts or allow the same to be discharged to any place other than the sanitary sewer;
7. Cause or allow discharge from vehicle or vehicle part washing operations to enter the sanitary sewer system without first passing through an approved sand/grit trap;
8. Engage in power washing activities without first installing an approved Reduced Pressure Zone (RPZ) valve;
9. Cause or allow any sediment, dust or other solid material from any activity not intended for outside disposal or accumulation to be introduced to the MS4;
10. Discharge cooling, compression, or blow down water or allow the same to be discharged to any place other than the sanitary sewer;
11. Engage in the sanding, grinding, cutting, sawing or other modification of any material that results in fine particle dust on the ground outside of an enclosed structure;
12. Fail to properly dispose of fine particle dust or other discharge created from sanding, grinding, cutting, sawing, or engaging in similar activity; or
13. Fail to maintain potable water, sanitary sewer, or septic system lines in a manner to prevent water or wastewater from discharging on the ground.

Sec. 13-543. Storage Related Requirements and Prohibitions.

- (a) A trailer or structure shall not be placed on the premises for use as storage unless authorization from the City for the placement and use of the trailer or structure has been obtained through the issuance of a permit, certificate, or other written document as appropriate. The term “trailer” shall include, but not be limited to, a box van, contractor’s trailer, utility trailer, a railroad boxcar or any other similar mobile transport vehicle not intended for permanent storage. Placing or using a trailer or structure or causing the same to be placed or used on the premises in violation of this provision or any other provision of the Grand Prairie Code of Ordinances or Unified Development Code shall be an offense.
- (b) It shall be an offense for an Automotive Related Business to:
 1. Store combustible materials not necessary or beneficial to the business on the premises of the Automotive Related Business;
 2. Allow items to be kept or stored on the premises of an Automotive Related Business in a manner which creates a fire hazard;
 3. Use the public right of way for the parking or storage of vehicles, or portions thereof, being repaired, stored, sold, transported or otherwise used by the Automotive Related Business;
 4. Allow or cause materials to be stored in a drum or container which is not compatible with the material being stored or is otherwise allowing the stored material to leak from the container;
 5. Fail to label a drum or container used to store waste or regulated waste with the name, address, phone number of the business, and other items required by local, state, or federal law or regulations; or
 6. Store waste materials in a manner which is not consistent or in compliance with applicable

laws, regulations, permits, or established safety plans.

Sec. 13-544. Tire Related Requirements and Prohibitions.

- (a) It shall be unlawful for an Automotive Related Business to:
1. Generate, transport, or engage in the retail sale of used or scrap tires without a waste tire generator identification from the state environmental regulatory authority;
 2. Allow waste tires to be removed from the premises by a person other than a state registered waste tire hauler; or
 3. Store tire or tire parts without rims outside or in a manner in which they will become exposed to the element.

Sec. 13-545. Provisions Specific to Repair Shops, Body Shops, and Used Car Lots.

- (a) Repair and body shops shall have a valid work order for all customer vehicles located on the premises. The work order shall be created upon receipt of said vehicle on the premises. The work order shall include the Vehicle Identification Number (VIN), owner name, work being done, and date the vehicle arrived on the premises. Nonrepairable Motor Vehicles and Salvage Motor Vehicles are prohibited from being on-site longer than seven (7) calendar days.
- (b) It shall be unlawful for a body shop, automotive repair shop, or used car lot to store materials used in connection with the repair or vehicles, vehicle parts, or any other related materials outside an enclosed building or allow the same to be stored outside an enclosed building.

Sec. 13-546. Provisions Specific to Salvage Operations or Inoperable Vehicle Yards

- (a) Crushing operations must be completed on a concrete pad which contains dikes or other means of keeping all fluids contained. All fluid discharged during crushing operations must be cleaned immediately following said operation.
- (b) Vehicles shall not be stacked higher than one (1) foot below the top of the required screening fence and shall be kept and maintained at all times in rows not exceeding two (2) automobiles in width. Rows shall be a minimum of ten (10) feet apart, so as to provide accessibility for firefighting and other purposes.
- (c) The area on the premises where the automotive salvage/inoperable vehicle yard business is conducted shall be enclosed, except for entrances and exits, with a nontransparent, vertical wall or fence of a minimum height of ten (10) feet measured from ground level. All boundaries established by the issuance of a specific use permit shall be designated by fencing or by another readily identifiable means, such as concrete monuments or poles embedded in concrete to a depth of at least six (6) inches. In the event that two (2) salvage yards exist side by side, or the rear property line of a salvage yard abuts a floodway, any fence erected on that boundary line need not be constructed of a nontransparent material. Entrances and exits shall not be wider or more numerous than reasonably necessary for the conduct of the licensed permitted premises and all such entrances and exits shall be covered with paving of a type of material approved by the City engineer.
- (d) Floodway boundaries for the property shall be specifically marked with monument or other permanent structures acceptable to the City for ease in determining on the ground where the floodway is located. The minimum acceptable standard for such monuments shall be an eight-foot-long, four-inch (outside diameter) pipe, set vertically in the ground with at least six (6) feet of pipe visible above the ground

level and painted standard international orange.

- (e) No automotive salvage dealer permitted hereunder, or the agent or employee of the Permittee, shall purchase or receive any merchandise from any person under the age of eighteen (18) years without the written consent of a parent or guardian of such person. Such writing shall be maintained and made available for inspection by the representative of the City for a period of at least six (6) months.
- (f) An automotive salvage or inoperable vehicle yard shall not show, display, or store any inoperable, salvage, junk, or nonrepairable vehicle or any part thereof outside the fence enclosure or permitted premises
- (g) It shall be unlawful for a salvage or inoperable vehicle yard to violate any of the provisions contained within this section.

Sec. 13-547. Floodway and 100-year Floodplain Storage and Management

- (a) An Automotive Related Business shall not keep or store any vehicle, vehicle part, hazardous materials or waste, or other regulated materials or waste or allow the same to be kept or stored in the floodway.
- (b) An Automotive Related Business shall not keep or store more than twenty-five (25) gallons any of hazardous materials, hazardous waste, or other regulated chemicals or material within the 100-year floodplain unless specifically authorized by the Environmental Services Manager pursuant to this section.
- (c) All storage tanks systems are prohibited in the floodway or 100-year floodplain, except above-ground storage tank systems located in the 100-year floodplain which are specifically authorized by the Environmental Services Manager pursuant to this section.
- (d) All existing underground storage tank systems in violation of this section or underground storage tanks systems which are no longer used must be removed from service in accordance with state environmental regulations pertaining to storage tank permanent removal from service.
- (e) All above-ground storage tanks must have secondary containment equal to or greater than one hundred and ten (110) per cent of the volume of the largest tank or be an approved double-walled tank. All materials used for secondary containment, including secondary containment which consists of diking, must be impervious and compliant with Chapter 12 Fire Protection and Emergency Management of the Grand Prairie Code of Ordinances and the International Fire Code adopted by that Chapter;
- (f) Upon receiving a written request, the Environmental Services Manager may authorize the storage of more than twenty-five (25) gallons of hazardous materials, hazardous waste, or other regulated chemicals or an above ground tank system within the 100-year flood plain if the Environmental Services Manager finds sufficient procedures and equipment are in place to prevent environmental contamination during normal operation and in the event of a flood. The written request must be submitted at least thirty (30) days prior to planned construction and shall include:
 - 1. Types of chemicals to be stored;
 - 2. Types of containers or tank system which will be used to store the chemicals;
 - 3. Average volumes to be stored;
 - 4. Site diagram indicating storage area;
 - 5. Description of measures to be taken to ensure the storage area contains sufficient diking or to

- render the storage areas flood-resistant;
 - 6. A description of current chemical waste disposal methods including the names, addresses and telephone numbers of disposal companies;
 - 7. Copy of any federal or state required hazardous waste registration form; and
 - 8. Any other information as may be deemed by the Director to be necessary to evaluate the request.
- (g) Prior to any storage authorized under this section taking place, the Automotive Related Business Owner shall pay the required bulk storage fee provided in the Fee section of this Article. The bulk storage fee shall be paid annually during the time the storage is authorized
- (h) Prior to any storage authorized under this section, the Automotive Related business shall implement an accidental spill plan approved by the Environmental Quality Division. It will be the responsibility of the Business owner to develop the plan using guidelines provided by the Environmental Quality Division.
- (i) Any storage authorized under this section shall be conditioned upon the Automotive Related Business allowing periodic inspections of the storage containers and premises by the Environmental Quality Division of the Environmental Services Department and providing an annual report to the Environmental Services Manager by January 10th of each calendar year detailing the types and amounts of chemicals stored within the storage area.
- (j) Authorization granted under this section may be revoked if:
- 1. The storage container leaks or otherwise discharges the contents of the container in an unauthorized manner;
 - 2. The continued operation of the storage container poses an immediate risk to the health and safety of the community; or
 - 3. The location of the storage containers or manner in which the storage containers are being used or operated is a violation of federal, state, or local law or regulation.
- (k) To revoke authorization granted under this section, the Environmental Services Manager shall provide the permit holder written notice of the revocation and the grounds for the same. The permit holder has the right to appeal the revocation by submitting a written appeal to the Environmental Services Manager within ten (10) calendar days of receipt of the notice. Unless prohibited by law, including state or federal flood or environmental regulations, the permit holder may continue bulk storage during the pendency of the appeal once the condition specified in the notice is cured and any spill, if applicable, has been remediated. The appeal hearing shall be held as soon as practical and no later than fourteen (14) calendar days after the request is received. The appeal shall be heard by the designated Hearing Authority. The Hearing Authority shall issue a written ruling with findings of fact within five (5) business days of the hearing date. The decision of the Hearing Authority shall be final.

Sec. 13-548. Right of Entry.

The City's representative(s) shall have the right to enter the premises of any person to determine whether that person is in compliance with all requirements of this Article. Persons shall allow inspecting or monitoring personnel ready access to all parts of the premises for the purposes of inspection, monitoring, records examination and copying, and the performance of any additional duties. Any information concerning a requirement under this Article, including, but not limited to water testing data, construction records, state registrations, environmental and closure records, shall be made readily available upon request. When required

by law, a search or inspection warrant must be obtained prior to a search being conducted.

(a) Where security measures are in force which requires proper identification and clearance before entry into the premises, that person shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the City's representative will be permitted to enter without delay for the purposes of performing specific responsibilities.

(b) The City's representatives shall have the right to set up on any person's property such devices as are necessary to conduct monitoring of any person's operations.

(c) Unreasonable delays in allowing inspecting or monitoring personnel access to any person's premises shall be a violation of this Article.

Section 13-549. Penalty - For violations; other remedies.

(a) Any person, agent, property owner, business owner, Operator, manager, sublessor, firm, or corporation who violates any provision of this Article or any permit issued under this Article, including failing to perform a required act or performing a prohibited act, is guilty of a misdemeanor and upon conviction is punishable by a fine as provided in section 1-8 of the Code of Ordinances of the City of Grand Prairie, or any amendment thereto or renumbering thereof, for violations of public health for each act of violation and for each day of violation. Each day may be considered a new violation.

(b) Any person, firm, or corporation who obstructs, impedes, or interferes with a lawfully placed and operated surveillance equipment or the lawful actions of representative of the City, a representative of a City department, or a person who is abating situation pursuant to this Article is guilty of a misdemeanor and upon conviction is punishable by a fine as provided in section 1-8 of the Code of Ordinances of the City of Grand Prairie, or any amendment thereto or renumbering thereof, for violations of public health for each act of violation and for each day of violation. It is a rebuttable presumption that the placement and operation of surveillance equipment and the actions of City employees and vendors are lawful

(c) In addition to proceeding under authority of subsections (a) and (b) of this section, the City is entitled to pursue all criminal and civil remedies to which it is entitled under authority of statutes or other ordinances against a person, agent, property owner, business owner, Operator, manager, sublessor, firm, or corporation that remains in violation of this Article.

(d) This section is in addition to any other civil, criminal, administrative or regulatory rights and remedies the City may have and is not intended to limit the City's rights, authority, or defenses in any way.

Sec. 13-550. Right of Revision.

The Regulatory Authority reserves the right to establish, by ordinance, more stringent regulations than those set forth by state and federal standards or requirements.

Sec. 13-551. Search Warrants.

If the Regulatory Authority has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this ordinance or any permit or order issued hereunder, or to protect the overall public

health, safety and welfare of the community, then the Regulatory Authority may seek issuance of a search warrant from the appropriate court.

Sec. 13-552. Responsibility for cleanup costs, damages.

All owners/occupants are subject to fees as outlined in Chapter 13, Article VI - Abatement of Hazardous Conditions if the owner/occupant fails to comply with this Article.

Sec. 13-553. Remedies Nonexclusive.

The remedies provided for in this ordinance are not exclusive. The Regulatory Authority may take any, all, or any combination of these actions against a noncompliant user.

Sec. 13-554. Administrative Liability.

(a) No officer, agent, or employee of the City shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of such person's duties under this Article.

(b) Any suit brought against any officer, agent, or employee of the City as a result of any act required or permitted in this discharge of such duties under this Article shall be defended by the City Attorney until the final determination of the proceedings therein.

SECTION 2. Severability.

If any article, section, sub-section, sentence or phrase of this Ordinance should be held to be invalid for any reason whatsoever, such invalidity shall not affect the remaining portions of this Ordinance which shall remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

SECTION 3. Cumulative Clause.

All ordinances or parts of ordinances not consistent or conflicting with the provisions of this Ordinance are hereby repealed. Provided that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered in this Ordinance.

SECTION 4. Effective Date

This ordinance shall be in full force and effect from and after its passage, approval, and publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS
ON JANUARY 7, 2020.**



Legislation Details (With Text)

File #:	19-9571	Version:	1	Name:	Z181101A/CP181101A - Lake Ridge Commons
Type:	Ordinance	Status:		Status:	Public Hearing on Zoning Applications
File created:	11/20/2019	In control:		In control:	Planning and Zoning Commission
On agenda:	1/7/2020	Final action:		Final action:	
Title:	Z181101A/CP181101A - Zoning Change/Concept Plan - Lake Ridge Commons (Commissioner Connor/City Council District 4). Zoning Change and Concept Plan to amend the Planned Development District and Concept Plan for Lake Ridge Commons, a development on 91.113 acres, which includes single family detached, single family townhouse, multi-family, and commercial uses. Tract 1, William Linn Survey, Abstract No. 926, City of Grand Prairie, Tarrant County, Texas; Tract 1, William Linn Survey, Abstract No. 1726, Tract 2, A.B.F. Kerr Survey, Abstract No. 717, City of Grand Prairie, Dallas County, Texas. Zoned PD-384, within the Lake Ridge Corridor Overlay District, and generally located on the west side of Lake Ridge Pkwy, south of Hanger Lowe Rd. The consultant is Phillip Fisher, Macatee Engineering and the owner is Terry Jobe, Alluvium Development. (On December 2, 2019, the Planning and Zoning Commission recommended approval of this request by a vote of 5-0).				

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - Location Description.pdf](#)
[Exhibit B - Land Use.pdf](#)
[Exhibit C - Concept Plan.pdf](#)
[Exhibit D - Conceptual Elevations.pdf](#)
[Exhibit E - Phasing Plan.pdf](#)
[PZ Draft Minutes 12-02-19.pdf](#)

Date	Ver.	Action By	Action	Result
12/17/2019	1	City Council		
12/2/2019	1	Planning and Zoning Commission		

From

Chris Hartmann

Title

Z181101A/CP181101A - Zoning Change/Concept Plan - Lake Ridge Commons (Commissioner Connor/City Council District 4). Zoning Change and Concept Plan to amend the Planned Development District and Concept Plan for Lake Ridge Commons, a development on 91.113 acres, which includes single family detached, single family townhouse, multi-family, and commercial uses. Tract 1, William Linn Survey, Abstract No. 926, City of Grand Prairie, Tarrant County, Texas; Tract 1, William Linn Survey, Abstract No. 1726, Tract 2, A.B.F. Kerr Survey, Abstract No. 717, City of Grand Prairie, Dallas County, Texas. Zoned PD-384, within the Lake Ridge Corridor Overlay District, and generally located on the west side of Lake Ridge Pkwy, south of Hanger Lowe Rd. The consultant is Phillip Fisher, Macatee Engineering and the owner is Terry Jobe, Alluvium Development. (On December 2, 2019, the Planning and Zoning Commission recommended approval of this request by a vote of 5-0).

Presenter

David P. Jones, AICP, Chief City Planner

Analysis

SUMMARY:

Zoning Change and Concept Plan to amend the Planned Development District and Concept Plan for Lake Ridge Commons, a development on 91.113 acres, which includes single family detached, single family townhouse, multi-family, and commercial uses. Tract 1, William Linn Survey, Abstract No. 926, City of Grand Prairie, Tarrant County, Texas; Tract 1, William Linn Survey, Abstract No. 1726, Tract 2, A.B.F. Kerr Survey, Abstract No. 717, City of Grand Prairie, Dallas County, Texas. Zoned PD-384, within the Lake Ridge Corridor Overlay District, and generally located on the west side of Lake Ridge Pkwy, south of Hanger Lowe Rd.

PURPOSE OF REQUEST:

The purpose of the request is to amend an existing Planned Development District and Concept Plan. The applicant seeks to revise the development standards for single family townhouse and mixed use.

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-249	Single Family Residential
	A	Single Family Residential
	PD-249A	Detention Ponds
	PD-202A	Gas Well, Undeveloped
South	PD-298A	Single Family Residential
	A	Undeveloped
West	PD-249; PD-298A	Single Family Residential
East	PD-231A; A	Undeveloped

HISTORY:

- November 20, 2018: City Council approved a Zoning Change and Concept Plan (Case Number Z181101/CP181101), creating a Planned Development District (PD-384) for single family detached, single family townhouse, and mixed uses on 91.113 acres.

CONFORMANCE WITH THE COMPREHENSIVE PLAN:

The 2010 Comprehensive Plan's Future Land Use Map (FLUM) designation for this location is Mixed Use (MU). Development in the mixed use category should include a mixture of retail, high density residential, personal service and some limited office uses in a pedestrian oriented development. The proposal is consistent with the FLUM and following goals, policies, and objectives in the 2010 Comprehensive Plan:

- Goal 8: Provide recreational options and protect open space;
- Objective 2: Encourage development that will reduce urban sprawl;
- Objective 2, Policy 4: Encourage land use patterns that reflect a mix of integrated community uses; and
- Objective 3, Policy 13: Locate higher density residential uses along roadways designated as minor

arterials, principle arterials or limited access thoroughfares.

DEVELOPMENT CHARACTERISTICS AND STANDARDS:

Tracts 2A and 2B

The applicant is proposing to retain a townhome section but will reduce the area from 15.94 to 13.48 acres while reducing the unit count from 100 to 92. This will cause a nominal increase in density from 6.27 du/acre to 6.82 du/acre, which is still less than half of the maximum density allowed for townhome development under Appendix W.

The following table compares the proposed development characteristics and standards with the existing development characteristics and standards.

Table 2: Development Characteristics and Standards Comparison (Townhome)

Standard	Existing	Proposed
Acreage	15.94	13.48
Number of Lots	100	92
Maximum Density	13.2	13.2
Proposed Density	6.27	6.82
Product Type	Attached	Attached
Min. Living Area (Sq. Ft.)	1,150-1,299 (30%); 1,300 (70%)	1,150-1,299 (30%); 1,300 (70%)
Min. Lot Area (Sq. Ft.)	1,680-3,299 (30%); 1,300 (70%)	2,100
Min. Lot Width	21-29 (30%); 30 (70%)	22 (30%); 30 (70%)
Min. Lot Depth	80-99 (30%); 100 (70%)	100
Front Setback	17	17
Rear Setback	10	10
Interior Side Setback (Ft.)	0	0
Side on Street Setback (Ft.)	15	15
Max. Height (Ft.)	35	35
Max. Lot Coverage (%)	60	60
Masonry Requirements	Appendix W	Appendix W
Internal Streets	Private	Private
Alleys	Yes	Yes
Garage	Rear Entry	Rear Entry
Guest Parking Calculation	1 Space/5 Units	1 Space/5 Units
Min. Guest Parking	20 Spaces	19 Spaces

Tracts 3A and 3B

The existing zoning allows Tracts 3A and 3B for commercial use (with base zoning districts of Neighborhood Services, General Retail One, and Office) or a combination of multi-family and non-residential uses. If Tracts 3A and 3B are developed with residential use then at least 50% of the first floor must be reserved for non-residential use. PD-384 prevents the conversion of space reserved for commercial use to a residential dwelling use or a non-residential use that is solely related to the operation of the residential building, such as a leasing office.

The applicant is proposing to develop Tract 3A as 100% commercial and Tract 3B as multi-family. The applicant is proposing 14 live/work units which would account for about 5% of the total multi-family units. The applicant is proposing to increase the maximum density from 26 dwelling units per acre to 28.06 dwelling

units per acre.

Table 3: Development Characteristics and Standards Comparison (Multi-Family/Mixed Use)

Standard	Existing	Proposed
Acreage	9.25	12.49
Number of Lots	2	2
Maximum Density	26	28.06
Proposed Density	26	28.06
Product Type	Vertical Mixed-Use; Commercial	Multi-Fam; Mixed-Use; Commercial
Standalone Commercial Allowed?	Yes	Yes
Tract 3A req. Commercial use only?	No	Yes
% ground floor req. Commercial uses	50%	38%
Leasing office included?	No	Yes
Min. Living Area (Sq. Ft.)	600	600
Live-Work Allowed?	No	Yes
Max. Height	4 Stories	3 Stories
Masonry Requirements	Appendix W	Appendix W
Garage Requirements	None	8% of total required parking

RECOMMENDATION:

At its meeting on December 2, 2019 the Planning and Zoning Commission voted 5-0 to recommend approval of the detached townhomes and denial of the changes to the mixed use tracts.

At its December 17, 2019 meeting, City Council tabled the application with the direction that the townhome portion of the zoning be retained and that updated renderings of the proposed multi-family be provided to staff.

Applicant Response:

The applicant has revised the proposed Concept Plan and PD Zoning document to show the following:

- 92 townhome lots in place of proposed Cottage Homes.
- Include live-work units as an allowed use within the multi-family portion.
- Revised PD standards to allow Multi-Family at a density of 28.06 dwelling units per acre, and a minimum of 38% of the ground floor square footage of the Multi-Family as Commercial.
- Allow Commercial development along Lake Ridge to be separate and not part of the Mixed-Use area, but still count towards minimum 38% of multi-family square footage.

Tables 2 and 3 have been updated to reflect these changes.

STAFF RECOMMENDATION:

This development sits at a prominent location along Lake Ridge Parkway, and the PD contains standards that are designed to create a unique mixed-use development. Given that the conditions of the site and the surrounding area are largely unchanged from November 2018, staff recommends that the development standards for Tracts 3A and 3B (Mixed-Use portion) remain in place. Staff also believes the existing townhome regulations should remain in place as a rear entry product with common landscaping and facade maintenance.

To the extent that the proposed changes deviate from these standards, staff recommends those changes not be approved.

Body

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND MAP TO REZONE 91.113 ACRES OUT OF THE WILLIAM LINN SURVEY, ABSTRACT NO. 926 AND NO. 1725 AND THE A.B.F. KERR SURVEY, ABSTRACT NO. 717, CITY OF GRAND PRAIRIE, DALLAS COUNTY AND TARRANT COUNTY, TEXAS, GENERALLY LOCATED ON THE WEST SIDE OF LAKE RIDGE PKWY, SOUTH OF HANGER LOWE RD, AND AS MORE FULLY DESCRIBED BELOW, TO AMEND PLANNED DEVELOPMENT 384 DISTRICT FOR SINGLE FAMILY DETACHED, SINGLE FAMILY TOWNHOMES, AND COMMERCIAL AND RESIDENTIAL MIXED USE DEVELOPMENT TO ALLOW LIMITED STANDALONE MULTI-FAMILY RESIDENTIAL 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 amend **Planned Development 384 District to allow limited standalone Multi-Family Residential Uses**; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on December 2, 2019, 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 5 to 0 to recommend partial approval of the original request for cottage home and limited multi-family residential zoning to the City Council of Grand Prairie, Texas; 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 December 17, 2019, 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, after consideration of said application, the City Council of the City of Grand Prairie, Texas voted 9 to 0 to continue the public hearing and table the application with the request that the applicant remove the request for cottage homes; and

WHEREAS, the applicant has revised the request to include only standalone Multi-Family Residential as an

amendment to PD-384; 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 384 District**; and, by reason of changed conditions, does consider and find that this amendatory Ordinance allowing for limited standalone Multi-Family Residential 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 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...”

and passed and approved November 20, 1990, as amended, is hereby further amended so as to amend **Planned Development 384 District for Single Family Detached, Single Family Townhome, and Residential and Commercial Mixed Uses** as depicted in **Exhibit A - Location Description** in order to allow for **limited standalone Multi-Family Residential**.

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 any development on the property described herein shall substantially comply with the following development standards:

I. Applicability

All development that occurs within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this ordinance. The locations of buildings, driveways, parking areas, amenity areas, trails, fencing, other common areas, and pedestrian connections made between the single-family detached, Single Family Townhouse tracts and the commercial or mixed use tracts, and the open space shall substantially conform to the locations shown in Exhibit D - Concept Plan.

II. Phasing

Phasing of the development shall be consistent with Exhibit E - Phasing Plan. The extension of Grandway Drive, reconfiguration of access to gas well sites, and installation of the masonry wall intended to screen the gas well drives from adjacent single family detached development shall be included in Phase 1.

III. Zoning Regulations

Base zoning districts for tracts within the Planned Development District shall be consistent with Exhibit C - Land Use and Exhibit B - Legal Description. Any zoning, land use requirement or restriction not contained within this zoning ordinance shall conform to those requirements and/or standards prescribed in the Unified Development Code.

A. Tract 1A and Tract 1B: Single Family Detached

- i. Development shall meet Appendix W development standards for single family detached developments and the SF-5 zoning district. Where requirements of Appendix W and the SF-5 zoning district are in conflict, the strictest requirement shall prevail.
- ii. The developer shall provide a walking trail connection on Tract 1A as shown in Exhibit D - Concept Plan. This trail connection shall provide access to the walking trails on the townhouse and open space tracts.
- iii. In order to accommodate the walking trail connection, the width of Lot 10, Block 3 may be reduced from 80 ft. to 70 ft.
- iv. The developer shall provide perimeter screening along Hanger Lowe Rd and Coastal Blvd. Perimeter screening shall consist of a living screen, a masonry screening wall, or a combination of each in accordance with the following:
 1. Living screen shall be installed in conjunction with a minimum eight foot fence on the homeowner's property meeting the single-family fencing requirements found in Article 8 and Appendix V of the Unified Development Code, including the requirement for galvanized metal posts, and the living screen shall consist of an evergreen species capable of reaching a minimum of eight feet in height at maturity.
 2. Masonry screening wall shall be a minimum of six feet in height with columns or pilasters spaced at a minimum 50 feet on center. A wooden fence on the homeowner's property is not required where a masonry wall is constructed.

B. Tract 2A and Tract 2B: Single Family Townhouse

- i. Development shall meet Appendix W standards for single family townhouse development.
- ii. Internal streets shall be private and shall be maintained by the homeowners association.
- iii. The location and extent of walking trails shall be consistent with Exhibit D - Concept Plan.
- ~~iv. The developer shall provide a minimum of two pedestrian connections with each phase. These pedestrian connections shall allow townhouse residents to walk to the adjacent commercial uses.~~
- v. Final building design shall conform to the character, materials, and massing shown in Exhibit F - Conceptual Elevations. Where there is a conflict between any architectural regulation, statement, or exhibit within this ordinance regarding townhomes and the architectural requirements for townhomes found in Appendix W of the Unified Development Code, Appendix W shall prevail.
- vi. Screening along the shared boundary Townhouse phase and the Mixed Use phase may consist of wrought iron fencing a minimum of six feet in height with masonry columns spaced a minimum of 30 feet on center and a living screen consisting of an evergreen species capable of reaching a minimum of eight feet in height at maturity

C. Tract 3A and 3B: Mixed Use

- i. Land use and development standards for commercial development shall conform to the requirements prescribed for Neighborhood Services (NS), General Retail One (GR-1), Office (O) districts. ~~Live-Work units are allowed and is defined as a space that combines a person's business or workspace with their living quarters. The business or workspace shall be located on the ground floor with the residence above it.~~ Density and dimensional requirements of residential development shall comply with Multi-Family Three (MF-3) district ~~with the following exceptions:~~
 - a) Maximum density is 28.06 DU/AC
- ii. ~~Tract 3A shall be developed as 100% Non-Residential.~~
- iii. Areas designated for non-residential uses are reserved for those uses allowed under Article 4 of the UDC in the NS, GR-1, and O districts. Up to 100% of Tract 3A and 3B may be developed with non-residential uses.
- ~~iv. For residential uses, a minimum of 50% of the gross square footage of the first floor shall be designed for and reserved as non-residential uses. The minimum amount of non-residential use provided shall be 38% of the net square footage of the first floor of the multifamily structure. The required total non-residential use can be accounted for on both tracts 3A and 3B. Conversion of space reserved for commercial use to a residential dwelling use, including short-term residential rentals, or to a non-residential use that is solely related to the operation of the residential building, such as a leasing office, or to a non-residential use that is restricted only to the residents who live in the building is not allowed by this ordinance.~~
- ~~v. Garage parking spaces shall not be required for residential uses in the Mixed Use phase. For the mixed-use development, 8% of the total required parking will be tucked under garage parking spaces.~~

vi. Final building design shall conform to the character shown in Exhibit F - Conceptual Elevations.

D. Tract 4A and 4B: Open Space/Floodplain

- i. Land in Tract 4A and 4B shall be reserved for floodplain management and passive recreation. **With the consent of applicable governing authorities, retention/detention ponds may be constructed within tracts 4A and 4B.**
- ii. The developer shall provide walking trails and the location and extent of the trails shall be consistent with Exhibit D - Concept Plan. The developer shall provide the trail shown on Tract 4A with the development of Phase 2A. The developer shall provide the trail on Tract 4B with the development of phase 2B.

SECTION 4. THAT prior to the issuance of any building permits, a Site Plan shall first be reviewed and approved by the City Council for each commercial or multi-family phase and a Final Plat shall first be approved by the Planning and Zoning Commission for each single-family detached or single-family townhouse phase upon demonstration that such is in conformance to the requirements of this ordinance and the Unified Development Code. Any variance from the requirements of this ordinance or the Unified Development Code or modification of the requirements contained herein may only be approved by City Council.

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.

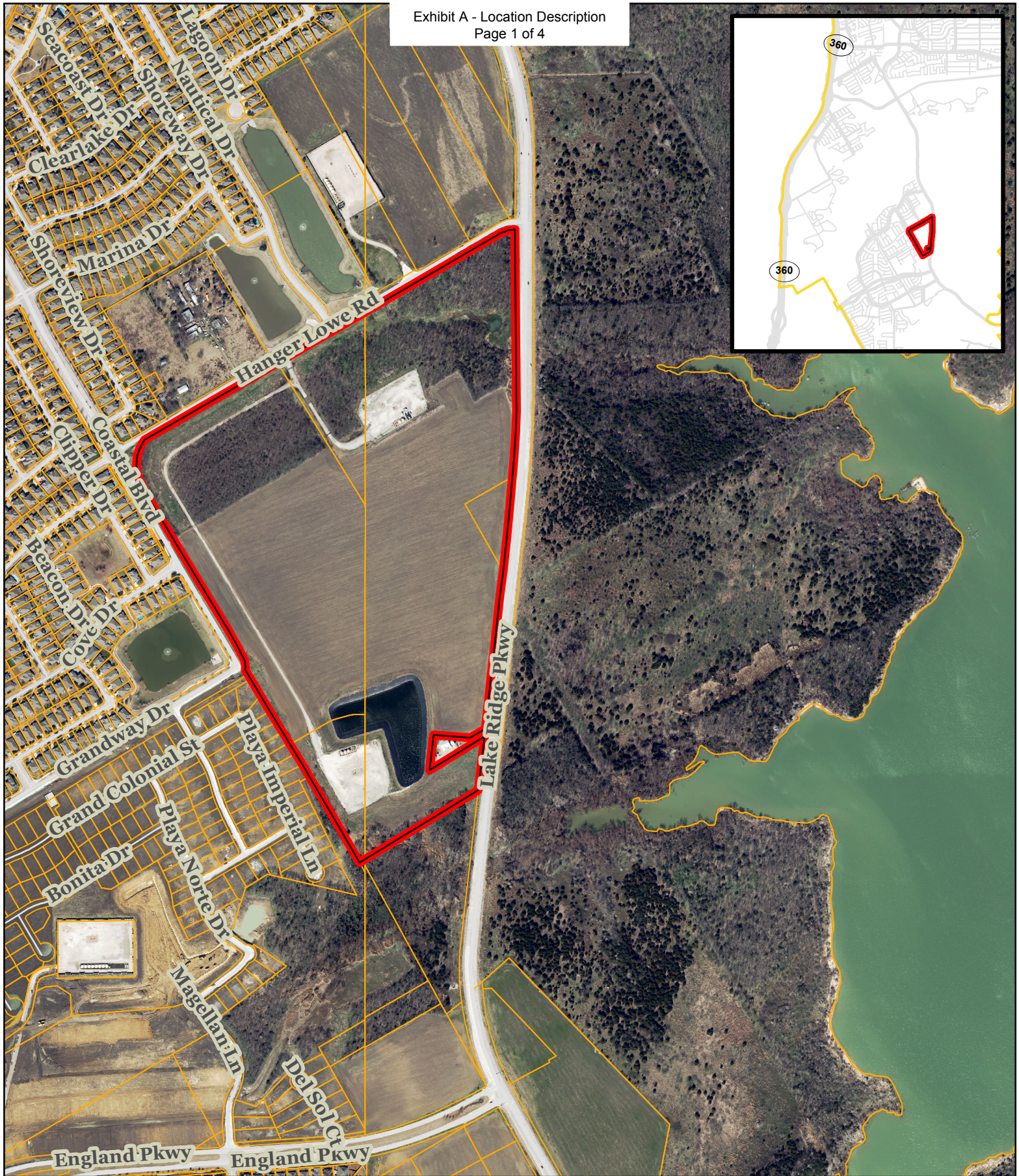
SECTION 7. THAT this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 7th DAY OF JANUARY, 2020.

Ordinance No.

Zoning Case No. Z181101A/CP181101A

Planned Development No. 384A



STATE OF TEXAS

COUNTY OF TARRANT AND DALLAS

BEING a 91.113 acre tract of land out of the WILLIAM LINN SURVEY, Abstract No. 926 (Tarrant County) and Abstract

No. 1725 (Dallas County) and the A.B.F. KERR SURVEY, Abstract No. 717 (Dallas County), in Tarrant and Dallas County,

and being the same tract of land conveyed to Waddle Partners, LTD as recorded in Instrument No. D198077662, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a Brass Monument found at the southernmost corner of the said 91.113 acre tract, point being at the northwest corner of a tract of land as described in a deed to the United States of America as recorded in Volume 83071, Page 5038, Deed Records, Dallas County, Texas, being in the northeast line of Block E, La Jolla, Phase I, an addition to the City of Grand Prairie according to the plat thereof recorded in Document No. D216268517, Plat Records, Tarrant County, Texas;

THENCE North 30 degrees 14 minutes 15 seconds West along the common line of the said 91.113 acre tract and the said La Jolla Addition, a distance of 289.77 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047" at the southwest corner of the Tarrant County right-of-way (R.O.W.) easement as recorded in Volume 1751, Page 294 of the Deed Records, Tarrant County, Texas;

THENCE North 59 degrees 46 minutes 08 seconds East along the common line of the said 91.113 acre tract and the said Tarrant County R.O.W., a distance of 20.00 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047";

THENCE North 30 degrees 21 minutes 16 seconds West along the common line of the said 91.113 acre tract and the said Tarrant County R.O.W., a distance of 949.97 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047" in the northeasterly line of Coastal Boulevard (A Variable Width R.O.W.), point being in the beginning of a curve to the left having a radius of 127.36 feet and a chord bearing North 19 degrees 14 minutes 45 seconds West and a chord length of 50.44 feet;

THENCE along said curve to the left, a distance of 50.77 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047" in the northeast line of said Coastal Boulevard;

THENCE North 30 degrees 40 minutes 55 seconds West along the west line of the said 91.113 acre tract and the east line of the said Coastal Boulevard, a distance of 1050.11 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047" in the beginning of a curve to the right having a radius of 174.40 feet and a chord bearing North 14 degrees 21 minutes 12 seconds East and a chord length of 246.40 feet;

THENCE along said curve to the right a distance of 273.60 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047" in the southeasterly line of Lakewalk Drive, formerly Hanger Lowe Road (50 foot right-of-way);

THENCE along the northwesterly line of the said 91.113 acre tract and the southeasterly line of said Lakewalk Drive the following courses and distances:

North 59 degrees 32 minutes 10 seconds East a distance of 109.34 feet to a 1/2 inch iron rod;

North 59 degrees 26 minutes 12 seconds East a distance of 251.89 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047"; North 59 degrees 27 minutes 16 seconds East a distance of 378.60 feet to a 1/2 inch iron rod found;

North 59 degrees 21 minutes 57 seconds East a distance of 191.10 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047"; North 59 degrees 31 minutes 06 seconds East a distance of 173.69 feet to a 1/2 inch iron rod;

North 59 degrees 25 minutes 02 seconds East a distance of 870.94 feet to a 1/2 inch iron rod;

North 59 degrees 26 minutes 02 seconds East a distance of 209.16 feet to a 1/2 inch iron rod found;

THENCE North 89 degrees 29 minutes 02 seconds East a distance of 46.62 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047" in the west line of Lake Ridge Parkway, formerly Mansfield Road (120' right-of-way);

THENCE along the east line of the said 91.113 acre tract and the west line of the said Lake Ridge Parkway the following courses and distances;

South 00 degrees 02 minutes 06 seconds West a distance of 289.00 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047";

South 03 degrees 25 minutes 35 seconds West a distance of 251.45 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047";

South 09 degrees 13 minutes 16 seconds West a distance of 202.63 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047";

South 09 degrees 56 minutes 18 seconds East a distance of 203.04 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047";

South 00 degrees 19 minutes 26 seconds East a distance of 183.97 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047" in the beginning of a curve to the right having a radius of 5669.58 feet and a chord bearing South 05 degrees 22 minutes 11 seconds West and a chord length of 318.25 feet;

Along said curve to the right, a distance of 318.29 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047";

South 05 degrees 38 minutes 28 seconds West a distance of 290.15 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047";

South 08 degrees 52 minutes 35 seconds West a distance of 100.16 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047";

South 06 degrees 12 minutes 50 seconds West a distance of 138.15 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047";

South 06 degrees 30 minutes 12 seconds West a distance of 262.36 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047";

South 03 degrees 22 minutes 15 seconds West a distance of 99.82 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047";

THENCE South 06 degrees 12 minutes 26 seconds West along the east line of the said 91.113 acre tract and the west lie of the said Lake Ridge Parkway, a distance of 349.04 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047" at the northeast corner of the Lift Station site to Grand Prairie as recorded in Volume 96042, Page 2900 of the said deed records;

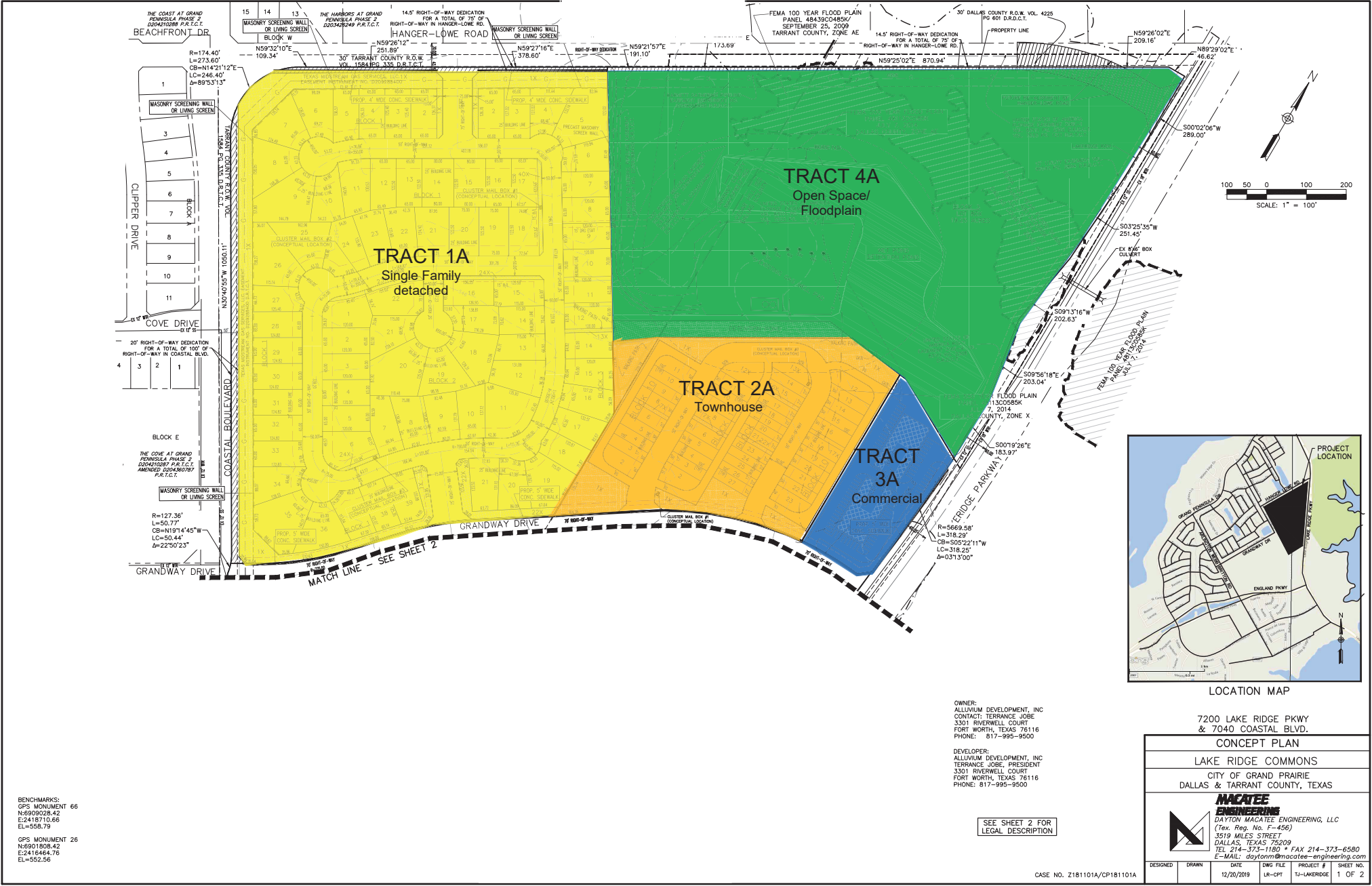
THENCE along the common line of the said 91.113 acre tract and the said lift station site the following courses and distances;

South 57 degrees 29 minutes 32 seconds West a distance of 83.05 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047"; North 85 degrees 39 minutes 34 seconds West a distance of 191.66 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047"; South 05 degrees 17 minutes 27 seconds West a distance of 190.00 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047";

THENCE North 57 degrees 25 minutes 02 seconds East a distance of 325.00 feet to a set capped 1/2 inch iron rod stamped "RPLS 3047" in the west line of said Lake Ridge Parkway;

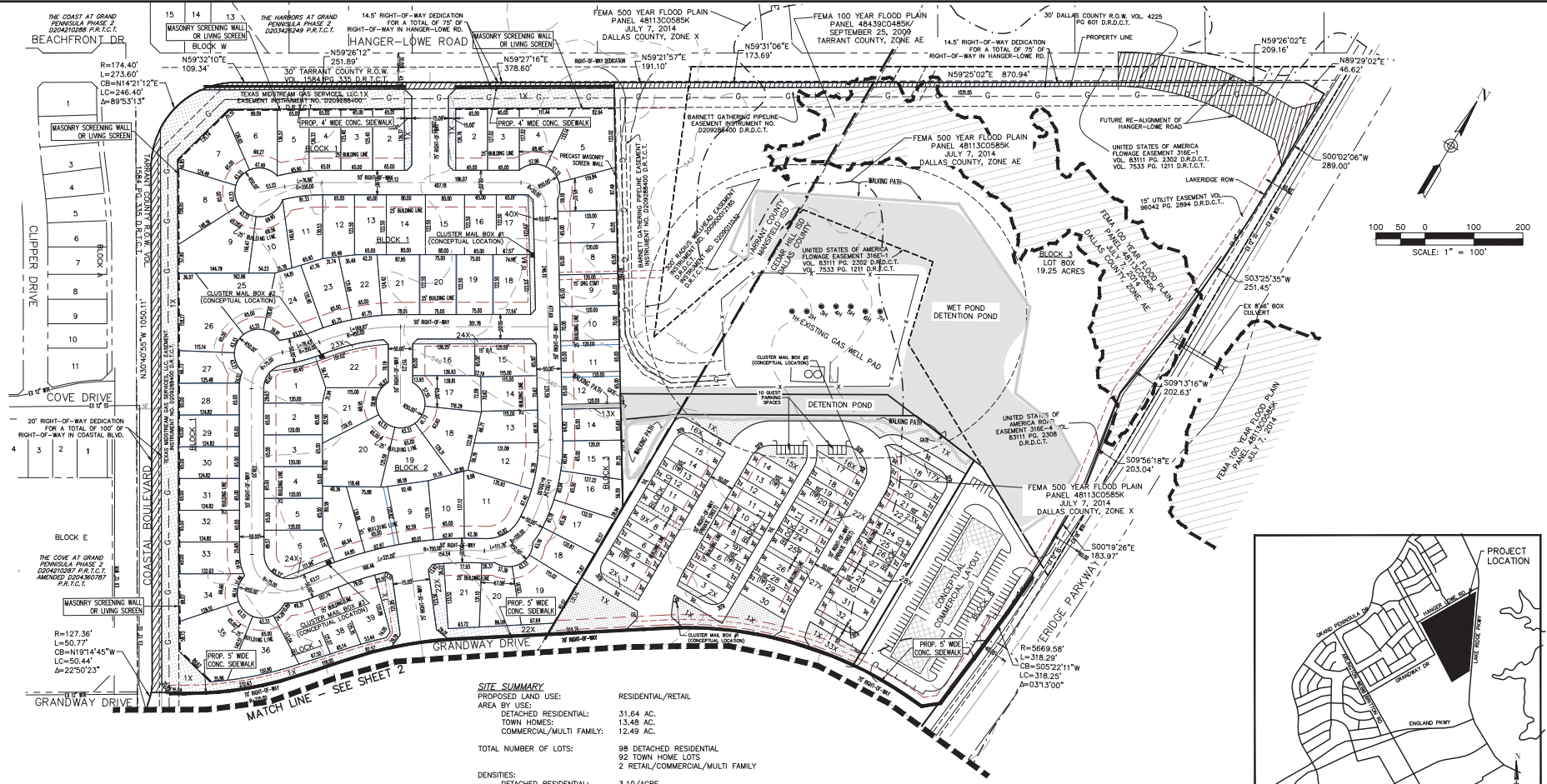
THENCE South 06 degrees 12 minutes 26 seconds West along the common line of the said 91.113 acre tract and the said west line of Lake Ridge Parkway, a distance of 286.96 feet to a 1/2 inch iron rod found in the north line of the said United States of America tract;

THENCE South 58 degrees 32 minutes 52 seconds West along the south line of the said 91.113 acre tract and the said United States of America tract, a distance of 724.72 feet to the POINT OF BEGINNING and containing 3,968,891 square feet of 91.113 acres of computed land.



Page 2 of 2

DESIGNED	DRAWN	DATE	DWG FILE	PROJECT #	SHEET NO.
		12/20/2019	LR-CPT	TJ-LAKERIDGE	2 OF 2



NOTES:

- 1) SITE PLAN APPROVAL IS REQUIRED FOR THE TOWNHOUSE AND COMMERCIAL DEVELOPMENTS.
- 2) BASE ZONING FOR THE TOWNHOUSE DEVELOPMENT SHALL BE SF-T.
- 3) BASE ZONING FOR THE COMMERCIAL DEVELOPMENT SHALL BE GENERAL RETAIL DISTRICT (GR-1).
- 4) SIDEWALKS WILL BE REQUIRED ALONG ALL STREET FRONTS.
- 5) UTILITY EASEMENTS WILL BE PROVIDED ALONG ALL STREET FRONTS.
- 6) THE COMMERCIAL TRACTS MAY BE DEVELOPED AS COMMERCIAL ONLY OR AS MIXED USE.
- 7) ALLOWED USES WITHIN THE MIXED USE COMMERCIAL TRACTS INCLUDE OFFICE, APARTMENTS, LIVE-WORK, RESTAURANT AND RETAIL.

SITE SUMMARY

PROPOSED LAND USE:
AREA BY USE:
DETACHED RESID
TOWN HOMES:
COMMERCIAL/MU

TOTAL NUMBER OF LOTS:

DENSITIES:

DETACHED RESIDENTIAL:
TOWNHOUSE:

DETACHED RESIDENTIAL STANDARDS
MINIMUM LOT AREA:

MINIMUM LOT AREA:	6,500 Sq. Ft.
MAXIMUM LOT COVERAGE:	60%
MINIMUM LOT WIDTH:	65'
MINIMUM LOT DEPTH:	110'
MINIMUM FRONT YARD:	25'
MINIMUM REAR YARD:	10'
MINIMUM INTERIOR SIDE YARD:	5' & 10' (FOR A TOTAL OF 15')
MINIMUM EXTERIOR SIDE YARD:	15'

MASONRY PERCENTAGE:

TOWN HOME STANDARDS

MINIMUM LOT AREA:	2,100 Sq. Ft.
MINIMUM LOT WIDTH:	22'
MINIMUM LOT DEPTH:	95'
MINIMUM FRONT YARD:	17'
MINIMUM REAR YARD:	10'
MINIMUM INTERIOR SIDE YARD:	0'
MINIMUM EXTERIOR SIDE ON ALLEY:	5'

STREETS: 50' R.O.W.
PAVEMENT: 27' B-B
PROJECT AREA (ACRES): 91.113

RESIDENTIAL/RETAIL

31.64 AC.
13.48 AC.
12.49 AC.

98 DETACHED RESIDENTIAL

92 TOWN HOME LOTS
2 RETAIL /COMMERCIAL /MULTI FAMIL

3.10/ACRE
6.82/ACRE

6.82/ACRE

6,500 Sq. Ft.
60%

65'
110'
25'
10'
5' & 10' (FOR A TOTAL OF 15')
15'

902

2,100 Sq. Ft.
22'
95'
17'
10'
0'
5'

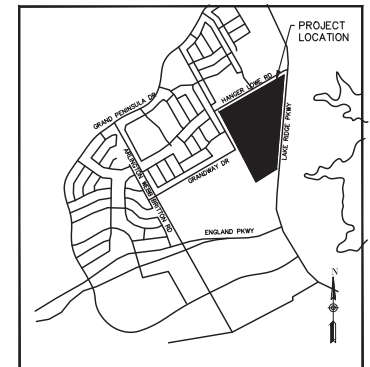
TOWNHOUSE DEVELOPMENTS	
SUMMARY OF LOT WIDTH	
30' WIDE:	65 LOTS (71%)
22' WIDE:	27 LOTS (29%)

OWNER:
ALLUVIUM DEVELOPMENT, INC
CONTACT: TERRANCE JOBE
3301 RIVERWELL COURT
FORT WORTH, TEXAS 76116
PHONE: 817-995-9500

DEVELOPER:
ALLUVIUM DEVELOPMENT, INC
TERRANCE JOBE, PRESIDENT
3301 RIVERWELL COURT
FORT WORTH, TEXAS 76116
PHONE: 817-995-9500

SEE SHEET 2 FOR
LEGAL DESCRIPTION

CASE NO. Z181101A/CP181101A



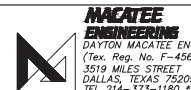
LOCATION MAP

7200 LAKE RIDGE PKWY
& 7040 COASTAL BLVD.

CONCEPT PLAN

LAKE RIDGE COMMONS

CITY OF GRAND PRAIRIE
DALLAS & TARRANT COUNTY, TEXAS



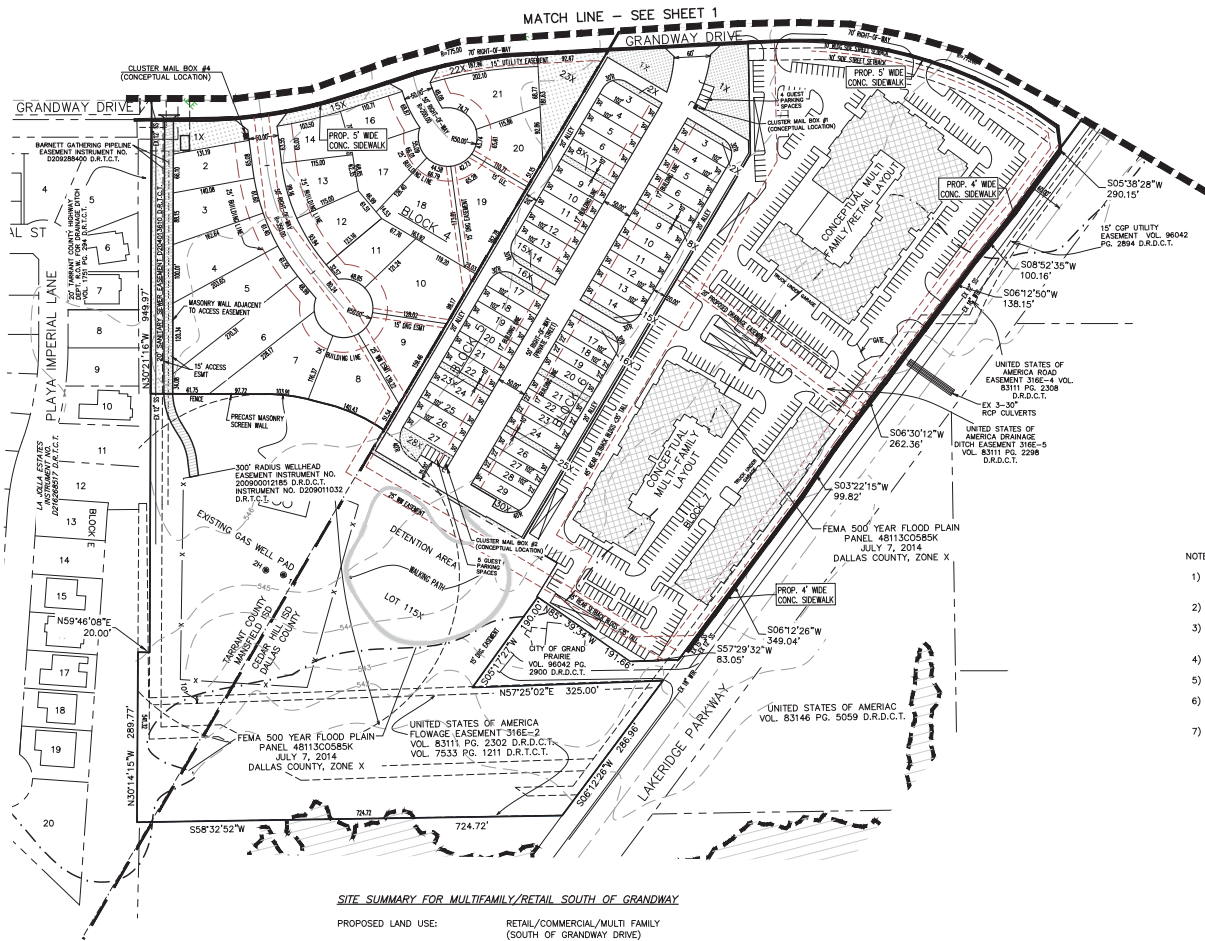
**MACATEE
ENGINEERING**
DAYTON MACATEE ENGINEERING, LLC
(Tex. Reg. No. F-456)
3519 MILES STREET
DALLAS, TEXAS 75209
TEL 214-373-1180 • FAX 214-373-6580
E-MAIL: daytonm@macatee-engineering.com

DESIGNED	DRAWN	DATE 12/27/2019	DWG FILE LR-CPT	PROJECT # TJ-LAKERIDGE	SHEET NO. 1 OF 2
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BENCHMARKS:
GPS MONUMENT 66
N:6909028.42
E:2418710.66
EL=558.79

GPS MONUMENT 26
N:6901808.42
E:2416464.76
EL=552.56

Exhibit C - Concept Plan
Page 2 of 2



- NOTES:
- 1) SITE PLAN APPROVAL IS REQUIRED FOR THE TOWNHOUSE AND COMMERCIAL DEVELOPMENTS.
 - 2) BASE ZONING FOR THE TOWNHOUSE DEVELOPMENT SHALL BE SF-T.
 - 3) BASE ZONING FOR THE COMMERCIAL DEVELOPMENT SHALL BE GENERAL RETAIL DISTRICT (GR-1).
 - 4) SIDEWALKS WILL BE REQUIRED ALONG ALL STREET FRONTS.
 - 5) UTILITY EASEMENTS WILL BE PROVIDED ALONG ALL STREET FRONTS.
 - 6) THE COMMERCIAL TRACTS MAY BE DEVELOPED AS COMMERCIAL ONLY OR AS MIXED USE.
 - 7) ALLOWED USES WITHIN THE MIXED USE COMMERCIAL TRACTS INCLUDE OFFICE, APARTMENTS, LIVE-WORK, RESTAURANT AND RETAIL.

SITE SUMMARY FOR MULTIFAMILY/RETAIL SOUTH OF GRANDWAY

PROPOSED LAND USE:	RETAIL/COMMERCIAL/MULTI FAMILY (SOUTH OF GRANDWAY DRIVE)
SITE AREA:	10.121 ACRES
RETAIL AREA:	3,236 SF
LIVE/WORK AREA:	10,985 SF
TOTAL RETAIL:	14,221 SF
TOTAL 1ST FLOOR MF:	72,549 SF
TUCK UNDER GARAGES:	13,519 SF
1ST FLOOR MF NET GARAGES:	59,030 SF
* RETAIL FOR TRACT 3B:	24%
* RETAIL FOR TRACT 3A:	26% (MIN 15,294SF)
UNIT TABULATIONS:	
LIVE/WORK UNITS:	14 UNITS (4.03%)
1 BEDROOM:	154 UNITS (54.23%)
2 BEDROOM:	102 UNITS (35.92%)
3 BEDROOM:	14 UNITS (4.93%)
TOTAL:	284 UNITS
DENSITY:	28.06 UNITS/ACRE
PARKING TABULATION:	
SURFACE:	391 SPACES
CARPPOOL:	70 SPACES
GARAGES:	37 SPACES
TOTAL:	498 SPACES

OWNER:
ALLIUM DEVELOPMENT, INC
CONTACT: TERRANCE JOBE
3301 RIVERWELL COURT
FORT WORTH, TEXAS 76116
PHONE: 817-995-9500

DEVELOPER:
ALLIUM DEVELOPMENT, INC
TERRANCE JOBE, PRESIDENT
3301 RIVERWELL COURT
FORT WORTH, TEXAS 76116
PHONE: 817-995-9500

BENCHMARKS:
GPS MONUMENT 66
N:6909028.42
E:2418710.66
EL=558.79

GPS MONUMENT 26
N:6901808.42
E:2418464.76
EL=552.56

7200 LAKE RIDGE PKWY
& 7040 COASTAL BLVD.

CONCEPT PLAN					
LAKE RIDGE COMMONS					
CITY OF GRAND PRAIRIE DALLAS & TARRANT COUNTY, TEXAS					
MACATEE ENGINEERING					
DAYTON MACATEE ENGINEERING, LLC (Tex. Reg. No. F-456) 3519 MILES STREET DALLAS, TEXAS 75209 TEL: 214-373-1180 • FAX 214-373-6580 E-MAIL: daytonm@macatee-engineering.com					
DESIGNED	DRAWN	DATE	DWG FILE	PROJECT #	SHEET NO.
		12/27/2019	LR-CP1	TR-LAKERIDGE	2 OF 2

CASE NO. Z181101A/CP181101A

Exhibit D - Conceptual Elevations
Page 1 of 3
Tracts 2A and 2B - Single Family Townhouse



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

MASONRY SQUARE FOOTAGE CHART FRONT ELEVATION			
STONE:	941 SQFT	48 %	
BRICK:	1,035 SQFT	52 %	
TOTAL % MASONRY:	1,976 SQFT	100 %	

MASONRY SQUARE FOOTAGE CHART TOTAL BUILDING			
STONE:	1,627 SQFT	27 %	
BRICK:	4,500 SQFT	73 %	
TOTAL MASONRY AREA:	6,127 SQFT	100 %	



CASE NO. Z181101A/CP181101A

Tract 3B - Mixed Use

Proposed Elevation of Mixed Use



Proposed Elevations NW Corner of Lakeridge Pkwy & Grandway Dr

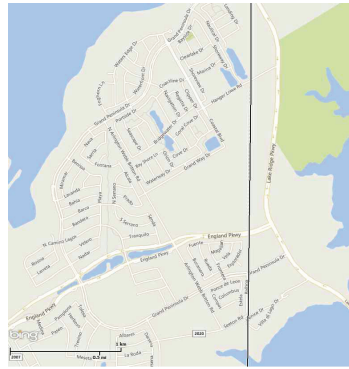
Dedicated to 100% Commercial Uses

Exhibit D - Conceptual Elevations
Page 3 of 3

Tract 3A - Commercial



Exhibit E - Phasing Plan
Page 1 of 1



- PHASE 1
- PHASE 2A
- PHASE 2B
- PHASE 3A
- PHASE 3B

7200 LAKE RIDGE PKWY
& 7040 COASTAL BLVD.
PHASING PLAN
LAKE RIDGE COMMONS
CITY OF GRAND PRAIRIE
DALLAS & TARRANT COUNTY, TEXAS

MACATEE ENGINEERING
DAYTON MACATEE ENGINEERING, LLC
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3519 MILES STREET
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DESIGNED	DRAWN	DATE	DWG FILE	PROJECT #	SHEET NO.
		12/20/2019	LR-CPT	TJ-LAKE RIDGE	1 OF 2

CASE NO. Z181101A/CP181101A



**REGULAR PLANNING AND ZONING COMMISSION
MEETING MINUTES
DECEMBER 2, 2019**

COMMISSIONERS PRESENT: Chairperson Josh Spare, Vice-Chairperson Shawn Connor, Secretary Max Coleman, and Commissioners, Clayton Fisher, Warren Landrum.

COMMISSIONERS ABSENT: Bill Moser, Eric Hedin, Eduardo Carranza, Cheryl Smith

CITY STAFF PRESENT: Deputy City Manager Bill Crolley, David Jones, Chief City Planner, Savannah Ware, Senior Planner, Mark Dempsey, Deputy City Attorney, Brett Huntsman, Transportation Planner, and Chris Hartmann, Executive Assistant.

Chairperson Josh Spare called the meeting to order in the Council Chambers in the City Hall Building at 6:30 p.m. Commissioner Moser gave the invocation, commissioner Fisher led the pledge of allegiance to the US Flag, and the Texas Flag.

PUBLIC HEARING AGENDA Item #7- Z181101A/CP181101A - Zoning Change/Concept Plan - Lake Ridge Commons (Commissioner Connor/City Council District 4). Senior Planner Savannah Ware presented the case report and gave a Power Point presentation to amend the Planned Development District and Concept Plan for Lake Ridge Commons, a development on 91.113 acres, which includes single family detached, single family townhouse, multi-family, and commercial uses. Tract 1, William Linn Survey, Abstract No. 926, City of Grand Prairie, Tarrant County, Texas; Tract 1, William Linn Survey, Abstract No. 1726, Tract 2, A.B.F. Kerr Survey, Abstract No. 717, City of Grand Prairie, Dallas County, Texas. Zoned A, within the Lake Ridge Corridor Overlay District, and generally located on the west side of Lake Ridge Pkwy, south of Hanger Lowe Rd. The consultant is Phillip Fisher, Macatee Engineering and the owner is Terry Jobe, Alluvium Development.

Ms. Ware stated on November 20, 2018: City Council approved a Zoning Change and Concept Plan, creating a Planned Development District, PD-384 for single family detached, single family townhouse, and mixed uses on 91.113 acres. The applicant is proposing a housing product they describe as "Detached Townhouse." One of the primary differences between the proposed product and the existing product is that the proposed product is detached individual units do not share common walls while the existing product is attached, individual units share common walls. The existing zoning allows Tracts 3A and 3B for commercial use (with base zoning districts of Neighborhood Services, General Retail One, and Office) or a combination of multi-family and non-residential uses. If Tracts 3A and 3B are developed with residential use then at least 50% of the first floor must be reserved for non-residential use. PD-384 prevents the conversion of space reserved for commercial use to a residential dwelling use or a non-residential use that is solely related to the operation of the residential building, such as a leasing office. The applicant is proposing to develop

Tract 3A as 100% commercial and Tract 3B as multi-family. The applicant is proposing 14 live/work units which would account for about 5% of the total multi-family units. The applicant is proposing to increase the maximum density from 26 dwelling units per acre to 28.06 dwelling units per acre.

Ms. Ware stated this development sits at a prominent location along Lake Ridge Parkway, and the PD contains standards that are designed to create a unique mixed-use development. Given that the conditions of the site and the surrounding area are largely unchanged from November 2018, staff recommends that the development standards for Tracts 3A and 3B remain in place. Staff also believes the existing townhome regulations should remain in place as a rear entry product with common landscaping and facade maintenance. To the extent that the proposed changes deviate from these standards, staff recommends those changes not be approved.

Commissioner Coleman asked if the Police Department expressed any concerns with the rear entry garages. Mr. Jones stated the Police Department supports rear entry garages.

Chairperson Spare asked in the original zoning request where there any photos submitted of the products at that time. Ms. Ware replied yes, but what they are proposing is different than what was originally approved. Mr. Jones stated the concept plan has changed.

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

Browning Stupp, 7104 Playa Imperial, Grand Prairie, TX, stepped forward in opposition to this request. When he purchased his property he was not told by the builder that this area had already been zoned. Traffic will become a nightmare and his children's safety is his major concern, this is a big development that will bring in lots of people, this would change the entire area/neighborhood and cause the schools to become over crowded. Transportation Planner Brett Huntsman stated Costal Blvd., Grandway Dr., and England Pkwy., would all become a 4-lane divided road to help elevate the traffic.

Kevin Toth, 7064 Surfside Lane, Grand Prairie, TX stepped forward in opposition to the case, he asked if signal lights would be added on Hanger Low and Lake Ridge and how would you get to the retail sites. Mr. Huntsman said there would not be any signal lights at those locations at this time, Lake Ridge and Grand Way have median breaks to get to the retail site.

Commissioner Fisher asked Mr. Stupp when he purchase his property, and is he acceptable to the original concept plan. Mr. Stupp replied about 4 months ago, 1st Texas Homes did not disclose this information to him.

Commissioner Connor asked at the time he purchased his home did he ask the builder about the adjacent property. Mr. Strupp replied yes, but was told that it would never develop because of the existing gas-well and open space.

Terrence Jobe with Alluvium Development, 2415 Somercrest, Midlothian, TX, stepped forward as the developer, owner, and applicant to the case. Mr. Jobe gave a presentation to the

commission, and noted Grandway Drive would be required to be built to Lake Ridge to help with the traffic they would also be putting in decal-lanes and turning lanes on Lake Ridge Parkway. There are no buyers with the mix-use product and he hates to hear that 1st Texas Homes did not disclose this development to the adjacent homeowners. What he is proposing would not change the area the homes are considered villas and/or cottages. The roads would also be improved by this development. He said there was a staff member that is no longer with the city that encouraged them to come up with their own detached townhome standards. Their product would be expensive and would attract the young singles.

Chairperson Spare asked about the maintenance of the properties, when he hears a townhome he hears everything outside is not his problem. Mr. Jobe stated that is why he would rather call them villas or cottages rather than a townhome. He said there would be an HOA and PID. These villas/cottages would be an upgrade from the townhomes, the homes would be setback far enough for front entry garages, because they do not like putting in alleys on their projects. Each unit should have at least five parking spaces, the units would be more expensive and townhomes are no longer favorable at this time.

Chairperson Spare asked that he describe lock-and-leave. Mr. Jobe said that is something that is important to him and a lot of empty nesters. Mr. Spare said what it means to him is that all of the maintenance is taken care off so he might want to leave this out of his presentation, because you still have maintenance to do even with an HOA or PID.

Mr. Jobe stated the property would develop with good retail space they are providing a space where you can live and work, the retail space would be part of the multi-family use. His vision has change from a year ago townhomes are no longer attractive things have change and they don't believe it would bring them much value, but they do have a potential buyer for townhomes if this case is not approved they can still build them.

Commissioner Connor stated he is confused with Mr. Jobe's presentation, he understands he has two different builders, which product would he like to produce. Mr. Jobe apologized he is talking about the villa/townhome product, which is Gehan Homes.

Steve Lenart with Lenart Development Company, 520 Central Parkway, #104, Plano, TX representing the multi-family portion of this case. Mr. Lenart said at this time there is a lot of capitol in multi-family developments retail is not strong at the moment there a lot of empty retail spaces, because a lot of people shop online.

Commissioner Coleman stated he does not like commercial in residential areas, so retail to him would be a better fit for this location.

Chairperson Spare asked for the City's position in changing from agricultural to multi-family. Mr. Jones replied staff uses the Future Land Use Map as a guide and under the FLUM this type of development being proposed is not what we would consider a mix use development.

Jamie Rae Mitchell with Gehan Homes, 3500 Fairmont Street, Dallas, TX, stepped forward in support of this request, she calls them villas or Cottages she does not consider them to be townhomes, the homes would be 1,300 sq. ft. to 2,200 sq. ft. the product cannot be modified nor would it comply with Appendix W. This is for someone that wants to downsize with lower maintenance. Their product would be a real win for the city they are currently building a cottage style home in Viridian. She said front yard garages are safer than having them in the back yard.

Commissioner Connor stated when he visited Florida he stayed in a villa which was beautiful, but the homes were too closed together, he asked if the backyards of these homes would be fenced. Mrs. Mitchell replied yes the homes would be fenced and there would be a minimum of 10 ft. separation between the homes.

Chairperson Spare stated there are two parts to this request, first do we want the townhomes that are approved or do we want to lower the density for a better product. He believes the villas are a better option than the townhomes. The second part of the request is the mix use, he was on PZ at the time this zoning case came forward and he thought the development would be similar to the one in Mansfield. He stated he likes the houses, but not the change to the retail, we approved the mixed use and that is what he wants to see for this location.

Commissioner Conner stated he was also on the PZ when this case was first presented and he liked the development. He agrees with Chairperson Spare and can approve the villas, but would like to keep the mix used component.

There being no further discussion on the case commissioner Fisher moved to close the public hearing and approve case Z181101/CP181101A, and approve the request to change from the attached townhomes to the detached villas and deny the changes to the multi-use development. The action and vote being recorded as follows:

Motion: Fisher

Second: Landrum

Ayes: Coleman, Connor, Fisher, Landrum, Spare

Nays: None

Approved: 5-0

Motion: **carried.**



Legislation Details (With Text)

File #:	19-9548	Version:	1	Name:	SNC191001 – Street Name Change – Locker Street to Brisket Lane
Type:	Ordinance	Status:			Items for Individual Consideration
File created:	11/8/2019	In control:			Planning and Zoning Commission
On agenda:	1/7/2020	Final action:			
Title:	SNC191001 - Street Name Change - Locker Street to Brisket Lane (City Council District 5). Street Name Change request to change Locker Street between W Main Street and W Pacific Street to "Brisket Lane".				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Location Map SNC191001 - Mailing List SNC191001 - Paid Receipt				

Date	Ver.	Action By	Action	Result
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From

Chris Hartmann

Title

SNC191001 - Street Name Change - Locker Street to Brisket Lane (City Council District 5). Street Name Change request to change Locker Street between W Main Street and W Pacific Street to "Brisket Lane".

Presenter

David P. Jones, AICP, Chief City Planner

Recommended Action

Approve

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS CHANGING THE NAME LOCKER STREET, A PUBLIC STREET LOCATED BETWEEN W. MAIN STREET AND W. PACIFIC AVENUE, IN THE CITY OF GRAND PRAIRIE, TEXAS TO BRISKET LANE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there exists in the City of Grand Prairie, Texas a street known as Locker Street, as depicted on the attached Exhibit "A", that runs for one block in a generally north-south direction and is located between 421 and 425 W. Main Street and W. Pacific Avenue; and

WHEREAS, the City has received a request that this public street segment be renamed "Brisket Lane"; and

WHEREAS, the applicant making the request has submitted to the City a fee of \$50.00; and

WHEREAS, notice was given of a public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Council Chambers at the Grand Prairie City Hall Complex, 317 W. College Street at 6:30 P.M. on January 7, 2020 to consider the adoption of an ordinance renaming Locker Street to Brisket Lane, and as all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice, including 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.

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

SECTION 1

That the street known as Locker Street that runs for one block in a generally north-south direction and is located between 421 and 425 W. Main Street and W. Pacific Avenue, as shown on the attached Location Map attached hereto and incorporated by reference as Exhibit "A," shall henceforth be renamed as **Brisket Lane**.

SECTION 2

That the maps, traffic register, and affected street signs of the City of Grand Prairie shall be changed to reflect the new street name.

SECTION 3

That the City Manager shall direct city staff to communicate this ordinance to the U.S. Postal Service and other agencies to effect the street name change to their respective records.

SECTION 4

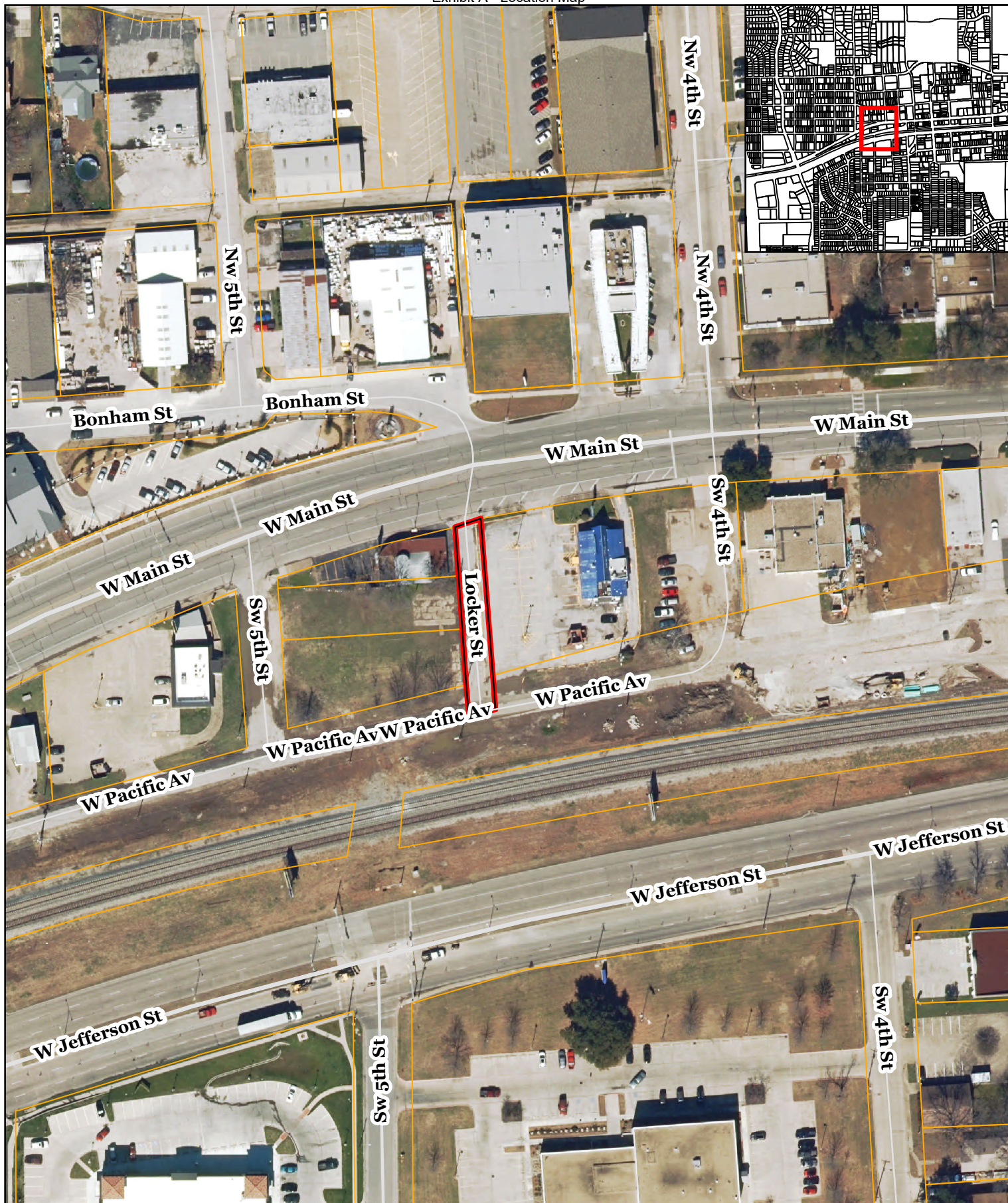
That the applicant requesting the street name change will be responsible to pay the City a fee of \$250.00 per street name pole.

SECTION 5

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 7th DAY OF JANUARY, 2020.

ORDINANCE NO. xxxx-2020
CASE NO. SNC191001



LTV FEDERAL CREDIT UNION
PO BOX 2200
MANSFIELD TEXAS
760630039

MORENO MACARIO LORENZO
418 NE 33RD ST
GRAND PRAIRIE TEXAS
750504510

MANKIN GARY & ROXANNE
1138 N CANTERBURY CT
DALLAS TEXAS
752082740

GRAND PRAIRIE CITY OF
206 W CHURCH ST
GRAND PRAIRIE TEXAS
750505615

PROPIEDADES LOPEZ LP
7314 AHRRISBURG BLVD
HOUSTON TEXAS
77011

LEE KINGTENG & LEEPING
2417 WILD ROSE CT
ARLINGTON TEXAS
760064803

PROPIEDADES LOPEZ LP
7314 HARRISBURG BLVD
HOUSTON TEXAS
770114739

UNION PACIFIC RR CO
1400 DOUGLAS ST STOP 1640
OMAHA NEBRASKA
681791001

I20 HOSPITALITY LP
214 W PIONEER PKWY
GRAND PRAIRIE TEXAS
750514945

CALVARY BAPTIST CHURCH
401 W CHURCH ST
GRAND PRAIRIE TEXAS
750505630

DALWORTH CAPITAL PARTNERS LLC
421 MAIN ST
GRAND PRAIRIE TEXAS
750505624

GRAND PRAIRIE CITY OF
317 COLLEGE ST
GRAND PRAIRIE TEXAS
750505636

MANKIN GARY DON
PO BOX 531542
GRAND PRAIRIE TEXAS
750531542

JAI MAHAVIR CORP
525 W MAIN STREET
GRAND PRAIRIE TX 750505626

DL ROGERS CORP
1225 S MAIN ST STE 300
GRAPEVINE TEXAS
760515647

GRAND PRAIRIE CITY OF
317 COLLEGE ST
GRAND PRAIRIE TEXAS
750505636

CALVARY BAPTIST CHURCH
401 W CHURCH ST
GRAND PRAIRIE TEXAS
750505630

CITY OF GRAND PRAIRIE

*** CUSTOMER RECEIPT ***

Oper: STAPIA Type: FC Drawer: 1
Date: 11/08/19 00 Receipt no: 12455

Description	Quantity	Amount
MP	MAPS & PUB.	
	1.00	\$50.00

Tender detail	
CC CREDIT CARD	\$50.00
Total tendered	\$50.00
Total payment	\$50.00

Trans date: 11/08/19 Time: 9:01:15

PAY BY THE DUE DATE TO AVOID LATE FEES.