

City Hall 300 W. Main Street Grand Prairie, Texas

## **Meeting Agenda**

## **City Council**

Tuesday, December 15, 2020 5:30 PM Via Zoom

Due to the imminent threat to public health and safety arising from the COVID-19 pandemic, this meeting of the City Council will be held via video conference. Members of the public may participate in the meeting remotely by webinar or telephone through the following:

You are invited to a Zoom webinar.

When: Dec 15, 2020 05:30 PM Central Time (US and Canada)

**Topic: City of Grand Prairie - City Council Meeting** 

Please click the link below to join the webinar:

https://gptx.zoom.us/j/93252052869?pwd=Nnc1cmNXT1loNkJ3SzErdW02R1Ewdz09

Passcode: 51e3th3DS0 Or iPhone one-tap:

US: +13462487799,,93252052869#,,,,,0#,,7938337188# or

+12532158782,,93252052869#,,,,,0#,,7938337188#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

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+1 301 715 8592 or +1 312 626 6799 or +1 646 876 9923

Webinar ID: 932 5205 2869 Passcode: 7938337188

International numbers available: https://gptx.zoom.us/u/avPmoLz2c

All meeting participants will automatically be muted until it is their turn to speak. To be recognized to speak, use the "raise hand" feature in the Zoom meeting platform. Or, if you are joining by phone, you may press \*9 to raise your hand. A maximum five (5) minutes is permitted per speaker. After speaking, remute your phone by pressing \*6.

#### Call to Order

#### **Staff Presentations**

1	<u>20-10637</u>	COVID Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer
2	<u>20-10684</u>	Update on Special Election to be ordered to fill a vacancy in Council District 2 - Presented by Mona Lisa Galicia Deputy City Secretary

### Agenda Review

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

#### **Presentations**

20-10686 Comments from Mayor Ron Jensen and the Swafford Family honoring Former
Deputy Mayor Pro Tem Jim Swafford

## **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 following the instructions on the first page of this agenda.

4	<u>20-10640</u>	Minutes of the November 17, 2020 Council Meeting
		Attachments: 11-17-2020 Council Minutes
5	<u>20-10658</u>	Ratification of the application for the FY2020 Urban Area Security Initiative (UASI) Grant of approximately \$164,243; authorize the City Manager to accept the grant by signing the Sub-Recipient Agreement and other grant related documents from the Office of the Governor-Homeland Security Grants Division
6	20-10671	Price agreement for cleaning and chemical supplies from State Industrial Products through a State Inter-Local agreement with The Interlocal Purchasing System (TIPS), at an estimated annual cost of \$25,000 for one year with the option to renew for four additional one-year periods totaling \$125,000 if all extensions are exercised, and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
7	<u>20-10647</u>	Price Agreement for Priority Service Plan from Audio Fidelity Communications Corp dba Whitlock through a national inter-local agreement with DIR for an initial 15-month term at an estimated annual cost of \$38,496.56 with the option to renew for one additional one-year period in the amount of \$32,980; totaling \$71,476.56 if the extension is exercised and authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Attachments: 20-10647 Expenditure Information Form

8	20-10592	Price agreement for temporary banquet, bar, wait & support staff from Vine Group (up to \$200,000 annually) for one year with the option to renew for four additional one year periods totaling \$1,000,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuation 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
		<u>Attachments:</u> 20-10592 21010 - CC EXHIBIT
9	<u>20-10604</u>	Price Agreement for OEM preventive maintenance, repairs and parts on police pursuit motorcycles from Longhorn Harley-Davidson through a national interlocal agreement with BuyBoard at an estimated annual cost of \$50,000 for one year with the option to renew for two additional one-year periods totaling \$150,000 if all extensions are exercised and authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
10	20-10623	Price Agreement for a Police and Fire Employee Assistance Program (EAP) from Workers Assistance Program, Inc. dba Alliance Work Partners (at a Per Employee Per Month (PEPM) cost of \$1.52; estimated \$12,768 annually) beginning January 1, 2021 for one year with the option to renew for four additional one-year periods with a 5% increase every two-years, totaling \$66,528 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 of 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: 20160 - Evaluation Score Card**
11	<u>20-10590</u>	Purchase of Electric and Gas Utility Auditing services from Troy & Banks at 33% of realized savings
		Attachments: 20-10590 21009 - CC EXHIBIT
12	20-10599	Purchase two (2) new Godwin NC100S trailer mounted pumpset for \$44,946.20 each, from Xylem Dewatering Solutions, Inc., through an inter-local agreement with Houston-Galveston Area Council (HGAC) <u>Attachments:</u> 20-10599.docx
13	20-10667	Purchase of seven (7) new 18-passenger para-transit buses for \$80,771 each, from Creative Bus Sales, Inc., respectively for a combined total of \$565,397  **Attachments: 21002 - Evaluation Score Card.pdf  300592-68020002-68320.xlsx 300592-68018002-68320.xlsx 300592-68019002-68320.xlsx

14	<u>20-10646</u>	Purchase of seven (7) new Dodge Charger SXT sedan for \$25,550 each, from Morse Operations, Inc. dba Ed Morse Automotive, respectively for a combined total of \$179,450 through national interlocal agreement with HGAC <u>Attachments:</u> 20-10646.doc
15	<u>20-10634</u>	Purchase of one (1) new Kenworth T440 tandem truck with dump body for \$153,527.05, one (1) new Kenworth T370 truck with dump body for \$113,317.55, one (1) new Kenworth T370 truck with utility body for \$149,800.55, and two (2) new Kenworth T370 truck with grappler body for \$198,221.69 each, from Texas Kenworth Co. dba MHC Kenworth-Dallas, respectively for a combined total of \$815,088.53 through national interlocal agreements with BuyBoard and Sourcewell <a href="https://dx.doc.org/national.new/member-20-10634.doc">https://dx.doc.org/national.new/member-20-10634.doc</a>
16	<u>20-10655</u>	Purchase of Lifepak CR2 Fully-Automatic Electronic Defibrillator (AED) from Sterling Medical for \$68,556.00 through a national inter-local agreement with BuyBoard  **Attachments: 20-10655 Fire Debfibrillators**
17	20-9860	Cityworks Software License Agreement with Azteca Systems, Inc. in the annual estimated amount of \$40,000 (approximately \$200,000 for five years) with the option to renew annually unless terminated by either party and authorize the City Manager to execute up to four annual renewal options for this agreement with aggregate price fluctuations of the lesser of 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 terms. Renewal options beyond the four specified can be authorized, however, will require additional City Council approval  Attachments: Azteca Systems LLC Quote.pdf  18-8475 - Expenditure Form.docx
18	<u>20-10656</u>	Purchase of one (1) Gasmet Model GT5000 Portable FTIR Multi-component Gas Analyzer (FTIR) at a cost of \$89,738.03 through sole-source vendor REPSS Inc of Houston, TX.
19	<u>20-10600</u>	Revised Agreement and time extension with Global Gaming LSP, LLC for the Lone Star Park Logo on the Bowles Water Tower for an additional 5-year term at \$600 monthly  **Attachments: Lone Star Advert. Agmt (2020).2.docx**
20	20-10628	Board Appointment to Animal Shelter Advisory Board - Appointment of Destinee Wright to replace Mattie McClean, Program Supervisor
21	20-10632	Parkview PID Change Order/Amendment No. 2 for Site Landscape Development for landscape maintenance in the total amount of \$14,221.50 (Council District 1). <u>Attachments:</u> Exhibit A-Budget 5yr service plan-FY21-PV.pdf

22	<u>20-10635</u>	Change Order #2 with LPS Fire, LLC in the amount of \$50,000 to add Fire Safety and Security Solutions as needed to City buildings
23	20-10644	Professional engineering services contract with Infrastructure Management Services (IMS) to perform a pavement condition index analysis for arterials and collector roadways and to provide an effective 5-year pavement management plan (the total amount of this contract is \$98,261 through a cooperative purchasing program with the North Central Texas Council of Governments (NCTCOG))  Attachments: 20-10644 CIP Budget Summary.xlsx 20-10644 IMS Quote.pdf
		20-10644 NCTCOG Contract.pdf
24	<u>20-10653</u>	Ground Lease with Urban Partners Development, LLC for 2401 W. Hunter Ferrell and 1921 W. Hunter Ferrell for \$19,000 Annual Rent for a Ten (10) Year Term
		Attachments: Leased Location
25	<u>20-10659</u>	Independent Contractor/Personal Services contract for strategic planning at Epic Central for one year with Rick Coleman in the annual amount not to exceed \$55,000, plus \$10,000.00 for approved reimbursables; with the option to renew for one (1) additional one (1) year period for a total amount of \$130,000 if all renewals are exercised; authorize City Manager to execute renewals under the same terms as the original contract.  **Attachments: 20-10659 EpicCentral Project Design -Rick Coleman.xlsx**
26	<u>20-10660</u>	Independent Contractor/Personal Services contract for strategic planning at Epic Central for one year with Jason Alan Smith in the annual amount not to exceed \$35,000, plus \$5,000 for approved reimbursable expenses; with the option to renew for one (1) additional one (1) year period for a total amount of \$80,000 if all renewals are exercised; authorize City Manager to execute renewals under the same terms as the original contract  **Attachments: 20-10660 EpicCentral Project Design -Jaosn Alan Smith.xlsx**
27	<u>20-10662</u>	Amendment No.1 to extend Professional Planning Services contract terms to September 2021 with Kendig Keast Collaborative for planning, corridor studies, and urban design of Pioneer Parkway from the City Limits at Asia Times Square to Belt Line Road  Attachments: Revised TIMELINE 11.17.2020.docx  20-10662 Pioneer Parkway Ubran Design

28	<u>20-10665</u>	Contract for Credit Card Payment System with sole source provider OpenEdge for an initial term of 1 year with options to renew annually; OpenEdge will have an effective rate of 0.95% (estimated at \$11,964 annually); Authorize the City Manager to execute up to 5 renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as enough funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms; additional renewals past 5 require additional City Council approval  **Attachments:* Open Edge Contract.pdf  Sole Source Letter.pdf
29	<u>20-10666</u>	Change Order/Amendment No. 5 with McMahon Contracting, L.P. in the net negative amount of (\$7,231.22) for Paving, Drainage and Water Improvements in Ragland Road and Day Miar Road <u>Attachments:</u> 619.76 Ragland.xlsx
30	<u>20-10670</u>	Agreement to lease SendPro P Series Mail Sorting and Postage Hardware with Software for four years from Pitney Bowes Inc. through a national inter-local agreement with BuyBoard at an estimated annual cost of \$16,822 for a total cost for all four years of \$67,286  Attachments: City of Grand Prairie Lease.pdf  Expenditure Information Form.doc
31	<u>20-10642</u>	Resolution amending Resolution 5126-2020 for a Chapter 380 Economic Development Agreement with Grand Prairie Local Government Corporation to increase the cash grant to a total of \$2,900,000 to be used for purchase and maintenance of real property; identify the property located at 401 W. Church Street as a suitable site for the location, relocation or expansion of a business within the City <a href="https://dx.doi.org/10.2016/jhapter380"><u>Attachments:</u></a> 20-10593 Chapter 380 Economic Development
32	20-10649	Resolution approving the City's Investment Policy <u>Attachments:</u> Investment Policy Dec 2020 Update.pdf
33	<u>20-10638</u>	Resolution authorizing the Treasury and Debt Manager to execute a general release with Elavon Inc in the amount of \$141,392.17 regarding credit card transaction processing  Attachments: 394750520685 City of Grand Prairiepdf
34	<u>20-10625</u>	Resolution adopting amendments to the Bylaws of Reinvestment Zone Number One, Interstate Highway 30 Area Tax Increment Financing (TIF) District  **Attachments: TIF 1 Bylaws-Amended 11-18-20.pdf**
35	<u>20-10661</u>	Resolution accepting a donation of property from Davis Rd Development LLC for the construction of a fire station on Davis Road <u>Attachments:</u> Exhibit A (Property Description).pdf

36	20-10624	Resolution adopting amendments to the Bylaws of Reinvestment Zone Number Three, Peninsula Tax Increment Financing (TIF) District <u>Attachments:</u> TIF 3 Bylaws-Amended July 15, 2014 and 11-18-20.pdf
37	20-10627	Resolution appointing Mia Fuller, Chair of the Grand Prairie Chamber of Commerce, to the Boards of Directors for two Tax Increment Financing (TIF) Zones (TIF District 1 and TIF District 3)  Attachments: TIF Board Members 1-1-21.pdf
38	20-10672	Resolution Establishing the City of Grand Prairie's Chapter 380 Economic Development Program <u>Attachments:</u> CRITERIA FOR CHAPTER 380 GRANT CONSIDERATION
39	<u>20-10685</u>	Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; contract to replace electrical panels and related components at The Summit with Voss Lighting in the amount of \$90,820 with a 5% contingency of \$4,541 through a national inter-local agreement with cooperative agreement through National Cooperative Purchasing Alliance for a total project cost not to exceed \$95,361.  Attachments: 20-10685 Summit Lighting - Voss Lighting.xlsx
40	20-10645	Ordinance amending the FY 2020/2021 Baseball Operating Fund by appropriating \$1,300,000 from fund balance for a cash grant to MLC Dallas Stadium Co, LLC (or related assignee), and \$200,000 from contingency for a maintenance reserve deposit <a href="MiniFS Baseball Fund 2022"><u>Attachments:</u></a> Mini FS Baseball Fund 2022
41	<u>20-10605</u>	Ordinance amending the FY 2020/2021 Capital Improvements Projects Budget; Professional Services Contract with Freese and Nichols, Inc.(FNI) for the 360 South Area Plan in the not to exceed amount of \$110,000  Attachments: City Standard Agreement for Professional Services FNI SIGNED.pdf  WO 621.110.xlsx
42	20-10641	Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget:; one time purchase of eleven (11) model 7 Tasers, holsters and additional cartridges from Axon Enterprise Inc. in the amount of \$23,514.59  Attachments: Grand Prairie Marshal's Office - TX - TASER 7 (11) Close Quarter.pdf  Budget Summary.xlsx
43	20-10651	Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Change Order #1 in the amount of \$64,000 to add twenty (20) additional EnerGov Business Management Suite Licenses from Tyler Technologies. In addition, a contract amendment for the removal of EnerGov software components deemed no longer necessary resulting in a decrease in contract costs of \$15,000  Attachments: Grand Prairie TX Amendment 112920.pdf  WO 619.155.xlsx

**44 20-10673** 

Ordinance adopting TIF Board Recommendation related to TIRZ #3 Amended Project Plan & Financing Plan

**Attachments:** EXHIBIT A - Boundary Description

**EXHIBIT B - Boundary Map** 

EXHIBIT C - Grand Prairie TIRZ 3 Final Amended PFP v2 (1)

## Planning and Zoning Items to be Tabled

**45** <u>20-10569</u>

SU201101 - Specific Use Permit/Site Plan - Impound Lot at 2409 E Main St (City Council District 5). Amendment of Specific Use Permit & Site Plan to allow Auto Impound Lot as an additional use under current SUP for Used Auto Sales. 1.402 acres out of the Thomas Collins Survey, Abstract 308, being Westover Place Addition, Block A, Lots 3,4,7 & 8, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial (LI) District and designated Specific Use Permit-814A, located in CBD No. 4, generally located southeast of E. Main Street and Bagdad Road, and addressed as 2409 E. Main Street. (On November 9, 2020, the Planning and Zoning Commission recommended denial of this request by a vote of 6-2. The applicant has filed an appeal requesting that this item be forwarded to the City Council for consideration on December 15, 2020).

Attachments: Exhibit A Location Map SU201101

Exhibit B Site Plan SU201101

Exhibit C Elevations SU201101

Exhibit D Operational Plan SU201101

Exhibit E Legal Descript SU201101

PZ Draft Minutes 11-09-2020.pdf

## **Public Hearing on Zoning Applications**

**46** <u>20-10616</u>

Z201102 - Zoning Change - SF-5 at 1609 Ranch Rd (City Council District 6). A request to change the base zoning from Agriculture District (A) to Single-Family Five Residential District (SF-5) to allow for the construction of a single-family residence at this location. Located at 1609 Ranch Road, legally described as Tract 63, SH 1B, Matthew Road Mobile Home Estates, a .43 acre tract of land situated in the Thomas J. Tone Survey, Abstract No. 1460, Page 225, City of Grand Prairie, Dallas County, Texas, zoned Agriculture District. This property is generally located south of Camp Wisdom Road and east of Matthew Road. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Attachments: Exhibit A - Boundary Description.pdf

Attachment i - Detailed Zoning History.pdf

PZ Draft Minutes 11-23-2020.pdf

**47** 20-10617

Z201103 - Zoning Change - C at 4106 Lake Ridge Pkwy (City Council District 6). A request to change the base zoning from Single Family-One Residential District (SF-1) to Commercial District (C) to allow for future commercial development at this location. Located at 4106 Lake Ridge Parkway, legally described as Lot 1, Block 1, Lobb Addition, and Lot 1, Block 1, Lane Addition, City of Grand Prairie, Dallas County, Texas, zoned Single-Family One Residential District. This property is generally located south of Interstate 20 and west of Lake Ridge Parkway, within the I-20 Corridor Overlay District. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Attachments: Exhibit A - Location Map.pdf
PZ Draft Minutes 11-23-2020.pdf

**48** <u>20-10618</u>

TA201101 - Text Amendment - Article 9: Sign Standards. Ordinance approving a text amendment to Article 9 of the Unified Development Code to amend required approval process for murals within the Central Area (CA) zoning district. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0-1 Max Coleman abstaining).

Attachments: PZ Draft Minutes 11-23-2020.pdf

**49** <u>20-10619</u>

CP200801 - Concept Plan - Cottages at Dechman (City Council District 2). Concept Plan for the Cottages at Dechman, a multi-family development with a mixture of attached and detached units on 15.91 acres. Tract 2 of Leonidas O'Gwinn Survey, Abstract No. 1105, City of Grand Prairie, Dallas County, Texas, zoned PD-20, within the IH-20 Corridor Overlay District, and generally located at the northwest corner of Dechman Dr and the IH-20 frontage road. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-1).

Attachments: Exhibit A - Location Map.pdf

Exhibit B - Concept Plan.pdf
PZ Draft Minutes 11-23-2020.pdf

City Council Meeting Agenda December 15, 2020

## Planning and Zoning Items for Individual Consideration

**50** 20-10612

S201102 - Site Plan - Wolff Multi-Family Phase 2 (City Council District 2). Site Plan for a multi-family development of 326 units and eight buildings on 13.536 acres. Located at 2105 South Forum Drive, legally described as Lot 1, Block A, Forum at Sara Jane Addition, City of Grand Prairie, Dallas County, Texas, zoned Planned Development-377 District. This property is generally located south of Forum Drive and West of Sara Jane Parkway, and is within the SH 161 and I-20 Corridor Overlay District. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-1).

Attachments: Exhibit A - Location Map.pdf

Exhibit B - Site Plan.pdf

Exhibit C - Landscape Plan.pdf
Exhibit D - Building Elevations.pdf

Exhibit E - Appendix W Checklist.pdf

PZ Draft Minutes 11-23-2020.pdf

**51** 20-10613

S201103 - Site Plan - Shady Grove Industrial (City Council District 1). Site Plan for a 209K SF industrial warehouse building on one lot on 12.130 acres. Being 12.130 acres (two tracts) out of the John Spoon Survey, Abstract 1326, PG 150, City of Grand Prairie, Dallas County, Texas, generally located northeast of SH 161 Service Road and W. Shady Grove Road, specifically addressed at 804 W. Shady Grove Road. Zoned LI Light Industrial and within the 161 Corridor Overlay. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Attachments: Exhibit A S201103 Location Map

Exhibit B S201103 Site Plan

Exhibit C S201103 Landscape Plan

Exhibit E S201103 Elevations

PZ Draft Minutes 11-23-2020.pdf

**52** 20-10614

S201104 - Site Plan - Springs at Grand Prairie (City Council District 2). Site Plan for a multi-family development of 276 units in twelve buildings on 18.97 acres. Being 18.975 acres situated in the Charles D. Ball Survey, Abstract No. 1699 (Tract 2-15.5 acres) and the William H. Beeman Survey, Abstract No. 126 (Portions of Tracts 1&2-3.4 acres), City of Grand Prairie, Dallas County, Texas, zoned PD-288, within the SH-161 Corridor Overlay District, and generally located on the southwest of S. Forum Drive at Sarah Jane Parkway. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-1).

Attachments: Exhibit A S201104 Location Map

Exhibit B S201104 Springs Site Plan

Exhibit C S201104 Springs Landscape Plan

Exhibit D Building Elevations
PZ Draft Minutes 11-23-2020.pdf

**53** <u>20-10615</u>

S201105 - Site Plan - Hamilton Matthew Business Center (City Council District 6). Site Plan for (2) two Office/Warehouse Distribution Buildings on two lots. The proposed buildings are 52,000 and 31,540 square feet. Located at 4200 Matthew Road, legally described as 7.0 acre tract situated in the Memucan Hunt Survey, Tract 2.2, Abstract No. 1723, Page 570, City of Grand Prairie, Dallas County, Texas, zoned Planned Development - 30 District. This property is generally located south of Bardin Road and West of Matthew Road, within the I-20 Corridor Overlay District. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Attachments: Exhibit A - Boundary Description.pdf

Exhibit B - Site Plan.pdf

Exhibit C - Landscape Plan.pdf

Exhibit D - Building Elevations.pdf

PZ Draft Minutes 11-23-2020.pdf

#### **Citizen Comments**

Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by following the instructions on the first page of this agenda.

### 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 December 11, 2020.

Mona Lisa Galicia, Deputy City Secretary

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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 Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10637 Version: 1 Name: COVID Update

**Type:** Presentation **Status:** Staff Presentations

File created: 11/24/2020 In control: City Secretary

On agenda: 12/15/2020 Final action:

Title: COVID Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer

Sponsors:

Indexes:

**Code sections:** 

Attachments:

Date Ver. Action By Action Result

Title

COVID Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer



City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10684 Version: 1 Name: Presentation on Special Election for District 2

Type:PresentationStatus:Staff PresentationsFile created:12/8/2020In control:City Secretary

On agenda: 12/15/2020 Final action:

Title: Update on Special Election to be ordered to fill a vacancy in Council District 2 - Presented by Mona

Lisa Galicia, Deputy City Secretary

**Sponsors:** 

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

#### Title

Update on Special Election to be ordered to fill a vacancy in Council District 2 - Presented by Mona Lisa Galicia, Deputy City Secretary



City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10686 Version: 1 Name: Swafford Comments

Type:PresentationStatus:PresentationsFile created:12/9/2020In control:City Secretary

On agenda: 12/15/2020 Final action:

Title: Comments from Mayor Ron Jensen and the Swafford Family honoring Former Deputy Mayor Pro Tem

Jim Swafford

Sponsors:

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

### Title

Comments from Mayor Ron Jensen and the Swafford Family honoring Former Deputy Mayor Pro Tem Jim Swafford



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10640 Version: 1 Name: 11-17-2020 Council Minutes

Type:MinutesStatus:Consent AgendaFile created:11/25/2020In control:City Secretary

On agenda: 12/15/2020 Final action:

Title: Minutes of the November 17, 2020 Council Meeting

Sponsors:

Indexes:

Code sections:

Attachments: <u>11-17-2020 Council Minutes</u>

Date Ver. Action By Action Result

#### From

Cathy DiMaggio

#### Title

Minutes of the November 17, 2020 Council Meeting

#### **Presenter**

Mona Lisa Galicia, Deputy City Secretary

### **Recommended Action**

Approve

### **Analysis**

Minutes are attached.



City Hall 300 W. Main Street Grand Prairie. Texas

## **Minutes - Final**

## **City Council**

Tuesday, November 17, 2020

4:30 PM

City Hall - Council Chambers 300 West Main Street

#### Call to Order

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

Present 8 - Mayor Ron Jensen

Mayor Pro Tem Jorja Clemson Council Member Jeff Copeland Council Member Mike Del Bosque Council Member Greg Giessner Council Member Cole Humphreys Council Member John Lopez Council Member Jeff Wooldridge

Absent 1 - Deputy Mayor Pro Tem Jim Swafford

#### **Staff Presentations**

1

Redistricting after the 2020 Census - Presented by David Mendez, Bickerstaff Heath Delgado Acosta LLP

David Mendez, Bickerstaff, Heath, Delgado, explained why the city is required to redistrict. He said this redistricting does not impact the May 2021 election. Census data will be available March 2021 and the city must complete redistricting by mid-September 2021 to enable the counties to set up precincts with the new data. Mr. Mendez showed a schedule for tasks that must be completed during the redistricting process. He said the City Council would have several work sessions to discuss the proposed maps and provide input. A public hearing to get input from the community would also be held.

#### **Presented**

2

COVID Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer

Steve Dye, Deputy City Manager, Chief Operating Officer, updated Council on COVID cases. He said in the U.S. cases are doubling every two months and hospitalizations are increasing across the country. Texas has over 1,000,000 positive cases. Grand Prairie has 70 deaths. Mr. Dye said Pfizer and Moderna have both come out with results of a final stage trial for a COVID vaccine. Johnson & Johnson is also in Phase 3 of clinical trials. The city has received a FEMA award of \$1.35 million. There is a testing site at the Southeast Campus of Tarrant Community College which is open seven days a week from 9:00 a.m. to 5:00 p.m. and you do not have to be a resident of Tarrant County. Emergency Assistance Program Grand Prairie United Charities was provided with a budget of the Emergency Assistance Program funds to ensure

that funds would last through the holidays.

#### **Presented**

3 Short Term Rentals - Presented by Steve Collins, Code Compliance Manager, and Mark Dempsey, Deputy City Attorney

#### **Postpone**

Prairie Lights; Sneak-a-Peak; Epic Central Walk-Thru Christmas Lights; and Summit Re-opening - Presented by Duane Strawn, Parks, Arts and Recreation Director

Duane Strawn, Parks, Arts and Recreation Director, stated that this year's Prairie Lights would be a total in-car experience. He said that GM Chevrolet has provided a \$30,000 sponsorship. Sneak-a-Peak will be virtual on Saturday, November 21. VIP and Media night will take place on November 24. Opening night for the public will be November 26 and will end on December 31. The Fast Pass will be available each night November 26 to November 29; December 4 - 6; and December 11-27, and will close each night at 9:00 p.m.

Mr. Strawn said the Candlelight Ceremony at Grand Prairie Memorial Gardens will take place on December 5.

## **Agenda Review**

4

Mayor Pro Tem Clemson asked Council if they had any questions on Consent Agenda Items 6-33,. There were no questions. Mayor Pro Tem Clemson said Items 34 and 35 were to be tabled. Megan Mahan, City Attorney, stated that Item 18 (Lease Amendment with Anschutz Texas) should state Amendment 6 rather than Amendment 4. Council Member Humphreys asked if the rent reductions would be backdated to the original quarantine. Ms. Mahan referred to Item 15 (AEG lease rent reduction) and said this is an extension of the rent reduction that started at the beginning of COVID. Cheryl DeLeon, Deputy City Manager, stated that Item 14 (rent reduction for Eddlemon's at Prairie Lakes) would be effective beginning this fiscal year 2020-21.

#### **Executive Session**

Mayor Jensen convened a closed session at 5:18 p.m. pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., Section 551.072 "Deliberation Regarding Real Property," Section 551.074 "Personnel Matters," City Manager's Contract; and Section 551.087 "Deliberations Regarding Economic Development Negotiations." Mayor Jensen adjourned the closed session at 6:28 p.m.

### **Recess Meeting**

Mayor Jensen recessed the meeting at 6:28 p.m.

Mayor Jensen reconvened the meeting at 6:38 p.m.

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

#### **Presentations**

5

GPISD Education Foundation 50th Anniversary Proclamation - Presented by Mayor Ron Jensen

Mayor Jensen presented a proclamation to members of the Grand Prairie ISD Education Foundation celebrating its 50th Anniversary.

Presented

A proclamation was presented to City Secretary Cathy DiMaggio who will be retiring December 2020.

## Consent Agenda

Mayor Pro Tem Clemson moved, seconded by Council Member Humphreys, to approve Items 6 through 16, remove Item 17 for individual consideration, and approve Items 18 through 33. The motion carried unanimously.

Minutes of the November 3, 2020 Council Meeting

### Approved on the Consent Agenda

7

6

Price Agreement with Traffic Logix for preformed speed cushions (up to \$14,850 annually) for one year with the option to renew for four additional one year periods totaling \$64,250 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 period

#### Approved on the Consent Agenda

8

Price Agreements for safety boots and shoes from Work Wear Shoes (up to \$25,000 annually) and Red Wing Brands of America (up to \$25,000 annually) for one year with the options to renew for four additional one-year periods totaling \$250,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Approved on the Consent Agenda

9	Price agreement for HVAC controls, equipment, installation, services and supplies from Environatic Systems, Inc. through a national inter-local agreement with BuyBoard at an annual cost of \$300,000 with the option to renew for two additional one-year periods totaling \$900,000 if all extensions are exercised
	Approved on the Consent Agenda
10	Purchase agreement with Knight Security Systems, LLC for security equipment, software upgrades, and installation services for the City wide Milestone video management software and video recording hardware in amount in the amount of \$133,434.98 through a state interlocal agreement with DIR.
	Approved on the Consent Agenda
11	Professional engineering services contract with Halff Associates in the maximum amount of \$124,634 for Stormwater Modeling Annual Update
	Approved on the Consent Agenda
12	Professional Services contract with Halff and Associates, Inc. for the Country Club Park PID-Slope Erosion Repairs in the total amount of \$29,500
	Approved on the Consent Agenda
13	Grant license to Fermin Baltierra Perez, to allow for the encroachment of a concrete retaining wall on a utility easement and around the perimeter of the yard located at 108 Matamoros Street for a license fee of \$300
	Approved on the Consent Agenda
14	First Amendment to Restaurant Lease for a temporary rent reduction of 10% with Eddlemon Brothers at Prairie Lake Golf Course due to COVID-19 impacts
	Approved on the Consent Agenda
15	Extension of AEG Lease Amendment for a 50% Rent Reduction during the term of the COVID pandemic through June 30, 2021
	Approved on the Consent Agenda
16	Amendment to Ground Lease with Grand Prairie Sports Facilities Development Corporation to conform with new development at Airhogs Stadium
	Approved on the Consent Agenda
17	Resolution authorizing a Fifteen-Year Tenant Lease with Option to Renew for two Ten-Year Terms with MLC Dallas Stadium Co, LLC (or related assignee), for the Conversion Construction and Operation of a Cricket Stadium in the Entertainment District for a base rent of \$20,000 monthly for 80 months, and \$10,000 monthly for the Remainder of the Lease and percentage rent of 5% of Gross Revenues;

Economic Development Agreement for a Cash Grant of \$1,300,000 for Construction, a \$200,000 Maintenance Reserve, waiver of all construction building permit fees and impact fees, and a 100% rebate of the 1% General Fund sales tax for construction materials; Consent to Easement and Use Agreement between MLC Dallas Stadium Co, LLC (or related assignee) and Anschutz Texas, L.P. for related construction on ancillary land

Harold Willis, 538 Lindly, stated that he thought cricket would be a great addition to the city and would draw spectators from many states and countries.

Council Member Humphreys moved, seconded by Council Member Lopez, to approve Item 17. The motion carried unanimously.

Lease Amendment No. 4 with Anschutz Texas, LP to amend the boundaries of certain outparcels in the Entertainment District and amend Non-Competition Agreement

#### Approved on the Consent Agenda

Ordinance amending the FY 2020/2021 Cable Fund; Purchase of audio-visual equipment and integration services for the upgrade of the City Council Chambers presentation system from Audio Visual Innovations, Inc DBA AVI-SPL in the amount of \$93,440.23 with \$4,672 as a contingency for a total not to exceed \$98,112.23 through a state interlocal agreement with DIR

#### **Adopted**

Enactment No: ORD 10931-2020

Ordinance to convey a utility easement and right-of-way to Oncor Electric Delivery for installation of additional street lights at City of Grand Prairie Service Center

#### **Adopted**

Enactment No: ORD 10932-2020

Ordinance amending Chapter 13, Article 19 - Gas Drilling and Production Ordinance

#### **Adopted**

Enactment No: ORD 10933-2020

Ordinance amending Chapter 29, "Code Compliance" by adding Article X, "Donation Boxes" of the Code of Ordinances of the City of Grand Prairie, Texas; providing a penalty clause, a savings clause and a severability clause; and providing an effective date upon passage and publication

### **Adopted**

Enactment No: ORD 10934-2020

22

21

18

19

20

23

Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Contract for City Hall West Variable Air Volume (VAV) units replacement and duct cleaning to Trane in the estimated amount of \$365,368.00, through a national inter-local agreement with Omnia Partners.

#### **Adopted**

Enactment No: ORD 10935-2020

24

Resolution authorizing the City Manager to execute a Texas Commercial Driver License Third-Party Skills Testing Provider Agreement, a Vendor Agreement for Driver Records, an Agreement to Purchase Driver Records and Driver Record Monitoring Services, a Data Sharing Agreement, and other documents with the Texas Department of Public Safety necessary to enable the City of Grand Prairie to administer Commercial Driver License tests on behalf of the State of Texas

### Adopted

Enactment No: RES 5125-2020

25

Resolution granting a Chapter 380 Economic Development Agreement with Grand Prairie Local Government Corporation for a cash grant of \$2,000,000 to be used for purchase and maintenance of real property

#### **Adopted**

Enactment No: RES 5126-2020

26

Consideration of all matters incident and related to a resolution approving and authorizing publication of notice of intention to issue Series 2021 Certificates of Obligation, including the adoption of a resolution pertaining thereto

#### **Adopted**

Enactment No: RES 5127-2020

27

Resolution authorizing the City Manager to execute an Amended and Restated Interlocal Agreement for Mutual Aid Information Technology Services with the City of Allen, TX

#### **Adopted**

Enactment No: RES 5128-2020

28

Resolution authorizing the City Manager to apply for funding from the Tarrant County 9-1-1 District's FY 21 P25 Radio Interoperability Assistance Program" for the purchase of Project 25 (P25) compliant radios, system software and equipment in the estimated amount of \$149,992 from Motorola through a national interlocal agreement with HGAC

### **Adopted**

Enactment No: RES 5129-2020

29 Resolution declaring expectation to reimburse expenditures with proceeds from the

issuance of future debt for Street Assessment Implementation, Sidewalk Repairs and Guard Rail Repairs as outlined in the adopted Capital Improvements Program

(CIP)

**Adopted** 

Enactment No: RES 5130-2020

Resolution authorizing the City Manager to enter into a Local Project Advance

Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) for the installation of Dynamic Message Signs (DMS) and Closed-Circuit CCTV cameras along Main Street (SH 180) from East of Hensley Drive to Great

Southwest Parkway for \$574,118, which will be 100% reimbursed

**Adopted** 

Enactment No: RES 5131-2020

**31** Resolution appointing Vice Chairs to Boards of Directors for two Tax Increment

Financing (TIF) Zones, TIF #1 and TIF #3

**Adopted** 

Enactment No: RES 5132-2020

Resolution establishing the City's Legislative Agenda and Priorities for the 87th

Legislature

Adopted

Enactment No: RES 5133-2020

33 City Manager's Contract

**Approved** 

### Planning and Zoning Items to be Tabled

Mayor Pro Tem Clemson moved, seconded by Council Member Humphreys, to table Items 34 and 35 on the Planning and Zoning Items to be Tabled. The motion carried unanimously.

34 CP200801 - Concept Plan - Cottages at Dechman (City Council District 2).

Concept Plan for the Cottages at Dechman, a multi-family development with a mixture of attached and detached units on 15.91 acres. Tract 2 of Leonidas O'Gwinn Survey, Abstract No. 1105, City of Grand Prairie, Dallas County, Texas, zoned PD-20, within the IH-20 Corridor Overlay District, and generally located at the northwest corner of Dechman Dr and the IH-20 frontage road. (On November

9, 2020, the Planning and Zoning Commission tabled this request by a vote of 5-3).

#### **Tabled**

35

SU201101 - Specific Use Permit/Site Plan - Impound Lot at 2409 E Main St (City Council District 5). Amendment of Specific Use Permit & Site Plan to allow Auto Impound Lot as an additional use under current SUP for Used Auto Sales. 1.402 acres out of the Thomas Collins Survey, Abstract 308, being Westover Place Addition, Block A, Lots 3,4,7 & 8, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial (LI) District and designated Specific Use Permit-814A, located in CBD No. 4, generally located southeast of E. Main Street and Bagdad Road, and addressed as 2409 E. Main Street. (On November 9, 2020, the Planning and Zoning Commission recommended denial of this request by a vote of 6-2. The applicant has filed an appeal requesting that this item be forwarded to the City Council for consideration on December 15, 2020).

#### **Tabled**

## **Public Hearing on Zoning Applications**

36

CPA201001 - Comprehensive Plan Amendment - 2601 Hines Avenue (City Council District 1). A request to change the Future Land use Map from Mixed use to Commercial, Retail, and Office. Located at 2601 Hines Avenue, legally described as Cox and Hines Located at 2601 Hines Avenue, legally described as Cox and Hines Subdivision, Lots 1-3, 4A, 5 A, 6-8, Block D, City of Grand Prairie, Tarrant County, Texas, zoned Commercial Office District, and generally located south of Hines Avenue and west of South Great Southwest Parkway.(On October 26, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 9-0).

Savannah Ware, Chief City Planner, reviewed Case CPA201001 and companion Item 37, Case Z201003. She said the proposed change would bring consistency with the FLUM with the surround area and land uses.

Ms. Ware said staff and the Planning and Zoning Commission recommended approval.

Ms. Ware said Case Z201003 is a request for a zoning change from Commercial Office District to Commercial District. The owner would develop the site in two phases. The first phase would include a large commercial building and the second phase would be spec retail/restaurants. There would be no outside storage or industrial type uses. Ms. Ware said the Planning and Zoning Commission and staff recommended approval of this zoning case.

Walter Nelson, 3012 Hobble Court, was present to answer questions.

Council Member Humphreys asked who initiated this case. Ms. Ware said the applicant initiated the zoning change and the staff brought forth the CPA201001.

Mayor Pro Tem Clemson moved, seconded by Council Member Wooldridge, to close the public hearing and approve Case CPA201001. The motion carried

#### unanimously.

Ayes: 8 -

 Mayor Ron Jensen; Mayor Pro Tem Jorja Clemson; Council Member Jeff Copeland; Council Member Mike Del Bosque; Council Member Greg Giessner; Council Member Cole Humphreys; Council Member John Lopez and Council Member Jeff Wooldridge

Enactment No: ORD 10936-2020

37

Z201003 - Zoning Change - C at 2601 Hines Avenue (City Council District 1). A request to change the base zoning from Commercial Office (CO) to Commercial (C) to allow for future development at this location. Located at 2601 Hines Avenue, legally described as Lots 1-3, 4A-5A, 6-8, Block D, L. Cox and C. Hines Resubdivision, City of Grand Prairie, Tarrant County, Texas, zoned Commercial Office District, and generally located south of Hines Avenue and west of South Great Southwest Parkway.(On October 26, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 9-0).

Mayor Pro Tem Clemson moved, seconded by Council Member Del Bosque, to close the public hearing and approve Case Z201003.

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

Enactment No: ORD 10944-2020

38

SU201001 - Specific Use Permit - Marshal Renee Construction (City Council District 1). Specific Use Permit for a Contractor's Shop with Outside Storage. Lot 1, Block 1, Zac's Ridge Conference Center, City of Grand Prairie, Dallas County, Texas, zoned LI, within the SH-161 Corridor Overlay District, and addressed as 1771 Robinson Rd.(On October 26, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 9-0).

Ms. Ware reviewed Case SU201001 for a contractor shop with outside storage. She said operations include installation of decorative pavers and ornamental iron. Ms. Ware then went over Planning and Zoning Commission and staff recommendations:

- 1. Applicant shall submit final record drawings to the Engineering Division for processing and final acceptance before a Certificate of Occupancy will be released;
- 2. Applicant shall schedule and pass any remaining inspections with the Building Inspections Division before a Certificate of Occupancy will be released.
- 3. Applicant shall obtain a Certificate of Occupancy within 30 days of City Council approval of this request;
- 4. Applicant shall obtain City Council approval of a Site Plan for additional construction or future expansion;
- 5. Applicant shall provide and install landscaping that meets current Appendix F Standards within six months of City Council approval of the SUP:
- 6. Applicant shall make any driveway and roadway improvements needed to handle expended business operations. Transportation and Public Works will assess future expansion and determine requirements upon the formal submittal of the Site Plan request;

- 7. Applicant shall post on-site signage to prevent heavy trucks from turning right to exit the site and travel northbound to Robinson Road to connect to SH-161;
- 8. Heavy trucks shall use W. Marshall Road to connect to SH-161;
- 9. Any storage of materials under power lines is prohibited;
- 10.Permanent screening of outside storage shall meet requirements in the UDC; and
- 11. The area used for outside storage shall not exceed what is allowed by the UDC.

Council Member Lopez asked if the operator would own the trucks. Ms. Ware replied that he would own the trucks. Council Member Lopez asked if there would be maintenance on trucks. Ms. Ware replied there would be no maintenance work on trucks on site. Mayor Pro Tem Clemson stated since this would be visible from SH-161 and asked if there would be fencing. Ms. Ware stated that most outside storage is behind the building and the applicant will construct another building that will block that storage.

Mayor Pro Tem Clemson moved, seconded by Council Member Humphreys, to close the public hearing and approve Case SU201001. The motion carried unanimously.

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

Enactment No: ORD 10937-2020

Z201002 - Zoning Change - LI at 1303 W Hunter Ferrell Rd (City Council District 1). Requested Zoning Change from PD-10 (Mobile Home Park) to Light Industrial (LI) district for an industrial development with a 610,000 sq. ft. warehouse/distribution facility. A 10.667-acre tract of land in the I. Jennings Survey, Abstract No. 679, City of Grand Prairie, Dallas County, Texas, zoned PD-10 (Mobile Home Park), generally located southwest of Hunter Ferrell Road and MacArthur Blvd, and addressed as 1303 Hunter Ferrell Road.(On October 26, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 9-0).

Ms. Ware reviewed Case Z201002 to rezone to LI on 10.667 acre. She said that LI zoning surrounds this property. The site plan for this site will come before council in a couple months. Ms. Ware said staff and the Planning and Zoning Commission recommended approval of this case.

Robert Baldwin, 3904 Elm Street #B, Dallas, was present to answer questions.

Mayor Pro Tem Clemson moved, seconded by Council Member Copeland, to close the public hearing and approve Case Z201002. The motion carried unanimously.

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

Enactment No: ORD 10938-2020

40

TA201001 - Text Amendment - Appendix O - Hospital District. Text Amendment to Appendix O: Hospital District of the Unified Development Code to add "Funeral Home" to the list of permissible uses. (On October 26, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 9-0).

Ms. Ware stated that this text amendment would add funeral homes as a permissible use to Appendix O - Hospital District.

Mayor Pro Tem Clemson moved, seconded by Council Member Del Bosque, to close the public hearing and approve Case TA201001

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

Enactment No: ORD 10939-2020

41

TA201002 - Accessory Structure Text Amendment: Amendment to Article 6 Density and Dimensional Requirements of the Unified Development Code; An ordinance amending Article 6 Section 6 Accessory Structures to amend development regulations for accessory structure size, height and allowed exterior materials. (On October 26, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 9-0).

Rashad Jackson, Planning Director, reviewed Case TA201002 to revise standards for accessory structures with regard to building materials; size and height flexibility for certain neighborhoods or lot sizes; and revise the UDC to help minimize the number of variance requests. He said the Council Development Committee had discussed this proposed text amendment at two meetings. The maximum height will be 22' and wall height for accessory structures less than 200 sq. feet will be a maximum of 10'. The overall size would be based on maximum lot coverage per zoning district. For lots less than 1/2 acre, the structure cannot exceed 50% of the principle home. On lots of 1/2 acre or more, structure shall not exceed 10% of the square footage of the total area of the residential lot or tract of land. Mr. Jackson said metal exteriors were allowed on structures larger than 200 sq. ft. With homes within an HOA, a letter from the HOA would be required.

Council Member Humphreys expressed concern about small homes in District 5 not being able to build an accessory structure. Mr. Jackson said they could request a variance if the structure exceeded 50% of the existing home. Council Member Wooldridge said some people buy homes on a big lot so they can build a shop and so the Council Development Committee came up with this compromise.

Council Member Wooldridge moved, seconded by Council Member Del Bosque, to close the public hearing and approve Case TA201002. The motion carried unanimously.

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

Enactment No: ORD 10940-2020

42

TA201003 - Hybrid Housing Text Amendment: Amend Residential Development Standards of the Unified Development Code to establish development and design standards for hybrid housing or build to rent residential development; an ordinance amending Appendix W Residential Development Standards; Article 4 Permissible Uses; Article 10 Parking and Loading Standards and Article 30 Definitions of the Unified Development Code. (On October 26, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 9-0).

Mr. Jackson stated that staff had presented this proposed text amendment for hybrid housing twice to the Council Development Committee. Council Member Copeland referred to the Avilla project and said he believed it was an honest mistake by Council that the grade of the building was going to be so much higher than the street. He said he thought this amendment was a huge overreaction to that. Discussion took place on the Avilla project that was previously approved. Mayor Jensen stated that Council could look at these on a case by case basis.

Council Member Wooldridge moved, seconded by Council Member Del Bosque, to close the public hearing and approve Case TA201003. The motion carried.

Ayes: 7 -

 Mayor Ron Jensen; Mayor Pro Tem Jorja Clemson; Council Member Mike Del Bosque; Council Member Greg Giessner; Council Member Cole Humphreys; Council Member John Lopez and Council Member Jeff Wooldridge

Nayes: 1 - Council Member Jeff Copeland

Enactment No: ORD 10941-2020

43

MTP200801 - Amendment to Thoroughfare Plan - Cottages at Dechman (City Council District 2). Amendment to the Master Thoroughfare Plan to remove an unnamed collector road from the Master Thoroughfare Plan. The unnamed collector road creates an additional connection from Fish Creek Rd/Dechman Dr to the Interstate 20 WB Frontage Rd. (On November 9, 2020, the Planning and Zoning Commission recommended to deny this request by a vote of 5-3).

Mr. Jackson reviewed Case MTP200801 to remove an unnamed collector. He said the Planning and Zoning Commission recommended denial of this case because they would like to wait for another proposal from a developer. He said the Traffic Impact Analysis found that there would be no significant impact and staff recommended approval.

Council Member Giessner asked if TXDOT had estimated when this project would be complete. Walter Shumac, Transportation Director, said they estimated a year or more.

Council Member Giessner moved, seconded by Council Member Copeland, to close the public hearing and approve Case MTP200801. The motion carried unanimously.

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

Enactment No: ORD 10942-2020

44

Z200401A - Zoning Change - Heritage Towne Amendment (City Council District 6). A Planned Development Amendment for Heritage Towne, a development on 76.96 acres which includes single-family, multi-family, commercial, and open space uses. The purpose of the request is to add additional commercial zoning along Davis Road. Tracts 186713 and 186714, J Lawrence Survey, Abstract No. 616, City of Grand Prairie, Ellis County, Texas. Zoned PD-399 and addressed as 2925 Davis Drive. Generally located north of Hwy 287, and east of HWY 360. (On November 9, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Ms. Ware said staff and the Planning and Zoning Commission recommended approval of this case.

Council Member Wooldridge moved, seconded by Deputy Mayor Pro Tem Clemson, to close the public hearing and approve Case Z200401A. The motion carried unanimously.

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

Enactment No: ORD 10943-2020

## Planning and Zoning Items for Individual Consideration

45

S201002 - Site Plan - ATS Drive-Thru (City Council District 1). A site plan request for a 10,994 square foot building which will include retail and a drive through restaurant on 1.14 acres. Located at 2615 W Pioneer Parkway, legally described as Sam's Properties Addition, Lot 1R, City of Grand Prairie, Tarrant County, Texas, zoned Light Industrial District, and generally located south of Pioneer Parkway and west of South Great Southwest Parkway.(On October 26, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 9-0).

Ms. Ware reviewed Case S201001 for a 10,994 sq. ft. building with 75% restaurant and 25% retail. Ms. Ware said access would be off Pioneer Parkway and Great Southwest Parkway. She said the applicant was working on obtaining a shared access agreement. Ms. Ware said the case meets density and dimensional requirements. Landscape plan generally meeting requirements except one exception for site/street trees for which the applicant has requested a variance. Building Elevations meet and exceed Article 6 requirements. One variance is requested for the required site/street trees.

Ms. Ware went over staff recommendations:

1. An access easement established with the property owner on the corner of W. Pioneer Parkway and S. Great Southwest Parkway. The applicant will need to file the agreement with the county and provide a separate instrument number on the replat;

- 2. A shared parking agreement executed before the issuance of building permits; and
- 3. The property is replatted before the issuance of building permits; and

Matthew Loh, 2625 W. Pioneer Parkway, said that Asia Times Square is very appreciative of city support and staff. He said the customer service from this city is excellent. Mr. Loh said he wants to make Hong Kong Market a destination. He said the majority of customers are from surrounding cities and on special holidays, customers come from other states. He said he would like to bring in more Class A brands that will bring more people from outside Grand Prairie.

Tony Nguyen, 2625 W. Pioneer Parkway, said he was representing 7 Leaves Café. He said the cafe specializes in coffee and teas and it would be a great fit for Grand Prairie. Mr. Nguyen said there were 7 Leaves Cafes in Frisco and Carrollton.

Josh Steiger, 600 Six Flags Drive, Arlington, stated he was in support of this case and was present to answer questions.

Mayor Pro Tem Clemson moved, seconded by Council Member Copeland, to approve Case S201002 with staff conditions. The motion carried unanimously.

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

S201101 - Site Plan - Hamilton Bardin Village Phase 1 (City Council District 4). Site Plan for Phase 1 of Hamilton Bardin Village, which includes 405 multi-family units in five buildings with a five-story parking garage on 9.647 acres, a 43,874 sq. ft. movie theater on 5.147 acres, and open space on .93 acres. Sheffield Village Addition Phase 4, 5, and 6, Block 3, Lot B, City of Grand Prairie, Tarrant County, Texas, zoned PD-395, within the SH-360 Corridor Overlay District, generally located south of I-20, east of SH-360, and north of Bardin Rd, and addressed as 3025 W I-20. (On November 9, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Ms. Ware reviewed Case S201101. She said the site is comprised of 22 acres within the I-20 and SH-360 Corridor Overlay Districts. The first phase would contain Multi-Family and a Theater. The Multi-Family will have five buildings and 405 units, with a structured parking garage. Ms. Ware said the theater meets density and dimensional requirements. The landscape plan meet screening requirements. Building materials are brick, stucco and fiber cement siding. The Draft House has concrete tilt-wall panels, architectural metal panels and murals. The theater will have an outside screen to have outside movies.

Ms. Ware said the Multi-Family amenities include a dog park, two pools, fitness center, business center, coworking space a lounge and sky deck. The case meets Appendix W amenities requirements as well as Appendix F requirements.

Variance include the following:

46

- 1. Exterior Color the west building elevation includes a red metal panel that accounts for 17% of the facade, which exceeds the 10% allowed in Appendix F.
- 2. Required Windows the proposal does not meet the 30% window requirement for the north facade or the window requirement for the whole building.
- 3. Setbacks the articulation bump-outs on the multi-family buildings encroach the setback by five feet along the south and west property lines. Multi-family buildings are setback 40 feet from the internal lot line to the north. The UDC requires a rear yard setback of at least 45 feet.
- 4. Landscape Buffer Appendix F requires a 30 ft. landscape buffer along streets. The landscape buffer along the I-20 frontage road is 25 ft.
- 5. Parking Lot Design Appendix F requires concrete pedestrian paths between rows of parking spaces and tree islands every 10 parking spaces. The proposal does not include concrete pedestrian paths and the number of parking spaces between tree islands exceeds 10 spaces.

Ms. Ware said staff did not object to the requested variances. She said staff had received a letter from a nearby property owner regarding the metal seam roof material; street trees; trash enclosure located between Bardin and Multi-Family; and traffic.

Ms. Ware said the Planning and Zoning Commission recommended approval as well as staff.

Council Member Lopez stated he was concerned about traffic and said once it gets built, staff would need to monitor traffic. He added that children use the bridge to walk to Bowie Elementary. Council Member Copeland asked if anyone spoken to Mr. Peck about the Hybrid housing.

Council Member Lopez moved, seconded by Council Member Del Bosque, to approve Case S201101 with the Planning and Zoning and staff recommendations. The motion carried unanimously.

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

S200901 - Site Plan - Kalterra Phase 1 (City Council District 2). Site Plan for a multi-family development of 412 units in four buildings on 11.74 acres. Tract 7 of the William Reed Survey, Abstract No. 1193 and Tract 1.1 of the Frederick Dohme Survey, Abstract No. 395, City of Grand Prairie, Dallas County, Texas, zoned PD-397, within the SH-161 Corridor Overlay District, and generally located on the northwest corner of SH-161 and Forum Dr. (On November 9, 2020, the Planning and Zoning Commission recommended denial of this request by a vote of 8-0. The applicant has filed an appeal requesting this item be forwarded to the City Council for consideration).

Mr. Jackson reviewed Case S200901 shifting Phase One (Multi-Family) to Forum Drive. The Planning and Zoning Commission brought up concerns about parking. Mr. Jackson said the exteriors will remain the same.

A variance was requested for perimeter fence and gated entry. He said the applicant proposed securing individual buildings and fencing off internal courtyards. Mr. Jackson said the Planning and Zoning Commission recommended denial of this case and staff

47

recommended approval with conditions:

- 1. The applicant shall coordinate with the designated representative of the City of Grand Prairie Police Department to finalize the plan to secure individual buildings and courtyard areas; and
- 2. The location, design, and character of the enhanced screening (landscape and metal screening walls) along the internal street shall be consistent with what is depicted on the site plan and Exhibit H Enhanced Screening, as determined by the Director of Planning and Development or designee.

Council Member Lopez asked if the applicant was still planning a daycare. Mr. Jackson stated he was not sure.

Council Member Giessner asked why the Planning and Zoning Commission denied this case.Mr. Jackson said they were concerned with parking but the applicant is in compliance with required parking. He said the Planning and Zoning Commission also felt that the amenities in each of the Multi-Family buildings were not sufficient for the number of units. Council Member Giessner asked if there were fewer amenities. Mr. Jackson said the Planning and Zoning Commission did not feel there was enough open space. Mayor Pro Tem Clemson referred to the metal fence. Mr. Jackson said the metal decorative wall was to screen parking areas and extend the building face.

Gabriel Northington, 879 Junction Drive, Allen, stated he was one of the architects and was present to answer questions. He said this site plan provides two points of access to the development and allows for access off the drive to the south. Mr. Northington said the total number of units and parking ratio has not changed, so each building has a similar number of units and a similar number of parking spaces.

Council Member Lopez asked Mr. Northington if another entryway was being added to the Multi-Family. Mr. Northington said there is another access off Forum for Multi-Family and also the main primary drive. Council Member Lopez asked if the access would be both ways. Mr. Northington replied they would. Council Member Lopez expressed concern about additional traffic on Forum. He asked if there would be a daycare. Mr. Northington said there would be. Council Member Lopez suggested protecting the daycare by fencing and other security. Council Member Copeland noted that in between the proposed Multi-Family and retail to the east and asked if there would be fencing to keep them out of the Multi-Family. Mr. Northington said there would only be access by keyfob and gated access points will be by keyfob only.

Council Member Giessner asked if there were additional amenities in compensate for the variances. Mr. Northington said yes, the original concept had almost no courtyard so the parking has been moved to the outside of the buildings. Steve Dye, Deputy City Manager/Chief Operating Officer, said they will have to do some more work with the police to get a master access to the courtyard areas. Mr. Northington replied that he had spoken with Greg New and Chief Ronnie Morris regarding the crime free program.

Council Member Giessner moved, seconded by Council Member Copeland, to approve Case S200901 per staff conditions. The motion carried unanimously.

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

48

S200603 - Site Plan - Hunter Ferrell Logistics Park (City Council District 1). Site Plan for Hunter Ferrell Logistics Park, a development with a 210,856 sq. ft. warehouse building on 13.62 acres. Tracts 14.2, Isreal Jennings Survey, Abstract No. 679, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial, and addressed as 2400 W Hunter Ferrell Rd. (On November 9, 2020, the Planning and Zoning Commission recommended approval by a vote of 8-0).

Mr. Jackson reviewed Case S200603 and said the case meets density and dimensional requirements. Mr. Jackson showed the landscape plan and site elevations. He explained that the applicant had to move the docks to face the street because of requirements by City of Irving to align entrances with median cuts.

The Planning and Zoning Commission recommendations include:

- 1. The applicant shall coordinate with the Parks Department to connect the proposed walking trails to the existing trail west of the property. The design of the connection, including the materials, shall meet the Parks, Arts, and Recreation Department's requirements. The applicant shall construct this connection in conjunction with the proposed trail and activation feature.
- 2. The future parking area shall not be used for parking/storing trailers.
- 3. All construction shall comply with the latest adopted building codes, specifically the required distance between the building and property line. This can be accomplished by establishing a no-build easement to the south on City property or by reducing the building and/or reconfiguring the site. Before applying for a building permit, the applicant shall resolve this issue.
- 4. Provide decorative metal fencing to screen future parking area from activation feature and trail.

#### Requested variances include:

- 1. Truck Docks Location Truck docks are prohibited along any primary facade.
- 2. Row of Parking Between the Street and Building No more than two rows of vehicle parking shall be allowed between a street and building facade.
- 3. Parking/Storage of Heavy Trucks or Trailers Along Hunter Ferrell Parking of heavy trucks or areas intended for parking/storage of trailers shall not be located adjacent to a primary building facade or street.
- 4. Parking/Storage of Trailers in Future Parking Area Areas intended for parking/storage of trailers shall not be located adjacent to a primary building facade.
- 5. Tree Preservation Requirements Appendix X requires that developers submit a tree survey and preserves a minimum of 30% of the total existing caliper inches. The applicant has not submitted a tree survey.

#### Staff recommendations include:

- 1. The applicant shall coordinate with the Parks Department to connect the proposed walking trails to the existing trail west of the property. The design of the connection, including the materials, shall meet the Parks, Arts, and Recreation Department's requirements. The applicant shall construct this connection in conjunction with the proposed trail and activation feature.
- 2. The future parking area shall not be used for parking/storing trailers.
- 3. All construction shall comply with the latest adopted building codes, specifically the required distance between the building and property line. This can be accomplished by establishing a no-build easement to the south on City property or by reducing the building and/or reconfiguring the site. Before applying for a building permit, the applicant shall resolve this issue.

Council Member Copeland asked Mr. Jackson about the dock doors facing the

right-of-way because of Irving requirements to align the access with median cuts. Mr. Jackson said in order to be amendable with Irving, the trees will screen the docks based on the proposed height of the docks. Council Member Copeland said that did not match up with the picture shown with the site line. Mr. Jackson stated Council could ask the applicant to berm depending on the site plan. Council Member Copeland asked that the motion include a berm. Council Member Giessner said the berm would negate the tree screening. Mr. Jackson said the trees could be planted lower then the berm.

Brad Cooper, 3819 Maple Avenue, Dallas, Crow Holdings, referred to the dock doors facing Hunter-Ferrell Road and stated that the City of Irving was requiring them to align the access with median cuts. He said there would be screening for the dock doors. Council Member Copeland asked if it would be possible to have a taller fence. Mr. Cooper said they could berm under the fence and have an 8ft. fence with trees. Mayor Pro Tem Clemson asked if it could be a 10' fence with a berm. Mr. Cooper replied that it could. Mayor Pro Tem Clemson asked if mature trees would be planted. Mr. Cooper replied when mature trees are planted they tend to die earlier. The consensus reached after discussion was for an 8 ft. fence with a berm.

Council Member Humphreys suggested a concrete hill. Mr. Cooper replied that 18-wheelers would get caught on that.

Mayor Pro Tem Clemson moved, seconded by Council Member Giessner, to approve Case S200603 with a 2 ft. berm, an 8 ft. fence and trees on the ground level and per Planning and Zoning Commission and staff recommendations. The motion carried unanimously.

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

#### **Citizen Comments**

Carol Harrison-Lafayette, 1350 Skyline Road, #425, Executive Director of Community Step-up, which specializes in trauma. Ms. Harrison-Lafayette said her father was a community activist. She said when she was three years old the police chief called her a "nigger girl." She said the police chief harassed her father and when she was older she went to counseling because of these incidents. Ms. Harrison-Lafayette said her first job was with the City Manager's Office where she would fill in for secretaries and answer phones. She said she would have liked to come to the city and thank Council for their customer service but the city makes contributions to other city charities but not Community Step-Up.

Harold Willis, 538 Lindly, stated that two weeks ago on election day the Citizens on Patrol at Warmack Library directed traffic and this was extremely helpful to voters. He said at 2:50 a.m. on Sunday morning he dialed 9-1-1 because he heard multiple gun shots on Bardin Road but there was no ring. He called 9-1-1 again and finally someone answered and asked what province he was in and when he was then transferred back to the 9-1-1 in Grand Prairie. Mr. Willis said he had spoken with a man who lived in this area who felt this might be retaliation. Mr. Willis said he was concerned about the failure to communicate with 9-1-1. He suggested placing the police tower off Bardin might send a signal to those who might do this again in this densely populated area.

#### Adjournment

Mayor Jensen adjourned the meeting at 8:50 p.m.
The foregoing minutes were approved at the December 15, 2020 Council Meeting.
Mona Lisa Galicia, City Secretary for Catherine E. DiMaggio, retired City Secretary



City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10658 Version: 1 Name: FY2020 UASI Homeland Security Grant

Type: Agenda Item Status: Consent Agenda

File created: 12/3/2020 In control: Fire

On agenda: 12/15/2020 Final action:

Title: Ratification of the application for the FY2020 Urban Area Security Initiative (UASI) Grant of

approximately \$164,243; authorize the City Manager to accept the grant by signing the Sub-Recipient Agreement and other grant related documents from the Office of the Governor-Homeland Security

**Grants Division** 

Sponsors:

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

#### **From**

Daniel Ringhauser, Asst. Emergency Management Coordinator

#### Title

Ratification of the application for the FY2020 Urban Area Security Initiative (UASI) Grant of approximately \$164,243; authorize the City Manager to accept the grant by signing the Sub-Recipient Agreement and other grant related documents from the Office of the Governor-Homeland Security Grants Division

#### **Presenter**

Daniel Ringhauser, Asst. Emergency Management Coordinator

#### **Recommended Action**

Approve

#### **Analysis**

The Office of Emergency Management (OEM) is seeking ratification of the FY2020 Urban Area Security Initiative (UASI) Grant application; authorize the City Manager to accept funding by signing the Sub-Recipient Agreement and other grant related documents from the Office of the Governor-Homeland Security Grants Division. The grant amount for FY20 is \$164,243. These funds will be managed by the OEM and allocated by project to both the Fire Department and the Police Department to provide and/or enhance emergency response equipment and planning.

## **HAZMAT Enhancement Capabilities for the Grand Prairie Fire Department:**

This project will provide the City of Grand Prairie an unprecedented ability to analyze hazardous gasses from a same distance. The GT5000 Terra represents a next-generation gas analyzer combining high technology with ease of use and real robustness. The analyzer allows for simultaneous gas measurements while on the go. With this equipment, the HAZMAT team will have the ability to determine and monitor standard confined space

readings such as oxygen percentage, atmosphere flammability, Lower Explosive Limits (LEL), carbon monoxide levels, hydrogen sulfide, along with 5500 other chemicals in its library.

# Police Capability Enhancement for the Grand Prairie Police Department:

This project will address identified gaps in the on-scene security, protection, and law enforcement target capability by enhancing existing resource capabilities for Variable Message Signs, or Dynamic Message Boards (DMBs). Four (4) DMBs will be added to the existing city capabilities and for mutual aid for the north central Texas region. This equipment was identified by the UASI planning group for Grand Prairie as a critical need before, during, and after a possible terrorism incident requiring the closure of multiple roadways and use of public information to secure and stabilize incident area. In addition, these signs will be used at special events to enhance security and traffic flow.

### **Financial Consideration**

The City of Grand Prairie is committed to providing applicable matching funds. However, the Homeland Security Grant Program through UASI does not require any. As a result, there is no cash match requirement for this funding source. In the event of loss or misuse of grant funds, the city will return all funds to the Office of the Governor (OOG).

#### **Body**

RESOLUTION RATIFYING APPLICATION FOR THE FY2020 URBAN AREA SECURITY INITIATIVE (UASI) GRANT; AUTHORIZE THE CITY MANAGER TO ACCEPT FUNDING BY SIGNING THE SUB-RECIPIENT AGREEMENT AND OTHER GRANT RELATED DOCUMENTS FROM THE OFFICE OF THE GOVERNOR-HOMELAND SECURITY GRANTS DIVISION

WHEREAS, the City of Grand Prairie has been awarded the FY2020 Urban Area Security Initiative (UASI) Grant:

WHEREAS, the City will provide a cash match of \$0 to the Office of the Governor-Homeland Security Grant Division, in which the Homeland Security Grant Program through UASI does not require any;

WHEREAS, in the event of loss or misuse of grant funds, the city will return all funds to the Office of the Governor (OOG);

WHEREAS, this grant award would allow the City of Grand Prairie to accept this grant and purchase needed equipment during the grant performance period from October 1, 2020 through September 30, 2021;

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

**SECTION 1.** The City Manager or designee is hereby authorized to apply for and accept the FY2020 Urban Area Security Initiative Grant Award and other grant related documents with the grant performance period from October 1, 2020 through September 30, 2021.

**SECTION 2.** This resolution shall be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON DECEMBER 15, 2020.

File #: 20-10658, Version: 1



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10671 Version: 1 Name: Detention Center Cleaning Supplies

Type: Agenda Item Status: Consent Agenda

File created: 12/4/2020 In control: Police

On agenda: 12/15/2020 Final action:

Title: Price agreement for cleaning and chemical supplies from State Industrial Products through a State

Inter-Local agreement with The Interlocal Purchasing System (TIPS), at an estimated annual cost of \$25,000 for one year with the option to renew for four additional one-year periods totaling \$125,000 if all extensions are exercised, and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the

renewal terms

Sponsors:

Indexes:

**Code sections:** 

Attachments:

Date Ver. Action By Action Result

#### From

Fred Bates, Jr.

## **Title**

Price agreement for cleaning and chemical supplies from State Industrial Products through a State Inter-Local agreement with The Interlocal Purchasing System (TIPS), at an estimated annual cost of \$25,000 for one year with the option to renew for four additional one-year periods totaling \$125,000 if all extensions are exercised, and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

#### **Presenter**

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

## **Recommended Action**

Approve

### **Analysis**

The operation and maintenance of the Public Safety Building's Detention Center requires the daily use of cleaning chemicals and supplies. The Police Department seeks the approval of this contract agreement to purchase the needed cleaning chemicals and supplies on an as needed basis from State Industrial Products.

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

# File #: 20-10671, Version: 1

bid by the sponsoring entity or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including The Interlocal Purchasing System (TIPS).

The TIPS and TAPS purchasing cooperatives have joined together government entities, in multiple states, to increase their buying power in acquiring products and services; lowering administrative procurement costs; and improving OVERALL business performance at each entity. Other benefits include: Centralized Vendor Listing; e-Commerce Store; Toll-Free Help Line; Competitively Bid Procurement Process and Vendor/Member Reporting Service.

The State Inter-Local Agreement began March 26, 2020 and will expire March 31, 2023.

# **Financial Consideration**

Funding in the amount of \$25,000 is available in the FY 2020/2021 General Fund Budget Police Department (281110-60300 and 281110-60310). Funding for future years will be paid from that year's approved budgets.



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10647 Version: 1 Name: 21040 - Whitlock Priority Service Plan - DIR

Type:Agenda ItemStatus:Consent AgendaFile created:12/1/2020In control:Transportation

On agenda: 12/15/2020 Final action:

Title: Price Agreement for Priority Service Plan from Audio Fidelity Communications Corp dba Whitlock

through a national inter-local agreement with DIR for an initial 15-month term at an estimated annual cost of \$38,496.56 with the option to renew for one additional one-year period in the amount of \$32,980; totaling \$71,476.56 if the extension is exercised and authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the

City's obligation during the renewal terms

Sponsors:

Indexes:

Code sections:

Attachments: 20-10647 Expenditure Information Form

Date Ver. Action By Action Result

#### From

Anda Upchurch

### **Title**

Price Agreement for Priority Service Plan from Audio Fidelity Communications Corp dba Whitlock through a national inter-local agreement with DIR for an initial 15-month term at an estimated annual cost of \$38,496.56 with the option to renew for one additional one-year period in the amount of \$32,980; totaling \$71,476.56 if the extension is exercised and authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

#### **Presenter**

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

# **Recommended Action**

Approve

## **Analysis**

This Priority Service Plan combines service desk support with priority dispatching and preventative maintenance checks and services for a complete service program designed to maintain our Traffic Management Center video wall system in peak operating conditions at all times.

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

File #: 20-10647, Version: 1

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

The DIR contract began June 15, 2017 and will expire June 15, 2021. The DIR contract contains a survival clause that will allow this service plan to extend beyond the expiration or termination of the DIR contract.

## **Financial Consideration**

Funds are available in FY 2020/2021 General Fund budget account 261210-60620 for the Traffic Management Center and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10592 Version: 1 Name: Price Agreement for Temporary Banquet, Bar, Wait

& Support Staff

Type: Agenda Item Status: Consent Agenda

File created: 11/6/2020 In control: Purchasing

On agenda: 12/15/2020 Final action:

**Title:** Price agreement for temporary banquet, bar, wait & support staff from Vine Group (up to \$200,000

annually) for one year with the option to renew for four additional one year periods totaling \$1,000,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuation 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: <u>20-10592 21010 - CC EXHIBIT</u>

Date Ver. Action By Action Result

#### From

Angi Mize

#### **Title**

Price agreement for temporary banquet, bar, wait & support staff from Vine Group (up to \$200,000 annually) for one year with the option to renew for four additional one year periods totaling \$1,000,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuation 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

Angi Mize, Sr. Buyer

#### **Recommended Action**

Approve

#### **Analysis**

Several venues in the City including but not limited to the Summit, Uptown Theatre, and the Ruthe Jackson Center provide catered functions such as: weddings, receptions, corporate events and social events. These catered events often include alcoholic beverages, such as beer, wine and mixed drinks. This agreement will be used to provide event staffing and Texas Alcoholic Beverage Commission (TABC) certified crew leaders, bartenders and support staff to serve those items. Most of the funds spent on these services will be recouped by the customers booking the venues. This agreement may also be used by other departments as needed for events serving alcoholic beverages.

# File #: 20-10592, Version: 1

Notice of bid #21010 was advertised in the Fort Worth Star Telegram and Public Purchase; it was distributed to 10 vendors, including one Grand Prairie vendor and five HUB vendors. One bid was received as shown on attached exhibit.

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

Vine Group meets specifications and is recommended for award.

## **Financial Consideration**

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

# Temporary Banquet, Bar, Wait & Support Staff

# RFB #21010

# TABULATION

	are and the sieke	Bid Tabulation		
	GRand Prairie	Temporary Banquet, Bar, Wait & Support Staff		
	Dream Big 📌 Play Hard	RFB # 21010		Vine Group
				Grapevine TX
	DESCRIPTION	QTY	UOM	UNIT PRICE
1	Crew Leader	1	HR	\$20-\$30
2	Banquet Server	1	HR	\$18-\$22.50
3	Bar Staff	1	HR	\$20-\$22.50
4	Wait Staff	1	HR	\$18-\$22.50
5	Support Staff	1	HR	\$15-\$18
6	Kitchen Staff	1	HR	\$15-\$22.50

# SCORECARD

GRand Phaile  T E X A S  Dream Big Play Hard	Temporary Banquet, Bar, Wait & Support Staff RFB # 21010	
		Grapevine TX
Evaluation Criteria	Maximum Score	Score
Price	35.00	35.00
Experience	15.00	15.00
Ability to meet Citys needs	45.00	45.00
Local Business Presence	5.00	0.00
Total	100.00	95.00



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10604 Version: 1 Name: Original Manufacturer Service

Type: Agenda Item Status: Consent Agenda

File created: 11/16/2020 In control: Purchasing

On agenda: 12/15/2020 Final action:

Title: Price Agreement for OEM preventive maintenance, repairs and parts on police pursuit motorcycles

from Longhorn Harley-Davidson through a national interlocal agreement with BuyBoard at an estimated annual cost of \$50,000 for one year with the option to renew for two additional one-year periods totaling \$150,000 if all extensions are exercised and authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the

City's obligation during the renewal terms

Sponsors:

Indexes:

**Code sections:** 

Attachments:

Date Ver. Action By Action Result

#### From

Venona McGee, Sr. Buyer

### **Title**

Price Agreement for OEM preventive maintenance, repairs and parts on police pursuit motorcycles from Longhorn Harley-Davidson through a national interlocal agreement with BuyBoard at an estimated annual cost of \$50,000 for one year with the option to renew for two additional one-year periods totaling \$150,000 if all extensions are exercised and authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

#### **Presenter**

Jayson Ramirez, Fleet Services Manager

## **Recommended Action**

Approve

## **Analysis**

This contract will be for departments to utilize for preventive maintenance, repairs, and parts on police pursuit motorcycles on an as needed basis. Longhorn Harley-Davidson an authorized OEM dealer through their national contract will be able to provide these services.

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.

## File #: 20-10604, Version: 1

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

The BuyBoard contract #601-19 began December 1, 2019 and will expire November 30, 2020, with the option to renew for two additional one-year period(s).

# **Financial Consideration**

Funding is available in the FY 2020/2021 Fleet Services budget 225510-63195 for cost of outside labor and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from their years' approved budget.



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10623 Version: 1 Name: Price Agreement for a Police and Fire Employee

Assistance Program from Workers Assistance

Program, Inc. dba Alliance Work Partners

Type: Agenda Item Status: Consent Agenda

File created: 11/17/2020 In control: Human Resources

On agenda: 12/15/2020 Final action:

Title: Price Agreement for a Police and Fire Employee Assistance Program (EAP) from Workers Assistance

Program, Inc. dba Alliance Work Partners (at a Per Employee Per Month (PEPM) cost of \$1.52; estimated \$12,768 annually) beginning January 1, 2021 for one year with the option to renew for four additional one-year periods with a 5% increase every two-years, totaling \$66,528 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 of 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: 20160 - Evaluation Score Card

Date Ver. Action By Action Result

## From

Todd Gaston, Human Resources Manager

## **Title**

Price Agreement for a Police and Fire Employee Assistance Program (EAP) from Workers Assistance Program, Inc. dba Alliance Work Partners (at a Per Employee Per Month (PEPM) cost of \$1.52; estimated \$12,768 annually) beginning January 1, 2021 for one year with the option to renew for four additional one-year periods with a 5% increase every two-years, totaling \$66,528 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 of 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**

Lisa Norris, Human Resources Director

## **Recommended Action**

Approve

## **Analysis**

The City's current Employee Assistance Program with Deer Oaks began on January 1, 2019. Both Police and Fire expressed concerns that the current EAP services provided by Deer Oaks did not provide for the needs of First Responders. First Responders traditionally need immediate emergency triaging of issues and immediate provision of care/services. The level of stress caused by severe critical incidents require skilled practitioners well-versed in the providing services specifically to First Responders, including substance abuse, PTSD and

## File #: 20-10623, Version: 1

Suicidal ideation.

Request for Proposals #20160 was advertised in the Fort Worth Star Telegram and Public Purchase; it was distributed to 36 vendors, including 2 Grand Prairie vendors and 20 HUB vendors. Four proposals were received as shown on attachment A.

The award was based on best value criteria set up in the specification, including fees, renewals, and guarantees; plan benefits, services, and network; qualifications of the firm to provide EAP services to first responders; and references.

Workers Assistance Program, Inc. dba Alliance Work Partners offered improved benefits, including:

- 1. 6 visits, per problem, per year
- 2. 5 annual training hours, plus up to twelve (12) 1-hour webinars per month
- 3. Over 60 network providers in Dallas and Tarrant Counties that report experience in working with First Responders

# **Financial Consideration**

Funding for the City-paid Employee Assistance Program benefits in the amount of \$12,768 is available in the FY 2020/2021 Employee Insurance Fund. We estimated a 5-yr employee headcount over the duration of the contract of 700 police and fire employees. As we review budgets annually, we will appropriate the correct amount based on headcounts estimated at that time. Due to Police and Fire employees transitioning from Deer Oaks to Worker Assistance Program, there will be a savings with Deer Oaks; therefore no additional funding is needed at this time.

TEXAS HAND	Evaluation Score Card  Police and Fire EAP  RFP# 20160	Aetna Option #1	Aetna Option #2	Deer Oaks EAP Services, LLC Option #1	Deer Oaks EAP Services, LLC Option #2	Humana	Workers Assistance Program, Inc. dba Alliance Work Partners
		Hartford, CT	Hartford, CT	San Antonio, TX	San Antonio, TX	Louisville, KY	Austin TX
Evaluation Criteria	Maximum Score	Score	Score	Score	Score	Score	Score
Fees, Renewals & Guarantees	50.00	50.00	19.77	32.81	26.99	46.86	45.04
Plan Benefits, Services, and Network	25.00	13.75	16.25	13.75	15.00	15.00	17.50
Qualifications of the Firm to provide EAP services for First Responders, based on past	20.00	12.00	13.00	13.00	13.00	12.00	16.00

Complete and accurate proposal	✓	✓	✓	✓		✓
Notes					No references listed in proposal	

5.00

54.02

4.67

64.23

4.67

59.65

0.00

73.86

4.83

83.37

5.00

80.75

RFP Tabulator: Anda Upchurch

experience providing similar services to other agencies

References

Total

Proposal Open Date: Thursday, September 24, 2020

5.00

100.00

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



	Bid Tabulation	Aatna	Aatna	Deer Oaks EAP	Deer Oaks EAP		Alliance
	Police and Fire EAP	Aetna Option #1	Aetna Option #2	Services, LLC	Services, LLC	Humana	Work
	RFP# 20160	Option #1	Option #2	Option #1	Option #2		Partners
		Hartford, CT	Hartford, CT	San Antonio, TX	Louisville, KY	Louisville, KY	Austin TX
Item	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Sessio	n Model:	6-visit	Unlimited	6-visit	8-visit	6-visit	6-visit
	Cost PEPM	1.38	3.69	2.20	2.68	1.46	1.52
2	Implementation Fee	Included	-			-	-
2	Monthly Premiums	066.00	2.592.00	1.540.00	1.077.00	1 022 00	1.064.00
3	(Cost PEPM x 700 est. Employees)	966.00	2,583.00	1,540.00	1,876.00	1,022.00	1,064.00
4	Annual Premiums	11,592.00	30,996.00	18,480.00	22 512 00	12,264.00	12.769.00
4	(Monthly Premiums x 12 + Implementation Fee)	11,592.00		10,400.00	22,512.00	12,204.00	12,768.00
5	Rate Guarantee (Year 2) Annual Amount	11,592.00	30,996.00	18,480.00	22,512.00	12,264.00	12,768.00
6	Rate Guarantee (Year 3) Annual Amount	11,592.00	30,996.00	18,480.00	22,512.00	12,264.00	13,440.00
7	Rate Guarantee (Year 4) Annual Amount	-	30,996.00	18,480.00	22,512.00	12,264.00	13,440.00
8	Rate Guarantee (Year 5) Annual Amount	-	30,996.00	18,480.00	22,512.00	12,264.00	14,112.00
9	Critical Services	Included up	_	Unlimited 2-	Unlimited 2-	_	Unlimited
		to 10 hrs		hour events	hour events		
10	Additional Onsite Training (Hourly)	250.00	125.00	300.00	300.00	400.00	200.00
		_	8 live;			_	_
	Training Hours Included in PEPM:	0	unlimited	6	6	5	5
			virtual				
11	Critical Incident Response Fee (Hourly)	250.00	-	Not stated	Not stated	250.00	250.00
		10-hrs per		2-hours per	2-hours per		5-hrs per
	Critical Incident Response Included in PEPM:	incident;	Unlimited	incident;	incident;	5	incident;
	•	unlimited		unlimited	unlimited		unlimited
10	Tree-al-Coate (Hereala)	incidents	T1. 1. 1	incidents	incidents	A. C.	incidents
12	Travel Costs (Hourly)  Travel Costs included in PEPM	150.00 None	Included	Included	Included	At Cost	-
13	Additional Costs Not Listed (details in cell comment)	None					
13	LiveWell Telephonic Wellness Coaching +						
	Online Wellness Portal Program			0.46 PEPM	0.46 PEPM		
	Full Service Mediation			\$300/Hour	\$300/Hour		
	DOT/SAP Evaluation			600/Case	600/Case		
	Home Mailing			Cost + 10%	Cost + 10%		
	DOT/SAP Referral					750.00	
	Fitness For Duty (Forensic psychiatrist's fee,					estimated	
	billed at cost)					2,000 - 5,500	
						per case	
						Need further	
	Home Mailer					information	
						to price	
	Additional Health Fair Hours					100.00	
						as	
	Travel Costs					applicable	
						for any	
-	Well Coach					training	0.10 PEPM
	Nurseline						0.10 PEPM 0.15 PEPM
	WorkLife Premium						0.13 PEPM 0.49 PEPM
	PTX						0.49 PEPM 0.23 PEPM
<b>-</b>	3-Year Total for Evaluation	\$36,776.00	\$ 92,988.00	\$ 56,040.00	\$ 68,136.00	\$39,242.00	\$40,826.00
<u> </u>	5-1 car 10tar for Evaluation	φ30,770.00	₩ 74,700.00	φ 30,040.00	φ υσ,130.00	φ <i>37,4</i> 44.00	φ+υ,σ∠υ.υ∪

**Note:** Total above is a 3-year total and includes the following additional costs: assume a quantity of (8) Live Onsite Training Hours; assume a quantity of (10) Critical Incident Response Hours in (1) incident. This calculation does not include any Travel Cost or any Additional Costs under item 13.



City Hall 300 W. Main Street Grand Prairie. Texas

# Legislation Details (With Text)

File #: 20-10590 Version: 1 Name: Utility Auditing Services

Type: Agenda Item Status: Consent Agenda

File created: 11/6/2020 In control: Purchasing

On agenda: 12/15/2020 Final action:

**Title:** Purchase of Electric and Gas Utility Auditing services from Troy & Banks at 33% of realized savings

Sponsors:

Indexes:

Code sections:

**Attachments:** <u>20-10590 21009 - CC EXHIBIT</u>

Date Ver. Action By Action Result

#### From

Angi Mize

## **Title**

Purchase of Electric and Gas Utility Auditing services from Troy & Banks at 33% of realized savings

#### Presenter

Cathy Patrick, Director of Audit Services

# **Recommended Action**

Approve

## **Analysis**

The City of Grand Prairie periodically hires consultants to review utility bills for the purpose of verifying the City is not being improperly charged. The independent consultant will provide an audit of the utility bills received by the City, primarily in the area of electrical and natural gas service. In general, the following process is expected of the selected auditor: Analyze utility invoices; perform a physical inventory of equipment at each location if needed; provide reconciliation and discrepancy list as a result; and report claims on the audit results.

Compensation for this audit will be on a contingency fee basis as a percentage of actual revenue recovered. Troy & Banks will receive 33% of all monies refunded or credited to the City.

Request for proposals #21009 was advertised and distributed to 19 vendors. There were no Grand Prairie vendors available for this service and only one HUB vendor. Four responses were received as shown on attachment A.

The award was based on best value criteria set up in the specification, including cost, experience of the firm, prior experience working with municipalities and best overall value for the City.

File #: 20-10590, Version: 1

# **Financial Consideration**

Funding is available in FY 2020/2021 various departmental gas and electric accounts. Payments will be charged to budget accounts where savings are realized.

# **Utility Audit Services**

# RFP #21009

# SCORECARD

GRand Prairle	Evaluation Score Card Utility Audit RFB # 21009	Nuenergen	Proficiency Billing	Tri Stem	Troy & Banks
Dream Dig 7 Flay Hard		White Plains NY	West Helena, AR	Robinson, TX	Buffalo, NY
Evaluation Criteria	Maximum Score	Score	Score	Score	Score
Price	10.00	9.00	0.00	10.00	10.00
Experience in projects similar	15.00	12.00	2.00	15.00	15.00
Experience methodology strategies	15.00	14.00	3.00	12.00	14.00
Personnel Qualifications	15.00	13.00	4.00	14.00	14.00
Working with other Municipalities	25.00	11.67	3.33	25.00	23.33
Best Overall Value	20.00	16.00	5.33	16.00	18.67
Total	100.00	75.67	17.67	92.00	95.00



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10599 Version: 1 Name: Trailer Mounted Pumpsets for Public Works (Water)

Type:Agenda ItemStatus:Consent AgendaFile created:11/11/2020In control:Fleet Services

On agenda: 12/15/2020 Final action:

Title: Purchase two (2) new Godwin NC100S trailer mounted pumpset for \$44,946.20 each, from Xylem

Dewatering Solutions, Inc., through an inter-local agreement with Houston-Galveston Area Council

(HGAC)

**Sponsors:** 

Indexes:

**Code sections:** 

Attachments: 20-10599.pdf

Date Ver. Action By Action Result

#### From

Jayson R. Ramirez, Fleet Services Manager

## **Title**

Purchase two (2) new Godwin NC100S trailer mounted pumpset for \$44,946.20 each, from Xylem Dewatering Solutions, Inc., through an inter-local agreement with Houston-Galveston Area Council (HGAC)

## **Presenter**

Jayson R. Ramirez, Fleet Services Manager

#### **Recommended Action**

Approve

## **Analysis**

These trailer mounted pumpsets will replace existing trailer mounted pumpsets in the fleet according to the city replacement schedule. The purchase of the trailers are included in the FY 2020/2021 Approved Operating Budget and includes two (2) new Godwin NC100S trailer mounted pumpsets which will be replacing a 2001-2002 trailers for Public Works (Water).

Chapter 271.102 of the Local Government Code authorizes local governments 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 utilizes various master, inter-local cooperative agreements including HGAC.

In addition to professional consulting personnel and financing services, HGAC primarily offers products utilized in areas of Public Safety, Public Works and Communications. A wide variety of capital equipment is procured with an existing contract, and, through a unique feature of HGAC Buy, it can be customized through

# File #: 20-10599, Version: 1

the use of published and unpublished options to fit our specifications and requirements. The HGAC Buy Contract # CM02-19 began February 1, 2019 and will expire January 31, 2021 with no renewal extensions.

## **Financial Consideration**

Funding for the Purchase of two (2) new Godwin NC100S trailer mounted pumpsets, in the amount of \$89,892.40, is available in the FY 2020/2021 Water Wastewater Fund (361111-68300 and 361211-68300) Public Works (Water).

# CITY OF GRAND PRAIRIE OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Water Fund

Name of Fund (i.e. General Fund)

AGENCY: Public Works (Water)

Name of Department

ACCOUNTING UNIT: 361111

AVAILABLE: 68300, Other Machinery and Equipment, \$60,000

Account Code, Description, and amount available

STAFF CONTACT: <u>Jayson R. Ramirez</u>

VENDOR NUMBER: <u>21920</u>

VENDOR NAME: <u>Xylem Dewatering Solutions, Inc.</u>

CONTINGENCY: NA

# CITY OF GRAND PRAIRIE OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Water Fund

Name of Fund (i.e. General Fund)

AGENCY: Public Works (Water)

Name of Department

ACCOUNTING UNIT: 361211

AVAILABLE: 68300, Other Machinery and Equipment, \$162,160

Account Code, Description, and amount available

STAFF CONTACT: <u>Jayson R. Ramirez</u>

VENDOR NUMBER: <u>21920</u>

VENDOR NAME: <u>Xylem Dewatering Solutions, Inc.</u>

CONTINGENCY: NA



City Hall 300 W. Main Street Grand Prairie. Texas

# Legislation Details (With Text)

File #: 20-10667 Version: 1 Name: Grand Connection (2020) Bus Purchases

Type: Agenda Item Status: Consent Agenda
File created: 12/4/2020 In control: Fleet Services

On agenda: 12/15/2020 Final action:

Title: Purchase of seven (7) new 18-passenger para-transit buses for \$80,771 each, from Creative Bus

Sales, Inc., respectively for a combined total of \$565,397

Sponsors:

Indexes:

Code sections:

Attachments: 21002 - Evaluation Score Card.pdf

300592-68020002-68320.xlsx 300592-68018002-68320.xlsx 300592-68019002-68320.xlsx

Date Ver. Action By Action Result

#### From

Anda Upchurch

## **Title**

Purchase of seven (7) new 18-passenger para-transit buses for \$80,771 each, from Creative Bus Sales, Inc., respectively for a combined total of \$565,397

# **Presenter**

Jayson R. Ramirez, Fleet Services Manager

#### **Recommended Action**

Approve

## **Analysis**

The buses will be used in the Grand Connection Transit Operations as replacements for older vehicles, which will be sold at auction. The transit vehicle replacements will be made through the Federal Elderly Individuals and Individuals with Disabilities Fiscal Year 2021 Project Grant Agreements and are reimbursed by the Federal Transit Authority (FTA).

Request for Proposals # 21002 was advertised in the Fort Worth Star Telegram and Public Purchase; it was distributed to 40 vendors including 2 Grand Prairie vendors and 31 HUBs. One proposal was received as shown on attachment A.

The award was based on best value criteria set up in the specification, including price, the extent to which the buses meet the City's needs, warranty terms, and delivery time frame as listed in the specification.

# File #: 20-10667, Version: 1

The proposal submitted by Creative Bus Sales, Inc. meets specifications and is recommended for award.

# **Financial Consideration**

Funding is available in the following accounts totaling \$565,397:

- 1. **\$185,000** is available in Grant Fund (300592), 68018002 (FY18 Grand Connection Capital) 68320 (Other Vehicles)
- 2. \$150,648 is available in Grant Fund (300592), 68019002 (FY19 Grand Connection Capital) 68320 (Other Vehicles)
- 3. **\$229,749** is available in Grant Fund (300592), 68020002 (FY20 Grand Connection Capital) 68320 (Other Vehicles)



# **Evaluation Score Card**

Eighteen Passenger Paratransit Buses RFP# 21002 Creative Bus Sales

Irving, TX

Evaluation Criteria	Maximum Score	Score
Price	50.00	50.00
The extent to which the busses meet the requirements of the Detailed Specification Form	20.00	12.01
Warranty Terms	15.00	9.00
Delivery Timeframe	15.00	15.00
Total	100.00	86.01

Complete and accurate bid	✓
Notes	

Proposal Tabulator: Anda Upchurch

Proposal Open Date: Thursday, November 12, 2020

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



# **Bid Tabulation**

Eighteen Passenger Paratransit Buses RFP# 21002 Creative Bus Sales

Irving, TX

Item	Description	QTY	UOM	<b>Unit Price</b>	<b>Extended Price</b>
1	Bus, 18 passenger/5 wheelchair	7.00	EA	\$80,771.00	\$ 565,397.00
	Total				\$ 565,397.00



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10646 Version: 1 Name: Sedans for Police

Type: Agenda Item Status: Consent Agenda

File created: 12/1/2020 In control: Fleet Services

On agenda: 12/15/2020 Final action:

Title: Purchase of seven (7) new Dodge Charger SXT sedan for \$25,550 each, from Morse Operations, Inc.

dba Ed Morse Automotive, respectively for a combined total of \$179,450 through national interlocal

agreement with HGAC

Sponsors:

Indexes:

**Code sections:** 

Attachments: 20-10646.doc

Date Ver. Action By Action Result

#### From

Jayson R. Ramirez, Fleet Services Manager

#### Title

Purchase of seven (7) new Dodge Charger SXT sedan for \$25,550 each, from Morse Operations, Inc. dba Ed Morse Automotive, respectively for a combined total of \$179,450 through national interlocal agreement with HGAC

#### Presenter

Jayson R. Ramirez, Fleet Services Manager

## **Recommended Action**

Approve

#### **Analysis**

These vehicles will replace existing vehicles, specifically, sedans, in accordance to the city replacement/improvement schedule and are included in the FY 2020/2021 Approved Operating Budget. They are as follows:

-seven (7), units, ages 2010-2015, sedans in Police with (7) new Dodge Charger sedans totaling \$179,450.

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 HGAC interlocal agreement.

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

# File #: 20-10646, Version: 1

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 \$600 is due in order to use HGAC contract # VE11-20 effective date November 01, 2020 and expiring October 31, 2022.

# **Financial Consideration**

Funding totaling \$179,450 is available in the Equipment Acquisition Fund (283210-68320) Police.



City Hall 300 W. Main Street Grand Prairie. Texas

# Legislation Details (With Text)

Class 7 & 8 Trucks from MHC Kenworth File #: 20-10634 Version: 1 Name:

Type: Agenda Item Status: Consent Agenda File created: 11/23/2020 In control: Fleet Services

On agenda: Final action: 12/15/2020

Title: Purchase of one (1) new Kenworth T440 tandem truck with dump body for \$153,527.05, one (1) new

Kenworth T370 truck with dump body for \$113,317.55, one (1) new Kenworth T370 truck with utility body for \$149,800.55, and two (2) new Kenworth T370 truck with grappler body for \$198,221.69 each,

from Texas Kenworth Co. dba MHC Kenworth-Dallas, respectively for a combined total of

\$815,088.53 through national interlocal agreements with BuyBoard and Sourcewell

Sponsors:

Indexes:

**Code sections:** 

Attachments: 20-10634.doc

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

Jayson R. Ramirez, Fleet Services Manager

#### **Title**

Purchase of one (1) new Kenworth T440 tandem truck with dump body for \$153,527.05, one (1) new Kenworth T370 truck with dump body for \$113,317.55, one (1) new Kenworth T370 truck with utility body for \$149,800.55, and two (2) new Kenworth T370 truck with grappler body for \$198,221.69 each, from Texas Kenworth Co. dba MHC Kenworth-Dallas, respectively for a combined total of \$815,088.53 through national interlocal agreements with BuyBoard and Sourcewell

## Presenter

Jayson R. Ramirez, Fleet Services Manager

## **Recommended Action**

Approve

## **Analysis**

These vehicles will replace existing equipment, specifically, classes 7 and 8 dump trucks, in accordance to the city replacement/improvement schedule and are included in the FY 2020/2021 Approved Operating Budget. They are as follows:

-one (1), unit, age 2000, class 7 dump bed truck in Public Works (Streets) replaced with (1) new Kenworth T440 tandem truck with dump body totaling \$153,527.05;

-one (1), unit, age 1997, class 7 dump bed truck in Public Works (Streets) replaced with (1) new Kenworth T370 dump bed truck totaling \$113,317.55;

-one (1), unit, age 2009, class 7 utility body truck in Public Works (Water) replaced with (1) new Kenworth T370 utility body truck totaling \$149,800.55;

#### File #: 20-10634, Version: 1

-two (2), units, age 2004-2016, class 7 grappler body trucks in Public Works (Brush) with (2) new Kenworth T370 grappler body trucks totaling \$396,443.38.

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

Buyboard allows us to save money through "economies of scale", with the pooled purchasing power of their members. They include hundreds of school districts, municipalities, counties, other local governments, and nonprofit entities across Texas. They use the power of numbers as leverage to get better prices with the same vendors we use now. A fee of \$400 is due in order to use Buyboard contract #601-19 effective date December 01, 2019 and expiring November 30, 2022. Sourcewell contract #060920-KTC effective August 01, 2020 and expiring August 01, 2024.

# **Financial Consideration**

Funding is available in the following accounts totaling \$815,088.54:

- 1. \$153,527.05 in the Equipment Acquisition Fund (253010-68320) Public Works (Streets);
- 2. \$113,317.55 in the Equipment Acquisition Fund (253010-68320) Public Works (Streets);
- 3. \$149,800.55 in the Water Fund (361211-68320) Public Works (Water);
- 4. \$398,443.38 in the Solid Waste Equipment Acquisition Fund (304010-68320) Public Works (Brush).



City Hall 300 W. Main Street Grand Prairie. Texas

# Legislation Details (With Text)

File #: 20-10655 Version: 1 Name: Sterlington Medical AED FY21 Purchase

Type: Agenda Item Status: Consent Agenda

File created: 12/3/2020 In control: Fire

On agenda: 12/15/2020 Final action:

Title: Purchase of Lifepak CR2 Fully-Automatic Electronic Defibrillator (AED) from Sterling Medical for

\$68,556.00 through a national inter-local agreement with BuyBoard

Sponsors:

Indexes:

Code sections:

Attachments: 20-10655 Fire Debfibrillators

Date Ver. Action By Action Result

#### From

Mike Joy, Senior Financial Analyst

#### Title

Purchase of Lifepak CR2 Fully-Automatic Electronic Defibrillator (AED) from Sterling Medical for \$68,556.00 through a national inter-local agreement with BuyBoard

#### Presenter

Robert Fite, Fire Chief

## **Recommend Action**

Approve

#### **Analysis**

The Fire Department will replace 44 AEDs located throughout city facilities. The Lifepak CR2 comes with WiFi monitoring capabilities to allow staff to check the status of equipment.

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

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

Sterling Medical through their BuyBoard contract #610-20 offers Lifepak CR2 Fully-Automatic Electronic Defibrillator

File #: 20-10655, Version: 1

# **Financial Consideration**

Funding the Purchase of Lifepak CR2 Fully-Automatic Electronic Defibrillator, in the amount of \$68,556, is available in Capital Reserve Fund (402590), WO #02109803 (FY21 FIRE).



File created:

# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-9860 Version: 1 Name: Software License Agreement with Azteca Systems

LLC (CityWorks)

Consent Agenda Type: Agenda Item Status: 3/5/2020 In control: **Public Works** 

12/15/2020 On agenda: Final action:

Title: Cityworks Software License Agreement with Azteca Systems, Inc. in the annual estimated amount of

> \$40,000 (approximately \$200,000 for five years) with the option to renew annually unless terminated by either party and authorize the City Manager to execute up to four annual renewal options for this agreement with aggregate price fluctuations of the lesser of 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 terms. Renewal options beyond the four specified can be authorized,

however, will require additional City Council approval

Sponsors:

Indexes:

Code sections:

Attachments: Azteca Systems LLC Quote.pdf

18-8475 - Expenditure Form.docx

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

#### **From**

Carmen Ard

#### Title

Cityworks Software License Agreement with Azteca Systems, Inc. in the annual estimated amount of \$40,000 (approximately \$200,000 for five years) with the option to renew annually unless terminated by either party and authorize the City Manager to execute up to four annual renewal options for this agreement with aggregate price fluctuations of the lesser of 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 terms. Renewal options beyond the four specified can be authorized, however, will require additional City Council approval

#### Presenter

Gabriel Johnson, Public Works Director

## **Recommended Action**

Approve

#### **Analysis**

In June, 2011, the City Council approved a contract with RJN Group, Inc. for a new work order system (CityWorks) for Public Works. While the award was for purchase of the software, the contract also details an annual software support cost of \$40,000, not included as part of the original council communication and thus ratified by City Council on January 21, 2014.

Azteca Systems, Inc. is a sole supplier of software support for this system as no other vendor is capable of

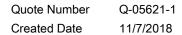
# File #: 20-9860, Version: 1

providing these services.

This action today is requesting Council approve a new contract with Aztecs Systems, Inc. to January 15, 2021 and authorize the City Manager to approve four additional renewals totaling \$200,000.00 before requiring additional City Council approval.

# **Financial Consideration**

Funding for Cityworks Software License Agreement with Azteca Systems, Inc., in the estimated amount of \$40,000, is available from the FY 2020/2021 IT Administration Operating Fund (151010) Computer Software Maintenance (63165) and will be charged accordingly. Funding for future fiscal years maintenance will be paid from that year's approved budgets.





#### Contact Information

Contact Name: James Siddall Prepared By Marianne Haslam

Name:

Organization: Grand Prairie (TX), City of Prepared By (801) 523-2751

Phone:

Email:

Contact 317 College St. Prepared By marianne@cityworks.com

Address: P.O. Box 534045

Grand Prairie, TX 75053-4045

## **Quote Lines**

Product Name	Quantity	Net Unit Price
Citizen Engagement API License	1	\$0
Storeroom ELA License	1	\$0
MicroPaver Interface ELA License	1	\$0
Equipment Checkout ELA License	1	\$0
Contracts ELA License	1	\$0
CCTV Interface for PACP ELA License	1	\$0
Cityworks Analytics ELA License	1	\$0
Server AMS Custom ELA	1	\$40,000
	TOTAL:	\$40,000.00

Maintenance Start Date: 1/15/2019 Maintenance End Date: 1/14/2020

Quote Notes:

#### **Terms and Conditions**

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

#### Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Payment Terms Net thirty (30) days.

#### Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

#### International Customers

These items are controlled by the U.S. government and authorized for extort only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

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# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

#### Legislation Details (With Text)

File #: 20-10656 Version: 1 Name: FY21 UASI Hazmat FTIR

Type: Agenda Item Status: Consent Agenda

File created: 12/3/2020 In control: City Council Development Committee

On agenda: 12/15/2020 Final action:

Title: Purchase of one (1) Gasmet Model GT5000 Portable FTIR Multi-component Gas Analyzer (FTIR) at a

cost of \$89,738.03 through sole-source vendor REPSS Inc of Houston, TX.

Sponsors:

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

#### From

Mike Joy, Senior Financial Analyst

#### **Title**

Purchase of one (1) Gasmet Model GT5000 Portable FTIR Multi-component Gas Analyzer (FTIR) at a cost of \$89,738.03 through sole-source vendor REPSS Inc of Houston, TX.

#### Presenter

Robert Fite, Fire Chief

#### **Recommended Action**

Approve

#### **Analysis**

The Gasmet Model GT5000 Portable FTIR Multi-component Gas Analyzer (FTIR) will be added to our Hazardous Materials cache of local and regional response capabilities. This equipment will provide the team members the ability to conduct field testing of known chemicals, along with the possible testing and identification of unknown substances. This analyzer is specially designed to be lightweight and compact while allowing for simultaneous gas measurements. With this equipment, the team will have the ability to determine and monitor standard confined space readings such as oxygen percentage, atmosphere flammability, Lower Explosive Limits (LEL), carbon monoxide levels, hydrogen sulfide, along with 5500 other chemicals in its library.

The GPFD Hazardous Materials team is now a regional responding team and this equipment will be a regional asset available to other jurisdictions.

The total cost for the FTIR is \$89,738.03.

Local Government Code Chapter 252 provides an exemption from the competitive bid process when an item or

#### File #: 20-10656, Version: 1

service is available from only one source, of which Gasmet is the sole vendor in providing the Model GT5000 Portable FTIR Multi-component Gas Analyzer.

#### **Financial Consideration**

Funding for the purchase of one (1) FTIR for is available in the 2020 UASI Hazmat Detection Enhancement Equipment Grant totaling \$84,243.35 with \$5,494.68 to be paid from 334691 60510.



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10600 Version: 1 Name: Global Gaming - Bowles Water Tower

Type:Agenda ItemStatus:Consent AgendaFile created:3/5/2020In control:Public Works

On agenda: 12/15/2020 Final action:

Title: Revised Agreement and time extension with Global Gaming LSP, LLC for the Lone Star Park Logo on

the Bowles Water Tower for an additional 5-year term at \$600 monthly

Sponsors:

Indexes:

Code sections:

Attachments: Lone Star Advert. Agmt (2020).2.docx

Date Ver. Action By Action Result

#### From

Max

#### **Title**

Revised Agreement and time extension with Global Gaming LSP, LLC for the Lone Star Park Logo on the Bowles Water Tower for an additional 5-year term at \$600 monthly

#### Presenter

Gabe Johnson, Director of Public Works

#### **Recommended Action**

Approve

#### **Analysis**

The City and Lone Star Park, LTD entered into an advertising agreement on the 20<sup>th</sup> of November, 2003, providing for the placement of the Lone Star Park logo on the City's Elevated Water Tank known as the Bowles Water Tower; and the agreement expired on November 20, 2011 and the City and Lone Star Park, LTD entered a new agreement effective November 13, 2012 which expires November 13, 2020.

Lone Star Park at Grand Prairie is the name under which Global Gaming LSP, LLC does business and Global Gaming has acquired Lone Star Park, LTD's rights to contract with respect to the Lone Star Park logo. At the current time, the City and Lone Star Park desire to enter into a new advertising agreement to maintain the existing logo on the Bowles Water Tower.

The City shall maintain the Lone Star Park at Grand Prairie logo on the east and west face of its Bowles Park Water Tower throughout the term of this agreement as currently configured or changed as the parties may agree in the event that the tank is repainted during the term of this agreement. The City shall provide all advertising

#### File #: 20-10600, Version: 1

copy in a camera-ready format for insertion in racing programs during the term of this agreement.

Lone Star Park shall pay the City SIX HUNDRED DOLLARS (\$600.00) each month during the term of this agreement for maintaining the Lone Star Park logo on the Bowles Water Tower. In addition, Lone Star Park shall provide: 1) Daily ¼ page advertisements in the Lone Star Today and the Bar & Book, 2) One 14" x 42" indoor backlit sign prominently located on the second floor of the grandstand near the escalator to be displayed during the term of this agreement, and 3) daily promotional messages on the Bar and Book message center boards.

The term of the agreement shall be five years from the Effective Date of the agreement.

#### **Financial Consideration**

Revenue will remain the same at \$600 per month.



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

### Legislation Details (With Text)

File #: 20-10632 Version: 1 Name: Change Order/Amendment No.2 for Site Landscape

for Parkview PID

Type: Agenda Item Status: Consent Agenda

File created: 11/20/2020 In control: Finance

On agenda: 12/15/2020 Final action:

Title: Parkview PID Change Order/Amendment No. 2 for Site Landscape Development for landscape

maintenance in the total amount of \$14,221.50 (Council District 1).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A-Budget 5yr service plan-FY21-PV.pdf

Date Ver. Action By Action Result

#### From

Lee Harriss

#### **Title**

Parkview PID Change Order/Amendment No. 2 for Site Landscape Development for landscape maintenance in the total amount of \$14,221.50 (Council District 1).

#### Presenter

Lee Harriss, Special District Administrator

#### **Recommended Action**

Approve

#### **Analysis**

On March 1, 2020, a contract was awarded to Site Landscape Development in the amount of \$47,960.02 for Parkview PID landscape maintenance and amended to \$49,710.02 with only City Manager approval. Because the second amendment increases the contract value beyond that statutory authority amount (\$50,000) delegated by the City Council, this change cannot be implemented without City Council authorization.

This proposed Change Order No. 2 is for landscape maintenance in Parkview PID.

This change order will not change the term of this contract. The expiration date will be February 28, 2021.

#### **Financial Consideration**

Funds for this contract are available from annual assessments adopted by the City Council on September 15, 2020, which are estimated to generate \$83,729 for the fiscal year.

#### **GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 12**

#### **Parkview**

Five Year Service Plan 2021 - 2025

Income based on Assessment Rate of \$0.215 per \$100 of appraised value. Service Plan projects a 1% increase in assessed value per year.

INCOME: Appraised Value		Valu \$3	ue 88,943,778	Ass \$	sess Rate 0.215	F \$	Revenue 83,729			
Description Beginning Balance (Estimated)	Account	\$	2021 115,000	\$	2022 108,768	\$	2023 109,474	\$	2024 110,080	\$ 2025 110,548
P.I.D. Assessment Developer Participation/Projects City Contribution	42620 46110 49780	\$	83,729 7,700 415	\$	84,566 7,700 415	\$	85,412 7,700 415	\$	86,266 7,700 415	\$ 87,129 7,700 415
TOTAL INCOME		\$	91,844	\$	92,681	\$	93,527	<u>\$</u>	94,381	\$ 95,244
Amount Available		\$	206,844	\$	201,450	\$	203,001	\$	204,461	\$ 205,791
EXPENSES: Description			2021		2022		2023		2024	2025
Office Supplies Beautification Wall Maintenance Mowing Contractor Collection Service Misc. Admin./Management Postage	60020 60490 60776 61225 61380 61485 61510 61520	\$	100 6,000 25,000 35,460 631 25 7,140 120	\$	100 6,000 18,000 35,460 631 25 7,140 120	\$	100 6,000 18,000 35,460 631 25 7,140	\$	100 6,000 18,000 35,460 631 25 7,140	\$ 100 6,000 18,000 35,460 631 25 7,140 120
Electric Power Water Utility Irrigation System Maint. Decorative Lighting Maintenance Property Insurance Premium Liability Insurance Premium Other Improvement	62030 62035 63065 63146 64080 64090 68020		2,000 16,000 3,500 1,500 400 200 -	_	2,100 16,800 3,500 1,500 400 200	_	2,205 17,640 3,500 1,500 400 200		2,315 18,522 3,500 1,500 400 200	2,431 19,448 3,500 1,500 400 200
TOTAL EXPENSES		\$	98,076	\$	91,976	\$	92,921	<u>\$</u>	93,913	\$ 94,955
Ending Balance		\$	108,768	<u>\$</u>	109,474	\$	110,080	<u>\$</u>	110,548	\$ 110,836
Avg. Annual Assessment by Home Value:  Value  \$150,000			ly Assmnt. \$323							
\$175,000 \$200,000 \$225,000 \$250,000 \$275,000 \$300,000 \$325,000			\$376 \$430 \$484 \$538 \$591 \$645 \$699			Av	g. Property No.	As of F	erty Value: sessment: Properties: as County nt County: Total	172,318 370 177 49 226



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10635 Version: 1 Name: Fire Safety & Security Solutions Change Order 2

Type:Agenda ItemStatus:Consent AgendaFile created:11/24/2020In control:Facility Services

On agenda: 12/15/2020 Final action:

Title: Change Order #2 with LPS Fire, LLC in the amount of \$50,000 to add Fire Safety and Security

Solutions as needed to City buildings

Sponsors:

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

#### From

Venona McGee, Sr. Buyer

#### **Title**

Change Order #2 with LPS Fire, LLC in the amount of \$50,000 to add Fire Safety and Security Solutions as needed to City buildings

#### Presenter

Ray Riedinger, Facility Services Manager

#### **Recommended Action**

Approve

#### **Analysis**

On September 5, 2018 Council awarded an annual price agreement for Fire Alarm monitoring, inspections, and repair for services for City buildings from LPS Fire, LLC for an annual amount of \$98,212.00 utilizing their TIPS contract number 180204.

Change order 1 was executed on April 7, 2020 for additional \$910.00 to include services for Fire Station 4. This change order #2 is to bring City buildings compliant with fire safety and security and any additional as needed repairs.

State statues require City Council approval of a change order when the cumulative cost of the change order exceeds \$50,000.00 With approval of this change order, the City Manager will be able to approve the change order to a cumulative value of \$50,000.00 without additional Council approval.

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

#### File #: 20-10635, Version: 1

bid by the sponsoring entity or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including TIPS.

The TIPS and TAPS purchasing cooperatives have joined together government entities, in multiple states, to increase their buying power in acquiring products and services; lowering administrative procurement costs; and improving OVERALL business performance at each entity. Other benefits include: Centralized Vendor Listing; e-Commerce Store; Toll-Free Help Line; Competitively Bid Procurement Process and Vendor/Member Reporting Service.

The TIPS contract began April 26, 2018 and will expire April 26, 2021.

#### **Financial Consideration**

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



## City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10644 Version: 1 Name: Professional engineering services contract with

Infrastructure Management Services (IMS) to perform a pavement condition index analysis for arterials and collector roadways and to provide an effective 5 year pavement management plan. The

total amount of t

Type: Agenda Item Status: Consent Agenda

File created: 12/1/2020 In control: Public Works

On agenda: 12/15/2020 Final action:

Title: Professional engineering services contract with Infrastructure Management Services (IMS) to perform

a pavement condition index analysis for arterials and collector roadways and to provide an effective 5year pavement management plan (the total amount of this contract is \$98,261 through a cooperative

purchasing program with the North Central Texas Council of Governments (NCTCOG))

Sponsors:

Indexes:

Code sections:

Attachments: 20-10644 CIP Budget Summary.xlsx

20-10644 IMS Quote.pdf

20-10644 NCTCOG Contract.pdf

Date Ver. Action By Action Result

#### From

Glenda C. Peterson, Street Operations Supervisor

#### **Title**

Professional engineering services contract with Infrastructure Management Services (IMS) to perform a pavement condition index analysis for arterials and collector roadways and to provide an effective 5-year pavement management plan (the total amount of this contract is \$98,261 through a cooperative purchasing program with the North Central Texas Council of Governments (NCTCOG))

#### Presenter

Gabriel Johnson, Public Works Director

#### **Recommended Action**

Approve

#### **Analysis**

The purpose of pavement management is to produce cost-effective maintenance programs that maximize available resources and extend the life expectancy of a roadway. By incorporating key components of a cost benefit analysis into the analysis operating parameters, a multi-year plan can be developed that optimizes the needs of the City. In addition, staff will provide recommendations for specific work to be done and the overall results will be a prioritized multi-year rehabilitation plan which addresses roadway deficiencies.

#### File #: 20-10644, Version: 1

Chapter 271.102 of the Local Government Code authorized 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 NCTCOG.

The City would like to engage Infrastructure Management Services (IMS) for pavement analysis services under a master license agreement obtained through NCTCOG through the Shared Service Center Cooperative of North Texas Inter-local Agreement of which the City is a member.

The total amount of the FY 2020/2021 contract is \$98,261.

The North Texas Share, Master Services Agreement for Pavement Analysis Services was first signed and executed on August 12, 2016 with an initial three year period ending on December 31, 2019, whereafter the agreement could be renewed for up to three (3) additional one (1) year terms, not to exceed six (6) years. 2020 represents the fourth year of this agreement.

#### **Financial Consideration**

Funding for a professional services contract for street pavement analysis with Infrastructure Management Services (IMS) for arterials and collector roadways in the total amount of \$98,261 is available in the Street Capital Project Fund (400192), FY21 Street Assessment Implementation (WO #02105203), Professional Services (61041).



# Quotation for Professional Services

8380 S Kyrene Rd, Suite 101 Tempe, Arizona 85284 IMSanalysis.com; (480) 839-4347

To: Dane Stovall, Streets Manager Date: November 30, 2020

From: Jeff Myers, MSA, Client Services Manager Project: City of Grand Prairie, TX

Subject: 2020 Pavement Data Collection Project No.: N/A

Thank you for taking the time to review the pavement and asset data collection services offered by IMS Infrastructure Management Services. IMS excels in pavement and asset management solutions and can provide a full suite of data collection and software services.

As we understand, the City of Grand Prairie currently maintains approximately 216 centerline miles of arterial and collector roadways, and IMS will perform a linear pavement distress survey on 100% of this network, resulting in approximately 354 survey miles. We will also allow the City the option to survey the remaining residential road network of 464 centerline miles at a reduced cost. IMS has performed objective pavement data collection for similar agencies such as Grapevine, Euliss, Huntsville, Weatherford, Flower Mound, Denton, Denton



County, Keller, The Colony TX, and others in the Region, including Grand Prairie.

IMS collects all data in accordance with the U.S. Army Corps of Engineers data protocols, commonly referred to as ASTM D6433. In addition, we deliver all data in industry standard formats such as Excel, Access, Geodatabases, shape files, and even Google Earth KMZ files. While IMS can implement and load data into any software application the city chooses, IMS has also engineered a simple to use spreadsheet tool called Easy Street Analysis (ESA). We use this tool to incorporate cost benefit activities. We are confident that this tool can continue to serve as an excellent pavement management tool for the City.

Our approach, and key service differentiator, is based on three, time proven fundamentals:

Answer the questions that are being asked – don't over-engineer the system or make it needlessly complicated. Databases and the application of technology are meant to simplify asset management, not make it more difficult.

Service and quality are paramount to success – the right blend of technically correct data, condition rating, and reporting will provide the agency with a long-term, stable solution. Service to the client remains our top priority.

**Local control and communications are key** – it is important that all stakeholders understand the impacts of their decisions and have the system outputs react accordingly. We excel in making ourselves readily available.



#### **Data Collection**

IMS is unique to the industry, as an objective and repeatable data collection effort will be completed. The LCMS2 RST will be used to perform a surface condition assessment of all City streets. Instead of using the subjective feet on ground or windshield sampling method, all data will be collected continuously and recorded in 15-foot intervals in the form of a detailed database complete with GPS coordinates. The data will also be aggregated to the section level, following the sectioning and referencing methodology determined after IMS and City review.



#### **GIS and Pavement Management Linkage**

The role of GIS in pavement management cannot be overstated. It is a powerful tool that provides the capability to handle and present vast amounts of data in an efficient manner. IMS can provide a link between the City's GIS environment and the pavement management data to enable the City to display and generate color-coded maps based upon existing pavement conditions, street rehabilitation plans or most of the data in the pavement management program. An output of a 5-year maintenance prioritization program is illustrated in the adjacent image.

# Guymon Makanan Procented According Barriery Bar

#### Digital Imagery & ROW Asset Inventories

The LCMS2 RST utilizes up to four GPS-referenced HD camera views (4112x3008) for our QA/QC

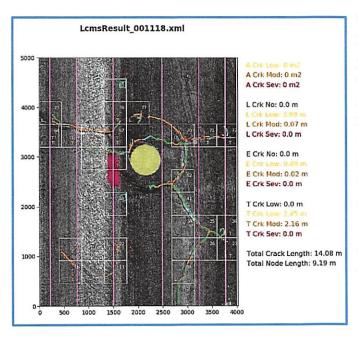
program, ROW asset inventory development, virtual drives, and/or other supplemental image deliverables. For the City of Grand Prairie, IMS will utilize two HD cameras that will be proofed out prior to data collection and a single forward view can be processed as a deliverable to the City. IMS can then utilize the HD imagery collected by the LCMS2 RST to inventory many Right of Way assets that the City maintains.





#### Objective Distress Identification & Quantification (ASTM D6433)

The IMS Laser Crack Measurement System (LCMS2) is one of the most technologically advanced devices available for pavement performance assessments. The 2-sensor array completes a 3D millimeter-level scanning of the pavement surfaces that pass below the laser array. With a high-speed 1-millimeter resolution, this means the LCMS2 device deploys a continuous scan of laser points (approximately 3,657) across a mere 12 feet of pavement, making it one of the highest resolution pavement laser scanners available. The onboard processing software further amplifies its capabilities by analyzing pavement elevation (range and intensity) and automatically identifying cracking, rutting, and roughness in the form of IRI, potholes, and bleeding.

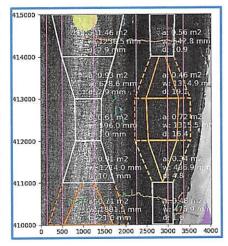


While any engineering firm could deploy the equipment for data collection, processing the information for distress complete quantification requires а understanding of automated technologies, GIS mapping, and distress measurement protocols found in standards such as ASTM D6433. Simply reviewing the LCMS cracking vectors (colored cracks) with the human eye dilutes the objectivity of the equipment.

IMS engineers and technologists have developed a computerized processing application that automatically applies an 18"x18" grid to the LCMS downward images (FIS files) and uses pre-programmed geometric algorithms to classify and quantity distresses by

type. These automated processing routines result in an unparalleled level of objectivity and efficiency in distress pattern recognition analysis. The image above illustrates the quantity of several distresses as well as the presence of a manhole, which was automatically scrubbed from the dataset.

In addition to the auto-quantification and classification of ASTM D6433 distresses, the LCMS2 device also operates as a Class I profile device that collects longitudinal profile (in the form of the International Roughness Index) and transverse profile (rutting) using advanced 3D profile laser scanning technology. The system is not subject to vehicle wander like other automated technologies, and it compensates for variation in driver ability. The adjacent images show the processing software's ability to calculate rutting width and depth following the AASHTO Taut Wire methodology. The solid white lines indicate there was no rutting in the left wheel path and that rutting was detected and measured in the right wheel path. Filters can also be applied to account for rehabilitation activity overlap, which can be as much as a ¼ inch depending on the application.





Cracking, Faulting, Texture, Bleeding, & Potholes – The LCMS2 allows IMS to conduct an objective distress survey, thus increasing the accuracy of an otherwise subjective manual survey. High-speed lasers and an onboard processing computer accurately measure the surface profile of the road. Included in this profile are all cracks and faults as small as 1/8" (2 mm) wide that pass beneath the lasers. Processing software then reduces and filters this information to determine the *total number of cracks, crack width/depth, as well as the crack interval*, plus faulting information. From this information, quantified crack data can be determined at both the sample and summary intervals. Crack identification includes all cracking such as alligator, transverse, longitudinal, map, and edge cracking (where applicable).

The LCMS2 device is also capable of automatically collecting, identifying, and reporting supplemental distresses such as bleeding and potholes on asphalt roadways.

**Rutting** – The LCMS device collects continuous 3D transverse profile data at 1-millimeter resolution at highway speed. This configuration is far superior to other types of vehicles that utilize three lasers or sonic transducers to calculate "relative rutting." Even five sensor units are sensitive to driver error since it is essential in that case that the driver keep the data collection vehicle's wheel exactly in the rutted wheel tracks (assuming that they fit).

The Taut Wire method is used to calculate the rut depth in both the right and left wheel track on a continuous basis. Either the right or deeper of the two-wheel path ruts may be used for rut depth calculations with the average rut depth for that wheel path reported for each section. Rut depth results, quantified by 3-4 severity thresholds (with break points at user-defined levels such as 0.25, 0.50 and 0.65 inches) and percentage of section will be provided for every segment.

Roughness – International Roughness Index (IRI) data is calculated in real time from continuous longitudinal profile data collected by the LCMS2's 3D profile device. To determine the road profile, data is simultaneously obtained from three devices: a pulse transducer-based distance-measuring instrument (DMI), high-speed 3D laser sensors operating at 112 MHz, and an accelerometer in conformance with ASTM E 950. The LCMS2 unit conforms to a Class I profiling device, and it can also "pause" over non-valid roadway sections such as localized maintenance activities, railroad crossings, or brick inlays and not affect the overall IRI value.

Distortions, Raveling, Patching, & Other Custom Attributes – While the LCMS automatically collects the majority of ASTM D6433 distresses, the LCMS platform can be configured to collect the remaining

distresses (raveling, distortions, and patching) using the integrated touchscreen. By means of a touchscreen-based tablet computer, highly trained IMS technicians input changes in observed distress severities and extents or identify specific roadway assets or attributes such as curb reveal or lip of gutter information. The touchscreen is integrated into the data flow through time code, GPS, DMI distance and inventory control. The data is then post-processed in the office to generate extent quantities for each observed distress severity level throughout every surveyed road section.





Page 4

#### **Optional Sub-Surface Distress Investigations**

Subsurface distress investigations are a valuable tool to assess the sub-grade condition of a roadway. If added to the scope, IMS can integrate the Structural Index (SI) as a component of each roadways final PCI score. To assess the subgrade strength of a roadway, a Dynaflect Device would be utilized for Asphalt and Concrete roadways in accordance with **ASTM** standards.

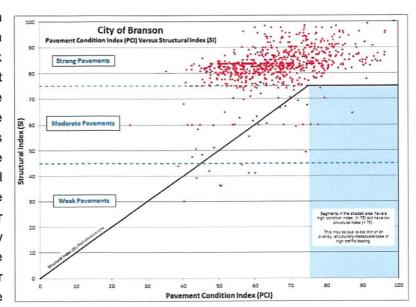
While deflection testing can be conducted on all roadways, generally IMS recommends that network-level testing be completed on the high traffic routes such as arterials and collectors. Deflection testing is typically completed at least once in each direction on every street segment (every 300 - 500 feet) along the outside lanes of the roadway. Testing shall be altered to an inside lane when it appears to be in a worse condition than the outside lane of the segment based on site observations. IMS will record the readings of a series of geophones for inclusion in the overall pavement condition



rating. These readings will then be used to determine the pavement strength, load transfer capabilities, and identify properties of the base and sub-grade.

Upon completion of the deflection survey a structural analysis is performed. Dynaflect's apply a known load to the pavement and measure the pavements response to the load. The structural adequacy of a road is expressed as a 0 to 100 score with several key ranges: roadways with a Structural Index greater than 75 are deemed to be structurally adequate for the loading and may be treated with lightweight surface treatments or thin overlays. Those between 50 and 75 typically reflect roads that require additional pavement thickness; and scores below 50 typically require reconstruction and increased base and pavement thickness.

The adjacent graph presents a sample structural adequacy plot of a recent client's roadway network against its average pavement The diagonal blue line condition. roadways separates that performing above expectations (above the line), from those that are not, (below the line). The small number of roadways falling below the diagonal line indicates this particular City, Branson, Missouri, has a low percentage of roadways that are structurally inadequate for their design load. This is typically the



result of insufficient base and structural materials during the original construction, or the application of overlays that were too thin during the lifetime of the roadway.



#### PCI Development, Analysis Configuration & Multi-Year Plan

Immediately following the completion of the field survey's IMS will begin processing the pavement distress severity and extent scores in an effort to develop a Pavement Condition Index (PCI) for each roadway segment. The condition results are analyzed by a team of IMS engineers, who then develop the City's multi-year pavement management plan. This section provides a brief summary of the functionality of the IMS pavement analysis in order to emphasize our implementation expertise as well as the abilities and constraints within a pavement analysis.

The purpose of pavement management is to produce cost effective maintenance programs that maximize available resources and roadway life. By incorporating key components of a cost benefit analysis into the analysis operating parameters, we can develop a game plan that is optimized to meet the needs of the City of Grand Prairie. In addition, the analysis operating parameters described within this section will be delivered in an easy to use Interactive Excel Spreadsheet (ESA) including the segment PCI data, pavement deterioration curves, triggers (priority weighting factors), and the prioritized multi-year rehabilitation plan. Everything is linked to GIS in the form of simple shape files or even a personal geodatabase.

#### Field Inspection Data and Pavement Condition Index (PCI)

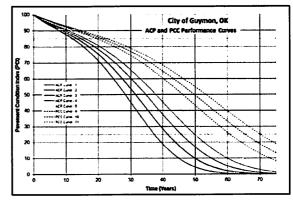
The IMS analysis allows you to store information regarding your pavements, including surface types, number of lanes, patching estimates, cross slopes, and sidewalk & curb types with replacement estimates. Pavement condition data including surface distress, roughness, and deflection results can be stored and analyzed. Using an in-house Pavement Manager Setup module, we can develop customized condition elements, distress types (load & non-load), Indices (SDI, RI, & SI), weightings, and overall PCI calculations.

In addition to the yearly programs, the net impact each budget scenario has on the expected condition of the road network over time can be determined. This budget impact can be illustrated both in terms of the yearly increase or decrease in the average network PCI score, PCI distribution, or % Backlog of roads that were not selected by the budgets. IMS converts the difficult to understand FHWA and ASTM D6433 data to a 0-10 distress rating scale with distress weighted factors (DWF), where DWF = {Area under D6433 deduct curves/3000}.

#### **Modeling and Performance Curves**

With an IMS analysis, you can forecast various budget scenarios to help you determine your ideal maintenance and rehabilitation schedule. The IMS approach will help you decide what rehab activities should be performed, when and where to perform them, and an ideal budget for your system to maintain it at a specific level of service.

IMS engineers use pavement deterioration models that can be customized to reflect the climatic conditions and structural characteristics of the Grand Prairie road



network. As a result, performance curves can be developed on factors such as functional class, pavement type and sub-grade strength.

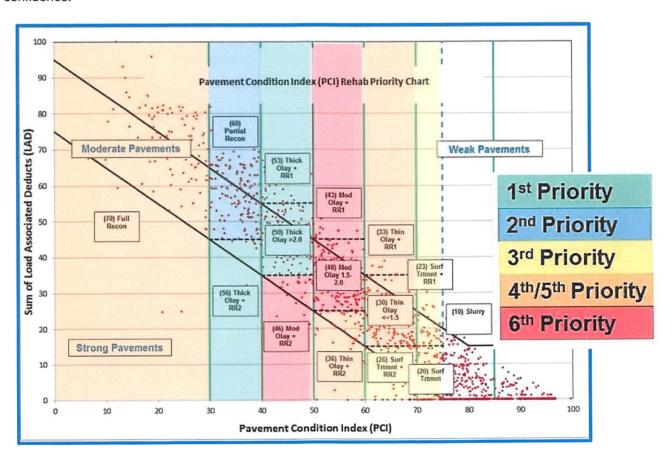


#### Set Points and Operating Parameters

One of the most important aspects of the IMS approach is determining the 'set points' or thresholds of the performance curves and other factors. In general, these set points determine what type of treatment will be selected given the current or predicted condition of a road segment over time.

For example, the scatter plot displayed below illustrates a potential rehab selection process that may be incorporated for Grand Prairie. Each dot represents the outcome of a pavement condition assessment on each segment in the road network. The X-axis is the pavement condition score while the Y-axis is a Structural Index (developed with the sum of load associated distresses). The boundaries created by the intersection of the vertical green lines and horizontal dashed black lines represent the potential rehabilitation strategy for those given conditions. Each maintenance and rehabilitation strategy is programmed to take place in the most optimal year for each roadway segment.

The color bands are also an effective way of illustrating the activity priorities through an analysis that takes into account critical PCI drops, also known as "cost of deferral." The IMS analysis specifically targets "critical segments", which is defined as segments that will drop into a more expensive treatment category if they are not selected now. By presenting the rehab strategies in a visual format such as this, the user, City staff, management, and Councils can easily understand, follow, and potentially modify the results with confidence.

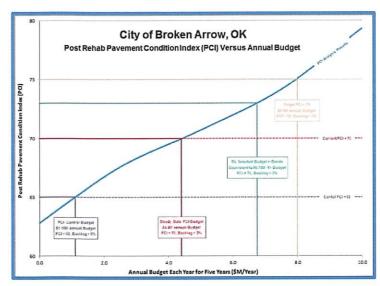




#### Rehabilitation Analysis

An unlimited number of pavement maintenance and rehabilitation strategies can be defined within our system. An analysis is then run, incorporating the performance curves, set points, filter criteria and rehab alternatives to identify the overall need in terms of rehab strategies and costs for the City's road network, for today as well as year on year for the next 5 to 10 years.

The IMS approach allows you to input any number of "what if" budget scenarios and produce prioritized yearly rehab programs based on those funding levels over a 5-



year analysis period. Typical budget scenarios include Budget \$/Year, Unlimited Budget \$, "Do Nothing" Budget, and a Target PCI Budget.

#### What is included in an IMS analysis & report?

- Street ownership and inventory/attribute report
- Present condition ranking detailed and summary condition data including; Good/Fair/Poor, Load
  Associated Distresses (LAD), Non-LAD, and Project reviews of each street in the network, as well
  as the network as a whole.
- Fix all budget analysis this identifies the upper limit of spending by rehabilitating all streets assuming unlimited funding.
- Do nothing analysis this identifies the effects of not performing roadway rehabilitation projects.
- Steady state rehabilitation life cycle analysis this identifies the minimum amount of rehabilitation that must be completed in order to maintain the existing level of service over 3, 5, or 10 years.
- PCI & funding levels what funding will be necessary to maintain a PCI of 75, 80, & 85.
- Plus or minus 50% and other additional runs additional budget runs are completed at rates of +50% and -50% of the suggested steady state analysis. Up to 10 budget scenarios will be run.
- Integration of capital projects and Master Plans ongoing and proposed projects that affect roadway rehabilitation planning will be incorporated into the analysis.
- Draft multi-year rehabilitation and prioritized paving plans based on need, available budget and level of service constraints; a minimum of three budget runs will be completed.
- Final prioritized paving plan incorporating feedback from stakeholder departments and utilities, complete with budget and level of service constraints.

An IMS pavement management program is comprehensive, from the data collection process to the implementation of software, and ensures that the City of Grand Prairie will have the capability to utilize the pavement condition data for the implementation of real-world maintenance and construction programs.

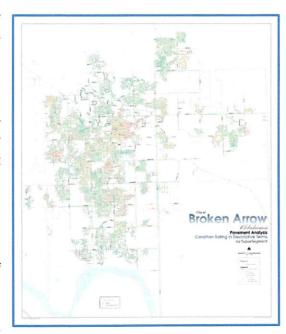


#### GIS Integration & Mapping

The role of GIS in asset management cannot be overstated. It is a powerful tool that provides the ability to handle and present vast amounts of data in an efficient manner. Not only does GIS allow an agency to visually plot textural data, it also establishes an easy access portal to the data through an efficient integration with many 3<sup>rd</sup> party asset management applications.

IMS kicks off every project by completing a brief review of the agency's GIS environment to assess suitability for network referencing, survey map preparation, and pavement management purposes. Our team will consume the City's existing GIS files and use the GIS as the basis for developing the network segmentation on a logical block-to-block or intersection-to-intersection basis. If the City retains an existing pavement inventory linked to an asset management system, no changes will be made unless approved by City staff.

The data collected by IMS is linked to the existing GIS environment and is supplied as a personal geodatabase, spatial database engine, Auto CAD files, or a series of shape files. IMS collects XY coordinates for all data elements using GPS technology coupled with inertial navigation and integrates with most 3<sup>rd</sup> party GIS applications, including ESRI.



At a minimum, the GIS supplied by the City should have an ownership attribute, functional classifications, contiguous line work, and be in a digital format such as shape files and/or personal/file geodatabases. As a supplemental task, IMS also offers full service "GIS Clean-Up" and "Functional Class Review" activities for agencies that require additional GIS development above and beyond standard network referencing activities. IMS can also compare the existing roadway inventory within any current asset management system to the City's GIS environment. If they do not match and a one-to-one relationship is required, IMS has the team available to develop the correct referencing information. This remains an optional activity to be conducted at the discretion of City staff.

#### For this assignment, GIS will be used in four key areas of work:

- 1. GIS will be used to verify the streets to be surveyed and to create the routing maps for use during the field surveys.
- The survey productivity will be tracked through the plotting of the GPS data collected during the field surveys. This will allow IMS to review all streets that have been covered, identify anomalies in the referencing, and spot missed streets.
- 3. GIS will be used in processing the distress and inventory data. By plotting the data, we can QA the data and identify data exceptions in addition to proofing out the GIS.
- 4. Personal geodatabases, spatial database engines, shape and/or KML files, can be created for the visual presentation of condition data and analysis results.

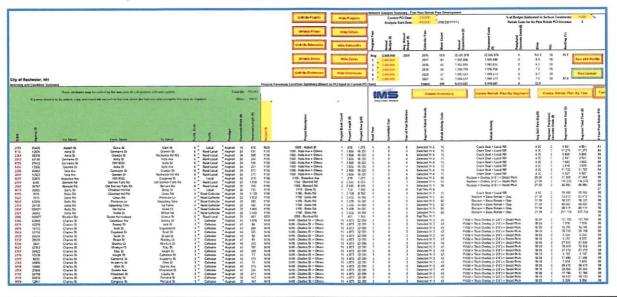


#### Easy Street Analysis (ESA) Spreadsheet

While the results of the survey will certainly be documented and bound into a final report that illustrates the findings of the survey, it is imperative that City staff have access to the pavement condition and analysis results without having to become software experts. While IMS is a leading expert with most 3<sup>rd</sup> party pavement management applications as mentioned in the previous section, we have engineered a simple, and easy to use Excel spreadsheet that utilizes the core metrics of any great pavement management system such as the ability to prioritize and optimize the multi-year plans.

The Easy street Analysis (ESA) spreadsheet will be programmed to develop a multi-year maintenance and rehabilitation plan using "cost of deferral" as a rehabilitation candidate selection constraint in an effort to introduce cost-benefit techniques into the City's pavement management plan. This will allow Grand Prairie to provide and demonstrate the most effective use of available funds. In addition, the ESA spreadsheet will have referenced deterioration curves for each functional classification, pavement type, and even pavement strength rating. The power of having the data in such an open architecture fashion allows the City to utilize 3rd party software in the future if desired. The spreadsheet will also contain a full suite of maintenance and rehabilitation techniques, unit rates, and associated PCI resets. The parameters of the analysis (Priority Weighting Factors) can also be modified and reprioritized on the fly, as well as being able to prioritize the top ten streets needing reconstruction or major rehabilitation. This will allow the City's data to evolve with the priorities of elected officials and department staff. Programmed priority weighting factors include functional classification, pavement type, and pavement strength while actual candidate selection is based on the incremental cost of deferral.

As seen in the image below, the analysis data in the spreadsheet is supplemented with many cells highlighted in yellow. The yellow highlighted cells simply indicate that they are "HOT" and can be modified by the end user. Two of the yellow cells shown below represent the Annual Budget and the Project ID. The Annual Budget cell can be modified with a new budget and the 5-year plan will automatically re-prioritize on the fly. While IMS will have already aggregated the City's segments (intersection-to-intersection) into viable projects (multiple segments strung together to form a logical project), the user has the ability to aggregate additional segments into a project or even remove a segment from a project without having to become a software expert.

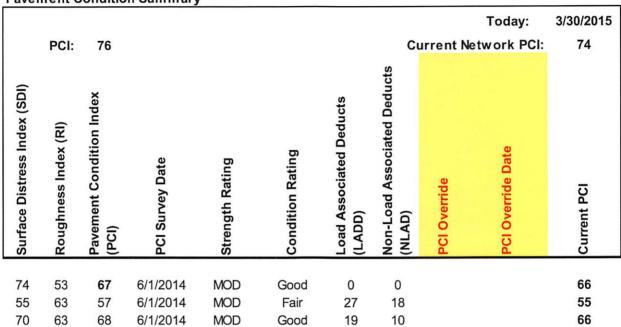




#### **ESA Functionality: Project Completion and PCI Overrides**

The spreadsheet also allows the City to refresh the 5-year plan by entering the maintenance and rehabilitation work completed. As seen in the image below, the spreadsheet is supplemented with "PCI Override" functionality. When work is completed on a particular segment, the user simply inserts the override PCI value along with a date. The spreadsheet then removes the segment from the 5-year plan and updates all referenced network PCI averages.

#### **Pavement Condition Summary**



#### Other features of the IMS Easy Street Analysis spreadsheet are as follows:

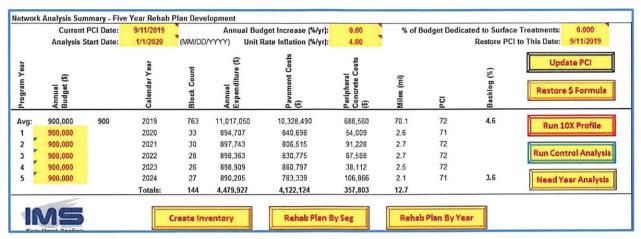
- Red triangle tips that trigger a dialogue box explaining cell contents.
- Ability to add new road segments and attributes on the fly.
- Modifiable distress indices for Grand Prairie field inspections.
- Input work completed and override segment level PCI scores.
- Prioritize by neighborhoods, zones, or districts.
- Ability to modify project lengths includes aggregating and splits.
- Commit projects and force "Must Do's" or "Must Never Do".
- Program varying annual budgets over a 5-year horizon.
- Commit a percentage of the budget to surface treatments if desired.
- Automated rehab plan prioritization and optimization.
- Macros that automatically sort and filter simple rehab and inventory lists.
- Ability to sync the spreadsheet with the Data Viewer though a .CSV file export.

While the spreadsheet is not meant to replace pavement management systems, it is an alternative for agencies that do not want to maintain the resources or staff to maintain a dedicated application. If a dedicated system is still desired, IMS will assess all other available 3<sup>rd</sup> party solutions. The ESA data integrates with GIS and is also easily exportable to be tied into PAVER, RoadManager, Lucity, Cartegraph, BeeHive, Cityworks or other software solutions.

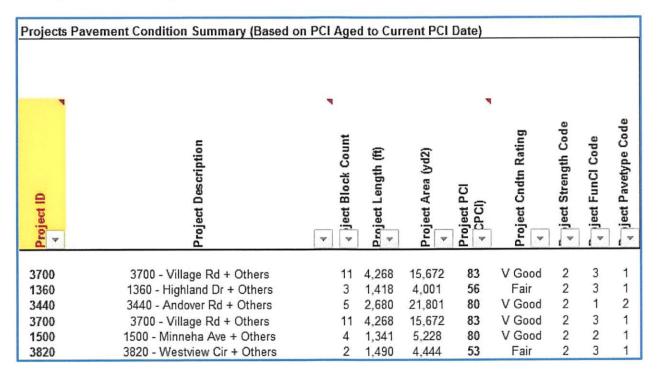


#### Additional Sample Images of the ESA Interactive Spreadsheet Functionality:

Running a budget model within ESA is as easy as typing in your annual budget each year for the next 5-years. After doing so the application will automatically run the model and develop an optimized 5-year rehabilitation plan that identifies the selected rehab candidates, their year of selection, and their cost.



Projects are multiple segments/blocks that have been aggregated together to form a logical project within the pavement management system. While changing the limits or size of a project is often difficult in many pavement management applications, doing so in ESA is as simple as entering in a new "Project ID". Nothing more is necessary.



The ESA application is configured with the City's appropriate rehabilitation activities and represents a very comprehensive pavement management program in the form of an Excel Spreadsheet. A full demo of the ESA application can be scheduled with City staff if desired.



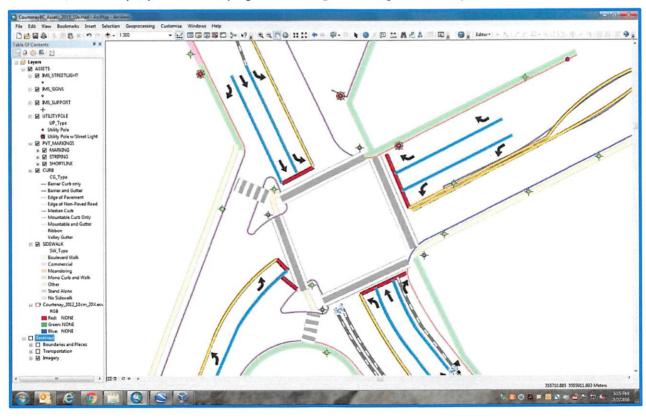
#### Right-of-Way Asset Inventories (Optional)

The IMS Laser RST uses high-end GPS coordinate data and digital cameras positioned so that all assets/attributes requiring data capture are visible with the front, side, and rear cameras. For the City of Grand Prairie, IMS has the capability to collect information for sidewalks, ADA Ramps, Curbs/Gutters and many other assets for location verification and condition assessment. IMS can also complete ADA compliance surveys on sidewalks, trails and paths utilizing the Sidewalk Surface Tester (SST). The right-of-way asset inventories are supplemented with air photos and GIS to ensure positional accuracy.

The IMS technology is an open architecture system that allows virtually any type of asset to be defined for collection of location, attribute, and condition data. Once an asset is observed, the operator toggles to the individual record input screen and proceeds to input the appropriate attribute and associated information. Wherever possible, "pick lists" are employed to streamline the data entry function and provide uniform, high quality data. IMS confirms the feature attributes to be collected with the client.

The images and GPS data are merged on a frame-by-frame basis. The images are then post-processed using a specialty piece of GIS and image viewing software. Using RST imagery, the existing centerline GIS, and aerial photography, IMS spatially plots each right-of-way asset in its real world location.

Prior to commencing each asset inventory, a document called the **Master Asset List** (MAL) will be developed, using each applicable exhibit as a starting point. The MAL defines what assets or inventory items are to be logged and what attributes will be extracted. The MAL also defines the methodology for condition rating each asset. Essentially the MAL is the direct equivalent of a "data dictionary" as it sets the rules for right-of-way asset data collection. The GIS screenshot below depicts an IMS asset inventory of sidewalks, ADA ramps, pavement striping and markings, curb & gutter and signs.





#### **Texas References**

#### City of Weatherford

Contact: Manny Palacios, Public Works Director: 802 East Oak Street, Weatherford, TX 76086

Phone: (817) 598-4241 Email: mpalacios@weatherfordtx.gov

Since 2006, IMS has performed three pavement condition surveys and provided a comprehensive pavement management analysis and report to the City for each project. IMS has also updated the City's **Cartegraph Navigator** software for each cycle. The 2012-13 project included a full network, pavement condition survey, including the development of a sign inventory for loading into Cartegraph PAVEMENTview and SIGNview modules as well as delivering images at 25-foot increments and a City Council presentation. The RST surveyed approximately 180 test miles for each of the data collection assignments. The City of Weatherford contracted again with IMS in Dec, 2019 for a new assessment.

#### City of Denton

Contact: Jeremy Schultz, Project Coordinator

Email: jeremy.schultz@cityofdenton.com

**Phone:** (940) 349-9439

Since 2008, IMS has been the City's dedicated pavement management consultant. IMS tested approximately 525 test miles of roadway and completed the upload, configuration and training for Cartegraph Navigator. In 2009, IMS also completed a right of way asset inventory of curb/gutter, sidewalks and barriers complete with three views of GIS linked images for loading and delivery. The pavement condition survey also included ground penetrating radar testing, roughness survey, and faling weight deflection testing. IMS completed another survey in 2015 on the entire Denton road inventory, including airport roads and parking lots. IMS configured and loaded all the data into the City's Cartegraph software. IMS also completed a total Sidewalk assessment for the City in 2019.

#### City of Keller

Contact: Alonzo Liñán, PTOE, PE, MPA, Director of Public Works

Email: <u>alinan@cityofkeller.com</u>

**Phone:** (817) 743-4081

Since 2004, IMS has performed three data collection projects with the City of Keller. IMS surveys approximately 260 miles of roadway. The IMS team has also completed deflection testing on the City's arterial and collector network for each project. To maintain the continuity of the data, IMS utilized the same ASTM D6433 data protocols and matched the City's existing Lucity database segmentation in each project. The City's Lucity pavement management module was configured to best meet the City's needs for maintenance and rehab operations. A detailed Lucity analysis and report was developed for City review. The City is currently under contract for a fourth project, which will also include the development of ROW asset databases, and ongoing IMS management of the Keller Lucity pavement management module.



#### 2020 Pavement Data Collection Project - Fee Schedule

The detailed budget presented below is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget approach to the assignment. The presented budget maintains the fee structure from the 2015 Grand Prairie project.

Task	Activity	Quant	Units	Unit Rate	Total				
IMS Infrastructure Management Services, LLC									
	Project Initiation								
1	Project Initiation & Set Up	1	LS	\$4,000.00	\$4,000.00				
2	Network Referencing & GIS Linkage	354	T-Mi	\$25.00	\$8,850.00				
	Field Surveys								
3	RST Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00				
4	RST Field Data Collection	354	T-Mi	\$112.00	\$39,648.00				
5	Collect Crossfall, Radius of Curvature, & Grade	354	T-Mi	\$10.00	\$3,540.00				
6	ROW Video Data Collection & Storage (GPS & Camera Configuration)	354	T-Mi	\$20.00	\$7,080.00				
	Data Management								
7	Data QA/QC, Processing, & Formatting	354	T-Mi	\$20.00	\$7,080.00				
8	Process Forward View Imagery at 15-25 foot Intervals	354	T-Mi	\$25.00	\$8,850.00				
9	Pavement Analysis & Budget Development and Final Report	1	LS	\$9,500.00	\$9,500.00				
	a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software		Includ	ded in Base Activities					
	b. Customizable Prioritization & Cost-Benefit Analysis		Includ	ded in Base Activities					
	c. Online ESA Spreadsheet Training via WebEx		includ	ded in Base Activities					
10	Project Management	1	LS	\$6,713.00	\$6,713.00				

				Project Total:	\$98,261.00
Optio	onal Service Items and Activities				
11	Field Data Collection - Residentials (inclluding above line items)	464	T-Mi	\$157.00	\$72,848.00
12	Dynaflect Mobilization	1	LS	\$3,000.00	\$3,000.00
13	Dynaflect Deflection Testing (Principle Arterials)	274	T-Mi	\$145.00	\$39,730.00
14	Sidewalk Inventory & Database Development	818	T-Mi	\$50.00	\$40,900.00
15	Curb & Gutter Database Development	818	T-Mi	\$50.00	\$40,900.00
16	Sign & Support Database Development	818	T-Mi	\$100.00	\$81,800.00
17	ADA Ramp Database Development	818	T-Mi	\$60.00	\$49,080.00
18	Street Light Database Development	818	T-Mi	\$50.00	\$40,900.00
19	Pavement Striping/Marking Database Development	818	T-Mi	\$60.00	\$49,080.00
20	IMSwe Browser Based Viewing Software (Site License Incl.)	1	LS	\$7,500.00	\$7,500.00
21	ESA/GIS Integration	1	LS	\$9,000.00	\$9,000.00

Thank you for considering IMS as a viable solution to your pavement management needs. We will strive to become an asset and extension of the City staff and team. If any questions arise, please do not hesitate to contact me at (417) 372-7021 or <a href="mailto:imyers@imsanalysis.com">imyers@imsanalysis.com</a>.

Regards,

#### **IMS Infrastructure Management Services**

Jeff Myers,

Client Services Manager





# MASTER SERVICES AGREEMENT PAVEMENT ANALYSIS SERVICES

THIS MASTER SERVICES AGREEMENT ("Agreement"), effective as of August 02, 2016 ("Effective Date"), is entered into by and between the North Central Texas Council of Governments ("NCTCOG"), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and IMS Infrastructure Management Services, LLC. ("Contractor"), with offices located at 1820 W Drake Drive, Suite 104, Tempe, AZ 85283.

# ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide pavement analysis services (hereinafter, "Services") to governmental entities participating in the North Texas SHARE program (hereinafter "Participating Entities") through a Master Interlocal Agreement with NCTCOG. The Contractor is being retained to provide services described below to Participating Entities based on the Contractor's demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Qualifications (hereinafter, "RFO"). The Contractor demonstrated they have the resources, experience, and qualifications to perform professional pavement analysis services, which is of interest to Participating Entities and was procured via RFQ. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor's response to NCTCOG RFP # NCT-2016-14.

#### ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in any written Request for Services issued by NCTCOG or Participating Entities. Any such Request for Services is hereby incorporated by reference and made a part of this Agreement, and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Request for Services, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Request for Services.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities' standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Request for Services shall be set forth in a Services Order. Contractor will not implement any changes or any new Services until a Services Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Services Order. Participating Entity shall not be liable for any amounts not included in a Request for Services in the absence of a fully executed amendment or Services Order.
- 2.4 Pricing for items found on the Pricing Sheet (Attachment 1) represent the maximum cost for each item offered by the Contractor. Pricing may be further negotiated by the Participating Entity and the Contractor, but is not to exceed the cap established in the Pricing Sheet (Attachment 1).

#### 2.5 NCTCOG Obligations

- 2.5.1 NCTCOG agrees to serve as a facilitator with respect to the Services.
- 2.5.2 NCTCOG shall make available a contract page on its NorthTexasSHARE.org website which will include contact information for the Contractor(s).

#### 2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for North Texas SHARE with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

#### 2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to conduct, instruct, and/or implement Pavement Analysis Services consistent with the requirements and intent of RFQ #NCT-2016-14.
- 2.7.2 Contractor shall provide all necessary field inspectors, vehicles, tools, equipment, and traffic control required to perform this work. The scope of services shall include, but not be limited to, items listed in Attachment 1, Pricing Sheet.
- 2.7.3 Contractor will be required to track and report to the NCTCOG on pavement analysis activities relating to the Agreement. The Contractor will be required to provide management reports to NCTCOG on a quarterly basis. Examples of management reports include, but are not limited to: New Engagement Reports (new engagements in reporting period), Billing/Invoice Reports (regular overview of billings for the reporting period), and Timecard Reports (regular overview of all time logged for reporting period).

#### ARTICLE III TERM

3.1 **Term.** This Agreement will commence on the Effective Date and remain in effect for an initial three (3) year period ending on December 31, 2019 (the "<u>Term</u>"), unless earlier terminated as provided herein. This Agreement may be renewed, at NCTCOG's sole discretion, for up to three (3) additional one (1) year terms. The total term of this Agreement shall not exceed six (6) years.

NCTCOG reserves the right to periodically procure pavement analysis services in the future to supplement the pool of Contractor(s), on an as needed basis. Contractor(s) with an existing Master Services Agreement(s) will not be required to respond to any such procurements which may occur during the term of this Agreement.

3.2 Termination. NCTCOG may terminate this Agreement and/or any Request for Service to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Request for Service, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Request for Service after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Request(s) for Service to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

# ARTICLE IV COMPENSATION

4.1 Remuneration. NCTCOG intends to make this Agreement available to other governmental entities through its shared services program. NCTCOG will utilize a 1% administrative fee, to be based upon the total contracted value that will apply to this Agreement, and any addendums, Request(s) for Service, etc., between the Contractor and NCTCOG or the Contractor and Participating Entity. The administrative fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. Payments and reporting should be submitted to:

**NCTCOG** 

ATTN: North Texas SHARE

PO Box 5888

Arlington, TX 76005-5888

Email: NorthTexasSHARE@nctcog.org

4.2 Invoices. Contractor shall submit an invoice to Participating Entities every month, or as otherwise stated in a Request for Service, for Services provided. Participating Entities shall pay undisputed amounts in such invoice within thirty (30) days of receipt. Invoices for service used by Participating Entities should be submitted to their respective jurisdictions and designees.

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Request(s) for Services. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

# ARTICLE V RELATIONSHIP BETWEEN THE PARTIES

5.1 Contractual Relationship. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

#### ARTICLE VI REPRESENTATION AND WARRANTIES

- 6.1 Representations and Warranties. Contractor represents and warrants that:
  - 6.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
  - 6.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
  - 6.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
  - 6.1.4 Contractor and its employees and sub-contractors have all of the necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
  - 6.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

# ARTICLE VII CONFIDENTIAL INFORMATION AND OWNERSHIP

- 7.1 Confidential Information. Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.
- 7.2 Ownership. Contractor acknowledges that NCTCOG or Participating Entities, as governmental entities, are subject to the Texas Public Information Act. All final documents, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation, whether after termination of this Agreement of otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation and other items for its archives. If for any

reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

# ARTICLE VIII GENERAL PROVISIONS

8.1 Notices. All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG: North Central Texas Council of Governments

P.O. Box 5888

Arlington, TX 76005-5888 Phone: (817) 695-2534

Email: northtexasshare@nctcog.org; kkirkpatrick@nctcog.org

Attn: North Texas SHARE

If to Contractor: I'ms Intrastructure Marageneral Services, LLC

Phone: 480 B39 4347 energy: 2thomason e ins-ist-com

The above contact information may be modified without requiring an amendment to the Agreement.

- **8.2 Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 8.3 Indemnification. Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.
- 8.4 Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.
  - Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.
- 8.5 Insurance. At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Request for Services between Contractor and Participating Entities. Further, Contractor shall require all contractors and subcontractors performing work for which the same liabilities may apply under this Agreement to do likewise. Contractor

may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

- 1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
- 2. Commercial General Liability:
  - a. Minimum Required Limits:

\$1,000,000 per occurrence

\$1,000,000 general aggregate

b. Commercial General Liability policy to include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and advertising injury liability;

Coverage C: Medical payments

Products: Completed operations

Fire legal liability

- c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance
- d. Attachment of Endorsement CG 20 10- additional insured
- e. All other endorsements shall require prior approval by the NCTCOG.
- 3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Minimum required limit: \$1,000,000 combined single limit.
- 4. Professional liability:
  - a. Minimum Required Limits:

\$1,000,000 each claim

\$1,000,000 policy aggregate

- 8.6 Conflict of Interest. During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 8.7 Force Majeure. It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 8.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 8.9 Availability of Funding. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the funding agencies by NCTCOG dedicated for the purposes of this Agreement.
- 8.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 8.11 Waiver. Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.

- 8.12 Entire Agreement. This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 8.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 8.14 Severability. In the event any one or more of the provisions contained in this Agreement 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(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 8.15 Amendments. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 8.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 8.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 8.18 Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

North Central Texas Council of Governments

Signature:

Name: Title:

Date:

IMS Infrastructure Management Services, LLC.

Signature: Name:

Name Title:

Date:

## ATTACHEMENT I

# Pricing Sheet IMS Infrastructure Management

			PROVI	DE PRICE PER	Unit Cost (\$)	
Item#	Description:	<u>Unit</u>	Unit Base Cost \$	0-200 Lane Miles	201-700 Lane Miles	701+ Lar Miles
1	Automatically and continuously measure pavement cracking, texture, rutting, width, and pavement type	Lane Mile <sup>1</sup>		\$142	\$117	\$.
2	Collect pavement surface distress through automated means	Lane Mile <sup>1</sup>		\$1	\$1	\$1
3	Provide a digital condition rating system to collect user defined severity/extent base pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	1250			
4	Collect dual-wheel path roughness data to International Roughness Index standards	Lane Mile <sup>1</sup>		\$1	\$1	
5	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in <b>Section 5</b> of the <b>Overview</b> in this bid. (Page 5	Lane Mile <sup>1</sup>		\$1	\$1	
6	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery)	Lane Mile <sup>1</sup>		\$14	\$12	\$
7	Collect sidewalk data to include location, length, width and condition and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Lane Mile <sup>1</sup>	2	\$50	\$45	Ś
8	Collect sidewalk ADA ramp data to include location, configuration, presence of truncated domes or other detectable warning feature, and condition and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Each	5			
9	Collect roadway sign data to include type and location and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Each	2.5			
10	Collect photos of ADA ramps, sidewalks, and/or roadway signs inventoried under items 7, 8, and 9 above.	Each	0.5			
11	Collect location of curb and gutter and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Linear Feet	0.01			
12	Collect location and type of visible in-pavement features such as valves, manhole covers, etc. and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Each	1			
13	Load assessment data for all Participant-maintained pavements into a pavement management software system required by local government Participant(s), if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	3750	50	\$5	ş
14	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	6000	\$0	\$5	5
15	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	1250	\$15	\$12	\$1
16	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433. Provide results compatible with the Participant's GIS database, if applicable	Lane Mile <sup>1</sup>		\$20	\$15	\$12
17	Calculate the International Roughness Index for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable	Lane Mile <sup>1</sup>		\$1	\$1	S1
18	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), and public safety emergency routes; and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Cost includes base cost plus lane mile unit cost.	Lane Mile <sup>1</sup>	1550	50	\$1	\$1
19	Estimate the annual budget required to meet the long term goals regarding desired pavement condition levels. Cost includes base cost plus lane mile unit cost.	Each Participant	4250	\$0	\$1	\$1
20	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff. Cost includes base cost plus lane mile unit cost.	Each Participant	2750	\$0	\$1	\$1
21 i	Recommend the computer hardware and software needed for successful mplementation, potentially including recommendations for licenses of pavement management system software and other geodatabase software as needed	Each Participant	1500			
22 a	frain Participant staff and provide assistance to the Public Works and IT Department as needed for the use of data collected through the fully automated system (20 person maximum per class)	Day	3250			
23 f	collect and analyze pavement structural condition information through the use of a alling weight deflectometer in accordance with industry standards on designated participant-owned roadways					
24	participant-towned roadways  Collect and analyze pavement structural condition information through the use of bround Penetrating Radar (GPR) in accordance with industry standards on designated participant-owned roadways					
25 P	intropante-white roadways  Sollect and analyze pavement structural condition information through the use of avement cores in accordance with industry standards on designated participant-wned roadways (traffic control included) <sup>2</sup>					
	dditional miscellaneous services, selected by Participant, not to exceed 15% of total					

<sup>\*\*</sup> See following sheet for definitions of terms on this page.

Lane mile is to be defined as a mile traveled as

- 1. A single pass on alleyways
- 2. A centered single pass on residential streets
  3. Includes the outside lane in each direction for collectors and arterials (2 total).

<sup>2</sup> Spacing for pavement cores to be negotiated with each participant.

Services to be negotiated with each community when requested. These items may require the service of an engineer, either provided by the client or contracted by the vendor.



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie. Texas

## Legislation Details (With Text)

File #: 20-10653 Version: 1 Name: Off Road Park

Type: Agenda Item Status: Consent Agenda

File created: 12/2/2020 In control: City Attorney

On agenda: 12/15/2020 Final action:

Title: Ground Lease with Urban Partners Development, LLC for 2401 W. Hunter Ferrell and 1921 W. Hunter

Ferrell for \$19,000 Annual Rent for a Ten (10) Year Term

Sponsors:

Indexes:

**Code sections:** 

Attachments: Leased Location

Date Ver. Action By Action Result

#### From

Megan Mahan

#### **Title**

Ground Lease with Urban Partners Development, LLC for 2401 W. Hunter Ferrell and 1921 W. Hunter Ferrell for \$19,000 Annual Rent for a Ten (10) Year Term

#### **Presenter**

Bill Hills, Deputy City Manager

#### **Recommended Action**

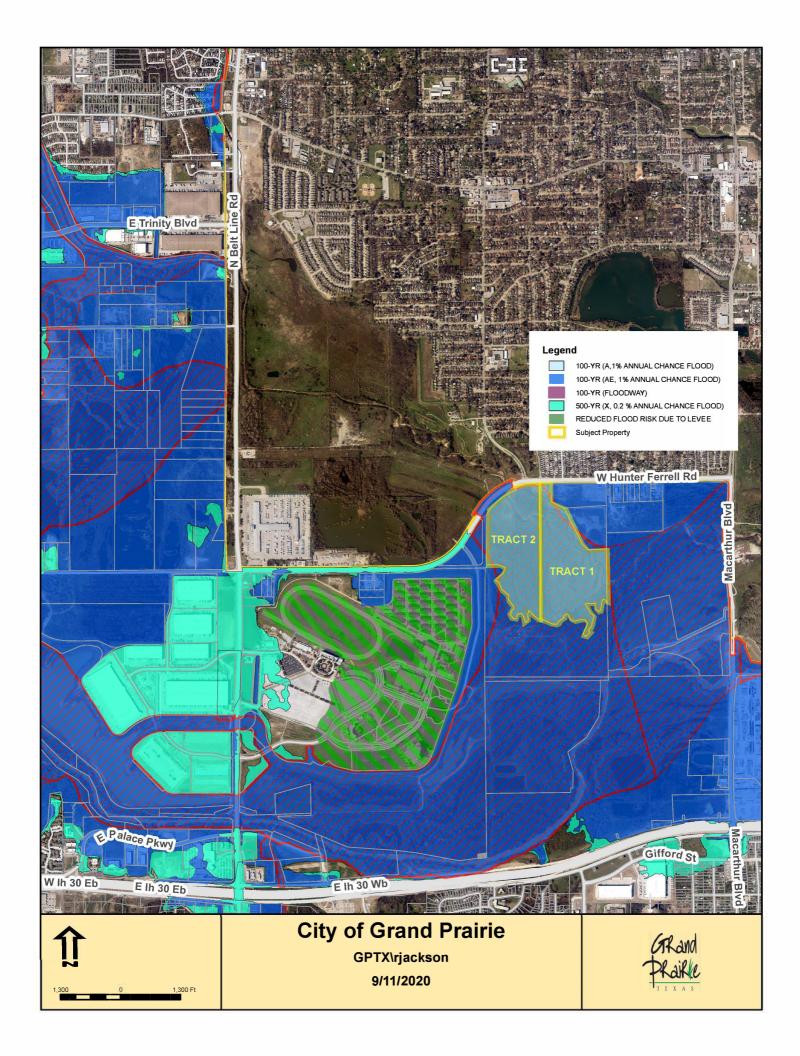
Approve

#### **Analysis**

Urban Partners Development, LLC (Tenant) wishes to lease two undeveloped tracts located within the floodplain, totaling approximately 127 acres. The attached map identifies "Tract 1" and "Tract 2" as the leased locations. The Tenant intends to use the property as an "Off-Road Park", meaning, a place where people can pay to drive their vehicles in rugged terrain. The rent will be \$19,000 annually and it will be a 10 year lease term.

#### **Financial Consideration**

Revenue generated from this lease will be deposited into the FY 2020/2021 General Fund.





# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10659 Version: 1 Name: Professional Services Contract with Rick Coleman

Type:Agenda ItemStatus:Consent AgendaFile created:12/3/2020In control:Parks & Recreation

On agenda: 12/15/2020 Final action:

Title: Independent Contractor/Personal Services contract for strategic planning at Epic Central for one year

with Rick Coleman in the annual amount not to exceed \$55,000, plus \$10,000.00 for approved reimbursables; with the option to renew for one (1) additional one (1) year period for a total amount of \$130,000 if all renewals are exercised; authorize City Manager to execute renewals under the same

terms as the original contract.

Sponsors:

Indexes:

**Code sections:** 

Attachments: 20-10659 EpicCentral Project Design -Rick Coleman.xlsx

Date Ver. Action By Action Result

### From

Gary Yakesch, Assistant Director of Parks Finance

### **Title**

Independent Contractor/Personal Services contract for strategic planning at Epic Central for one year with Rick Coleman in the annual amount not to exceed \$55,000, plus \$10,000.00 for approved reimbursables; with the option to renew for one (1) additional one (1) year period for a total amount of \$130,000 if all renewals are exercised; authorize City Manager to execute renewals under the same terms as the original contract.

### **Presenter**

Duane Strawn, Director of Parks, Arts and Recreation

### **Recommended Action**

Approve

### **Analysis**

Staff wishes that the City enter into a personal services contract with Rick Coleman for EpicCentral to develop and create a workplan for large-scale events and festivals, seek sponsorship and partnership opportunities for large-scale events and festivals, develop marketing and branding protocols, and aid in the strategic planning needs for certain construction elements of EpicCentral to include water entertainment elements.

Payments will be made monthly and be subject to required monthly executive reporting; Mr. Coleman will invoice the City monthly. An annual amount of \$55,000 has been set aside for the personal services contract fulfillment along with an estimated \$10,000 for reimbursables, as needed.

While the contract does contain one renewal option, if EpicCentral opens in the middle of a contract term, the City will exercise the 30 day termination clause, so that the contract will not continue after the opening.

## File #: 20-10659, Version: 1

This item was presented to the Finance and Government Committee on December 15, 2020 for review and approval.

## **Financial Consideration**

Funding for a personal services contract with Rick Coleman, in the annual amount of \$55,000, is available in the EpicCentral Capital Projects (360093) WO #6272222 (EpicCentral Project Design).



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10660 Version: 1 Name: Professional Services Contract with Jason Alan

Smith

Type: Agenda Item Status: Consent Agenda

File created: 12/3/2020 In control: Parks & Recreation

On agenda: 12/15/2020 Final action:

Title: Independent Contractor/Personal Services contract for strategic planning at Epic Central for one year

with Jason Alan Smith in the annual amount not to exceed \$35,000, plus \$5,000 for approved reimbursable expenses; with the option to renew for one (1) additional one (1) year period for a total amount of \$80,000 if all renewals are exercised; authorize City Manager to execute renewals under

the same terms as the original contract

Sponsors:

Indexes:

Code sections:

Attachments: 20-10660 EpicCentral Project Design -Jaosn Alan Smith.xlsx

Date Ver. Action By Action Result

### From

Gary Yakesch, Assistant Director of Parks Finance

### **Title**

Independent Contractor/Personal Services contract for strategic planning at Epic Central for one year with Jason Alan Smith in the annual amount not to exceed \$35,000, plus \$5,000 for approved reimbursable expenses; with the option to renew for one (1) additional one (1) year period for a total amount of \$80,000 if all renewals are exercised; authorize City Manager to execute renewals under the same terms as the original contract

### **Presenter**

Duane Strawn, Director of Parks, Arts and Recreation

### **Recommended Action**

Approve

## **Analysis**

Staff wishes that the City enter into a personal services contract with Jason Alan Smith for EpicCentral to develop and create a work plan for small and localized events and programming, seek sponsorship and partnership opportunities for localized events and programming, develop standard operating procedures for localized events and programming, and aide in the development of marketing and branding protocols for localized events and programming.

Payments will be made monthly and be subject to required monthly executive reporting; Mr. Smith will invoice the City monthly. An annual amount of \$35,000 has been set aside for the personal services contract fulfillment along with an estimated \$5,000 for reimbursable expenses, as needed.

## File #: 20-10660, Version: 1

While the contract does contain one renewal, option, if EpicCentral opens in the middle of a contract term, the City will exercise the 30 day termination clause, so that the contract will not continue after the opening.

This item was presented to the Finance and Government Committee on December 15, 2020 for review and approval.

## **Financial Consideration**

Funding for a personal services contract with Jason Alan Smith in the annual amount of \$35,000 is available in the EpicCentral Capital Projects (360093) WO #6272222 (EpicCentral Project Design).



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10662 Version: 1 Name: Amendment No.1 to extend Professional Planning

Services contract terms with Kendig Keast Collaborative for planning, corridor studies, and urban design of Pioneer Parkway from the City Limits at Asia Times Square to Belt Line Road.

Type: Agenda Item Status: Consent Agenda

File created: 12/3/2020 In control: Planning

On agenda: 12/15/2020 Final action:

Title: Amendment No.1 to extend Professional Planning Services contract terms to September 2021 with

Kendig Keast Collaborative for planning, corridor studies, and urban design of Pioneer Parkway from

the City Limits at Asia Times Square to Belt Line Road

Sponsors:

Indexes:

**Code sections:** 

Attachments: Revised TIMELINE 11.17.2020.docx

20-10662 Pioneer Parkway Ubran Design

Date Ver. Action By Action Result

#### **From**

Rashad Jackson, Director of Planning and Development

#### Title

Amendment No.1 to extend Professional Planning Services contract terms to September 2021 with Kendig Keast Collaborative for planning, corridor studies, and urban design of Pioneer Parkway from the City Limits at Asia Times Square to Belt Line Road

### **Presenter**

Rashad Jackson, Director of Planning and Development

## **Recommended Action**

Approve

### **Analysis**

In early 2020, the City of Grand Prairie engaged Kendig Keast to conduct an analysis and to recommend design strategies for Pioneer Parkway. The project is associated with the possibility of designating Pioneer Parkway as an International Corridor. Due to COVID related delays, the project was postponed. The delays have required the need to extend the initial terms of the professional service contract. The initial contract project completion date was June 2020. The new project completion date will be September 2021. No additional funds are part of this contract amendment.

Kendig Keast Collaborative (KKC) will provide professional community planning services to assist the City in completing a Design Strategy for Pioneer Parkway that highlights and honors the area's heritage and emerging international character, which starts in Arlington and extends eastward to Grand Prairie's Asia Times Square Marketplace. Design concepts will focus primarily on the public property realm, with some recommendations for

## File #: 20-10662, Version: 1

private property to enhance the international character (approx. 3.5 miles).

## **Financial Consideration**

Funding for Amendment No.1 to extend Professional Planning Services contract terms with Kendig Keast Collaborative, is available in the Street Capital Projects Fund (400192) WO #01917101 (Pioneer Parkway Urban Design) - \$90,575.50 to date paid: \$24,164.41, remaining to be paid: \$66,411.09.



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10665 Version: 1 Name: Contract for Credit Card Payment System with

OpenEdge

Type: Agenda Item Status: Consent Agenda

File created: 12/3/2020 In control: Engineering

On agenda: 12/15/2020 Final action:

Title: Contract for Credit Card Payment System with sole source provider OpenEdge for an initial term of 1

year with options to renew annually; OpenEdge will have an effective rate of 0.95% (estimated at \$11,964 annually); Authorize the City Manager to execute up to 5 renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as enough funding is appropriated by the City Council to satisfy the City's obligation during the renewal

terms; additional renewals past 5 require additional City Council approval

Sponsors:

Indexes:

Code sections:

Attachments: Open\_Edge Contract.pdf

Sole Source Letter.pdf

Date Ver. Action By Action Result

### From

Thao Vo

### **Title**

Contract for Credit Card Payment System with sole source provider OpenEdge for an initial term of 1 year with options to renew annually; OpenEdge will have an effective rate of 0.95% (estimated at \$11,964 annually); Authorize the City Manager to execute up to 5 renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as enough funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms; additional renewals past 5 require additional City Council approval

### **Presenter**

Thao Vo, Audit Services Internal Auditor

## **Recommended Action**

Approve

### **Analysis**

Tyler Technologies MyGovPay is a citizen facing online payment portal which is part of the EnerGov CSS. It requires no custom programming and allows CSS to process payments without worry of PCI compliance. MyGovPay requires an agreement with a 3<sup>rd</sup> Party Gateway and OpenEdge is the sole source partner of the Tyler Technologies EnerGov software. OpenEdge is the integrated credit card processor for automated bank reconciliation, direct refunds to credit card accounts and one step voided payments.

File #: 20-10665, Version: 1

## **Financial Consideration**

OpenEdge will have an effective rate of 0.95%. Based on an analysis of \$104,854 in revenues a month (Building Inspections Credit Card Revenue - FY 2020) there will be an approximate cost to the City in the amount of \$997 per month. OpenEdge has also submitted an IC + Fee Lock Guarantee for the term of the contract. Funds are available in the FY2020/2021 Pooled Investment Fund budget 223810-61425 and will be charged accordingly through the end of the fiscal year. Funding for future fiscal years will be paid from that year's approved budget.



## Merchant Application

	Moronant	rpphoation	1					
Business Information								
Merchant's DBA Name/Outlet Name:		Merchant's Legal Name:						
The City of Grand Prairie (Planning & Development)		The City of Grand Prairie						
Physical Street Address (No P.O. Box): 300 W Main St		Legal Address: 300 W Main St						
City, State, Zip: Grand Prairie, TX 75050		City, State, Zip: Grand Prairie, TX 75050						
DBA Phone: (972) 237-8230	Fax:	Corp. Phone: (972) 237-8230		Fax:				
Contact Name at this Address:		Contact Name at this Address:						
Rob Ard		Rob Ard						
E-Mail: rard@gptx.org		E-Mail: rard@gptx.org						
Customer Service Phone # (Required for MOTO and	**	ra. a@gpa.c.g						
(972) 237-8230 Website Address (Required for Internet merchants):								
website Address (Negalied for Internet merchants).								
Merchant Profile								
Ticker Symbol:		Market Type:		Sales Profile (Must equal 100%)	)			
Type of Ownership: ☐ Sole Proprietor	☐ Partnership	□ Retail	□ Supermarket	Card Swiped	30			
☐ Corporation ☐ LLC	☐ Professional Assoc.	☐ Restaurant	□ Emerging Market	Manual Keyed with Imprint	0			
☐ Tax Exempt Org (501C: ☐ 3 ☐ 4 ☐ 10)	☑ Government/Municipality	☐ Lodging	☐ Public Sector	Mail Order/Telephone	70			
Type of Goods or Services Sold:	SIC Code:	☑ MO/TO	□ Auto Rental	Internet	0			
Local Government Permitting & Licensing	9399	<ul><li>□ P-Card</li><li>□ E-Commerce</li></ul>	<ul><li>□ Cash Advance</li><li>□ Other</li></ul>	Total	100			
Years in Business Under Current Ownership:	Federal Tax ID #:							
111	756000543							
Do you currently accept AMEX/Visa/MasterCard/Disc	cover? ☑ Yes □ No							
Does merchant accept transactions before the custo	mer receives product or service? $\Box$	Yes ☑ No	If yes:					
How long does customer wait before product is	received? day(s)	% of sales in this cat	tegory					
% cost that is prepayment?								
Does merchant offer warranties, dues, subscriptions,	•	ices? ☐ Yes ☑ No	If yes:					
Duration of extended service or benefit (in week	•							
Annual Amex/Visa/MC/Discover Sales: \$7,027,217.00	0 Average Ticket: \$180.0	0 Total Am	ex/Visa/MC/Discover Sal	es (multiple locations only):				
	Member Bank (A	cquirer) Informa	tion					
	Wells Fargo Bank, P.O. Box 6079 -							
Important Member Bank (Acquirer) Responsibilitie		•	ant Responsibilities					
<ol> <li>A Visa Member is the only entity approved to extendirectly to a merchant.</li> </ol>	end acceptance of Visa products	Ensure compliance with cardholder data security and storage requirements.     Maintain fraud and chargebacks below thresholds.						
A Visa Member must be a principal (signer) to the	Card Services Agreement.	<ol><li>Review and un</li></ol>	derstand the terms of the	Card Services Agreement.				
<ol> <li>The Visa Member is responsible for and must prov</li> <li>The Visa Member is responsible for all funds held</li> </ol>		4. Comply with Vi	sa International Operating	Regulations.				
settlement.	in reserve that are derived from							
<ol><li>The Visa Member is responsible for educating Mer Operating Regulations with which Merchants must</li></ol>								
Merchant Resources	Compiy.							
You may download "Visa Regulations" from Visa at	t:							
https://usa.visa.com/dam/VCOM/download/about-v You may download "MasterCard Rules" from Maste		The responsibilities	s listed above do not supe	ersede terms of the Card Services A	greement			
http://www.mastercard.us/en-us/about-mastercard/v				derstands some important obligation the ultimate authority should the Me				
You may download additional Merchant information		have any problems	, , ,	the didinate authority should the Me	iciani			
http://www.discovernetwork.com/merchants/index.l You may download "American Express Merchant C								
https://icm.aexp-static.com/Internet/NGMS/US_en/								
Merchant's Signature:	Name (printed):	1	Γitle:	Date				
	William Hills	(	City Manager					
	•		on, manager					

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

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	Plan Type	New	Existing	Existing Merchant #	Discount Rate	Per Item	Per Autl
<b>√</b>	VISA Credit	<b>✓</b>	N/A	N/A	0.1500%	\$0.0000	\$0.080
7	VISA Check	<b>✓</b>	N/A	N/A	0.1500%	\$0.0000	\$0.080
]	MasterCard Credit	<b>√</b>	N/A	N/A	0.1500%	\$0.0000	\$0.080
1	Debit MasterCard	<b>✓</b>	N/A	N/A	0.1500%	\$0.0000	\$0.080
1	Discover Credit	<b>√</b>		N/A	0.1500%	\$0.0000	\$0.080
1	Discover Check	<b>√</b>			0.1500%	\$0.0000	\$0.080
1	PayPal Credit (card present)	$\checkmark$		N/A	0.1500%	\$0.0000	\$0.08
1	Diners Club, China Union Pay, JCB				2.8500%	\$0.1500	
1	Debit (other than Visa or MC)	$\checkmark$				\$0.2900	
1	EBT	$\checkmark$				\$0.3500	
1	American Express				0.1500%	\$0.0000	\$0.08
1	American Express Prepaid				0.1500%	\$0.0000	\$0.08
lei	rchant FNS#		Cash Be	enefits: ☐ YES ☐ NO	1	Daily Discount: ☐ YES	☑NO
	harges: (Non-Qualified surcharges	are marked	"NQ" and are	e per-occurence)			
rch	harges:	İ	☐ Pass-Thro	nuah Plus	☑ Inte	erchange Plus	
	Rewards Discount		1 435-11110	Pass-Through Plus	i inte		
				rass-Illiougii rius			
	Mid-Qualified Discount						
	Non-Qualified Discount						
et o	f additional fees/rates can be found on pages 2 and 4	of this Card San	icas Agreement cor	stract under the headings "Other Fo	es" and "Association Fees and	A Accesements "	
) U	r additional reestrates can be found on pages 2 and 4	or tries card Serv	vices Agreement cor	illact under the headings. Other re	es and Association rees and	Assessments.	
	regoing discount rate, per item and authorization fees						
	es Merchant for the most favorable interchange rates a						
	n to the rate quoted. See "Other Fees" section of this nd other percentage fees are calculated by multiplying		•				-
	able. See Section 13 of the Card Services Terms and						
worl	k organization.						
	K Organization:						, ,,
ne	er Fees (Per occurrence fees market	d with a *)					
	er Fees (Per occurrence fees marker Non-Refundable Application Fe		V	/irtual Site Survey Fee *		Chargeback Fee *	
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0.0000% GP Fee - Risk Assessment Fee \$0.0000 GP Fee - Risk Assessment Fee PI

\$0.0300 GP Fee - VISA Account Verification Fee Debit \* \$0.0700 GP Fee - VISA Account Verification Fee Intl \*

\$0.0085 GP Fee - VISA Kilobyte Fee

# DocuSign Envelope ID: FA16B99B-61C0-4F02-BC6B-84CC0B4AA468

IWe hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, includence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

\*\*Name (Province)\*\*

x	, an individual			•			
Signature of Guarantor (please sign below) X	, an individual		Name (printed	I):			
Owner/Officer Information	, an muividual						
Complete Owner/Officer Information must be with authority or control. An owner or person							
Name: Titu	le:	Equity Owned:	Date of Birth (mm. 09/09/1999			ecurity #:	Home Phone #: (972) 237-8008
Home Address: 300 W Main St			City: Grand Prairie		State: TX	<i>Zip Code:</i> 75050	Years There: 35
Former Address (if less than 1 year at current address).			City:		State:	Zip Code:	Years There:
Name: Titu	'e: I	Equity Owned:	Date of Birth (mm	/dd/yyyy):	Social Se	ecurity #:	Home Phone #:
Home Address:			City:		State:	Zip Code:	Years There:
Former Address (if less than 1 year at current address).	;		City:		State:	Zip Code:	Years There:
Name Tit	le:	Equity Owned:	Date of Birth (mm	/dd/yyyy):	Social Se	ecurity #:	Home Phone #:
Home Address:			City:		State:	Zip Code:	Years There:
Former Address (if less than 1 year at current address).			City:		State:	Zip Code:	Years There:
Name Titi	le:	Equity Owned:	Date of Birth (mm.	/dd/yyyy):	Social Se	ecurity #:	Home Phone #:
Home Address:			City:		State:	Zip Code:	Years There:
Former Address (if less than 1 year at current address).	:		City:		State:	Zip Code:	Years There:
Is any owner, officer, director, employee, or agent a current or former official government-owned commercial enterprise; a family member of any of the fo							l party; an executive of a
Bank Information (Attach Voided Check or B	ank Letter):						
1	DDA/Checking Account#:	Deposit	Discount	Chargebacks		_	
Bank 1 111900659 Bank 2	1787947843						
Bank 3							
Bank 4	stad by Calaa Danraaa	entativo)					
Merchant Site Survey Report (To be Completed Merchant Location: ☐ Retail Location		Office Building	☐ Reside	ence	☐ Oth	er:	
Surrounding Area:   Commercial  Does the amount of inventory and merchandise or	☐ Industrial ☐	Residential				☐ Yes ☐ No	
If no, explain:		yes, was the Ful			☐ Yes	□ No	
The Merchant: □ Owns	☐ Leases the busine	•	illillinent i lousen	ispecteu:	□ 1C3	□ 1 <b>10</b>	
Further comments by inspector (must complete):  I hereby verify that this application has been fully cor at this address and the information stated above is tr				pected the b	usiness	premises of the	merchant
Verified and inspected by (print name):	Representative Signa	iture: X				Date:	
Sales Rep Name: S	ales Rep Code:	Sales Phon	ne Number:		Sales	Email Address:	
Amex annual volume < \$1,000,000   ✓ YES	NO	Amex Acceptar	nce ☑ YES □ N	0		Amex Marketi	ng ☑ YES □ NO

DocuSign Envelope ID: FA16B99B-61C0-4F02-BC6B-84CC0B4AA468

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <a href="https://www.americanexpress.com/privacy">https://www.americanexpress.com/privacy</a> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's Card acceptance program.

Express approval of the application, the ontry will be provided with the rejection welcoming it to remember Express of our deseptance program.						
Merchant's Signature		Name (printed):	Title:	Date:		
X		William Hills	City Manager			
Hardware						
Quantity	Hardware Device	Rental/Purchase	Unit Price			

Special Instructions:

Rate Table: Y (IC+)

Global Terminal Type: ZP2

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

ıesti	

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	☑ YES	□ NO	□ N/A
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	□ YES	☑ NO	□ N/A
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	☐ YES	☑ NO	□ N/A
The signing merchant listed below has experienced an account data compromise.	□ YES	☑ NO (I	☐ N/A have never accepted payment cards)
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	□ YES	☑ NO	□ N/A
Data (even il encrypted) alter the transaction has been authorized.		(1	have never accepted payment cards)
Merchant utilizes an EMV enabled terminal	☐ YES	☑ NO	□ N/A

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

### Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions for Government Entities, revision number v2.2020, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS &

## IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Name (printed):	Title:	Date:
William Hills	City Manager	
Name (printed):	Title:	Date:
Name (printed):	Name of Member (printed):	Date:
	William Hills  Name (printed):  Name (printed):  Name (printed):  Name (printed):	William Hills City Manager  Name (printed): Title:  Name (printed): Title:  Name (printed): Title:  Title:

Merchant's Electronic Signature Details:

Logged In User: IP Address: Date and Time:

<sup>\*</sup>Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

## CARD SERVICES TERMS & CONDITIONS – GOVERNMENT ENTITIES

#### GENERAL.

- 1.1. The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and Mastercard International, Inc. ("Mastercard"). Global Direct is a registered independent sales organization of Visa®, a member service provider of Mastercard®, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express®, Discover® and PayPal® transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Card Services Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB®, China UnionPay®, Diner's Club® and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Card Services Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A Merchant's submission of a transaction to Global Direct shall be deemed to signify Merchant's Acceptance of the Card Services Agreement, including the Terms and Conditions herein.
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination.

## 2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express, Diners Club and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.
- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or

- government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").
- 2.3. Provisions regarding debit card services are set forth in section 27 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 29 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 30 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

#### 3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry ("PCI") Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. To the maximum extent permissible under applicable law, Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs except to the extent that such fines, fees or costs arise solely from the gross negligence or willful misconduct of Global Direct.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both: (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws"); and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal

**Information**"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent permissible under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

- 3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form a part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.
- 4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.
- 5. PAYMENT, CHARGES AND FEES. Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions. Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, fines, penalties, etc. charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

## 6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software

related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). If Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct if any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent permissible under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent permissible under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.
- 6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing Services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing Services under this Card Services Agreement to any other party.
- 6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any

third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

- 7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.
- 8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its: (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.
- 9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the prior written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.

## 10. WARRANTIES AND REPRESENTATIONS.

10.1. Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation PCI Data Security Standards, Visa's Cardholder Information Security Program and Mastercard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. If that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

- 10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.
- 10.3. Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.
- 11. INDEMNITY. Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent permissible under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by

operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Card Services Agreement, including the foregoing indemnities to the extent permissible under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

#### 12. LIMITATION OF LIABILITY.

- 12.1. Neither Member nor Global Direct shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.
- 12.2. The liability of Global Direct and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed three months average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement. This shall be the extent of Global Direct's and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.
- 12.3. Under no circumstances shall Global Direct or Member by liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of placement of a merchant's name on any terminated merchant list for any reason even if Global Direct or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Card Services Agreement.
- 12.4.It is agreed that in no event will Global Direct or Member be liable for any claim, loss, billing error, damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, if a billing error occurs, within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.
- 12.5. Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.

### 13. TERM AND TERMINATION.

- 13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year (the "Initial Term"). The Card Services Agreement will automatically renew for additional one year periods ("Renewal Term" or "Renewal Terms", and together with the Initial Term, the "Term") unless Merchant gives 30 days' advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant's state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.
- 13.2. Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or if Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.
- 13.3. If Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.
- 13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. If a termination occurs, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.
- 14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due

hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

### 15. RESERVE ACCOUNT.

- 15.1.At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent permissible under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.
- 15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.

### 16. **DEFAULT/SECURITY INTEREST.**

16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence; (b) the Reserve Account; (c) any rights to receive credits or payments under this Card Services Agreement; and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that: (a) Merchant has good and valid rights and title to the property described herein; (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity; (c) no other person or entity has a security interest or lien in any of the property described herein; and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent permissible under applicable law, are described above in section 15.

16.2. Merchant also agrees that, if a default by Merchant occurs, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

### 17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

- 17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.
- 17.2. Class Action Waiver: Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class-wide basis.
- 17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").
- 18. **AMENDMENTS.** Global Direct may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by Global Direct either through written communication or on its Merchant website located at: https://reporting.globalpay.com. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Merchant hereunder may be changed immediately and without prior written notice to Merchant, provided that Global Direct will notify Merchant of any such changes promptly, either through written communication or on the Merchant website listed above. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease.
- 19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
- 20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection

with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

- 21. **GENERAL.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.
- 22. **NOTICES.** All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.
- 23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
- 24. **EFFECTIVE DATE.** This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.
- 25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("**Depository**") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
- 26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, if Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

## 27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.

27.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for

- Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.
- 27.2. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section 27 shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.
- 27.3.If the Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section 27 shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Card Services Agreement to any parent, subsidiary, affiliate, or successor-in-interest.
- 28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS. If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.
- 29. **DECLINE MINIMIZER SERVICES.** If Merchant elects to use Global Direct's Decline Minimizer Service (as defined below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it

periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

#### 30. CALLPOP OPENEDGE SERVICES.

- 30.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "CallPop OpenEdge Services") for Merchant's sole use with its internal business operations.
- 30.2. If Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Card Services Agreement pursuant to the termination and/or suspension rights specified in the Card Services Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.
- 30.3. Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or non-infringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.
- 31. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program

Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

32. PAYPAL MARKS. PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

### 33. AMERICAN EXPRESS CARD ACCEPTANCE.

- 33.1.If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.
- 33.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 33 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 33, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.
- 33.3.Merchant hereby agrees that, if Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and

- other fees payable by Merchant for American Express Card acceptance. "**High Charge Volume Merchant**" for purposes of this section 33 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling 12-month period or (ii) greater than \$100,000 in American Express charge volume in any 3 consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.
- 33.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 33.5.In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the PCI Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.
- 33.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 33.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

### 34. ELECTRONIC SIGNATURES.

- 34.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Card Services Agreement and related documents, (b) you consent and intend to be bound by the Card Services Agreement and related documents; and (c) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 34.2. By pressing Submit, you agree: (a) that the Card Services Agreement and related documents shall be effective by electronic means; (b) to be bound by the terms and conditions of this Card Services Agreement and related documents; (c) that you have the ability to print or otherwise store the Card Services Agreement and related documents; and (d) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

## 35. SURCHARGES/OTHER FEES.

35.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced

are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear in the Surcharge Addendum attached, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

- 35.2. The items listed in this section 35 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.
- 35.3.In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:
  - 35.4. Merchant will also be assessed: (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions; (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions; and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.
  - 35.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.
  - 35.6. Merchant will also be assessed a Discover Network Authorization Fee.
  - 35.7. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.
  - 35.8. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and

prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

### SURCHARGE ADDENDUM FOR PREDOMINANT MARKET SECTORS

### Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

### **Restaurant Electronic Merchant**

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

## **Supermarket Electronic Merchant**

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### **Emerging Market Electronic Merchant**

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system. Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "**Direct Marketer**" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

### **MOTO Electronic Merchant**

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions,
   Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions. Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

### **Public Sector Electronic Merchant**

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### **Purchase Card Electronic Merchant**

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address. Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction. Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

## **Lodging/Auto Rental Electronic Merchant**

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card

transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount. Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who: (a) accept credit cards for advance payment; (b) guarantee reservations using a credit card; or (c) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

## **Paper Deposit Merchant**

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

### **Debit Card Merchant**

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

## **Card Present / Mag Stripe Failure:**

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

**Global Payments Direct Inc.** is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

**Debit sponsorship** is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

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## Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

### Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not acceptservice.

# IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account

Complete Owner/Officer Information with authority or control. An own						
Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):		Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at c	urrent address):		City:	State:	Zip Code:	Years There:
Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social S	Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at c	urrent address):		City:	State:	Zip Code:	Years There:
Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social S	Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at c	urrent address):		City:	State:	Zip Code:	Years There:
Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social S	Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at c	urrent address):		City:	State:	Zip Code:	Years There:
Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social S	Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at c	urrent address):		City:	State:	Zip Code:	Years There:
Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social S	Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at c	urrent address):		City:	State:	Zip Code:	Years There:
Merchant's Signature:	Name (Printed):		Title:		Date:	
	William Hills		City Manager			



**Certificate Of Completion** 

Envelope Id: FA16B99B61C04F02BC6B84CC0B4AA468

Subject: Please DocuSign: Grand Prairie App.pdf

Source Envelope:

Document Pages: 27 Signatures: 0 **Envelope Originator:** Initials: 0 Certificate Pages: 1 Jordan Sumner 2675 W 600 N AutoNav: Enabled Lindon, UT 84042

Envelopeld Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

jordan.sumner@openedgepay.com

IP Address: 4.14.150.135

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Status: Sent

**Record Tracking** 

Status: Original Holder: Jordan Sumner Location: DocuSign

12/2/2020 10:39:41 AM jordan.sumner@openedgepay.com

**Signature Timestamp** Signer Events

William Hills bhills@aptx.org

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

**In Person Signer Events Signature Timestamp** 

**Editor Delivery Events Timestamp** 

**Status** 

**Agent Delivery Events** Status **Timestamp** 

**Intermediary Delivery Events Status Timestamp** 

**Certified Delivery Events Status Timestamp** 

**Carbon Copy Events** Status **Timestamp** 

Thao Vo tvo@gptx.org

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Sent: 12/2/2020 10:59:50 AM COPIED Viewed: 12/2/2020 11:01:41 AM

**Witness Events Signature Timestamp** 

**Notary Events Signature Timestamp** 

**Envelope Summary Events Status Timestamps** 

**Envelope Sent** Hashed/Encrypted 12/2/2020 10:42:56 AM

**Payment Events** Status Timestamps



One Tyler Drive Yarmouth, ME 04096

P: 800.772.2260 F: 207.781.2459

www.tylertech.com

October 27, 2020

RE: Sole Source Open Edge Integrated Solution

To Whom it May Concern:

This letter is to confirm that OpenEdge Payments LLC (OpenEdge), operating as Global Payments Integrated, a division of Global Payments, Inc., owns all right, title and license in and to the OpenEdge payment processing solution and related services (collectively, the "OpenEdge Solution"). OpenEdge is the only authorized developer and licensor of the OpenEdge Solution and, except as set forth in agreements with its marketing partners, is the only entity authorized to implement, promote and maintain the OpenEdge Solution.

Tyler Technologies, Inc. ("Tyler") is an authorized marketing partner of OpenEdge. The OpenEdge Solution is a preferred payment processing solution of Tyler that directly integrates with mutually agreed upon Tyler software products, including those Tyler software products that have been identified to you as "EnerGov."

The OpenEdge Solution is the only solution provider with a Tyler-authorized integration including automated bank reconciliation, direct refunds to credit card accounts, and one-step voided payments.

Tyler is contractually authorized to include the OpenEdge Solution, including the terms and conditions applicable to that solution, in Tyler-client contracts or amendments thereto.

Please let me know if you have any questions.

Regards,

Robert Kennedy-Jensen Director of Contracts



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10666 Version: 1 Name: Change Order/Amendment No. 5 with McMahon

Contracting, L.P. in the net negative amount of (\$7,231.22) for Paving, Drainage and Water

Improvements in Ragland Road and Day Miar Road

Type: Agenda Item Status: Consent Agenda

File created: 12/3/2020 In control: Engineering

On agenda: 12/15/2020 Final action:

**Title:** Change Order/Amendment No. 5 with McMahon Contracting, L.P. in the net negative amount of

(\$7,231.22) for Paving, Drainage and Water Improvements in Ragland Road and Day Miar Road

Sponsors:

Indexes:

Code sections:

Attachments: 619.76 Ragland.xlsx

Date Ver. Action By Action Result

#### From

George Fanous

#### Title

Change Order/Amendment No. 5 with McMahon Contracting, L.P. in the net negative amount of (\$7,231.22) for Paving, Drainage and Water Improvements in Ragland Road and Day Miar Road

#### Presenter

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

#### **Recommended Action**

Approve

#### **Analysis**

On January 7, 2020 City Council approved a 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

**Proposed Change order/Amendment No 5** in the net negative amount of (\$7,231.22) provides for an increase of 17,725 Square yards of hydro-mulch seeding, 5,330 square yards of erosion control mat and 2" temporary irrigation service line for the entry monument feature; it also provides for a decrease of 4,916 square yards of grass sod. Proposed change order No. 5 has a total increase of \$36,275.38 and a total decease of (\$43,506.60) for a cumulative amount of \$79,781.98 and a net negative amount of (\$7,231.22).

Change order/Amendment No 1 in the amount of \$ 10,458.94 provided for Waterline adjustment due to a

#### File #: 20-10666, Version: 1

conflict with proposed Storm sewer pipe.

Change order/Amendment No 2 in the net amount of \$627.58 provided for pavement and subgrade modifications.

Change order/Amendment No 3 in the net negative amount of (\$15,810.26) provided for additional concrete driveway pavement, regrading of ditches, tree removal and quantity modifications of regular and high early strength concrete pavement.

Change order/Amendment No 4 in the net negative amount of (\$40,310.47) provided for reducing 25 street light foundations and 670 linear feet of 2" electrical conduits; it also provided for additional 16 linear feet of 18" storm drain pipe and head wall.

The revised completion date for this project is scheduled for December 31, 2020.

#### **Financial Consideration**

No funding is required for this proposed Change Order/Amendment No. 5 in the negative amount of (\$7,231.22), project funding is available in the Street Capital Project Fund (400192) WO #01907603 (Ragland Reconstruction STRT).



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10670 Version: 1 Name: Agreement to lease SendPro P Service Mail Sorting

and Postage Hardware with Software from Pitney

Bowes, Inc.

Type: Agenda Item Status: Consent Agenda

File created: 12/4/2020 In control: Engineering

On agenda: 12/15/2020 Final action:

Title: Agreement to lease SendPro P Series Mail Sorting and Postage Hardware with Software for four

years from Pitney Bowes Inc. through a national inter-local agreement with BuyBoard at an estimated

annual cost of \$16,822 for a total cost for all four years of \$67,286

Sponsors:

Indexes:

Code sections:

Attachments: City of Grand Prairie Lease.pdf

**Expenditure Information Form.doc** 

Date Ver. Action By Action Result

#### From

Felicia S. Diggs

#### **Title**

Agreement to lease SendPro P Series Mail Sorting and Postage Hardware with Software for four years from Pitney Bowes Inc. through a national inter-local agreement with BuyBoard at an estimated annual cost of \$16,822 for a total cost for all four years of \$67,286

#### Presenter

Gabe Johnson, Director of Public Works

#### **Recommended Action**

Approve

#### **Analysis**

This contract will be for mail sorting and postage hardware with software from Pitney Bowes Inc. through a national inter-local agreement with Buy Board at an estimated annual cost of \$16,822.

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

#### File #: 20-10670, Version: 1

Texas. They use the power of numbers as leverage to get better prices with the same vendors we use now.

Pitney Bowes through their BuyBoard contract 576-18 offers mail sorting and postage hardware and software.

The BuyBoard contract began December 1, 2018 and will expire November 30, 2021.

#### **Financial Consideration**

Funds are available in FY 2020/2021 Water Wastewater Fund (361010 - 61485) Revenue Management and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.



#### State and Local Fair Market Value Lease

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 Ac	reer	men	t Nu	mber			_

**Your Business Information** Full Legal Name of Lessee / DBA Name of Lessee Tax ID # (FEIN/TIN) CITY OF GRAND PRAIRIE 756000543 Sold-To: Address 317 College St, Grand Prairie, TX, 75050-5636, US **Sold-To: Contact Name** Sold-To: Contact Phone # Sold-To: Account # 0011569010 Ann Searcey 972-237-8000 Bill-To: Address 317 College St, Grand Prairie, TX, 75050-5636, US **Bill-To: Contact Name Bill-To: Contact Phone #** Bill-To: Account # Bill-To: Email 972-237-8000 0011569010 Ann Searcey asearcey@gptx.org Ship-To: Address 317 College St, Grand Prairie, TX, 75050-5636, US Ship-To: Contact Name Ship-To: Contact Phone # Ship-To: Account #

0011569010

9722378201

PO#

Sylvia Molinar

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWV	5lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA4	500 Dept Analytics
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSJ	Connect+ 270 LPM Speed
1	AZBD	SendPro P3000 Series WOW
1	AZBE	SendPro P Series Mono Print Module
1	CAAC1	Premium Cost Accounting for PSeries
1	M9SS	Mailstream Intellilink Services
1	ME1D	Meter Equipment - P Series, HV
1	MSD2	15" Color Touch Display
1	MSPS	SendPro P Series Power Stacker

1	MW90806	Power Stacker Extension
1	MW96000	Weighing Platform
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	РТК3	SendPro P Series Meter Integration
1	SJM3	SoftGuard for SendPro P3000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard
1	SPE	SendPro Enterprise Offer
	BAS2SPE	SPE Bus. Analysis Whiteglove Followup
	SMS1SPE	SPE SPS MID Assist Service
1	SPE-BASIC-1000	SendPro Enterprise Basic Sub 1000
1	SPE22	Low to Mid Volume 4" Label Printer
1	SPE30	100 lb. Tabletop Scale
	SPEPS	SPE Implementation
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro Enterprise Offer)
1	TS1M	ENVELOPES #10 GUMMED, WHITE
1	TS31	Low to Mid Vol Cont. Therm Direct Labels
		<del></del>

Initial Term: 48 months	Initial Payment Amount	:	( ) Tax Exempt Certificate Attached
Number of Months	Monthly Amount	Billed Quarterly at*	( ) Tax Exempt Certificate Not Required
48	\$ 1,401.79	\$ 4,205.37	( ) Purchase Power® transaction fees included
*Does not include any applicable sales, u	se, or property taxes which will be billed separa	ately.	(X) Purchase Power® transaction fees extra
Your Signature Below			
payments in each subsequen make the payments is denied satisfactory to us evidencing	t fiscal period through the end of yo , you may terminate this Lease on t the Governing Body's denial of an a	our Lease Term. If your appropriation requence he last day of the fiscal period for which further to continue this Leappropriation sufficient to continue this Leappropriation.	current fiscal period, and shall use your best efforts to obtain funds to make a est to your legislative body, or funding authority ("Governing Body") for funds to nds have been appropriated, upon (i) submission of documentation reasonable lese for the next succeeding fiscal period, and (ii) satisfaction of all charges and priated, including the return of the equipment at your expense.
http://www.pb.com/states and after we have completed ou ValueMAX® equipment protect	are incorporated by reference (coll r credit and documentation approcition program (see Section L9 of the r that software located at <a additional="" agreement").="" an="" and="" below.="" bowes="" fee<="" for="" have="" href="http://www.n&lt;/th&gt;&lt;th&gt;lectively, this " pitney="" process="" signed="" terms="" terms)="" th="" the="" vals=""><th>erative's contract, including the Pitney Bowes Terms, which are available at conditions of this Agreement will govern this transaction and be binding on use lease requires you either provide proof of insurance or participate in the less included in the Order, additional terms apply which are available/software-and-subscription-terms-and-conditions.html. Those additional term</th></a>	erative's contract, including the Pitney Bowes Terms, which are available at conditions of this Agreement will govern this transaction and be binding on use lease requires you either provide proof of insurance or participate in the less included in the Order, additional terms apply which are available/software-and-subscription-terms-and-conditions.html. Those additional term	
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		Pitney	Bowes Signature
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State/Entity's Contract#  Lessee Signature			
State/Entity's Contract#  Lessee Signature  Print Name		Print I	

stephanie.norris@pb.com

Email Address

Stephanie Norris
Account Rep Name

PBGFS Acceptance



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10642 Version: 1 Name: LGC agreement

Type: Resolution Status: Consent Agenda

File created: 11/30/2020 In control: City Attorney

On agenda: 12/15/2020 Final action:

Title: Resolution amending Resolution 5126-2020 for a Chapter 380 Economic Development Agreement

with Grand Prairie Local Government Corporation to increase the cash grant to a total of \$2,900,000 to be used for purchase and maintenance of real property; identify the property located at 401 W. Church Street as a suitable site for the location, relocation or expansion of a business within the City

Sponsors:

Indexes:

**Code sections:** 

Attachments: 20-10593 Chapter 380 Economic Development

Date Ver. Action By Action Result

#### **From**

Megan Mahan

#### Title

Resolution amending Resolution 5126-2020 for a Chapter 380 Economic Development Agreement with Grand Prairie Local Government Corporation to increase the cash grant to a total of \$2,900,000 to be used for purchase and maintenance of real property; identify the property located at 401 W. Church Street as a suitable site for the location, relocation or expansion of a business within the City

#### **Presenter**

Megan Mahan, City Attorney

#### **Recommended Action**

Approve

#### **Analysis**

The City created the Economic Development Department to oversee programs authorized by Texas law and approved by the City Council. Included among those programs are ones authorized by Chapter 380 of the Texas Local Government Code (the "Program"), to promote state and local economic development and to stimulate business and commercial activity in the City.

Grand Prairie has determined that this Program will directly establish a public purpose - and that all transactions involving the use of public funds and resources in the establishment and administration of the Program as authorized will promote state and local economic development and will stimulate and promote business and commercial activity in the City.

To assist in governmental functions relating and to promoting economic development within the City, City

desires the Grand Prairie Local Government Corporation ("GPLGC") to establish a program, in coordination with City's economic development programs, to purchase and consolidate ownership or real property within the City identified as suitable for the location, relocation, and/or expansion of businesses within the City. GPLGC has advised that a contributing factor that would induce GPLGC to establish such a program and make it financially feasible to purchase properties identified as part of such program, a grant of funds is necessary to establish a pool available to GPLGC to purchase identified properties. This agreement creates this fund. Staff has determined that making an economic development grant to the GPLGC in accordance with this Agreement is consistent with City's Economic Development Program and will (i) further City's objectives, (2) benefit City and City's inhabitants, and (iii) promote local economic development and stimulate business and commercial activity in the City.

This Resolution will amend Resolution 5126-2020 to increase the cash grant to a total of \$2,900,000. The City has identified that the property located at 401 W. Church Street is a suitable site for the location, relocation or expansion of a business within the City.

#### **Financial Consideration**

Funding for the cash grant, in the amount of \$2,900,000, is available in the Capital Reserve Fund (402590) WO #02110303 (FY21 ECO DEV Projects).

#### ..Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, TO AMEND RESOLUTION 5126-2020 FOR A CHAPTER 380 PROGRAM AGREEMENT TO INCREASE THE TOTAL INCENTIVE TO \$2,900,000 IN ECONOMIC DEVELOPMENT INCENTIVES WITH GRAND PRAIRIE LOCAL GOVERNMENT CORPORATION

WHEREAS, Grand Prairie Local Government Corporation ("GPLGC") is organized for the purpose of aiding, assisting, and acting on behalf of City in the performance of City's governmental functions to promote the common good and general welfare of the City on behalf of the City, the promotion of economic development, the acquisition, development and redevelopment of real property within the City, the construction and/or operation of City facilities; and to perform such other governmental purposes of the City as may be determined from time to time by the city council of the City (the "City Council"); and

WHEREAS, GPLGC's Bylaws, as approved by the City Council, grants to GBLGC the authority to (i) own, purchase, lease, develop, redevelop, construct, maintain, and dispose of real and personal property; and (ii) contract with the City, political subdivisions, units of governments, and other persons and non-governmental entities; and

WHEREAS, as a manner of assisting City in City's governmental functions relating to the promotion of economic development within the City, City desires GPLGC to establish a program, in coordination with City's economic development programs, to purchase and consolidate ownership or real property within the City that has been identified as suitable for the location, relocation, and/or expansion of businesses within the City; and

WHEREAS, GPLGC has advised City that a contributing factor that would induce GPLGC to establish the foregoing program and to make it financially feasible to purchase properties that identified as part of such program, a grant of funds is necessary to establish a pool of funds available to GPLGC to purchase identified properties; and

WHEREAS, City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic

File #: 20-10642, Version: 1

development and to stimulate business and commercial activity in the City; and

WHEREAS, City has determined that making an economic development grant to the GPLGC in accordance with this Agreement is in accordance with City's Economic Development Program and will (i) further City's objectives, (2) benefit City and City's inhabitants, and (iii) promote local economic development and stimulate business and commercial activity in the City.

**WHEREAS**, the City Council has determined that it is in the public interest to enter into a Chapter 380 Program Agreement for Economic Development Incentives.

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

SECTION 1. The granting of an incentive in the total revised amount of \$2,900,000 through a Chapter 380 incentive agreement is approved, and the City Manager is hereby authorized to execute contracts to effectuate this approval.

SECTION 2. The property located at 401 W. Church Street is a suitable site for the location, relocation or expansion of a business within the City.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF DECEMBER, 2020



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10649 Version: 1 Name: Investment Policy 2020

Type: Resolution Status: Consent Agenda

File created: 12/1/2020 In control: Finance

On agenda: 12/15/2020 Final action:

Title: Resolution approving the City's Investment Policy

Sponsors:

Indexes:

**Code sections:** 

Attachments: Investment Policy Dec 2020 Update.pdf

Date Ver. Action By Action Result

#### **From**

**Investment Committee** 

#### **Title**

Resolution approving the City's Investment Policy

#### **Presenter**

Brady Olsen, Treasury & Debt Manager

#### **Recommended Action**

Approve

#### **Analysis**

The City's Investment Policy is reviewed at least annually in accordance with State Law, Public Funds Investment Act of Texas (PFIA), or as deemed appropriate through other circumstances.

The scope of the City's amended investment policies will apply to investments of the Sports Corp, unless otherwise indicated. However, the investments for the Sports Corp will be separately and discretely managed apart from City funds. Any changes related to the Sports Corp will also be reviewed and approved by that body.

The substantive sections that have changed for the City include:

Updating the policy with law and title changes

Allowing greater use of out-of-state municipal bonds to take advantage of market opportunities

#### **Financial Consideration**

There is no financial impact.

#### **Body**

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING THE CITY OF

# GRAND PRAIRIE REVISED INVESTMENT POLICY TO BECOME EFFECTIVE UPON PASSAGE AND APPROVAL

- WHEREAS, it is the goal of the City to maintain a long-term, stable, and positive financial condition;
- WHEREAS, well-planned and prudent public funds investment management is essential to achievement of the City's goal;
- WHEREAS, the City is required by State Law to review, revise if necessary, and adopt the City Investment Policy on an annual basis.

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

- SECTION 1. THAT the City Council hereby adopts the Investment Policy, attached as Exhibit A, including revisions to the Policy pursuant to Sections 2 and 3.
- SECTION 2. THAT Authorized Investments as listed in Section IV be revised to allow out of state revenue debt; and
- SECTION 3. THAT a greater portion of out-of-state municipal securities be allowed in the portfolio.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, DECEMBER 15, 2020.

#### CITY OF GRAND PRAIRIE

#### INVESTMENT POLICIES

December 17th, 2019 December 15th 2020

Formatted: Superscript

Prepared by the Finance Department

Approved by the City Manager (Originally approved March, 1986)
Adopted by the City Council December 17th, 2019 December 15h 2020

# INVESTMENT POLICIES Table of Contents

		Page No.
I.	Introduction	1
П.	Responsibility	1
III.	Investment Committee	2
IV.	Authorized Investments	2
V.	Prohibited Investments	4
VI.	Diversification	4
VII.	Qualifying Institutions	5
VIII.	Safekeeping	5
IX.	Collateral Securities for Certificates of Deposit and Demand Accounts	5
X.	Investment Practice - General	6
XI.	Reporting	7
XII.	Training	8
XIII.	Strategy	8
XIV.	Indemnity	8
XV.	Policy Revisions	9

#### CITY OF GRAND PRAIRIE INVESTMENT POLICIES MARCH 1, 1986

As Revised December 17, 2019

#### I. Introduction and Scope

The City of Grand Prairie ("City") shall manage and invest its cash with three objectives, listed in order of priority: preservation and safety of principal, liquidity, and yield. The preservation and safety of the principal invested always remains the primary objective.

Cash management is defined as the process of managing monies in order to ensure optimum cash availability and optimum yield on short-term investment of idle cash. Pursued objectives include expediting revenue receipts and slowing down disbursements of cash.

The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of its available cash.

The Public Funds Investment Act Chapter 2256 Government Code of Texas as amended prescribes that each city is to adopt rules governing its investment practices. The "Investment Policies" are intended to fulfill the requirements of this State law.

Further, as administrative agent of the Grand Prairie Sports Facilities Development Corporation, Inc, ("the Sports Corp") the scope of the City's investment policies will apply to investments of the Sports Corp, unless otherwise indicated. However, the investments for the Sports Corp will be separately and discretely managed apart from City funds.

#### II. Responsibility

These policies are developed by the City Manager to guide the Chief Financial Officer and staff in investment matters. The overriding goal of the Investment Policies is to enable the City to achieve the objectives of preservation and safety of principal, liquidity and yield while conducting its operations consistent with the Council-Manager form of government established in the City Charter.

The purpose of the Investment Policies is to provide guidelines for the Chief Financial Officer in planning and directing the City's day-to-day investment affairs and in developing recommendations to the City Manager.

The City Manager designates the Chief Financial Officer as the City's chief investment officer. The Treasury and Debt Manager, Controller, and Treasury Analyst are designated as additional investment officers. The Chief Financial Officer is responsible for the City's comprehensive cash management program, including the administration of the Investment Policies. The Chief Financial Officer is responsible for considering the quality and capability of staff involved in investment management and procedures. The Chief Financial Officer shall be responsible for authorizing investments and the Treasury and Debt Manager shall account for investments and pledged collateral in order to maintain appropriate internal controls. The Controller shall be responsible for recording investments in the City's books of accounts. The Internal Audit staff shall audit records monthly and the external auditors will review for management controls on investments and adherence to policy as required by law.

#### III. Investment Committee

An Investment Committee consisting of the Treasury Analyst, Treasury and Debt Manager, Controller, Chief Financial Officer, and Deputy City Manager shall meet as frequently as necessary to review the City's investment portfolio. The committee shall also meet as necessary to add or delete a financial institution or broker/dealer from the list of institutions with whom the City may do business or to conduct other business. The committee shall also meet to review prospectuses, financial statements and other performance data on Money Market Mutual Funds and shall formulate recommendations on the advisability of investing in specific funds for the consideration of the City Council.

Any three of the five investment committee members constitute a quorum. The Treasury and Debt Manager shall serve as chairman of the committee, and maintain written record of investment committee meetings.

#### IV. Authorized Investments

The City and Sports Corp may only invest in:

- Obligations of the United States or its agencies and instrumentalities (except for derivatives and mortgage pass-through securities).
- Municipal Securities (State, City, County, school or road district general obligation or revenue bonds) (out-of-state bonds shall only be general obligation bonds) with a remaining maturity of three years or less which have received a rating by at least two nationally recognized credit rating agencies of at least A or its equivalent.
- 3. Commercial paper with a stated maturity of 365 days or less from the date of its issuance that is rated at least A-1, P-1, or the equivalent by at least one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state thereof. The Sports Corp only allows this quality of commercial paper if managed through a local government investment pool.
- 64. Public Funds Investment Pool with a weighted average maturity of 90 days or less whose investment objectives include seeking to maintain a stable net asset value of \$1 per share. An investment pool shall invest funds in authorized investments permitted by the Public Funds Investment Act. The pool must enter into a contract approved (by resolution) by the Grand Prairie City Council to provide investment services to the City or by the Sports Corporation Board to provide services to the Sports Corp

The pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. The pool must provide monthly reports that contain:

- the types and percentage breakdown of securities in which the pool is invested;
- the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
- the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;

- the book value versus the market value of the pool's portfolio, using amortized cost valuation;
- the size of the pool;
- the number of participants in the pool;
- the custodian bank that is safekeeping the assets of the pool;
- a listing of daily transaction activity of the entity participating in the pool;
- the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
- the portfolio managers of the pool; and
- any changes or addenda to the offering circular.
- a. To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool that uses amortize cost or fair value accounting must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1.00 net asset value, when rounded and expressed to two decimal places. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, the governing body of the public funds investment pool shall take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool that uses amortized cost shall report yield to its investors in accordance with regulations if the federal Securities and Exchange Commission applicable to reporting by money market funds.
- b. To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed;
  - equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or
  - of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.
- c. To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.
- 75. An SEC-registered, no-load money market mutual fund approved (by resolution) by the City Council with a dollar-weighted average portfolio maturity of 90 days or less whose investment objectives include seeking to maintain a stable net asset value of \$1 per share. By state law the City is not authorized to invest in the aggregate more than 80 percent of its monthly average fund balance, excluding bond proceeds, in money market mutual funds described in this subsection or to invest its funds or funds under its control, excluding bond proceeds, in any one money market mutual fund in an amount that exceeds 10 percent of the total assets of the money market mutual fund.
- 86. Collateralized or insured certificates of deposit and other evidences of deposit at federally insured banks, fully guaranteed or insured by the FDIC (Federal Deposit Insurance Corporation) in the State of Texas.

#### V. Prohibited Investments

The City's authorized investment options are more restrictive than those allowed by State law. Furthermore, this policy specifically prohibits investment in the following investment securities.

- 1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- 2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- 3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- 4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

#### VI. Diversification

Investments shall be diversified to reduce the risk of loss resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities.

The asset mix of the City's and Sports Corp portfolio is expressed in terms of maximum commitment so as to allow flexibility to take advantage of market conditions. This policy represents the allowable maximum at the point in time that an investment is placed or security bought, as maturities and call features may affect the portfolio distribution. The asset mix requirements are as follows:

	% City Max	% Sports Corp Max
U.S. Treasury Bills and Notes	100	100
U.S. Agency or Instrumentality Obligations (each type)	25 (a)	40
Repurchase Agreements (except for Bond	20	20
Proceeds)		
Municipal Securities (total)	40	40
Municipal Securities (out-of-state)	<del>20</del> 40	<del>20</del> 40
Certificates of Deposit (per institution)	20	20
Money Market Mutual Fund	50 (b)	50 (b)
Public Funds Investment Pool	50	80 <u>100</u>

- (a) Total agency investments limited to no more than 100% of the total portfolio.
- (b) State law allows up to 80% of monthly average fund balance, excluding bond proceeds. The City and Sports Corp limit exposure to 50% to reduce risk.

In addition, the City may invest in callable securities but shall limit the total amount to no more than 50% of the portfolio. The Sports Corp does not limit the amount of callable securities.

#### VII. Qualifying Institutions

Financial institutions (Federally insured banks) with and through whom the City invests in Certificate of Deposits shall be located in the State of Texas. Broker/dealers through whom the City purchases U. S. Government securities may include those dealers reporting to the Market Reports Division of the Federal Reserve Bank of New York, also known as the "primary government securities dealers" and Hilltop Securities except that repurchase agreements shall not be executed through Hilltop Securities. In addition, other regional broker/dealers may be considered by the Investment Committee.

The City shall evaluate the financial institutions' and broker/dealers' soundness to the extent the investment committee considers necessary. Investigation may include review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and broker/dealers with whom the City wishes to do business shall provide the financial data requested by the City.

The investment committee shall review the information and decide on the soundness of a financial institution or broker/dealer before adding the institution to the list of those with whom the City does business. The list of approved brokers/dealers shall be annually adopted by the Investment Committee. An institution must be approved by the investment committee and added to the approved list before any business can be transacted with the City.

The City will send the Investment Policy to all approved financial institutions and broker/dealers (approved organizations) annually with a statement that that the City is providing the investment policy to aid in meeting its duties under Financial Industry Regulatory Authority (FINRA) Rule 2111, relating to "knowing your customer." The City deems that by providing the investment policy to approved organizations, the approved organization has reviewed the City's investment policy in satisfaction of the duties under FINRA Rule 2111, which states that organizations are required to "have a reasonable basis to believe that a recommendation is

suitable for a particular customer based on that customer's investment profile."

#### VIII. Safekeeping

Investments in U. S. Treasury agency and instrumentality obligations purchased by the city and securities pledged as collateral for certificates of deposit or other evidences of deposit and for repurchase agreements shall be retained in safekeeping in a third party safekeeping bank or in the Federal Reserve Bank in the City's name. The city, financial institution, and the safekeeping bank(s) shall operate in accordance with a master safekeeping agreement signed by all three parties.

Securities owned by the City and collateral securities pledged to the City which must be maintained in safekeeping must be maintained at a bank other than the bank through which the specific owned security is purchased or from which the specific collateral security is pledged.

#### IX. Collateral Securities for Certificates of Deposit and Demand Accounts

Collateralization is required for all uninsured collected balances, plus accrued interest if any. The City will accept as collateral for its certificates of deposit and demand accounts and other evidences of deposit the following securities:

- FDIC coverage
- Obligations of the United States or its agencies and instrumentalities (except for derivatives and mortgage pass-through securities)
- State, city, county, school, or road district general obligation or revenue bonds\*, except that out-ofstate bonds shall be limited to general obligation bonds
- City of Grand Prairie revenue bonds or general obligation bonds, time warrants, tax notes and certificates of obligation
- A Letter of Credit issued by a Federal Home Loan Bank
- \* The securities must be rated at least A by at least one of the nationally recognized rating services. Collateral consisting of out-of-state bonds shall be limited to ten-fifty percent (1050%) of the total collateral pledged by a financial institution.

The securities shall be marked-to-market no less frequently than monthly, and the ratio of collateral market value to amount invested plus accrued interest shall be no less than 105%.

The above constitutes the only acceptable means of collateralizing the City's deposits. Collateral securities must be owned outright by the pledging financial institution. The collateral securities must be held in safekeeping by a third-party custodian designated by the entity and in the City's name pursuant to a safekeeping agreement signed by the financial institution and the City. The pledging financial institution may substitute collateral securities with securities of acceptable quality upon authorization from the City. Collateral shall be audited at least annually by the City's independent auditors and may be audited by the City at any time during normal business hours of the safekeeping bank.

The financial institutions with which the City invests and/or maintains other deposits shall provide monthly, and as requested by the City, a listing of the City's certificates of deposit and other deposits at the institution

and a listing of the collateral pledged to the City marked to current market prices. The listing shall include total pledged securities itemized by:

Name
Type/description
Par value
Current market value
Maturity date
Nationally recognized credit rating agency rating (if available)

The City and the financial institutions shall assume responsibility for ensuring that collateral is sufficient and may stipulate seasonal adjustments to accommodate higher cash volume.

#### X. Investment Practice - General

All investment decisions shall be internally documented and approved before execution by any two of the investment officers. All funds reported in the City's Comprehensive Annual Financial Report (CAFR) are included in the Pooled Investment Fund. Any of the above investment officers may order investments orally, but the financial institution or broker/dealer shall follow up the investment order with a written confirmation.

All investments purchased by the City and held in safekeeping in a third-party safekeeping institution shall be purchased "delivery versus payment." That is, the City shall authorize the release of its funds only after it has received notification from the safekeeping bank that a purchased security has been received in the City's safekeeping account. This notification may be oral, but will be followed up in writing with the original safekeeping receipt.

The City must have confirmation from the Federal Reserve Bank or Federal Home Loan Bank of Dallas that collateral pledged from a financial institution is in the City's account before investing in certificates of deposit or other evidences of deposit at the financial institution. This confirmation may be oral, but must be followed up in writing with the original safekeeping receipt.

Competitive quotations shall always be taken for certificates of deposit and shall be taken for U.S. Treasury security investments as considered prudent by the investment committee.

Effect of Loss of Required Rating – All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. This includes consideration of final maturity date, realized amount of gain/loss, alternative investment options, rating agency analyses and their rationale.

Rating changes will be monitored through the information published by the rating agencies, industry newsletters and broker/dealer notifications.

#### XI. Reporting

The City Manager shall report quarterly to the City Council and Sports Corp on their investments. The report must:

• describe in detail the investment position of the entity on the date of the report;

- be prepared jointly by all investment officers of the City;
- be signed by each investment officer of the City;
- contain a summary statement prepared in compliance with generally accepted accounting principles of
  each pooled fund group that states the:
  - o beginning market value for the reporting period;
  - o additions and changes to the market value during the period;
  - o ending market value for the period; and
  - o fully accrued interest for the reporting period;
- state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- state the maturity date of each separately invested asset that has a maturity date;
- state the account or fund or pooled group fund in the city for which each individual investment was acquired; and
- state the compliance of the investment portfolio of the City as it relates to:
  - o the investment strategy expressed in the City's investment policy; and
  - o relevant provisions of the public funds investment act.

If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Each month Bank of New York Mellon shall provide market prices of all the City's investment securities for which they hold as the City's third party safekeeping bank.

#### XII. Training

State law requires the investment officers of a local government shall attend at least one training session relating to the investment officers' responsibilities within 12 months of assuming duties. Training must include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

In addition, the Investment Officer must attend an investment training session not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years thereafter. Not less than 8 hours of instruction is required relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

#### XIII. Strategy

City Funds: The City accounts for investments in one main portfolio and primarily managed through the Pooled Investment Fund. The City may, from time to time, specially designate funds to isolate and distribute interest, such as Epic CIP, TxDot Grants, and TWDB Escrow. In those instances, interest will be distributed to the fund designated; otherwise, investment earnings will be pooled and distributed according to city policy and management or council direction. Sports Corp will be kept separate.

The investment maturity schedule shall correspond with the City's projected cash flow needs. Remaining maturities on individual investments purchased shall be no longer than 3 years, except exempt funds which would be subject to a maximum security of 5 years. Exempt funds would include long-term required reserves such as the Cemetery Perpetual Care Fund or bond reserve funds. An average remaining maturity of 365 days or less shall be maintained on bond proceeds, subject to arbitrage rebate restriction, and the total portfolio average remaining maturity shall not exceed one year.

Bond sale proceeds are part of the Pooled Investment Fund. As such arbitrage is an issue where the city continues to pursue maximizing yield on applicable investments while insuring the safety of capital and liquidity. It is a fiscally sound position to continue optimization of yield and rebate excess earnings, if necessary.

Sports Corp Funds: The Sports Corp portfolio covers operating, reserve and construction project needs. Investment maturities shall be governed within the boundaries of maturity, diversity, liquidity and quality expressed in this policy. Maturities will correspond with cash flow needs of the Sports Corp, but will not exceed 5 years. The total portfolio average will not exceed two years.

#### XIV. Indemnity

The City Manager, Deputy City Manager, Chief Financial Officer, Controller, Treasury and Debt Manager, Treasury Analyst, and other Finance Department employees, and the Investment Committee shall be personally indemnified in the event of investment loss provided the Investment Policies are followed.

All participants in the investment process shall seek to act responsibly as custodians of public assets. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Anyone involved in investing City funds shall file with the Chief Financial Officer and the Investment Committee a statement disclosing any personal business relationship and any material financial interest in a business organization that handle City of Grand Prairie investments. An investment officer has a personal business relationship with a business organization if:

- 1. The investment officer owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- 2. Funds received by the investment officer from the business organization exceed 10% of the investment officers gross income for the prior year; or
- 3. The investment officer has acquired from the business organization during the prior year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Any investment officer who is related with the second degree by affinity or consanguinity as determined under the Tex. Gov't. Code Ann. Ch. 573 to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship with the City Council and the Texas Ethics Commission.

The standard of prudence to be used by the investment officers shall be the "Prudent Person Rule" as set forth in Tex. Gov't. Code Ann. Sec. 2256.006 and will be applied in the context of managing an overall portfolio: "Investments shall be made with judgment and care under circumstances then prevailing – which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but

for investment, considering the probable safety of their capital as well as the probable income to be derived."

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibilities for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

#### XV. Policy Revisions

The policies will be reviewed and adopted annually by the City Council Finance and Government Committee and City Council as well as the Sports Corp Finance and Governance Committee and the Sports Corp Board.

The policies may be amended by recommendation of the City Manager and action (by resolution or minute order) of the City Council and Sports Corp. Investment Policy revisions may become necessary with changes in State law, entity needs, the economy, and investment opportunities. Due to the less frequent timing of Sports Corp Board formal meetings, any administrative changes made by the City Council will apply to the Sports Corp until formal ratification can occur. Administrative matters may include definitions of authorized or unauthorized investments, clarification of matters pertaining to state law and procedures, assignment of investment officers and committees and similar items. No substantive changes to authorized investments, diversification or maximum maturity will be made to Sports Corp funds without their board approval.



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10638 Version: 1 Name: Elavon Settlement Courts

Type:ResolutionStatus:Consent AgendaFile created:11/24/2020In control:City Council

On agenda: 12/15/2020 Final action:

Title: Resolution authorizing the Treasury and Debt Manager to execute a general release with Elavon Inc

in the amount of \$141,392.17 regarding credit card transaction processing

Sponsors:

Indexes:

**Code sections:** 

Attachments: 394750520685 City of Grand Prairie .pdf

Date Ver. Action By Action Result

#### **From**

Brady Olsen, Treasury & Debt Manager

#### **Title**

Resolution authorizing the Treasury and Debt Manager to execute a general release with Elavon Inc in the amount of \$141,392.17 regarding credit card transaction processing

#### **Presenter**

Brady Olsen, Treasury & Debt Manager

#### **Recommended Action**

Approve

#### **Analysis**

This resolution settles and ongoing issue with Elavon Inc. and represents all outstanding funds owed for transactions for a period at the end of 2019.

#### **Financial Consideration**

Revenue would be applied to fiscal year 2019-2020.

#### **Body**

A RESOLUTION AUTHORIZING THE TREASURY AND DEBT MANGER TO EXECUTE A GENERAL RELEASE WITH ELAVON INC. REGARDING CREDIT CARD TRANSACTION PROCESSING AND PROVIDING AN EFFECTIVE DATE

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

**Section 1.** That the Treasury and Debt Manager of the City of Grand Prairie is hereby authorized to execute a General Release with Elavon, Inc. in the amount of \$141,392.17 regarding credit card transaction processing.

File #: 20-10638, Version: 1

**Section 2.** That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON DECEMBER 15, 2020.

#### GENERAL RELEASE

WHEREAS, the City of Grand Prairie Retail - Merchant Identification Number 394750520685 (collectively, the "MERCHANT") has made a claim for funds as a result of Elavon Inc.'s alleged failure to properly process credit card transactions which were presented by MERCHANT to Elavon, Inc. for processing by Elavon, Inc. as the Processor and as the Member, (collectively the "RELEASED PARTIES");

WHEREAS, the RELEASED PARTIES have agreed to pay the MERCHANT certain funds, and the parties desire to fully and finally resolve all differences between themselves without further dispute with respect to the transactions which are the subject matter of this General Release;

WHEREAS, the transactions that are the subject matter of the General Release are credit card transactions originating from the City of Grand Prairie Retail from October 1, 2019 through December 31, 2019, which MERCHANT submitted to the RELEASED PARTIES for processing.

NOW, THEREFORE, for and in consideration of \$141,392.17 paid to the MERCHANT, the covenants contained in this Release, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the MERCHANT, intending to be legally bound, agrees as follows:

- 1. As a material inducement for the RELEASED PARTIES making the payment described above, the MERCHANT, on behalf of itself/himself/herself, its/her/his attorneys, employees, agents, predecessors, successors, and assigns, hereby releases, acquits, and forever discharges the RELEASED PARTIES and each of their present and former directors, officers, employees, trustees, agents, attorneys, insurers, parent corporations, subsidiaries, divisions, related and affiliated companies and entities, shareholders, representatives, predecessors, successors, and assigns of and from any and all liabilities, claims, liens, demands, actions, causes of action, obligations, losses, injuries, damages, costs, attorneys' fees, contribution, expenses and other legal responsibilities of any form whatsoever, which now exist or may hereinafter accrue, whether joint or several, known or unknown, absolute or contingent, due or to become due, disputed or undisputed, liquidated or unliquidated, express or implied, or legal or equitable arising out of the transactions which are the subject matter of this General Release.
- 2. For the purpose of implementing a full and complete release and discharge of all claims, the MERCHANT expressly acknowledges that this Release is intended to include in its effect, without limitation, all claims that the MERCHANT does not know or suspect to exist in their favor at the time of execution hereof and further acknowledges that the settlement agreed upon contemplates the extinguishment of any such claim or claims.
- 3. This Release shall be governed by and construed in accordance with the laws of the State of Texas. Whenever possible, each provision of this Release shall be interpreted in such a manner as to be effective and valid under applicable laws. If any provision of this Release is held invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of the Release.
- 4. This Release constitutes the entire agreement of the parties with respect to the release of funds held by the RELEASED PARTIES, and it supersedes all prior or contemporaneous oral and written agreements and discussions with regard to the funds at issue. Subject to Texas Constitutional and state law restrictions, the MERCHANT promises, represents, and warrants that it/he/she will indemnify and hold harmless the RELEASED PARTIES against any loss or any other liability whatsoever, including reasonable attorneys' fees and costs, caused by any breach of this Release by

the MERCHANT or its/his/her successors in interest.

- 5. The MERCHANT states that it/he/she has carefully read the foregoing release, knows the contents thereof, and signs the same of its/his/her own free will with the opportunity to seek advice of counsel of its/his/her own choosing and without reliance upon any statement or representation of the parties released or their representatives, and further acknowledges, declares, represents and warrants that it/he/she has the power and authority to bind the parties hereto.
- 6. MERCHANT understands and agrees that the settlement between the RELEASED PARTIES is a compromise of disputed claims and that neither the RELEASE nor the payment of funds shall be construed as an admission on the part of the RELEASED PARTIES of any wrongdoing or liability, nor shall they be admissible as evidence in any proceeding except a proceeding to enforce or for breach of this Release.

DATED this_	day of		, 2020
City of Grand Prairie Retail ("Merch	nant")		
Brady Olsen	_		
Treasury and Debt Manager City of	<b>Grand Prair</b>	ie Retail	



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10625 Version: 1 Name: Amendments to TIF 1 Bylaws

Type: Resolution Status: Consent Agenda

File created: 11/18/2020 In control: Finance

On agenda: 12/15/2020 Final action:

Title: Resolution adopting amendments to the Bylaws of Reinvestment Zone Number One, Interstate

Highway 30 Area Tax Increment Financing (TIF) District

Sponsors:

Indexes:

**Code sections:** 

Attachments: TIF 1 Bylaws-Amended 11-18-20.pdf

Date Ver. Action By Action Result

#### **From**

Lee Harriss, Special District Administrator

#### **Title**

Resolution adopting amendments to the Bylaws of Reinvestment Zone Number One, Interstate Highway 30 Area Tax Increment Financing (TIF) District

#### **Presenter**

Lee Harriss, Special District Administrator

#### **Recommend Action**

Approve

#### **Analysis**

The TIF 1 Board of Directors reviewed and approved the updated bylaws at their meeting on November 18, 2020 and recommended adoption.

As of December 31, 2020, the TIF participation agreements with Grand Prairie Independent School District (GPISD), Dallas County (County), Dallas County Hospital District, and Dallas County Community College District (DCCCD) will have expired, but TIF 1 continues to operate. Since these tax districts are no longer participating and will stop attending TIF board meetings, the bylaws have been updated to include only representatives appointed by the City of Grand Prairie and Tarrant County. The proposed revision includes the following update:

Amend Bylaws of Reinvestment Zone Number One, Interstate Highway 30 Area Tax Increment Financing (TIF) District, to include representatives appointed by the City of Grand Prairie and Tarrant County, the only participating tax districts.

#### **Financial Consideration**

There is no financial impact for the City or the TIF.

File #: 20-10625, Version: 1

#### **Body**

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, ADOPTING THE REVISED BYLAWS OF REINVESTMENT ZONE NUMBER ONE, INTERSTATE HIGHWAY 30 AREA TAX INCREMENT FINANCING DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Grand Prairie has created Reinvestment Zone Number One, Interstate Highway 30 Area Tax Increment Financing District within the City of Grand Prairie; and

WHEREAS, it is necessary to adopt the City of Grand Prairie's revised Reinvestment Zone Number One, Interstate Highway 30 Area Tax Increment Financing District Bylaws; and

WHEREAS, it would be appropriate to make revisions to the City of Grand Prairie's Reinvestment Zone Number One, Interstate Highway 30 Area Tax Increment Financing District Bylaws;

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

- **SECTION 1.** That the City Council adopt the following revisions to the Reinvestment Zone Number One, Interstate Highway 30 Area Tax Increment Financing District Bylaws, attached as Exhibit A:
  - Amend TIF 1 Bylaws to include representatives appointed only by the City of Grand Prairie and Tarrant County.

**SECTION 2.** That this resolution shall be effective immediately upon its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15TH DAY OF DECEMBER, 2020.

# BYLAWS OF REINVESTMENT ZONE NUMBER ONE THE CITY OF GRAND PRAIRIE, TEXAS INTERSTATE HIGHWAY 30 AREA TAX INCREMENT FINANCING DISTRICT

#### **ARTICLE I**

#### POWERS AND PURPOSE

**Section 1.** Financing Development or Redevelopment in the Zone. In order to implement the purposes for which Tax Increment Financing Reinvestment Zone Number One, City of Grand Prairie, Texas (the "Zone") was formed, as set forth in Ordinance No. 6095, dated July 13, 1999, creating the zone, the City of Grand Prairie, Texas (the "City") may issue obligations to finance all or part of the cost of implementing the "project plan" for the Zone as defined in the Tax Increment Financing Act of the Tax Code, Chapter 311 Vernon's Texas Codes Annotated (the "Act").

#### Section 2. Books and Records: Approval of Programs and Financial Statements.

The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the City Council and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

#### **ARTICLE II**

#### **BOARD OF DIRECTORS**

**Section 1.** Powers, Number and Term of Office. The property and affairs of the Zone shall be managed and controlled by the City Council based on the recommendations of the Board of Directors of the Zone ("Board of Directors" or "Board"), subject to the restrictions imposed by law, the ordinance creating the Zone, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function only in an advisory or study capacity with respect to the Zone and shall exercise only those powers, advisory in nature, which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council.

The Board of Directors shall consist of nine (9) six (6) directors: five (5) of whom shall be appointed by the City Council of the City; and one (1) of whom shall be appointed by the

governing body of the Grand Prairie Independent School District (GPISD); one (1) appointed by the governing body of Dallas County (County); one (1) appointed by or for the Dallas County Hospital District; and one appointed by the Dallas County Community College District (DCCCD); provided however, that if a taxing unit (other than the City) waives its right to appoint a member to the Board, as evidenced by written resolution duly adopted by the governing body of such taxing unit, the City may appoint such Board Member in its stead. Each taxing unit shall be entitled to appoint an alternate Board Member to serve in the absence of the designated Board Member.

The first Board of Directors shall serve for an initial term ending December 31, 2001, or until his or her successor is appointed. Subsequent directors shall be appointed by the governing bodies of the City and GPISD, County and DCHD and shall serve for two (2) year terms beginning January I, 2002 or until their successors are appointed by the respective governing bodies.

Any director may be removed from office by the City Council for cause deemed by the City Council as sufficient for their removal in the interest of the public, but only after a public hearing before the City Council on charges publicly made, if demanded by a City Council appointed Board Member within IO days.

In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit (i.e. City, County, GPISD, DCHD) which made such Board appointment shall be responsible for filling the vacancy.

**Section 2.** <u>Meetings of Directors.</u> The directors may hold their meetings at a facility accessible to the public located within the City as the Board of Directors may from time to time determine.

**Section 3.** Regular Meetings. Regular Meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by the Board of Directors. All meetings of the board shall be of a public nature unless pertaining to matters of land purchase, security, personnel, or strictly legal matters. Notice of all regular and special meetings of the Board and any committees thereof shall be posted, and Board Members notified, in accordance with the provisions of the Texas Open Meetings Act, Article 6252-17, Vernon's Texas Civil Statutes. Meetings will be held as required.

**Section 4.** Emergency Meetings. Emergency Meetings of the Board of Directors shall be held whenever called by the chairman, by the secretary, by a majority of the directors then in office or upon advice of or request by the City Council.

Section S. Ouorum. A majority of the directors holding current appointments shall

constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

**Section 6.** Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

At all meetings of the Board of Directors, the chairman shall preside and in the absence of the chairman, the vice-chairman shall exercise the power of the chairman.

The secretary of the Board of Directors shall act as secretary of all meetings of the Board of Directors, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting. City staff shall provide notice of meetings and prepare meeting agendas.

Within five days following each Regular and Emergency Meeting, a copy of the minutes of the meeting shall be submitted to the City Secretary of the City.

**Section 7.** <u>Compensation of Directors.</u> Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

**Section 8.** <u>Attendance.</u> Board members shall make every effort to attend all Regular and Special meetings of the Board and/or Committees. The City Council may replace a City appointee of the Board or request replacement of an appointee from other taxing jurisdictions for non-attendance.

#### ARTICLE III

#### **OFFICERS**

**Section 1.** Titles and Term of Office. The officers of the Zone shall consist of a chairman, a vice chairman, a secretary, and such other officers as the Board of Directors may from time to time elect or appoint; provided however that the City Council shall, on an annual basis, appoint the chairman whose term shall begin on January 1. One person may hold more than one office, except that the chairman shall not hold the office of secretary. Terms of office for officers, other than the chairman, shall not exceed two years.

All officers, other than the chairman, shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board of Directors.

A vacancy in the office of any officer, other than the chairman, shall be filled by a vote of a majority of the directors.

**Section 2.** <u>Powers and Duties of the Chairman.</u> The chairman shall be the chief executive officer of the Board of Directors and, subject to the approval of the City Council, he/she shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

**Section 3.** <u>Vice Chairman.</u> The Vice chairman shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the chairman during that officer's absence or inability to act. Any action taken by the vice-chairman in the performance of the duties of the chairman shall be conclusive evidence of the absence or inability to act of the chairman at the time such action was taken.

**Section 4.** <u>Secretary.</u> The secretary shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose. He/she shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection, and he/she shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board of Directors. The function of Secretary may be performed by City Staff.

**Section 5.** <u>Compensation.</u> Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

**Section 6. Staff.** The City Manager and his designee may perform staff functions of the Board of Directors.

#### **ARTICLE IV**

#### PROVISIONS REGARDING BYLAWS

**Section 1.** <u>Effective Date.</u> These Bylaws shall become effective only upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board of Directors, and
- (2) the approval of these Bylaws by the City Council.

**Section 2.** <u>Amendments to Bylaws.</u> These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the City

Council a written application requesting that the City Council approve such amendment to the Bylaws, specifying in such application the amendment or amendments proposed to be made. If the City Council by appropriate resolution finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

After consultation with the Board of Directors, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by resolution of the City Council and delivering the Bylaws to the secretary of the Board of Directors.

**Section 3.** <u>Interpretation of Bylaws.</u> These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

#### **ARTICLE V**

#### **GENERAL PROVISIONS**

Section 1. Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled hereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**Section 2.** Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

**Section 3.** Approval or Delegation of Power by the City Council. To the extent that these Bylaws refer to any approval by the City, such approval of delegation shall be

by the City Counc			



City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10661 Version: 1 Name: Donation Resolution

Type:ResolutionStatus:Consent AgendaFile created:12/3/2020In control:City Attorney

On agenda: 12/15/2020 Final action:

Title: Resolution accepting a donation of property from Davis Rd Development LLC for the construction of a

fire station on Davis Road

Sponsors:

Indexes:

Code sections:

Attachments: Exhibit A (Property Description).pdf

Date Ver. Action By Action Result

#### **From**

Mark E. Dempsey

#### **Title**

Resolution accepting a donation of property from Davis Rd Development LLC for the construction of a fire station on Davis Road

#### **Presenter**

Steve Dye - Deputy City Manager

#### **Recommended Action**

Approve

#### **Analysis**

The City intends to construct a new fire station in a portion of the City in Ellis County. Davis Rd Development LLC has offered to donate land it owns in Ellis County to the City for the purpose of constructing the fire station. In order to donate the property to the City, the City Council must accept the donation.

#### **Financial Consideration**

By accepting the donation, the City will avoid the expense of acquiring the land for construction of the station through negotiated purchase or eminent domain.

#### **Body**

A RESOLUTION ACCEPTING A DONATION OF PROPERTY FROM DAVIS RD DEVELOPMENT LLC FOR THE CONSTRUCTION OF A FIRE STATION ON DAVIS ROAD; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, Davis Rd Development LLC desires to donate certain real property located in the City of Grand Prairie for the construction of a fire station on Davis Road, and other public purposes; and

File #: 20-10661, Version: 1

WHEREAS, the City Council of the City of Grand Prairie has determined that acceptance of the donation of the property would be beneficial to the interests and welfare of the citizens of the City;

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

**SECTION 1.** That the City Council hereby accepts the donation of property from Davis Rd Development LLC, such property being more particularly described in Exhibit A attached hereto.

**SECTION 2.** That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS 15TH DAY OF DECEMBER, 2020.

#### LEGAL DESCRIPTION

BEING a portion of that certain tract of land in the Joseph Lawrence Survey, Abstract Number 616, City of Grand Prairie, Ellis County, Texas, and being a portion of that certain tract of land described in a Warranty Deed to Davis Rd Development LLC (hereinafter referred to as Davis Rd Development tract), Instrument Number 2011127, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.), and being more particularly described, by metes and bounds, as follows:

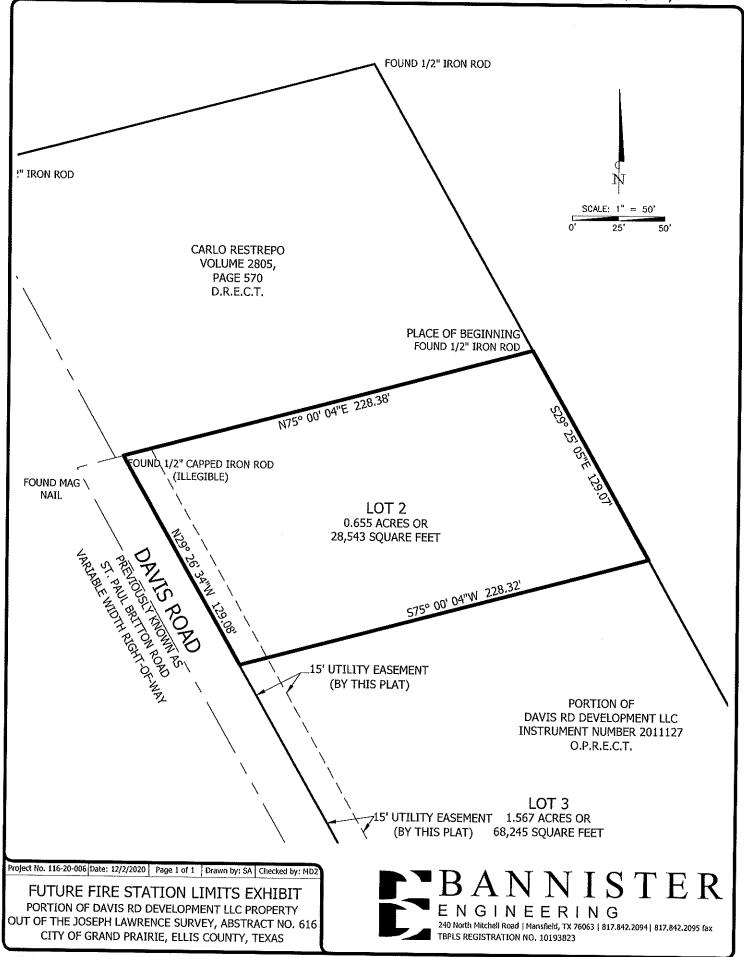
**BEGINNING** at a one-half inch iron rod found for an angle point in the Westerly line of said Davis Rd Development tract, same being the Southeasterly corner of that certain tract of land described in a General Warranty Deed to Carlo Restrepo (hereinafter referred to as Restrepo tract), as recorded in Volume 2805, Page 570, Deed Records, Ellis County, Texas (D.R.E.C.T.);

**THENCE** South 29 degrees 25 minutes 05 seconds East, crossing said Davis Rd Development tract, a distance of 129.07 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** South 75 degrees 00 minutes 04 seconds West, continue crossing said Davis Rd Development tract, a distance of 228.32 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE North 29 degrees 26 minutes 34 seconds West, continue crossing said Davis Rd Development tract, a distance of 129.08 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the Southerly line of said Restrepo tract, from which a mag nail found for the Southwesterly corner of said Restrepo tract, same being in Davis Road, previously known as St. Paul Britton Road (variable width right-of-way), bears South 75 degrees 00 minutes 04 seconds West, a distance of 25.82 feet;

THENCE North 75 degrees 00 minutes 04 seconds East with the common line between said Davis Rd Development tract and said Restrepo tract, a distance of 228.38 feet to the PLACE OF BEGINNING, and containing a calculated area of 0.655 acre (28,543 square feet) of land.





City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10624 Version: 1 Name: Amendments to TIF 3 Bylaws

Type: Resolution Status: Consent Agenda

File created: 11/18/2020 In control: Finance

On agenda: 12/15/2020 Final action:

Title: Resolution adopting amendments to the Bylaws of Reinvestment Zone Number Three, Peninsula Tax

Increment Financing (TIF) District

**Sponsors:** 

Indexes:

Code sections:

Attachments: TIF 3 Bylaws-Amended July 15, 2014 and 11-18-20.pdf

Date Ver. Action By Action Result

#### **From**

Lee Harriss, Special District Administrator

#### **Title**

Resolution adopting amendments to the Bylaws of Reinvestment Zone Number Three, Peninsula Tax Increment Financing (TIF) District

#### **Presenter**

Lee Harriss, Special District Administrator

#### **Recommend Action**

Approve

#### **Analysis**

The TIF 3 Board of Directors reviewed and approved the updated bylaws at their meeting on November 18, 2020 and recommended adoption.

As of December 31, 2020, the TIF participation agreements with Cedar Hill Independent School District (CHISD), Dallas County, Dallas County Hospital District (DCHD), and Dallas County Community College (DCCC) will have expired, but TIF 3 continues to operate. Since these tax districts are no longer participating and will stop attending TIF board meetings, the bylaws have been updated to include only representatives appointed by the City of Grand Prairie. The proposed revision includes the following update:

Amend Bylaws of Reinvestment Zone Number Three, Peninsula Tax Increment Financing (TIF) District, to include representatives appointed by the City of Grand Prairie, the only participating tax district.

#### **Financial Consideration**

There is no financial impact for the City or the TIF.

#### **Body**

File #: 20-10624, Version: 1

## A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, ADOPTING THE REVISED BYLAWS OF REINVESTMENT ZONE NUMBER THREE, PENINSULA TAX INCREMENT FINANCING DISTRICT

**WHEREAS**, the City of Grand Prairie has created Reinvestment Zone Number Three, Peninsula Tax Increment Financing District within the City of Grand Prairie; and

WHEREAS, it is necessary to adopt the City of Grand Prairie's revised Reinvestment Zone Number Three, Peninsula Tax Increment Financing District Bylaws; and

**WHEREAS**, it would be appropriate to make revisions to the City of Grand Prairie's Reinvestment Zone Number Three, Peninsula Tax Increment Financing District Bylaws;

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

- **SECTION 1.** That the City Council adopt the following revisions to the Reinvestment Zone Number Three, Peninsula Tax Increment Financing District Bylaws, as attached as Exhibit A:
  - Amend TIF 3 Bylaws to include only representatives appointed by the City of Grand Prairie.

**SECTION 2.** That this resolution shall be effective immediately upon its passage in accordance with the Charter of the City of Grand Prairie and that is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15TH DAY OF DECEMBER, 2020.

# BYLAWS OF REINVESTMENT ZONE NUMBER THREE THE CITY OF GRAND PRAIRIE, TEXAS PENINSULA TAX INCREMENT FINANCING DISTRICT

#### **ARTICLE I**

#### POWERS AND PURPOSE

- **Section 1.** <u>Financing Development or Redevelopment in the Zone.</u> In order to implement the purposes for which Tax Increment Financing Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone") was formed, as set forth in Ordinance No. 6097, dated July 13, 1999, creating the zone, the City of Grand Prairie, Texas (the "City") may issue obligations to finance all or part of the cost of implementing the "project plan" for the Zone as defined in the Tax Increment Financing Act of the Tax Code, Chapter 311, Vernon's Texas Codes Annotated (the "Act").
- **Books and Records: Approval of Programs and Financial Statements.** The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the City Council and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

#### **ARTICLE II**

#### **BOARD OF DIRECTORS**

Section 1. Powers, Number and Term of Office. The property and affairs of the Zone shall be managed and controlled by the City Council based on the recommendations of the Board of Directors of the Zone ("Board of Directors" or "Board"), subject to the restrictions imposed by law, the ordinance creating the Zone, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function only in an advisory or study capacity with respect to the Zone and shall exercise only those powers, advisory in nature, which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council.

The Board of Directors shall consist of nine (9) five (5) directors: five (5) of whom shall be appointed by the City Council of the City; one (1) of whom shall be appointed by the governing body of the Cedar Hill Independent School District (CHISD); one (1) appointed by the governing body of Dallas County (Dallas Co); one (1) appointed by the Dallas County Hospital District (DCHD); one (1) appointed by the governing board of Dallas County Community College

(DCCC); provided however, that if a taxing unit (other than the City) waives its right to appoint a member to the Board, as evidenced by written resolution duly adopted by the governing body of such taxing unit, the City may appoint such Board Member in its stead.

The first Board of Directors shall serve for an initial term ending December 31, 2001, or until his or her successor is appointed. Subsequent directors shall be appointed by the governing bodies body of the City, CHISD, Dallas Co, DCCC, DCHD and shall serve for two (2) year terms beginning January 1, 2002 or until their successors are appointed by the respective governing bodies. Each taxing unit shall be entitled to appoint an alternate Board Member to serve in the absence of the designated Board Member.

Any director may be removed from office by the City Council for cause deemed by the City Council as sufficient for their removal in the interest of the public, but only after a public hearing before the City Council on charges publicly made, if demanded by a City Council appointed Board Member within 10 days.

In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit (i.e. City, Dallas Co, CHISD, DCHD, DCCC) which made such Board appointment shall be responsible for filling the vacancy.

- **Section 2.** <u>Meetings of Directors</u>. The directors may hold their meetings at a facility accessible to the public within the City as the Board of Directors may from time to time determine.
- **Section 3.** Regular Meetings. Regular Meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by the Board of Directors. All meetings of the board shall be of a public nature unless pertaining to matters of land purchase, security, personnel, or strictly legal matters. Notice of all regular and special meetings of the Board and any committees thereof shall be posted, and all Board Members notified, in accordance with the provisions of the Texas Open Meetings Act, Article 6252-17, Vernon's Texas Civil Statutes. Meetings will be held as required.
- **Section 4.** Emergency Meetings. Emergency Meetings of the Board of Directors shall be held whenever called by the chairman, by the secretary, by a majority of the directors then in office or upon advice of or request by the City Council.
- **Section 5. Quorum.** A majority of the directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

**Section 6.** <u>Conduct of Business</u>. At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

At all meetings of the Board of Directors, the chairman shall preside and in the absence of the chairman, the vice-chairman shall exercise the power of the chairman.

The secretary of the Board of Directors shall act as secretary of all meetings of the Board of Directors, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting. City staff shall provide notice of meetings and prepare meeting agendas.

Within five days following each Regular and Emergency Meeting, a copy of the minutes of the meeting shall be submitted to the City Secretary of the City.

**Section 7.** Compensation of Directors. Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

**Section 8.** <u>Attendance</u>. Board members shall make every effort to attend all Regular and Special meetings of the Board and/or Committees. The City Council may replace a City appointee of the Board or request replacement of an appointee from other taxing jurisdictions for non-attendance.

#### **ARTICLE III**

#### **OFFICERS**

**Section 1.** Titles and Term of Office. The officers of the Zone shall consist of a chairman, a vice chairman, a secretary, and such other officers as the Board of Directors may from time to time elect or appoint; provided however that the City Council shall, on an annual basis, appoint the chairman whose term shall begin on January 1. One person may hold more than one office, except that the chairman shall not hold the office of secretary. Terms of office for officers, other than the chairman, shall not exceed two years.

All officers, other than the chairman, shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board of Directors.

A vacancy in the office of any officer, other than the chairman, shall be filled by a vote of a majority of the directors.

**Section 2.** Powers and Duties of the Chairman. The chairman shall be the chief executive officer of the Board of Directors and, subject to the approval of the City Council, he/she shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

- **Section 3.** <u>Vice Chairman</u>. The Vice chairman shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the chairman during that officer's absence or inability to act. Any action taken by the vice-chairman in the performance of the duties of the chairman shall be conclusive evidence of the absence or inability to act of the chairman at the time such action was taken.
- Section 4. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose. He/she shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection, and he/she shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board of Directors. The function of Secretary may be performed by City Staff.
- **Section 5.** <u>Compensation</u>. Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.
- **Section 6.** <u>Staff.</u> The City Manager and his designee may perform staff functions of the Board of Directors.

#### **ARTICLE IV**

#### PROVISIONS REGARDING BYLAWS

- **Section 1.** <u>Effective Date</u>. These Bylaws shall become effective only upon the occurrence of the following events:
  - (1) The adoption of these Bylaws by the Board of Directors, and
  - (2) The approval of these Bylaws by the City Council.
- **Section 2.** Amendments to Bylaws. These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the City Council a written application requesting that the City Council approve such amendment to the Bylaws, specifying in such application the amendment or amendments proposed to be made. If the City Council by appropriate resolution finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

After consultation with the Board of Directors, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by resolution of the City Council and delivering the Bylaws to the secretary of the Board of Directors.

**Section 3.** <u>Interpretation of Bylaws</u>. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

#### ARTICLE V

#### **GENERAL PROVISIONS**

- Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled hereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.
- **Section 2. Resignations**. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.
- **Section 3.** Approval or Delegation of Power by the City Council. To the extent that these Bylaws refer to any approval by the City, such approval of delegation shall be evidenced by a certified copy of an ordinance, or resolution (if permissible), duly adopted by the City Council.



City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10627 Version: 1 Name: Appointments to TIF Boards of Directors-Chamber

Member

Type: Resolution Status: Consent Agenda

File created: 11/18/2020 In control: Finance

On agenda: 12/15/2020 Final action:

Title: Resolution appointing Mia Fuller, Chair of the Grand Prairie Chamber of Commerce, to the Boards of

Directors for two Tax Increment Financing (TIF) Zones (TIF District 1 and TIF District 3)

Sponsors:

Indexes:

Code sections:

Attachments: <u>TIF Board Members 1-1-21.pdf</u>

Date Ver. Action By Action Result

#### **From**

Lee Harriss

#### **Title**

Resolution appointing Mia Fuller, Chair of the Grand Prairie Chamber of Commerce, to the Boards of Directors for two Tax Increment Financing (TIF) Zones (TIF District 1 and TIF District 3)

#### **Presenter**

Lee Harriss, Special District Administrator

#### **Recommend Action**

Approve

#### **Analysis**

The "TIF Act" (Chapter 311 of the Tax Code) creates a Board of Directors to govern TIF Zones created by municipalities. Taxing entities (other than the City) contributing all or a portion of their tax increment are each allocated one seat on the Board of Directors. The City is given the power to appoint Directors representing the City in order to preserve a majority on the Board and the Chairpersons of the Boards of Directors. The Grand Prairie Chamber of Commerce recommends that their 2021 Chair, Mia Fuller, replace their former Chair, Andrew Fortune, as their city representative for the TIF Board membership.

The attached Resolution appoints Mia Fuller to represent the City on the Board of Directors for each of the City's two (2) TIF zones. Ms. Fuller will serve the remainder of a two-year term (Jan. 1, 2020-December 31, 2021). The City of Grand Prairie holds a majority of the seats on each Board (*TIF 1*: 5 of 6; *TIF 3*: 5 of 5).

#### **Financial Consideration**

There is no financial impact associated with approval of the attached resolution.

#### **Body**

File #: 20-10627, Version: 1

## A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, APPOINTING MIA FULLER, GRAND PRAIRIE CHAMBER OF COMMERCE, TO REPRESENT THE CITY ON THE BOARDS OF DIRECTORS FOR TWO TAX INCREMENT FINANCING ZONES

**WHEREAS**, the City of Grand Prairie has designated two areas as Tax Increment Financing (TIF) Reinvestment Zones within the City of Grand Prairie; and

WHEREAS, these Tax Increment Financing Zones are governed by a Board of Directors comprised of appointees from the various taxing entities who contribute tax increments to the TIF zones; and

WHEREAS, the City is appointing a new board member; and

**WHEREAS**, it is necessary for the City to nominate an appointee to each of the two Boards to serve the remainder of the January 1, 2020-December 31, 2021 term.

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

**SECTION 1.** To the Board of Directors of TIF District Number 1 (I-30 Entertainment District) the City Council makes one (1) appointment:

Mia Fuller (Chamber of Commerce)

**SECTION 2.** To the Board of Directors of TIF District Number 3 (Peninsula District) the City Council makes one (1) appointment:

Mia Fuller (Chamber of Commerce)

**SECTION 3.** That this resolution shall be in force immediately upon its passage in accordance with the Charter of the City of Grand Prairie and that it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15TH DAY OF DECEMBER, 2020.

#### **TIF Board Members**

TIF 1

Jorja Clemson 1 City Council John Lopez 1 City Council 1 City Council Jim Swafford

Proposed Mia Fuller 1 GP Chamber of Commerce

> Marty Wieder 1 City

1 Tarrant County Jeanette Martinez

**TIF 3** 

Jorja Clemson 3 City Council John Lopez 3 City Council Jim Swafford 3 City Council

**Proposed** Mia Fuller 3 GP Chamber of Commerce

> 3 City Marty Wieder



City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10672 Version: 1 Name: City of Grand Prairie's Chapter 380 Economic

Development Program

Type: Resolution Status: Consent Agenda

File created: 12/15/2020 In control: Economic Development

On agenda: 12/15/2020 Final action:

Title: Resolution Establishing the City of Grand Prairie's Chapter 380 Economic Development Program

Sponsors: Indexes:

Code sections:

Attachments: CRITERIA FOR CHAPTER 380 GRANT CONSIDERATION

Date Ver. Action By Action Result

#### **From**

Marty Wieder

#### **Title**

Resolution Establishing the City of Grand Prairie's Chapter 380 Economic Development Program

#### **Presenter**

Marty Wieder, Director of Economic Development

#### **Recommended Action**

Approve

#### **Analysis**

The City originally created an Office of Economic Development more than 20 years ago to oversee economic development programs authorized by Texas law and approved by the City Council. Included among those programs are ones authorized by Chapter 380 of the Texas Local Government Code (the "Program"), to promote state and local economic development and to stimulate business and commercial activity in the City. Grand Prairie has determined that this Program will directly establish a public purpose- and that all transactions involving the use of public funds and resources in the establishment and administration of the Program as authorized will promote state and local economic development and will stimulate and promote business and commercial activity in the City.

The City of Grand Prairie operates an Economic Development Program which seeks to build wealth and create a sustainable economic environment in and around the City limits. Among other objectives, the Grand Prairie Economic Development Program:

Encourages a positive, business-friendly atmosphere-which permits all City Departments entrepreneurial opportunities to help foster and expedite new investments and projects;

#### File #: 20-10672, Version: 1

- > Seeks to remove obstacles toward property acquisition, investment, construction and safe operations;
- ➤ Builds on and maximizes the City's aviation, aerospace and automotive research, design and component manufacturing or assembly history;
- Capitalizes on Grand Prairies' location in the middle of 8+ million people in North Central Texas.

The City of Grand Prairie Economic Development Program utilizes several tools to facilitate wealth creation, investment, applied technology, well-paying careers and sales tax revenue generating ventures; including:

- > Chapter 312 Tax Abatements (on both real and personal property investments) for higher investment advanced technology, research and development, manufacturing and assembly;
- ➤ Chapter 380 sales and/or real property tax rebates, particularly in association with projects constructed within Tax Increment Reinvestment Zone (TIRZ) #1 and #3;
- > Occasional grants through a redevelopment and revitalization fund established by the Type B Grand Prairie Sports Facilities Development Corporation;
- Attractive leases and/or sales of City-owned parcels within TIRZ #1 and #3;
- > Grants when appropriate as funded by the City of Grand Prairie Local Government Corporation and/or the Grand Prairie Economic Development Foundation;

The City will continue to use due caution in the analysis of any tax, fee, or water and wastewater incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as a part of such analysis. Annually, the City will also assess the current boundaries of the tax increment reinvestment zones and determine their ongoing viability.

#### **Financial Consideration**

N/A

#### **Body**

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, ESTABLISHING AN ECONOMIC DEVELOPMENT PROGRAM PURSUANT TO CHAPTER 380 OF THE LOCAL GOVERNMENT CODE, TO BE ADMINISTERED BY THE ECONOMIC DEVELOPMENT DEPARTMENT; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE SUBJECT

WHEREAS, Article 3, Section 52-a of the Texas Constitution authorized the legislature to provide for the creation of programs and the making of loans and grants of public money for certain specified public purposes; and

WHEREAS, pursuant to such authorization, the legislature passed Chapter 380 of the Texas Local Government Code ("Local Government Code"), which authorizes municipalities to establish certain economic development programs (hereinafter referred to as a "Chapter 380 Program"); and

WHEREAS, Section 380.001 of the Local Government Code permits a municipality to establish and provide for the administration of one or more Chapter 380 Programs to promote state or local economic development and to stimulate business and commercial activity in the municipality, including programs for making loans and grants of public money and providing personnel and services of the municipality; and

WHEREAS, under Section 380.001 of the Local Government Code, the governing body of a municipality may administer a Chapter 380 Program by the use of municipal personnel, and may accept contributions, gifts, or other

resources to develop and administer a Chapter 380 Program; and

WHEREAS, pursuant to Section 380.002 of the Local Government Code, a home-rule municipality with a population of more than 100,000 may create Chapter 380 Programs for the grant of public money to any organization exempt from taxation under Section 501(a) of the Internal Revenue Code of 1986 (the "Code"}, as an organization described in Section 501(c)(3) of the Code (a "Tax Exempt Organization"), for the following public purposes:

- (i) development and diversification of the economy of the state;
- (ii) elimination of unemployment or underemployment in the state; and
- (iii) development or expansion of commerce

in the state; (collectively, the "Public Purposes"); and

WHEREAS, any grant under Section 380.002(a) of the Local Government Code must be in furtherance of the Public Purposes, and shall be used by the recipient as determined by the recipient's governing board for programs found by the municipality to be in furtherance of Section 380.002 of the Local Government Code, and under conditions prescribed by the municipality; and

WHEREAS, Section 380.002 of the Local Government Code also a municipality to grant public money to a development corporation created by this municipality under the Development Corporation act for the purposes specified in Section 380.002(b); and

WHEREAS, the funds granted by the municipality under Section 380.002 shall be derived from any source lawfully available to the municipality under its charter or other law, other than from the proceeds of bonds or other obligations of the municipality payable from ad valorem taxes; and

WHEREAS, under Section 380.003 of the Local Government Code, a municipality may, as an agent of the State, provide matching funds for a federal program that requires local matching funds from a state agency, to the extent state agencies that are eligible decline to participate or do not fully participate in the program; and

WHEREAS, the Director of the Economic Development Department has recommended that the City of Grand Prairie more formally establish a Chapter 380 Program which will permit the City to provide loans, grants, and/or matching funds under any or all sections of Chapter 380 of the Local Government Code as may be determined by the City Council; and

WHEREAS, in order to establish guidelines for Chapter 380 assistance eligibility, the Director of the Economic Development Department has recommended that City Council adopt the "Criteria for Chapter 380 Assistance" set forth in Exhibit "A" to this Resolution; and

WHEREAS, a Chapter 380 Program will benefit the City by stimulating business and commercial activity within Grand Prairie;

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

**SECTION 1.** The City Council hereby adopts the findings set out in the preamble hereof and hereby establishes the City of Grand Prairie Chapter 380 Program under the provisions of Chapter 380 of the Local Government Code. The purposes of the Chapter 380 Program shall be:

- (i) to make grants or loans of public money and to provide personnel and/or services of the City of Grand Prairie for the purpose of promoting state or local economic development and to stimulate business and commercial activity in the City of Grand Prairie, pursuant to Chapter 380 of the Local Government Code;
- (ii) to accept contributions, gifts or other resources pursuant to Section 380.001 of the Local Government Code, for the purpose of developing and administering the program;
- (iii) to make grants of public money under Section 380.002 of the Local Government Code, to one or more Tax Exempt Organizations, or other entities authorized to receive such grants under Section 380.002 of the Local Government Code; and
- (iv) to provide matching funds under Section 380.003 of the Local Government Code for a federal program that requires local matching funds from a state agency to the extent state agencies that are eligible decline to participate or do not fully participate in the program.

SECTION 2. The Program shall be administered by the Director of the Economic Development Department or such Director's designee (the "Director"). Qualified applicants for Chapter 380 assistance shall generally meet the "Criteria for Chapter 380 Assistance" guidelines attached hereto as Exhibit "A"; provided, however, that the Director may propose an application for assistance which does not meet all the criteria if, in the opinion of the Director, the application is otherwise meritorious. Proposals for grants, loans or matching funds to qualified applicants which are recommended by the Director may be presented to the appropriate Council committee. Proposals which are recommended shall be presented to City Council for consideration and approval, and for appropriation of any necessary funds. Funding for the Program's loans, grants and matching funs shall be provided on a case by case basis, based upon the recommendations of the Director, as approved by City Council.

**SECTION 3.** That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF DECEMBER 2020.

## CITY OF GRAND PRAIRIE, TEXAS CRITERIA FOR CHAPTER 380 GRANT CONSIDERATION

The City of Grand Prairie's Chapter 380 Program provides financial assistance in the form of performance-based grants to qualified businesses for eligible projects located within the city limits. Eligible projects must clearly stimulate the type of business investment and commercial activity desired in Grand Prairie.

All applications for assistance are reviewed by the Director of the Department of Economic Development ("Director") and staff on a case-by-case basis. Eligible projects which are recommended by the Director will be submitted to City Council for consideration of the proposed assistance package. All assistance is subject to City Council approval of the proposed project and the assistance package and is further subject to City Council's concurrent appropriation of funding for the specific project.

Eligible projects may include (but are not limited to) manufacturing (especially advanced technology), research and development, revitalization, retail/restaurant, commercial, entertainment and regional service facilities. An eligible project must include:

- a. construction of substantial new real property improvements of at least b. documented equity investment of at least \$1,000,000; c. documented creation of at least 25 new full-time jobs (40-hours per week), and retention of such jobs for a period of no less than seven years. 1. Letter from applicant (and completion of an application) therein describing the proposed project, its impact upon the community and its fiscal effect upon the City (as well as municipal service impact) and outlining requested financial assistance.
- 2. Business Plan including, but not limited to, executive summary, company history, historical and proforma financial information and resumes of the company principal(s).
- 3. Phase I Environmental of the real property to be developed.
- 4. Survey of the real property to be developed.
- 5. Preliminary plans for the proposed real property improvements or renovations.
- 6. Two preceding years' Financial Statements for applicant entity.
- 7. Nonrefundable application fee of \$2000.00 to partially defray the cost of staff time to process and review the application. The Director may waive this fee for applicants which are non-profit entities or for applications located within targeted development zones (i.e. within Census tracts qualifying for New Market Tax Credits, within TIRZ #1 and/or #3, and within the Opportunity Zone).

\$2,500,000 in value, or extensive renovation of existing improvements, preferably on land owned or to be acquired by the applicant; and

Assistance packages shall have a maximum term. Chapter 380 Program grants shall be structured as performance-based grants which require repayment if required performance levels are not met.

Applicants for assistance shall initiate consideration by submitting the following items:

Applications for assistance will be reviewed for qualification and feasibility by City staff. Recommended applications for assistance will be considered at committee meetings and City Council meetings conducted pursuant to the Texas Open Meetings Act. Additional information concerning a proposed project may be requested by the Director, City staff, Committee members, or City Council.



City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10685 Version: 1 Name: Summit Electrical Replacement - Voss Lighting

Type: Ordinance Status: Consent Agenda

File created: 12/9/2020 In control: Parks & Recreation

On agenda: 12/15/2020 Final action:

Title: Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; contract to replace

electrical panels and related components at The Summit with Voss Lighting in the amount of \$90,820 with a 5% contingency of \$4,541 through a national inter-local agreement with cooperative agreement

through National Cooperative Purchasing Alliance for a total project cost not to exceed \$95,361.

Sponsors:

Indexes:

**Code sections:** 

Attachments: 20-10685 Summit Lighting - Voss Lighting.xlsx

Date Ver. Action By Action Result

#### **From**

Gary Yakesch, Assistant Director of Parks Finance

#### **Title**

Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; contract to replace electrical panels and related components at The Summit with Voss Lighting in the amount of \$90,820 with a 5% contingency of \$4,541 through a national inter-local agreement with cooperative agreement through National Cooperative Purchasing Alliance for a total project cost not to exceed \$95,361.

#### **Presenter**

Duane Strawn, Director of Parks, Arts and Recreation

#### **Recommended Action**

Approve

#### **Analysis**

The Summit's electrical panels and corresponding conduit experienced severe corrosion from pool chemicals since opening. In recent months, the pool chemicals were relocated to a structure outside of the facility. Accordingly, the electrical panels and conduit must be replaced immediately for safety and optimal functionality. The replacement of the electrical panels will coincide with the closure of the Summit and the project's expected completion date is mid-February. The electrical panels and related components will be installed using an already established cooperative agreement with Voss Lighting through NCPA contract 02-83.

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.

#### File #: 20-10685, Version: 1

This item was presented to the Finance and Government Committee on December 15, 2020 for review and approval.

#### **Financial Consideration**

Funding for Voss Lighting, in the amount of \$95,361, is available by transferring and appropriating \$95,361 from the unobligated fund balance in the Parks Capital Projects Fund (317193), WO #02103003 (Summit AC & Electrical Replacement), 68020 (Miscellaneous Improvements).

#### **Body**

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$95,361 FROM THE UNOBLIGATED FUND BALANCE IN THE PARKS CAPITAL PROJECTS FUND (317193) TO WO #02103003 (SUMMIT AC & ELECTRICAL REPLACEMENT), 68020 (MISCELLANEOUS IMPROVEMENTS)

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

**SECTION 1.** THAT the FY 2020/2021 Capital Improvements Projects Budget be amended by transferring and appropriating \$95,361 from the unobligated fund balance in the Parks Capital Projects Fund (317193) to WO #02103003 (Summit AC & Electrical Replacement), 68020 (Miscellaneous Improvements).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, DECEMBER 15, 2020.



City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10645 Version: 1 Name: Ordinance amending the FY 2020/2021 Budget for

ACE agreement

**Budget Amendment for ACE agreement** 

Type: Ordinance Status: Consent Agenda

File created: 12/1/2020 In control: City Council

On agenda: 12/15/2020 Final action:

Title: Ordinance amending the FY 2020/2021 Baseball Operating Fund by appropriating \$1,300,000 from

fund balance for a cash grant to MLC Dallas Stadium Co, LLC (or related assignee), and \$200,000

from contingency for a maintenance reserve deposit

Sponsors:

Indexes:

Code sections:

Attachments: Mini FS Baseball Fund 2022

Date Ver. Action By Action Result

#### **From**

Becky L. Brooks, CFO

#### **Title**

Ordinance amending the FY 2020/2021 Baseball Operating Fund by appropriating \$1,300,000 from fund balance for a cash grant to MLC Dallas Stadium Co, LLC (or related assignee), and \$200,000 from contingency for a maintenance reserve deposit

#### **Presenter**

Becky L. Brooks. Chief Financial Officer

#### **Recommended Action**

Approve

#### **Analysis**

On 11/17/2020, City Council approved agenda item 20-10384 authorizing City Manager to execute a 380 Agreement and a Ground Lease with MLC Dallas Stadium Co, LLC in the amount of \$1,300,000 cash grant and another \$200,000 maintenance reserve deposit. The cash grant is to be paid upon final execution of all legal matters, and written request of the tenant, which will occur prior to commencement of construction. The maintenance reserve deposit is to be provided on or before the Rent Commencement Date (as defined in the Lease) and after tenant has met agreement provisions. If the provisions are not met within the FY 2020/2021, the authorization will lapse and a new appropriation requested in FY 2021/2022.

The Baseball Operating Fund is a fund that originally collected an optional sales tax levy. Once the levy was discontinued for that purpose, the fund continued to carry residual balances and accrued rent payments, which are now in excess of \$1,800,000. Staff and outside bond counsel believe that the use of those funds toward another sports-related project at the same location is appropriate.

File #: 20-10645, Version: 1

#### **Financial Consideration**

Funding for the grant, in the amount of \$1,300,000, is available from the unobligated fund balance in the FY 2020/2021 Baseball Operating Fund (317992). The \$200,000 in maintenance reserve deposit will also come from the Baseball Operating Fund in an contingency account of \$500,000 previously authorized.

#### **Body**

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/21 BASEBALL OPERATING FUND BY APPROPRIATING \$1,300,000 FROM THE UNOBLIGATED FUND BALANCE IN THE FY 2020/2021 BASEBALL OPERATING FUND (317992) AND FOR A CASH GRANT AND \$200,000 FROM CONTINGENCY FOR A MAINTENANCE RESERVE DEPOSIT

WHEREAS, on 11/17/2020 City Council authorized the execution of a 380 cash grant and a ground lease agreement with MLC Dallas Stadium Co, LLC;

WHEREAS, said cash grant requires official appropriation of the City Council through a formal budget amendment; and

WHEREAS, balances in the Baseball Operating Fund are deemed available for this purpose.

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

SECTION 1. That the FY 2020/2021 Baseball Operating Fund be amended by appropriating \$1,300,000 from the unobligated fund balance for the cash grant.

SECTION 2. That the FY 2020/2021 Baseball Operating Fund be amended by transferring \$200,000 from contingency to use as a Maintenance Reserve deposit.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, DECEMBER 15, 2020.



City Hall 300 W. Main Street Grand Prairie, Texas

### Legislation Details (With Text)

File #: 20-10605 Version: 1 Name: Ordinance; Professional service contract with

Freese and NIchols, Inc. for the 360 South Area

Plan

Type: Ordinance Status: Consent Agenda

File created: 11/16/2020 In control: Planning

On agenda: 12/15/2020 Final action:

Title: Ordinance amending the FY 2020/2021 Capital Improvements Projects Budget; Professional Services

Contract with Freese and Nichols, Inc.(FNI) for the 360 South Area Plan in the not to exceed amount

of \$110,000

Sponsors:

Indexes:

**Code sections:** 

Attachments: City Standard Agreement for Professional Services FNI SIGNED.pdf

WO 621.110.xlsx

Date Ver. Action By Action Result

#### **From**

Max

#### Title

Ordinance amending the FY 2020/2021 Capital Improvements Projects Budget; Professional Services Contract with Freese and Nichols, Inc.(FNI) for the 360 South Area Plan in the not to exceed amount of \$110,000

#### **Presenter**

Rashad Jackson, Director of Planning and Development

#### **Recommended Action**

Approve

#### **Analysis**

The City of Grand Prairie is undertaking a small area plan focused around the south 360 corridor from Ragland/Debbie Road to the ETJ. The purpose of this effort is to update a portion of the 2018 Comprehensive Plan to reflect development in the southern region and to take a more focused look at desired and potential land uses in this area. Factors will include floodplain and other natural constraints, current zoning, and City Council's stated desire that this area be predominantly medium to high-end single-family residential with limited multi-family and non-retail commercial uses.

This planning project will build upon and update the City's Comprehensive Plan for the southern sector by outlining strengths, weaknesses, constraints, and possibilities specifically related to the remaining undeveloped properties along the corridor in the context of surrounding residential and commercial development in the cities of Arlington, Mansfield, Midlothian, and Venus. FNI will also analyze the impact of potential road construction by TX DOT within the area, specifically frontage roads on highway 287 and the future extension of highway

File #: 20-10605, Version: 1

360. The report itself will be concise and will include relevant maps and photos as necessary to convey highest and best uses.

#### **Financial Consideration**

Funding for this professional services contract in the total amount of \$110,000, is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Street Capital Projects Fund (400192) to WO #02111003 (360 South Area Plan)

#### **Body**

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECT BUDGET BY TRANSFERRING AND APPROPRIATING \$110,000 FROM THE UNOBLIGATED FUND BALANCE IN THE STREET CAPITAL PROJECTS FUND (400192) TO WO #02111003 (360 SOUTH AREA PLAN)

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 \$110,000 from the unobligated fund balance in the Street Capital Projects Fund (400192) to WO #02111003 (360 South Area Plan)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, DECEMBER 15TH, 2020.

#### (PLANNING & DEVELOPMENT SERVICES) PROFESSIONAL SERVICE CONTRACT CITY OF GRAND PRAIRIE

STATE OF TEXAS §

**§** KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

**THIS CONTRACT** is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY") and **FREESE & NICHOLS**, **INC.** (hereinafter referred to as "VENDOR") and evidences the following:

#### I. PURPOSE

PROFESSIONAL shall provide Planning Services for Project known as South 360 Corridor Study.

#### II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

- A. PROFESSIONAL hereby covenants and agrees that PROFESSIONAL is to work closely with the CITY's Department Director or their designee, and/or other appropriate officials of the CITY, and that PROFESSIONAL is to perform any and all tasks required of PROFESSIONAL to fulfill the purposes of this Contract.
- B. PROFESSIONAL and the CITY covenant and agree that PROFESSIONAL shall perform all of the services and work contained in PROFESSIONAL'S proposal to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control.
- C. PROFESSIONAL expressly covenants and agrees to provide the CITY with such written reports as may be required by the scope of the proposal.
- D. PROFESSIONAL will provide the CITY with five (5) bound paper copies of the plan report, an electronic PDF copy of the report for additional reproduction by the CITY, and a compact disc (CD) containing digital files of the report, chart, tables, maps, or other data developed specifically for the project.

#### III. PERFORMANCE OF WORK

PROFESSIONAL or PROFESSIONAL'S associates and employees shall perform all the work called for in this Contract. PROFESSIONAL hereby covenants and agrees that all of PROFESSIONAL'S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract.

#### IV. PAYMENT

The CITY shall pay to PROFESSIONAL a lump sum fee of One Hundred and Ten Thousand Dollars (\$110,000) dollars for the services including expenses. PROFESSIONAL shall bill CITY on a monthly basis for services rendered, based upon amount of work completed. City shall make prompt monthly payments in the amount shown by the PROFESSIONAL'S approved monthly statements and other documentation submitted. No interest shall ever be due on late payments. Within 30 days after the final completion and acceptance by the CITY of all work under this Contract, and demonstration of payment of all suppliers and sub-contractors final payment shall be due.

#### V. TERM OF THE CONTRACT

This Contract shall commence and be in full force and effect upon the signing of the Contract and observance of the appropriate formalities. This Contract shall terminate by June 30, 2021, at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract, or, unless otherwise terminated as provided in Paragraph XVI herein. Throughout the project the PROFESSIONAL must establish and maintain procedures for tracking and reporting progress. On Projects lasting over two months and exceeding \$15,000, the PROFESSIONAL shall submit to the City written progress reports on a monthly basis. The reports shall include a brief summary of progress relative to each phase of work of the project. Reports shall include minutes of review meetings, documentation of any changes, and shall address issues and challenges encountered as well as anticipated project milestones according to the schedule, and anticipated solutions to keep the project on schedule.

#### VI. CONTRACT PERSONAL

PROFESSIONAL and the CITY hereby covenant and agree that this Contract provides for personal services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

#### VII. CONFLICT OF INTEREST

PROFESSIONAL hereby covenants and agrees that during the Contract period that PROFESSIONAL and any of PROFESSIONAL'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by PROFESSIONAL pursuant to this Contract will be conducted by employees or associates of PROFESSIONAL. PROFESSIONAL further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of PROFESSIONAL will render this Contract voidable by the CITY.

#### VIII. CHANGE IN WORK

The CITY, through its Department Director, may request changes in the scope and focus of the activities and studies called for under this Contract. Any such change which, in the opinion of PROFESSIONAL or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to PROFESSIONAL must be mutually agreed upon by PROFESSIONAL and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to PROFESSIONAL of the fee stated in Paragraph IV hereof must first be approved by the CITY's City Manager or City Council, where applicable.

#### IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by PROFESSIONAL under this Contract shall be kept confidential and may not be made available to any individual or organization by PROFESSIONAL without the prior written approval of the CITY except as may be required by law.

#### X. OWNERSHIP OF DOCUMENTS

PROFESSIONAL acknowledges that CITY owns all notes, reports, or other documents intellectual property or documentation produced by the PROFESSIONAL pursuant to this agreement or in connection with its work. PROFESSIONAL acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information. However, PROFESSIONAL acknowledges that the finished product, the report and/or documents and plans prepared for the CITY, as well as city documents reviewed in the preparation of the report, are the property of the CITY. PROFESSIONAL shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request. CITY agrees to keep all such information in the strictest of confidence and not to disclose such material to any third party or allow any third party access to such material except as such disclosure is expressly required to applicable law.

#### XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract. VENDOR verifies that it does not "boycott Israel" as that term is defined in Tex. Govt. Code §808.001, and will not boycott Israel during the term of this contract.

#### XII. INDEPENDENT CONTRACTOR

By the execution of this Contract, the CITY and PROFESSIONAL do not change the independent contractor status of PROFESSIONAL. No term or provision of this Contract or any act of PROFESSIONAL in the performance of this Contract may be construed as making PROFESSIONAL the agent or representative of the CITY.

#### XIII. INSURANCE

Prior to the commencement of work under this Contract, PROFESSIONAL shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily, death, automobile liability, worker's compensation, and property damage coverage. The minimum limit for this coverage shall be \$1,000,000 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. The PROFESSIONAL shall also obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract a professional liability (errors and omissions) insurance policy placed with a company rated at least A-/X by Best's Key Rating Guide, authorized to do business in Texas, in an amount not less than \$1,000,000. The CITY shall be named as an additional insured under such general liability and automobile policies, and a provision shall be incorporated in the policies whereby the CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies. PROFESSIONAL shall provide a waiver of subrogation in favor of the CITY on all coverages except professional liability, evidenced by return receipt of United States Certified Mail. PROFESSIONAL shall furnish the CITY with original copies of said policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

#### XIV. HOLD HARMLESS

PROFESSIONAL shall indemnify, defend, and hold the City harmless against any liability for damages to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by PROFESSIONAL or the Professional's agent, consultant under contract, or another entity over which the PROFESSIONAL exercises control, to the full extent authorized under Section 271.904(a) of the Texas Local Government Code.

#### XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

#### XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least ten (10) days prior written notice thereof to PROFESSIONAL with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate PROFESSIONAL, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. PROFESSIONAL shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

#### XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

#### XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States of America.

#### XIX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

#### XX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

#### CITY:

City of Grand Prairie

ATTN: Bryce Davis, Purchasing Manager | Purchasing Division

326 W. Main Street, Grand Prairie, TX 75050

PO Box 534045, Grand Prairie, TX 75053-4045

Phone 972-237- 8271 | Email purchasingfax@gptx.org

City of Grand Prairie

ATTN: Dept Contact Title | Department/division

Address, Grand Prairie, TX 75050

PO Box 534045, Grand Prairie, TX 75053-4045

Phone 972-237-8000 | Email dept@gptx.org

#### VENDOR:

Freese and Nichols, Inc.

ATTN: David Jones, Urban Planning

2711 N. Haskell Ave., Ste. 3300, Dallas, TX, 75204 Phone 214-217-2299 | Email David.jones@freese.com

#### XXI. SEVERABILITY

In the event that 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 considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

#### XXII. RIGHT OF REVIEW

PROFESSIONAL covenants and agrees that the CITY, upon reasonable notice to PROFESSIONAL, may review any of the work performed by PROFESSIONAL under this Contract.

#### XXIII. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their successors, and, except as otherwise provided herein, their assigns.

#### XXIV. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and in no way alter the substance of the terms and conditions of this Contract.

#### XXV. WAIVER OF ATTORNEYS FEES

PROFESSIONAL and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

#### XXVI. STANDARD OF CARE

PROFESSIONAL perform the service required under the contract with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

EXECUTED this theday of				
CITY OF GRAND PRAIRIE, TEXAS	FREESE AND NICHOLS, INC.			
By:	By: Wendy Shabay			
Cheryl De Leon, Deputy City Manager	Printed 32200FB34BC24B4 Name: Wendy Shabay			
ATTEST:	Title:Vice President/ Principal			
Cathy E. DiMaggio, City Secretary				
APPROVED AS TO FORM:				
Megan Mahan, City Attorney				

#### SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

#### ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

#### **Project Understanding**

The City of Grand Prairie is undertaking a small area plan focused around the south 360 corridor from the intersection of 360 with Ragland Road and Debbie Road to the southern city limits and the limits of the extraterritorial jurisdiction (ETJ). The purpose of this effort is to update a portion of the 2018 Comprehensive Plan to reflect development in the southern section of Grand Prairie and surrounding areas as defined herein and to examine desired and potential land uses for remaining undeveloped properties in this area that are under the city's current or future jurisdiction. Factors the plan will study or consider include floodplain and other natural constraints, current zoning, and the City Council's stated desire that this area be predominantly medium to high-end single-family residential and retail commercial with limited multi-family and non-retail commercial uses.

This project will build upon and update the 2018 Comprehensive Plan for the southern sector by outlining strengths, weaknesses, constraints, and opportunities specifically related to the remaining undeveloped properties along the corridor. Analysis will be conducted by accounting for surrounding residential and commercial development in the cities of Arlington, Mansfield, Midlothian, and Venus in addition to development that already exists in Grand Prairie. FNI will also consider the potential development implications of potential road construction by TX DOT within the area, specifically future frontage roads on US 287 and the future extension of SH 360 within the city limits and ETJ. The report itself will be concise and will include relevant maps and photos as necessary to convey highest and best uses.

FNI will engage with Catalyst Commercial to do a retail study of the defined area and use the results of the study to inform land use recommendations in the plan.

#### Study Area

The study area is located along the SH 360 Corridor and includes parcels along the corridor beginning at Ragland Road and extending to the south, including parcels to the west and south of Joe Pool Lake in Grand Prairie to the southern city limits and including the extraterritorial jurisdiction (ETJ) of Grand Prairie, Texas.

#### Scope of Work

#### Task 1 - Trip One - Staff Kick-Off Meeting and Site Tour

- a. FNI will attend one (1) kick-off meeting with the CITY. The purpose of the meeting will be to review the project scope, schedule, communication, expectations, deliverables, and CITY and FNI tasks.
- b. Immediately following the kick-off meeting, FNI and the CITY will participate in a site tour of the study area for the purpose of documenting existing conditions and development.

#### **Task 2 - Review Existing Documents**

FNI will review existing documents and developments that are existing, proposed, or under construction within Grand Prairie and areas of Arlington, Mansfield, Midlothian, and Venus that are adjacent to the study area defined above, and provide analysis of their impacts on potential development in the study area with assistance from Catalyst Commercial. FNI will conduct up to six (6) interviews with developers and landowners with interest in the corridor to gain feedback on their vision for property in the corridor and what the market will support.



FNI will not conduct any outreach to the general public with this plan. Existing plans and studies in the possession of the CITY will be provided to FNI by the CITY if they are not already available to FNI.

**Task 3- Existing Conditions Baseline and Mapping:** FNI will coordinate with the CITY to obtain study area data such as aerial imagery, GIS information, and other relevant data FNI will need during the planning process.

FNI will review and document existing physical conditions in the area with heavy emphasis on GIS mapping and assessment. The following are the specific elements to be documented in assessing existing conditions:

- a. Base map with parcels
- b. Current municipal and ETJ boundaries and regulatory elements;
- c. Major physical features such as tree coverage, floodplains, topography, waterways, Joe Pool Lake, steep slopes or other important land features;
- d. Existing land uses, block patterns, land values, existing buildings, and pavement;
- e. Vacant and underutilized parcels, ownership patterns, and the potential for assembly of significant parcels for new development or redevelopment in catalyst locations.

FNI will analyze the GIS maps to provide a brief explanation of their impacts on development potential with the assistance of Catalyst.

**Task 4 - Trip 2- City Staff Workshop:** During this meeting, FNI will provide an overview of the existing conditions and, with the assistance of Catalyst, lead the group in discussions on preliminary ideas and scenarios to capitalize on the market and opportunities to leverage roadway improvements and amenities within the corridor to develop desired land uses.

**Task 5 - Trip 3- P&Z Workshop:** Conduct a workshop with the Planning and Zoning Commission to provide informal comments and concerns regarding existing land uses and desired land uses.

Task 6 – Trip 4 - Council Workshop: Conduct a workshop with Council to provide informal comments and concerns regarding existing land uses and desired land uses. FNI will summarize desires from both P&Z and Council workshops.

#### Task 7 – Retail Analysis

FNI will work with Catalyst Commercial to analyze the potential for retail uses in the study area on page 1. The scope for the Retail Analysis is provided separately.

#### Task 8 - Recommended Highest and Best Uses

FNI will prepare a brief report to outline constraints and opportunities within the study area. Constraints will articulate physical features, roadway access, site encumbrances, and economic data. Opportunities will integrate three land use scenarios based on the scenario models in the retail analysis (task 6) and will outline highest and best uses for the area based on the timing of roadway improvements and the market for commercial development. FNI will coordinate with TXDOT to determine timing and likely alignment of US 287 frontage roads and SH 360 extension but will not perform modeling or traffic projections within the area with reference to land use recommendations. The report will build upon the 2018 Comprehensive Plan and may include new recommendations or strategies not contemplated in that plan.

#### Task 9 - Conceptual Land Use Plan

FNI will prepare a generalized conceptual land use plan for the project area to assist the city with regulatory and entitlement decisions. The land use categories will include descriptions of recommended land uses with a focus on desired residential mixture including areas identified in tasks 6 and 7 as being suitable for retail commercial and high-end gated residential development.

#### Task 10 - Deliverable - Draft Report



FNI will prepare one (1) draft report that will document the planning process, input, analysis, and strategies from the previous task. The report will present a clear narrative with accompanying graphics and figures. The draft will be provided to the CITY staff and entities described in the preceding tasks. The CITY should compile all comments and provide as a single submittal back to FNI as to minimize revision submittals. FNI will incorporate comments and proceed to prepare a final report.

**Task 11 - Trip 5 - Final Presentation and Deliverables:** FNI will prepare a brief final report with a format similar to other recent corridor plans produced for the CITY that incorporates any comments from the CITY including the workshops described in tasks 4-6. The final report will be prepared in InDesign software. FNI will provide:

- a. Five (5) bound paper copies of the Small Area Plan report.
- b. Electronic PDF copy of the report for additional reproduction by the City.
- c. CD containing digital files of the report, chart, tables, maps, or other electronic data developed specifically for the project.

#### **Trip Summary:**

Trip 1 - Staff Kick-Off Meeting and Site Tour

Trip 2 – City Staff Workshop

Trip 3 – P&Z Workshop

Trip 4 – Council Workshop

**Trip 5 – Final Presentation** 

#### ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by Client, which are not included in the above described basic services, are described as follows:

- A. Providing renderings, model, and mock-ups requested by the Client.
- B. Conducting traffic projections or operational modeling of potential future conditions for assessment of needed lane or intersection provisions.
- C. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
- D. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Client.
- E. Meeting or trips in excess of the number of meetings included in Article I for site visits, coordination meetings, or other activities.
- F. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- G. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- H. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.



- I. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- J. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- K. Providing document revisions in excess of those outlined in Article I.

#### **ARTICLE III**

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within six (6) months.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.



#### ARTICLE IV

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

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article 1.
- B. Contact meeting invitees for stakeholder and public meeting. This includes email, mail, newsletter or other forms of notification.
- C. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI.
- F. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- G. Bear all costs incident to compliance with the requirements of this Article IV.



# ARTICLE V

# **DESIGNATED REPRESENTATIVES**: FNI and Client designate the following representatives:

Owner's Designated Representative	Name:Address:
	Phone:Email:
Owner's Accounting Representative	Name:Address:
	Phone:Email:
FNI's Designated Representative –	Wendy Shabay, AICP 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 (817) 735-7259 wds@freese.com
FNI's Accounting Representative –	Stephanie Kirchstein 2711 North Haskell Avenue, Suite 3300 Dallas, Texas 75204 214-217-2212 Stephanie.Kirshstein@freese.com



07-20

#### TERMS AND CONDITIONS OF AGREEMENT

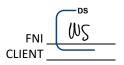
- 1. **DEFINITIONS:** The term Client as used herein refers to the <u>City of Grand Prairie, TX</u>. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.
- 2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
- 3. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
- 4. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
- 5. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
- 6. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
- 7. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
- 8. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or pmills incident.

CLIENT WS

07-20 ATTACHMENT TC

of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If Client designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.

- 9. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.
- 10. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CLIENT and in acceptance of the Services as satisfactory by the Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.
  - If Client fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
- 11. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
  - Neither Client nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.
- 12. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.





# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie. Texas

### Legislation Details (With Text)

File #: 20-10641 Version: 1 Name: Ordinance Purchase of 11 Tasers from Axon Inc.

Type:OrdinanceStatus:Consent AgendaFile created:11/25/2020In control:Municipal Court

On agenda: 12/15/2020 Final action:

Title: Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget:; one time purchase of

eleven (11) model 7 Tasers, holsters and additional cartridges from Axon Enterprise Inc. in the amount

of \$23,514.59

Sponsors:

Indexes:

**Code sections:** 

Attachments: Grand Prairie Marshal's Office - TX - TASER 7 (11) Close Quarter.pdf

**Budget Summary.xlsx** 

Date Ver. Action By Action Result

#### From

Steven Cherry

#### **Title**

Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget:; one time purchase of eleven (11) model 7 Tasers, holsters and additional cartridges from Axon Enterprise Inc. in the amount of \$23,514.59

#### Presenter

Steven Cherry, Court Services Director

#### **Recommended Action**

Approve

#### **Analysis**

The marshals are currently utilizing the first generation Taser model X26 which is outdated and very difficult to find cartridges. With the expansion of the marshals division the current inventory does not allow for each marshal to have a Taser. The model 7, is the most recent release by Axon and this is the model the Police Department will be transitioning to next year. This is a one time cost and will come with a 5-year warranty and new cartridges each of the 5 years.

#### **Financial Consideration**

Funding for the purchase of the Tasers and related equipment from Axon Inc. in the amount of \$23,514.59, is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Capitol Reserve Fund (402590) to WO #02110903 (MC Tasers and related equipment). The purchase is being made off of BuyBoard 603-20 and has been reviewed and approved by Purchasing.

#### **Body**

File #: 20-10641, Version: 1

CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$23,515 FROM THE UNOBLIGATED FUND BALANCE IN THE CAPITAL RESERVE FUND (402590, to WO #02110903 (MC TASERS AND RELATED EQUIPMENT)

SECTION 1. THAT THE FY 2020/2021 Capital Improvement Projects Budget be amended by transferring and appropriating from the unobligated fund balance in the Capitol Reserve Fund (402590) to WO #02110903 (MC Tasers and related equipment)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, DECEMBER 15, 2020.

#### Q-275909-44166.115AS

Issued: 12/01/2020



Quote Expiration: 12/28/2020

Account Number: 210562

Payment Terms: Net 30 Delivery Method: Fedex - Ground



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States Phone: (800) 978-2737

#### **SHIP TO**

Steven Cherry Grand Prairie Marshal's Office - TX 200 W. Main St. Grand Prairie, TX 75053 US

#### **BILL TO**

Grand Prairie Marshal's Office - TX 200 W. Main St. Grand Prairie, TX 75053 US

#### SALES REPRESENTATIVE

Adam Smith
Phone: (480) 463-2201
Email: asmith@taser.com
Fax: (480) 463-2201

#### PRIMARY CONTACT

Steven Cherry Phone: (817) 233-4740 Email: sdcherry@gptx.org

#### Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware		(3.53.11.10)				
20213	TASER 7 CQ HANDLE CLASS 3R		11	0.00	0.00	0.00
20020	TASER 7 BATTERY PACK, NON- RECHARGEABLE		11	0.00	0.00	0.00
20020	TASER 7 BATTERY PACK, NON- RECHARGEABLE		11	0.00	0.00	0.00
20063	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND		11	0.00	0.00	0.00
74208	TASER 7 SINGLE BAY BATTERY DATAPORT, NORTH AMERICA		1	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		33	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		22	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20219	TASER 7 CQ HANDLE 4-YEAR EXTENDED WARRANTY		11	0.00	0.00	0.00
20221	SINGLE BAY DATAPORT 4-YEAR EXTENDED WARRANTY		1	0.00	0.00	0.00
Other						
20227	TASER 7 CQ BUDGET PLAN		11	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	12	11	0.00	0.00	0.00

# Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Cont	tinued)					
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8- BAY, AB2 1-BAY / 6-BAY DOCK		1	0.00	0.00	0.00
20224	TASER 7 CQ BUDGET PAYMENT	60	11	2,340.00	2,137.69	23,514.59
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	495.00	0.00	0.00
					Subtotal	23,514.59
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	23,514.59

### **Trade In Credit**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		6	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

# Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		22	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

# Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		22	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

### Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		22	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

# Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		22	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

**Grand Total** 23,514.59



# Discounts (USD)

Quote Expiration: 12/28/2020

List Amount	26,235.00
Discounts	2,720.41
Total	23,514.59

<sup>\*</sup>Total excludes applicable taxes

# **Summary of Payments**

Payment	Amount (USD)
Year 1	23,514.59
Trade In Credit	0.00
Year 2	0.00
Year 3	0.00
Year 4	0.00
Year 5	0.00
Grand Total	23,514.59

#### **Notes**

The parties agree that Axon is granting a credit of \$720.00 (applied to Year 1 Payment) for trade-in of CEW hardware. This credit is based on a ship date range of 11/15/2020-11/30/2020, resulting in a 12/15/2020 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

BuyBoard 603-20 used for pricing, purchasing, and Terms justification.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

#### **Axon's Sales Terms and Conditions**

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <a href="https://www.axon.com/legal/sales-terms-and-conditions">www.axon.com/legal/sales-terms-and-conditions</a>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	Date:	
Name (Print):	Title:	
PO# (Or write N/A):		

Please sign and email to Adam Smith at asmith@taser.com or fax to (480) 463-2201

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

***Axon Internal Use Only***				
		SFDC Contract#:		
		Order Type: RMA #: Address Used:		
Review 1	Review 2	SO#:		
Comments:				



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10651 Version: 1 Name: Ordinance; Purchase of additional licenses with

Tyler Technolgies for EnerGov Business Management Suite Licenses and Contract

Amendment No. 1

Type: Ordinance Status: Consent Agenda

File created: 12/1/2020 In control: Engineering

On agenda: 12/15/2020 Final action:

**Title:** Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Change Order #1 in

the amount of \$64,000 to add twenty (20) additional EnerGov Business Management Suite Licenses from Tyler Technologies. In addition, a contract amendment for the removal of EnerGov software components deemed no longer necessary resulting in a decrease in contract costs of \$15,000

Sponsors:

Indexes:

**Code sections:** 

Attachments: Grand Prairie TX Amendment 112920.pdf

WO 619.155.xlsx

Date Ver. Action By Action Result

#### **From**

Thao Vo

#### Title

Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Change Order #1 in the amount of \$64,000 to add twenty (20) additional EnerGov Business Management Suite Licenses from Tyler Technologies. In addition, a contract amendment for the removal of EnerGov software components deemed no longer necessary resulting in a decrease in contract costs of \$15,000

#### **Presenter**

Thao Vo, Audit Services Internal Auditor

#### **Recommended Action**

Approve

#### **Analysis**

On November 6, 2018 Council awarded a Price Agreement for the Purchase, Implementation, and Maintenance of EnerGov Permitting, Inspections, Planning, and Engineering (PIPE) software from Tyler Technologies for a total cost of \$1,686,312 (implementation and year one cost of \$1,570,862; year two maintenance cost of \$115,450) for one year with the option to renew for one additional one-year period.

This change order #1 is to add 20 EnerGov Business Management Suite Licenses for a total cost of \$64,000 (one-time fees of \$53,340 and recurring annual fees of \$10,660). In addition, a contract amendment for the removal of EnerGov software components deemed no longer necessary resulting in a decrease in contract costs

File #: 20-10651, Version: 1

of \$15,000 (one-time fees of \$12,500 and recurring annual fees of \$2,500).

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

#### **Financial Consideration**

Funding for change order/amendment No. 1, in the total amount of \$64,000, is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Water Capital Projects Fund (500592) WO #01915501 (FY19 Software Upgrade - Tyler Technologies WTER).

#### **Body**

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECT BUDGET BY TRANSFERRING AND APPROPRIATING \$64,000 FROM THE UNOBLIGATED FUND BALANCE IN THE WATER CAPITAL PROJECTS FUND (500592) TO WO #01915501 (FY19 SOFTWARE UPGRADETYLER TECHNOLOGIES)

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 Project Budget be amended by transferring and appropriating \$64,000 from the unobligated fund balance in the Water Capital Projects Fund (500592) WO #01915501 (FY19 Software Upgrade -Tyler Technologies)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, DECEMBER 15, 2020.



#### **AMENDMENT**

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and City of Grand Prairie, with offices at 1525 Arkansas Lane, Grand Prairie, Texas 75052 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated December 4, 2018 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The Tyler Software listed below is hereby removed from the Agreement as of the Amendment Effective Date. Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3<sup>rd</sup> party products.

Component Description	Price		Maintenance	
Energov content Management API	\$	7,500	1,500.00	
Energov IVR API	\$	5,000	1,000.00	
Total	\$	12,500	\$ 2,500	

- 2. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
  - a. <u>License Fees</u>. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date").
  - b. <u>Maintenance Fees</u>. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Available Download Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
  - c. <u>Services Fees & Expenses</u>. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
- 3. If applicable, any monies paid by you to us for the items removed in this Amendment shall be applied to your account for the purchases listed in Exhibit 1, below.



#### Amendment to Contract ID# 2016-23555

- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 5. Except as expressly indicated in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	City of Grand Prairie
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:





# Exhibit 1 Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK





Quoted By: Craig Dixon
Date: 10/21/2020
Quote Expiration: 12/31/2020

Quote Name: City of Grand Prairie-EG-additional BM users

Quote Number: 2020-114476

Quote Description: Tyler EnerGov BM-LRM users, Grand Prairie TX, OP

#### **Sales Quotation For**

City of Grand Prairie 1525 Arkansas Ln Grand Prairie, TX 75052-7401 Phone +1 (972) 237-8067

#### **EnerGov Software**

Description	License	Users/Units	Module Total	Year One Maintenance
Core Software:				
EnerGov Business Management Suite	\$2,6	67.00 20	\$53,340.00	\$10,660.00
	TOTAL:		\$53,340.00	\$10,660.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$53,340.00	\$10,660.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$53,340.00	\$10,660.00
Contract Total	\$64,000.00	

Unless otherwise indicated in the contract or amendme	nt thereto, pricing for optional items will be held for			
six (6) months from the Quote date or the Effective Date of the contract, whichever is later.				
Customer Approval:	Date:			
Print Name:	P.O. #:			
All primary values quoted in US Dollars				

#### **Comments**

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10673 Version: 1 Name: TIF Board - TIRZ #3 Project Plan

Type: Ordinance Status: Consent Agenda

File created: 12/4/2020 In control: Economic Development

On agenda: 12/15/2020 Final action:

Title: Ordinance adopting TIF Board Recommendation related to TIRZ #3 Amended Project Plan &

Financing Plan

Sponsors:

Indexes:

Code sections:

Attachments: EXHIBIT A - Boundary Description

**EXHIBIT B - Boundary Map** 

EXHIBIT C - Grand Prairie TIRZ 3 Final Amended PFP v2 (1)

Date Ver. Action By Action Result

#### **From**

Marty Wieder

#### **Title**

Ordinance adopting TIF Board Recommendation related to TIRZ #3 Amended Project Plan & Financing Plan

#### **Presenter**

Marty Wieder, Director of Economic Development

#### **Recommended Action**

Approve

#### **Analysis**

The Board of Directors of City of Grand Prairie's Tax Increment Reinvestment Zone (TIRZ) #3 met on November 18, 2020 and recommended adoption of a final Amended Project Plan and Financing Plan. Consultants with David Pettit Economic Development prepared an ordinance for the City Council to consider accepting this Amended Project Plan and Financing Plan confirming a pledge of present and future TIF funds.

In particular, the Amended Project Plan and Financing Plan projects \$86,518,568 in TIF revenues available for project costs between now and 2041 in the following categories:

- Water Facilities and Improvements
- > Sanitary Sewer Facilities and Improvements
- > Storm Water Facilities and Improvements
- Transit/Parking ImprovementsTH8029
- > Street and Intersection Improvements
- > Open Space, Public Facilities and Improvements

- **Economic Development Grants**
- ➤ Administrative Costs

#### **Financial Consideration**

Tax Increment Reinvestment Zone #3 Amended Project Plan and Financing Plan - \$86,518,568

#### **Body**

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ORDINANCE NO. 6126, CONCERNING TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, CITY OF GRAND PRAIRIE, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, BY EXPANDING THE BOUNDARIES AND EXTENDING THE TERM OF TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE, CITY OF GRAND PRAIRIE, TEXAS

WHEREAS, the City of Grand Prairie, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a noncontiguous geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain noncontiguous geographic area in the City, which is more specifically described in *Exhibits* "A" and "B" of this Ordinance (the "Zone"), through the expansion of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

**WHEREAS**, on July 13, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6097 designating a contiguous geographic area within the City as a Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

WHEREAS, on August 17, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6126 amending Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

**WHEREAS**, on August 17, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6127 Dedicating 100% of the Tax Increment Levied and Collected by the City of Grand Prairie to Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

WHEREAS, on August 31, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6130 to reflect the terms of the final negotiated agreements with taxing jurisdictions participating in

Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

WHEREAS, by tax year 2012, City of Grand Prairie, Tarrant County, Tarrant County Hospital District and Tarrant County College ceased collection and payment of all increment from the Tarrant County parcels in the Zone as obligations for projects located in the Tarrant County portion of the Zone were fully paid; and

WHEREAS, the City Council of the City of Grand Prairie, Texas, now desires to further amend Reinvestment Zone Number Three, City of Grand Prairie, Texas, to expand the boundaries of the existing Reinvestment Zone Number Three and extend the term; and

WHEREAS, upon approval of this Ordinance, Reinvestment Zone Number Three, City of Grand Prairie, Texas, will consist of noncontiguous land, as described and depicted in Exhibits "A" and "B" of this Ordinance, a copy of which is attached hereto and is incorporated herein for all purposes; and

WHEREAS, Section 311.01 l(e) of the Texas Tax Code, in pertinent part provides, "If an amendment reduces or increases the geographic area of the zone, increases the amount of bonded indebtedness to be incurred, increases or decreases the percentage of a tax increment to be contributed by a taxing unit, increases the total estimated project costs, or designates additional property in the zone to be acquired by the municipality or county, the approval must be by ordinance or order, as applicable, adopted after a public hearing that satisfies the procedural requirements of Sections 311.003(c) and (d);" and

WHEREAS, pursuant to and as required by the Act, the City has prepared an Amended Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, City of Grand Prairie, attached as Exhibit C (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the expansion of the proposed zone was published in a newspaper having general circulation in the City on December 9, 2019, which date is before the seventh (7th) day before the public hearing held on December 17, 2019; and

WHEREAS, at the public hearing on December 17, 2019, interested persons were allowed to speak for or against the expanded boundaries of the Zone, the extension of the term, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

**WHEREAS**, evidence was received and presented at the public hearing on December 17, 2019, and in favor of the amendment of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on December 17, 2019; and

WHEREAS, the City has taken all actions required to expand the Zone including, but not

limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed expanded reinvestment zone.

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

#### SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

#### **SECTION 2. FINDINGS.**

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the expansion of the reinvestment zone and extension of the term has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- (b) That the expansion of the reinvestment zone with boundaries as described and depicted in *Exhibits "A"* and *"B"* will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and
- (c) That the expanded reinvestment zone, as defined in *Exhibits "A"* and "B", meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
  - 1. It is a geographic area located wholly within the City limits of the City; and
  - 2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.
- (d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

- (e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 25 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and
- (g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

#### **SECTION 3. DURATION OF THE ZONE.**

That the expanded Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2041; (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

#### SECTION 4. TAX INCREMENT BASE

That the Tax Increment Base for the original boundaries of the TIRZ is the total appraised value of all real property taxable by the City and located in the TIRZ, determined as of January 1, 1999, when the TIRZ was designated, and for those parcels added to the TIRZ with this boundary expansion included in this December 17, 2019 amendment, the appraised value is to be determined as of January 1, 2019.

#### SECTIONS 5. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

#### SECTION 6. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by

#### File #: 20-10673, Version: 1

Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

#### **SECTION 7. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF DECEMBER 2020.

# EXHIBIT A BOUNDARY DESCRIPTION

Grand Prairie TIRZ #3 is noncontiguous and is made up of eight area development zones (ADZ).

#### **ADZ #1**

Beginning at the point where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDES00, thence

Following the boundary of Property ID 28JOEPOOLLANDES00, continuing across Lake Ridge Parkway to the point it meets the western boundary of Dallas County, thence

North along the western boundary of Dallas County to the point it meets where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDES00, which is the point of beginning.

#### **ADZ #2**

Beginning at the point where the northwest corner Property ID 05658446 meets the southern right of way boundary of Howell Street, thence

East along the southern right of way boundary of Howell Street to the point it meets the southwest corner of Property ID 10722319, thence

North to the southern right of way boundary of E Abram Street, thence

East along the southern right of way boundary of E Abram Street to the point it meets the western right of way boundary of S Great Southwest Parkway, thence

South along the western right of way boundary of S Great Southwest Parkway to the point it meets the northern right of way boundary of Timberlake Drive, thence

West along the northern right of way boundary of Timberlake Drive, to the point it meets the western boundary of the City of Grand Prairie, thence

Following the western boundary of the City of Grand Prairie west then north, to the point it meets the northwest corner Property ID 05658446 where it meets the southern right of way boundary of Howell Street, which is the point of beginning.

#### **ADZ #3**

Property ID 40779726, described as SHEFFIELD VILLAGE PH 4, 5 & 6 ADN Block 3 Lot B.

#### **ADZ #4**

Beginning at the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, thence

South along the eastern boundary of Property ID 03956407 to the point it meets Property ID 41506669, thence

South across Kingswood Boulevard to the eastern boundary of Property ID 04641809, thence

South along the eastern boundary of Property ID 04641809 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South to the southern right of way boundary of W Camp Wisdom Road, thence

East along the southern right of way boundary of W Camp Wisdom Road to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

North across W Camp Wisdom Road to the point it meets the southwest corner of Property ID 42182784, thence

North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the northwest corner of Property ID 42301571, thence

East along the northern boundary of Property ID 42301571 to the point it meets the northwest corner of Property ID 42301589, thence

East along the northern boundary of Property ID 42301589, continuing south along the boundary to the to the point it meets the northeast corner of Property ID 42301597, thence

South along the eastern boundary of Property ID 42301597 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South across W Camp Wisdom Road to the point it meets Property ID 40519597, thence

East along the northern boundary of Property ID 40519597 to the point it meets Property ID 41304950, thence

East along the northern boundary of Property ID 41304950 to the point it meets the western right of way boundary of Bee Drive, thence

South along the western right of way boundary of Bee Drive to the point it meets the eastern right of way boundary of Blanco Drive, thence

North along the eastern right of way boundary of Blanco Drive to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the eastern corner of Property ID 04009568, thence

West along the southern boundary of Property ID 04009568 to the point it meets Property ID 04012305, thence

West along the southern boundary of Property ID 04012305 to the point it meets Property ID 04012208, thence

West along the southern boundary of Property ID 04012208 to the point it meets Property ID 07169086, thence

West along the southern boundary of Property ID 07169086 to the point it meets Property ID 07037252, thence

West along the southern boundary of Property ID 07037252 to the point it meets the eastern right of way boundary of Webb Lynn Road, thence

West across Webb Lynn Road to Property ID 03769372, thence

West along the southern boundary of Property ID 03769372 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the northern boundary of Property ID 04012267, thence

East along the northern boundary of Property ID 04012267 to the point it meets Property ID 07169086, thence

East along the northern boundary of Property ID 07169086 to the point it meets Property ID 04012208, thence

East along the northern boundary of Property ID 04012208 to the point it meets Property ID 04012194, thence

East along the northern boundary of Property ID 04012194 to the point it meets the western right of way boundary of Lake Ridge Parkway, thence

North along the western right of way boundary of Lake Ridge Parkway to the point it meets the southeast corner of Property ID 41537750, thence

West along the southern boundary of Property ID 41537750 to the point it meets Property ID 41537769, thence

West along the southern boundary of Property ID 41537769 to the point it meets Property ID 05976901, thence

North along the western boundary of Property ID 05976901 to the point it meets Property ID 05976898, thence

North along the western boundary of Property ID 05976898 to the point it meets Property ID 41601939, thence

North along the western boundary of Property ID 41601939 to the point it meets the southern right of way boundary of W Camp Wisdom Road, thence

North across W Camp Wisdom Road to the southwest corner of Property ID 04641809, thence

West along the northern right of way boundary of W Camp Wisdom Road to the point it meets the southwest corner of Property ID 03921425, thence

North along the western boundary of Property ID 03921425 to the point it meets Martin Barnes Road, thence

East across Martin Barnes Road to the point it meets Property ID 04641795, thence

North along the eastern right of way boundary of Martin Barnes Road to the point it meets Kingswood Boulevard, thence

North across Kingswood Boulevard to the point it meets Property ID 03956407, thence

North along the western boundary of Property ID 03956407, to the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, which is the point of beginning.

#### **ADZ #5**

Beginning at the point where the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road meet the corner of Property ID 42232862, thence

South along the western right of way boundary of N Day Miar Road to the point it meets the eastern corner of Property ID 03734072, thence

West along the southern boundary of Property ID 03734072 to the point it meets Property ID 03895076, thence

South along the eastern boundary of Property ID 03895076 to the point it meets Property ID 03895106, thence

West along the southern boundary of Property ID 03895106 to the point it meets Property ID 05978408, thence

West along the southern boundary of Property ID 05978408 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the southwest corner of Property ID 42232862, thence

North along the western boundary of Property ID 42232862 to the point it meets the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road, which is the point of beginning.

#### **ADZ #6**

Beginning at the point where Property ID 273808 meets the western right of way boundary of FM 661, thence

East across FM 661 to the northwest corner of Property ID 186718, thence

East across the northern boundary of Property ID 186718 to the point it meets the northwest corner of Property ID 186719, thence

East then south along the eastern boundary of Property ID 186719 to the point it meets the eastern boundary of Property ID 186718, thence

South along the boundary of Property ID 186718 to the point it meets Property ID 182243, thence

East then south along the boundary of Property ID 182243 to the point it meets the eastern right of way boundary of FM 661, thence

West across FM 661 to the point the western right of way boundary of FM 661 meets Property ID 273808, thence

South along the eastern boundary of Property ID 273808 to the point it meets Property ID 248355, thence

South along the eastern boundary of Property ID 248355 to the point it meets Property ID 186708, thence

East along the boundary of Property ID 186708 to the point it meets the western right of way boundary of FM 661, thence

East across FM 661 to the point it meets the northwest corner of Property ID 231155, thence

East, then south along the boundary of Property ID 231155, continuing along the boundary until it meets the eastern right of way boundary of FM 661, thence

West across FM 661 to the point it meets the southeast corner of Property ID 186708, thence

West along the southern boundary of Property ID 186708 to the point it meets Property ID 186713, thence

South along the boundary of Property ID 186713, continuing south along the boundary to the point it meets the western boundary of the City of Grand Prairie, thence

North along the western boundary of the City of Grand Prairie as it runs along the eastern right of way boundary of S State Highway 360 to the point it meets Property ID 186699, thence

North along the western boundary of Property ID 186699, continuing east along the boundary until it meets Property ID 273808, thence

East along the northern boundary of Property ID 273808 to the point it meets the western right of way boundary of FM 661, which is the point of beginning.

#### **ADZ #7**

Beginning at the northwest corner of Property ID 28021690010010000 where it meets the southern right of way boundary of W Crossland Boulevard, thence

East along the southern right of way boundary of W Crossland Boulevard to the point it meets the western right of way boundary of S Carrier Parkway, thence

South along the western right of way boundary of S Carrier Parkway, along the eastern boundary of Property ID 28021680010020000, thence

East across S Carrier Parkway to the northwest corner of Property ID 28125000010030000, thence

East along the northern boundary of Property ID 28125000010030000, continuing south along the boundary to the point it meets Property ID 28110450011R10000, thence

East along the northern boundary of Property ID 28110450011R10000, continuing south along the boundary to the point it meets Property ID 28110450011R20000, thence

West along the southern boundary of Property ID 28110450011R20000 to the point it meets S Carrier Parkway, thence

West across S Carrier Parkway to the point it meets Property ID 280216800107C0000, thence

South along western right of way boundary of S Carrier Parkway to the point it meets the southeast corner of Property ID 28021680010080000, thence

West along the northern right of way boundary of Interstate 20 to the point it meets the southwest corner of Property ID 28021680010050000, thence

North along the western boundary of Property ID 28021680010050000 to the point it meets Property ID 28021680010010000, thence

North along the western boundary of Property ID 28021680010010000 to the point it meets Property ID 28021680010090000, thence

North along the western boundary of Property ID 28021680010090000, continuing east along the boundary to the point it meets Property ID 28021690010010000, thence

North along the western boundary of Property ID 28021690010010000 to the point it meets the southern right of way boundary of W Crossland Boulevard, which is the point of beginning.

#### **ADZ #8**

ADZ #8 consists of two non-contiguous areas, one north of ADZ #1, within Tarrant County, and one south of ADZ #1, within Dallas County.

North of ADZ #1: Beginning at the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, thence

South along the western right of way boundary of Lake Ridge Parkway to the point it meets the eastern boundary of Tarrant County, thence

North across Lake Ridge Parkway to the eastern right of way boundary of Lake Ridge Parkway, thence

North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the southwest corner of Property ID 04009533, thence

West across Lake Ridge Parkway to the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, which is the point of beginning.

South of ADZ #1: Beginning at the southern border of the original Dallas county boundaries of TIRZ #3, where it meets the eastern right of way boundary of Lake Ridge Parkway, thence

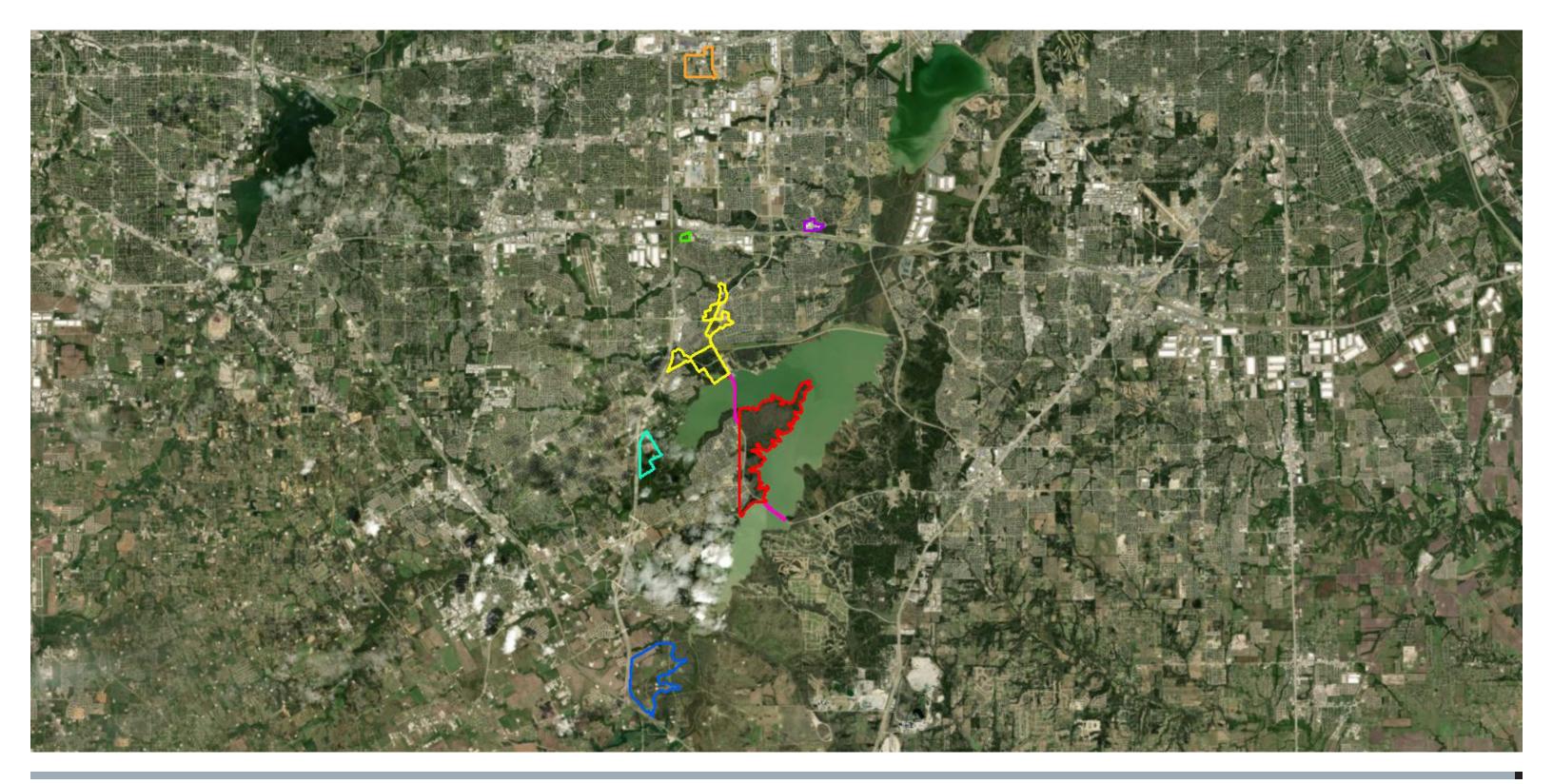
South along the eastern right of way boundary of Lake Ridge Parkway, across Joe Pool Lake, to the point Lake Ridge Parkway meets the City of Grand Prairie limit, thence

West across Lake Ridge Parkway to the western right of way boundary of Lake Ridge Parkway, thence

North along the western right of way boundary of Lake Ridge Parkway to the point it meets the original Dallas county boundaries of TIRZ #3, thence

East across Lake Ridge Parkway to the point where the southern border of the original Dallas county boundaries of TIRZ #3 meets the eastern right of way boundary of Lake Ridge Parkway, which is the point of beginning.

# Tax Increment Reinvestment Zone #3 City of Grand Prairie, Texas



#### **Table of Contents**

Introduction	1
TIRZ Boundary	2
Current Conditions	12
Proposed Development	.13
Project Costs	22
Financial Feasibility Analysis	<b>2</b> 3
Terms and Conditions	42



Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.









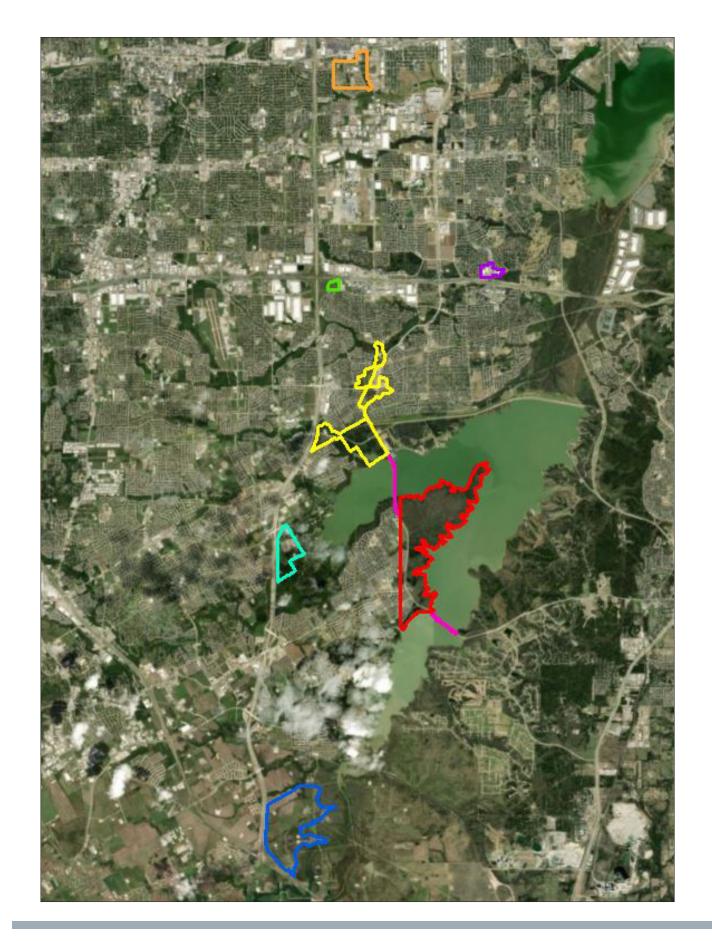
Grand Prairie, Texas, is centrally located in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area and covers about 81 square miles. With a 2017 population of 190,682, it is the 15th largest city in Texas and in the top 150 nationwide.

The city's northern border lies 5 to 10 minutes south of the Dallas-Fort Worth International Airport. Passing east and west through Grand Prairie and linking the city with major markets are Interstate 30, a strong entertainment and business corridor, and Interstate 20, developing as a significant retail and corporate location. Quick access to the Dallas-Fort Worth International Airport, the large local markets of Dallas and Fort Worth, and convenient rail and interstate highways continue to attract the new construction of warehouse, distribution and manufacturing buildings.

Local attractions within Grand Prairie include Epic Waters, a community-driven indoor waterpark showcasing 80,000 square-foot of year-round water fun, Lone Star Park, a Class 1 track featuring a European-style paddock and live racing on dirt and grass surfaces, The Theatre at Grand Prairie, a 6,350-seat live performance hall, Action Park Grand Prairie, a \$1.2 million outdoor skate park, and much more.







#### Tax Increment Reinvestment Zone #3, City of Grand Prairie

Tax Increment Reinvestment Zone #3 (TIRZ) was created on July 13, 1999 by the City Council of the City of Grand Prairie, Texas by Ordinance No. 6097. The TIRZ was originally a contiguous area in both Dallas and Tarrant County. By tax year 2012, the City of Grand Prairie, Tarrant County, Tarrant County Hospital District and Tarrant County College ceased collection and payment of all increment from the Tarrant County parcels in the TIRZ as obligations for projects located in the Tarrant County portion of the zone were fully paid. The Dallas county portion of the zone remains in place, and can be seen on the map to the right in red.

In 2019 the TIRZ was amended, expanding the boundaires to include seven additional noncontiguous areas and extending the term to December 31, 2041. The goal is to continue to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #3 will promote the creation of commercial development consisting of retail, office, hotel, as well as residential development.

The amended project and financing plan outlines the funding of \$86,518,568 in public improvements related to streets, water and sewer improvements, parks and open spaces, and economic development grants. The TIRZ can fund these improvements through the contribution of the City's real property tax increment within the Zone.

Without the implementation of the TIRZ, the specified property would impair the sound growth of the municipality.

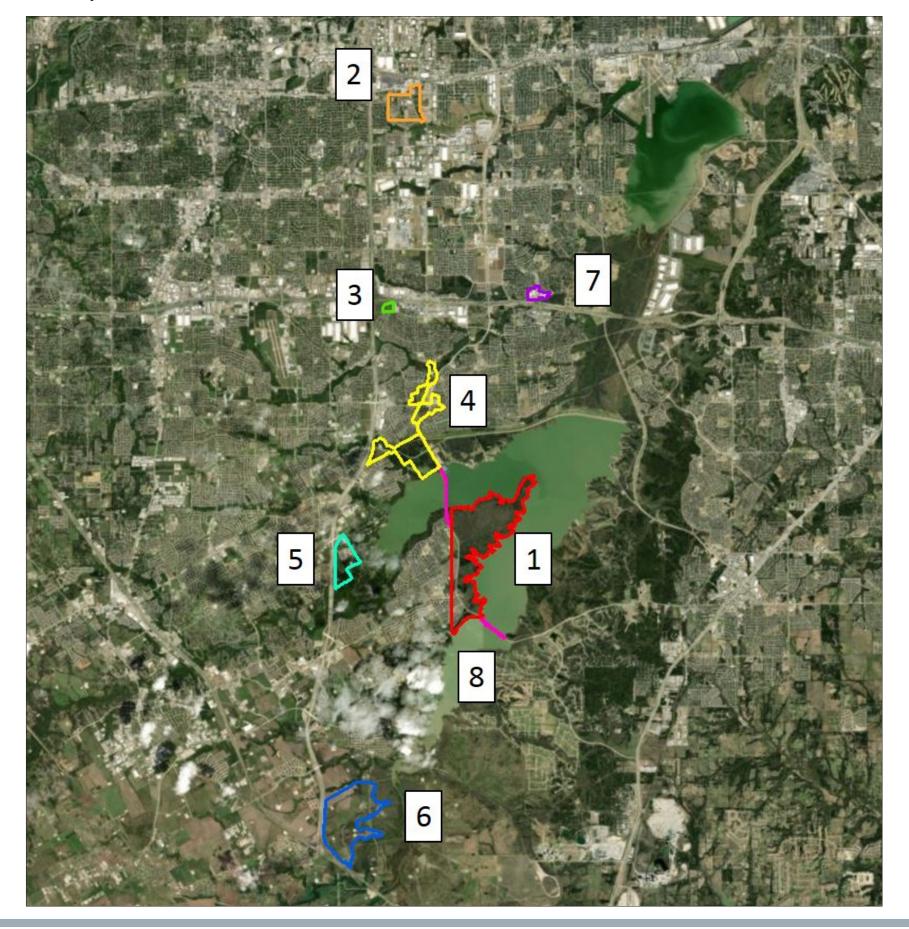
#### Powers and Duties of Board of Directors:

The board of directors of a reinvestment zone shall make recommendations to the governing body of the municipality or county that created the zone concerning the administration of this chapter in the zone. The governing body of the municipality by ordinance or resolution or the county by order or resolution may authorize the board to exercise any of the municipality's or county's powers with respect to the administration, management, or operation of the zone or the implementation of the project plan for the zone, **except that the governing body may not authorize the board to:** 

- (1) issue bonds;
- (2) impose taxes or fees;
- (3) exercise the power of eminent domain; or
- (4) give final approval to the project plan.

In addition, the Texas Legislature, as a result of the Supreme Court case and other societal factors, has significantly limited and clarified that eminent domain may only be used by a municipality for a "public use" as opposed to a "public purpose." As stated above, the board of directors is not granted the power of eminent domain.



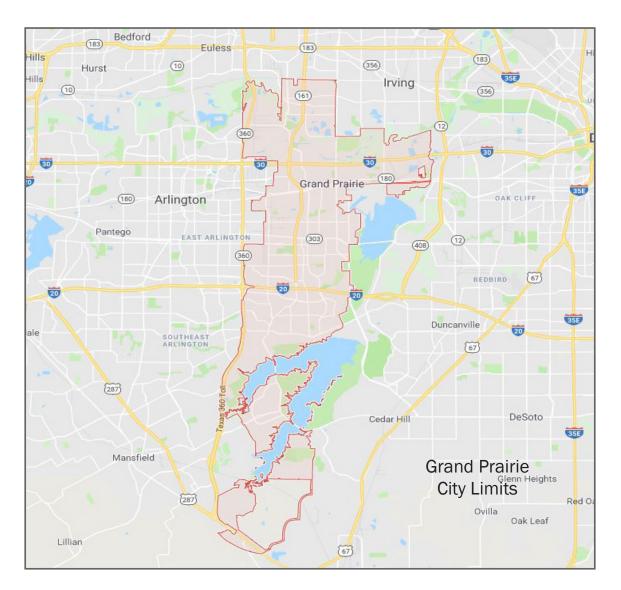


# **Boundary Description**

Grand Prairie TIRZ #3 is noncontiguous and is made up of eight area development zones (ADZ) consisting of approximately 1,839 acres.

ADZ #1 consists of the original boundaries of the TIRZ originally created in 1999 and located within Dallas County. The expanded areas created in 2019 include ADZ #2, #3, #4, and #5 all within Tarrant County. Also added in 2019 is ADZ #6 which is located in Ellis County and ADZ #7 located in Dallas County. ADZ #8 consists of portions of Lake Ridge Parkway north and south of ADZ #1, and is located in both Tarrant and Dallas County.

Legal descriptions of each area are included in the following pages of this Project and Financing Plan.

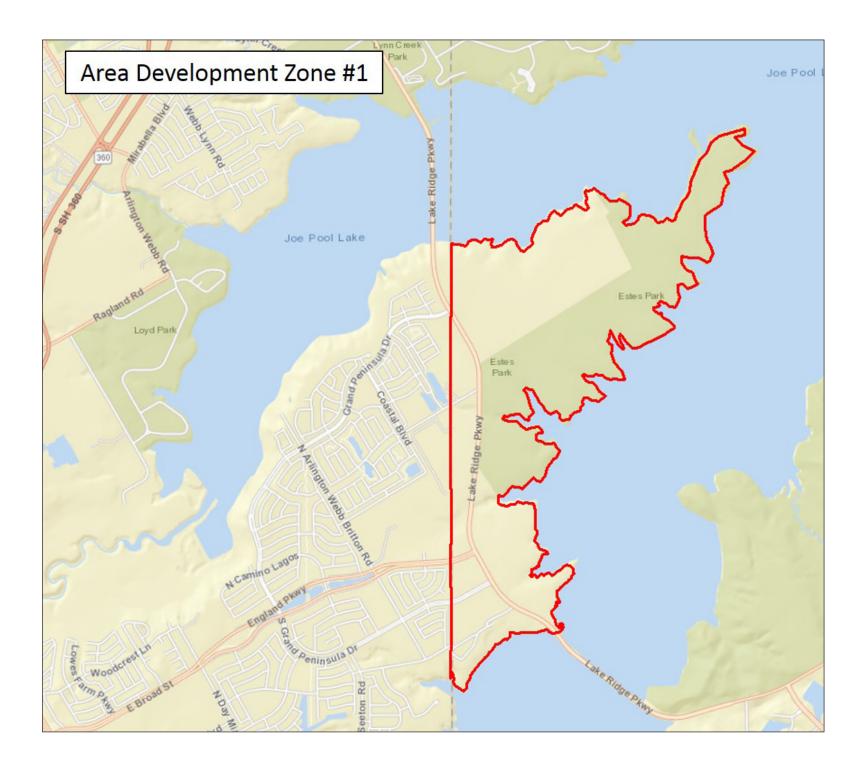


### ADZ #1

Beginning at the point where Lake Ridge Parkway meets the northwestern boundary of Property ID 28J0EP00LLANDES00, thence

Following the boundary of Property ID 28J0EPOOLLANDES00, continuing across Lake Ridge Parkway to the point it meets the western boundary of Dallas County, thence

North along the western boundary of Dallas County to the point it meets where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDESOO, which is the point of beginning.





### **ADZ #2**

Beginning at the point where the northwest corner Property ID 05658446 meets the southern right of way boundary of Howell Street, thence

East along the southern right of way boundary of Howell Street to the point it meets the southwest corner of Property ID 10722319, thence

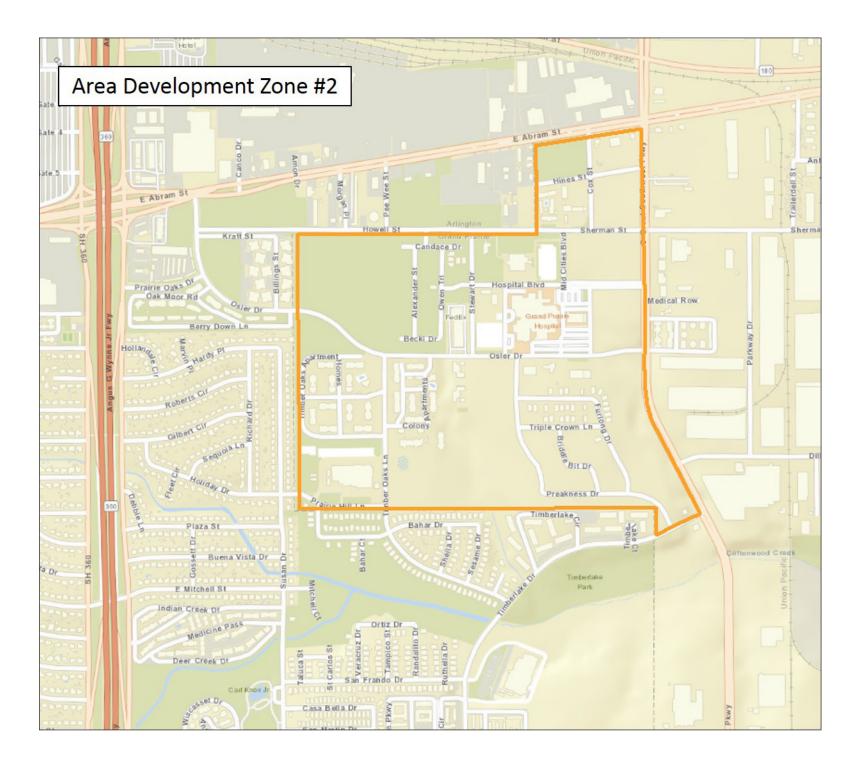
North to the southern right of way boundary of E Abram Street, thence

East along the southern right of way boundary of E Abram Street to the point it meets the western right of way boundary of S Great Southwest Parkway, thence

South along the western right of way boundary of S Great Southwest Parkway to the point it meets the northern right of way boundary of Timberlake Drive, thence

West along the northern right of way boundary of Timberlake Drive, to the point it meets the western boundary of the City of Grand Prairie, thence

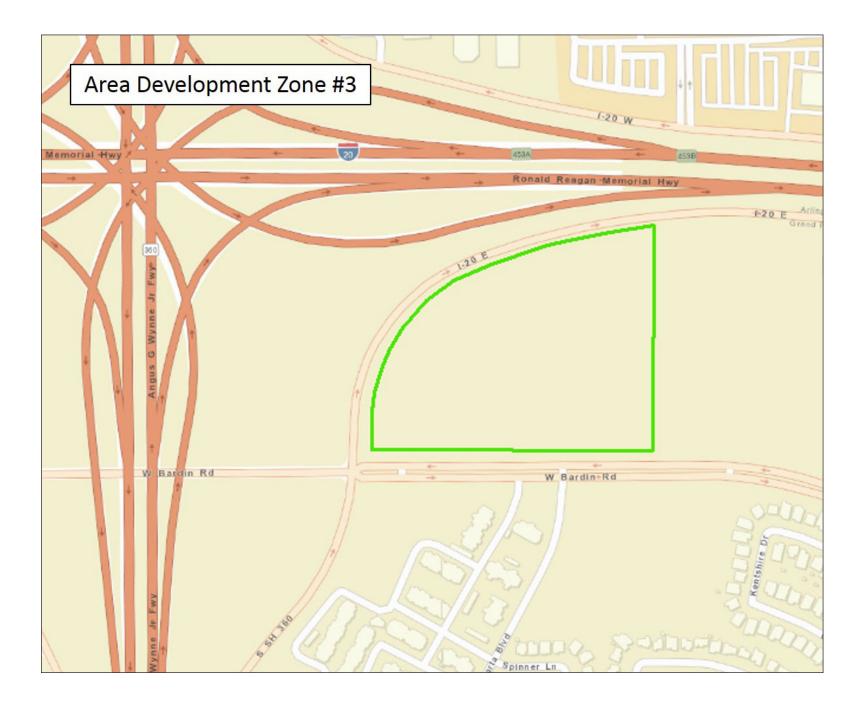
Following the western boundary of the City of Grand Prairie west then north, to the point it meets the northwest corner Property ID 05658446 where it meets the southern right of way boundary of Howell Street, which is the point of beginning.





# ADZ #3

Property ID 40779726, described as SHEFFIELD VILLAGE PH 4, 5 & 6 ADN Block 3 Lot B.





### **ADZ #4**

Beginning at the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, thence

South along the eastern boundary of Property ID 03956407 to the point it meets Property ID 41506669, thence

South across Kingswood Boulevard to the eastern boundary of Property ID 04641809, thence

South along the eastern boundary of Property ID 04641809 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South to the southern right of way boundary of W Camp Wisdom Road, thence

East along the southern right of way boundary of W Camp Wisdom Road to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

North across W Camp Wisdom Road to the point it meets the southwest corner of Property ID 42182784, thence

North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the northwest corner of Property ID 42301571, thence

East along the northern boundary of Property ID 42301571 to the point it meets the northwest corner of Property ID 42301589, thence

East along the northern boundary of Property ID 42301589, continuing south along the boundary to the to the point it meets the northeast corner of Property ID 42301597, thence

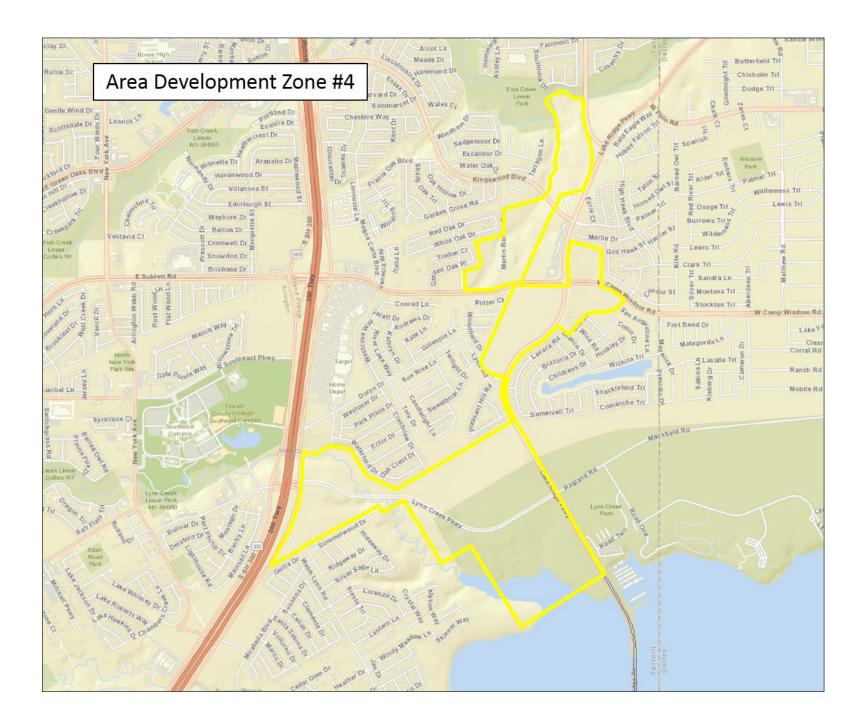
South along the eastern boundary of Property ID 42301597 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South across W Camp Wisdom Road to the point it meets Property ID 40519597, thence

East along the northern boundary of Property ID 40519597 to the point it meets Property ID 41304950, thence

East along the northern boundary of Property ID 41304950 to the point it meets the western right of way boundary of Bee Drive, thence

South along the western right of way boundary of Bee Drive to the point it meets the eastern right of way boundary of Blanco Drive, thence





#### ADZ #4 (continued)

North along the eastern right of way boundary of Blanco Drive to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the eastern corner of Property ID 04009568, thence

West along the southern boundary of Property ID 04009568 to the point it meets Property ID 04012305, thence

West along the southern boundary of Property ID 04012305 to the point it meets Property ID 04012208, thence

West along the southern boundary of Property ID 04012208 to the point it meets Property ID 07169086, thence

West along the southern boundary of Property ID 07169086 to the point it meets Property ID 07037252, thence

West along the southern boundary of Property ID 07037252 to the point it meets the eastern right of way boundary of Webb Lynn Road, thence

West across Webb Lynn Road to Property ID 03769372, thence

West along the southern boundary of Property ID 03769372 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the northern boundary of Property ID 04012267, thence

East along the northern boundary of Property ID 04012267 to the point it meets Property ID 07169086, thence

East along the northern boundary of Property ID 07169086 to the point it meets Property ID 04012208, thence

East along the northern boundary of Property ID 04012208 to the point it meets Property ID 04012194, thence

East along the northern boundary of Property ID 04012194 to the point it meets the western right of way boundary of Lake Ridge Parkway, thence

#### ADZ #4 (continued)

North along the western right of way boundary of Lake Ridge Parkway to the point it meets the southeast corner of Property ID 41537750, thence

West along the southern boundary of Property ID 41537750 to the point it meets Property ID 41537769, thence

West along the southern boundary of Property ID 41537769 to the point it meets Property ID 05976901, thence

North along the western boundary of Property ID 05976901 to the point it meets Property ID 05976898, thence

North along the western boundary of Property ID 05976898 to the point it meets Property ID 41601939, thence

North along the western boundary of Property ID 41601939 to the point it meets the southern right of way boundary of W Camp Wisdom Road, thence

North across W Camp Wisdom Road to the southwest corner of Property ID 04641809, thence

West along the northern right of way boundary of W Camp Wisdom Road to the point it meets the southwest corner of Property ID 03921425, thence

North along the western boundary of Property ID 03921425 to the point it meets Martin Barnes Road, thence

East across Martin Barnes Road to the point it meets Property ID 04641795, thence

North along the eastern right of way boundary of Martin Barnes Road to the point it meets Kingswood Boulevard, thence

North across Kingswood Boulevard to the point it meets Property ID 03956407, thence

North along the western boundary of Property ID 03956407, to the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, which is the point of beginning.



### **ADZ #5**

Beginning at the point where the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road meet the corner of Property ID 42232862, thence

South along the western right of way boundary of N Day Miar Road to the point it meets the eastern corner of Property ID 03734072, thence

West along the southern boundary of Property ID 03734072 to the point it meets Property ID 03895076, thence

South along the eastern boundary of Property ID 03895076 to the point it meets Property ID 03895106, thence

West along the southern boundary of Property ID 03895106 to the point it meets Property ID 05978408, thence

West along the southern boundary of Property ID 05978408 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the southwest corner of Property ID 42232862, thence

North along the western boundary of Property ID 42232862 to the point it meets the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road, which is the point of beginning.





#### **ADZ #6**

Beginning at the point where Property ID 273808 meets the western right of way boundary of FM 661, thence

East across FM 661 to the northwest corner of Property ID 186718, thence

East across the northern boundary of Property ID 186718 to the point it meets the northwest corner of Property ID 186719, thence

East then south along the eastern boundary of Property ID 186719 to the point it meets the eastern boundary of Property ID 186718, thence

South along the boundary of Property ID 186718 to the point it meets Property ID 182243, thence

East then south along the boundary of Property ID 182243 to the point it meets the eastern right of way boundary of FM 661, thence

West across FM 661 to the point the western right of way boundary of FM 661 meets Property ID 273808, thence

South along the eastern boundary of Property ID 273808 to the point it meets Property ID 248355, thence

South along the eastern boundary of Property ID 248355 to the point it meets Property ID 186708, thence

East along the boundary of Property ID 186708 to the point it meets the western right of way boundary of FM 661, thence

East across FM 661 to the point it meets the northwest corner of Property ID 231155, thence

East, then south along the boundary of Property ID 231155, continuing along the boundary until it meets the eastern right of way boundary of FM 661, thence

West across FM 661 to the point it meets the southeast corner of Property ID 186708, thence

West along the southern boundary of Property ID 186708 to the point it meets Property ID 186713, thence

South along the boundary of Property ID 186713, continuing south along the boundary to the point it meets the western boundary of the City of Grand Prairie, thence



North along the western boundary of the City of Grand Prairie as it runs along the eastern right of way boundary of S State Highway 360 to the point it meets Property ID 186699, thence

North along the western boundary of Property ID 186699, continuing east along the boundary until it meets Property ID 273808, thence

East along the northern boundary of Property ID 273808 to the point it meets the western right of way boundary of FM 661, which is the point of beginning.



#### **ADZ #7**

Beginning at the northwest corner of Property ID 28021690010010000 where it meets the southern right of way boundary of W Crossland Boulevard, thence

East along the southern right of way boundary of W Crossland Boulevard to the point it meets the western right of way boundary of S Carrier Parkway, thence

South along the western right of way boundary of S Carrier Parkway, along the eastern boundary of Property ID 28021680010020000, thence

East across S Carrier Parkway to the northwest corner of Property ID 28125000010030000, thence

East along the northern boundary of Property ID 28125000010030000, continuing south along the boundary to the point it meets Property ID 28110450011R10000, thence

East along the northern boundary of Property ID 28110450011R10000, continuing south along the boundary to the point it meets Property ID 28110450011R20000, thence

West along the southern boundary of Property ID 28110450011R20000 to the point it meets S Carrier Parkway, thence

West across S Carrier Parkway to the point it meets Property ID 280216800107C0000, thence

South along western right of way boundary of S Carrier Parkway to the point it meets the southeast corner of Property ID 28021680010080000, thence

West along the northern right of way boundary of Interstate 20 to the point it meets the southwest corner of Property ID 28021680010050000, thence

North along the western boundary of Property ID 28021680010050000 to the point it meets Property ID 28021680010010000, thence

North along the western boundary of Property ID 28021680010010000 to the point it meets Property ID 28021680010090000, thence

North along the western boundary of Property ID 28021680010090000, continuing east along the boundary to the point it meets Property ID 28021690010010000, thence

North along the western boundary of Property ID 28021690010010000 to the point it meets the southern right of way boundary of W Crossland Boulevard, which is the point of beginning.





### ADZ #8

ADZ #8 consists of two non-contiguous areas, one north of ADZ #1, within Tarrant County, and one south of ADZ #1, within Dallas County.

North of ADZ #1: Beginning at the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, thence

South along the western right of way boundary of Lake Ridge Parkway to the point it meets the eastern boundary of Tarrant County, thence

North across Lake Ridge Parkway to the eastern right of way boundary of Lake Ridge Parkway, thence

North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the southwest corner of Property ID 04009533, thence

West across Lake Ridge Parkway to the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, which is the point of beginning.

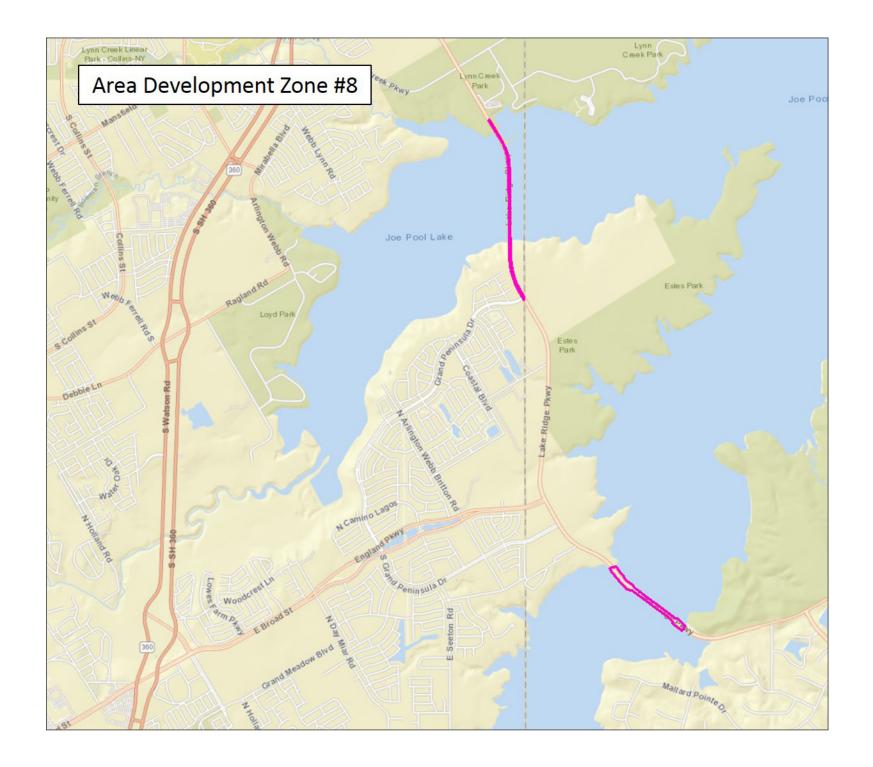
South of ADZ #1: Beginning at the southern border of the original Dallas county boundaries of TIRZ #3, where it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway, across Joe Pool Lake, to the point Lake Ridge Parkway meets the City of Grand Prairie limit, thence

West across Lake Ridge Parkway to the western right of way boundary of Lake Ridge Parkway, thence

North along the western right of way boundary of Lake Ridge Parkway to the point it meets the original Dallas county boundaries of TIRZ #3, thence

East across Lake Ridge Parkway to the point where the southern border of the original Dallas county boundaries of TIRZ #3 meets the eastern right of way boundary of Lake Ridge Parkway, which is the point of beginning.





# **Current Conditions**

### Land Use

The TIRZ contains both commercial and residential improvements as well as some vacant land.

### Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of implementation.

### Zoning

The property within the TIRZ is currently zoned for a wide variety of uses. The current zoning includes Industrial, Single Family, Agricultural, Multifamily, Retail and Office, as well as areas designated for Planned Development.

It is not anticipated that there will be any changes to the master plan, building codes or other municipal ordinances or subdivision rules and regulations of the City at this time.

### **Taxable Value Information**

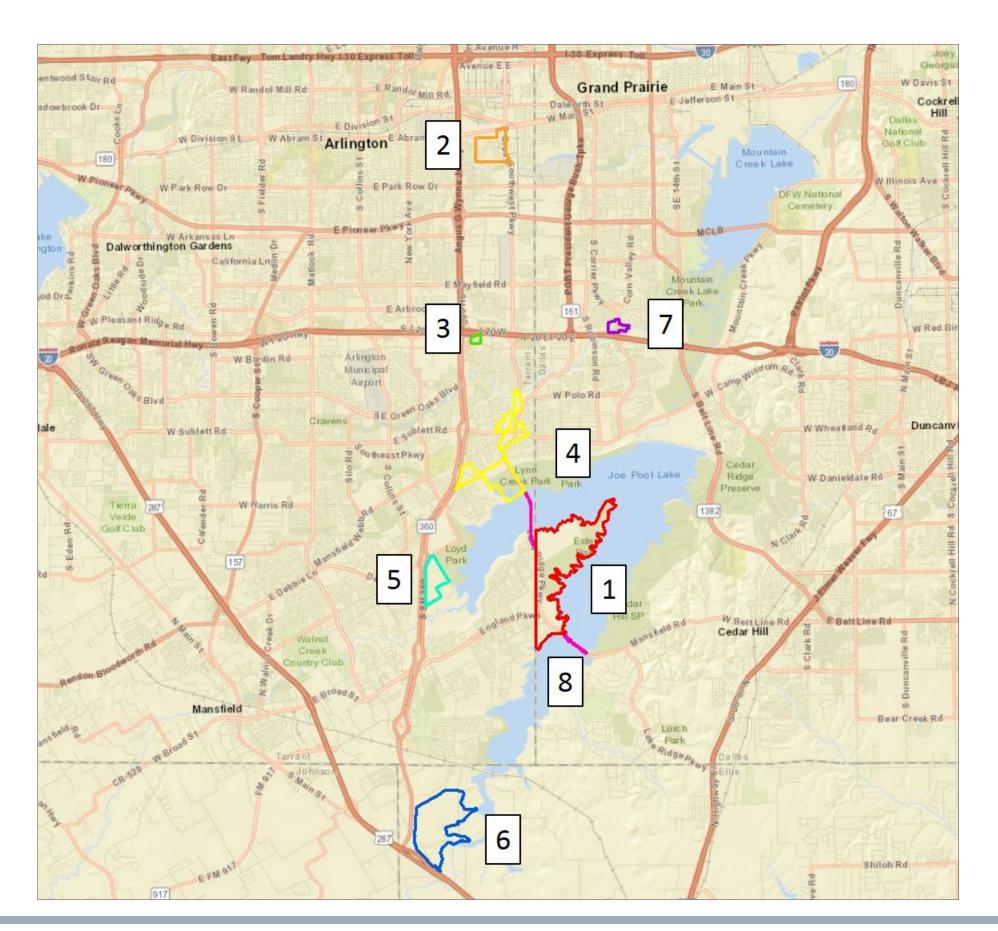
There are 551 parcels within Tax Increment Reinvestment Zone #3. The 2019 base taxable value of the expanded area is \$229,572,251. The 1999 base taxable value for the original TIRZ within Dallas County is \$274,463. It is the City's desire to have the land developed, potentially facilitated by a direct transfer agreement between the City and a private entity, pursuant to Chapter 272 of the Local Government Code.



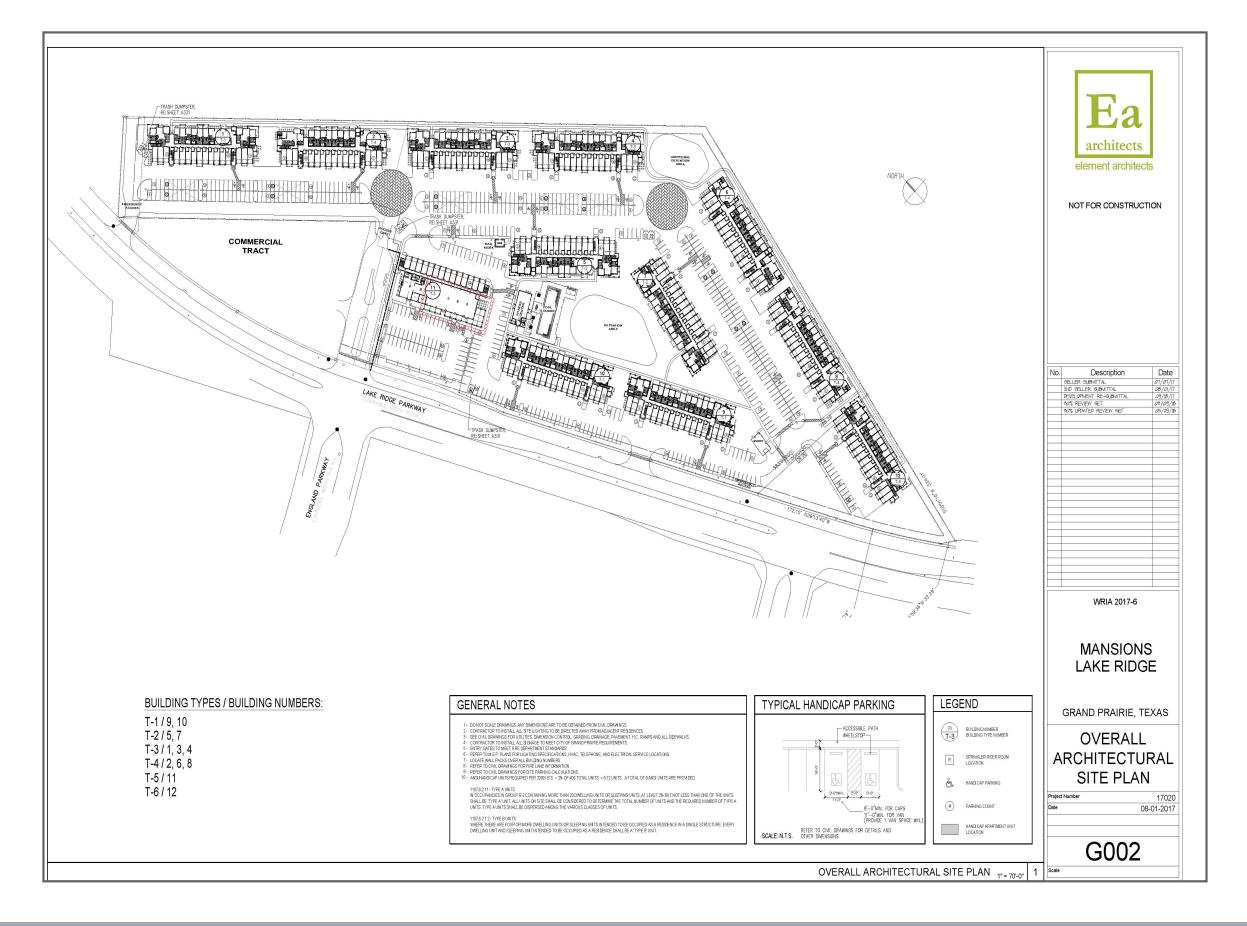
### **Area Redevelopment Zones**

DPED divided the TIRZ into eight Area Development Zones (ADZ) for the purpose of organizing our projections for future development. ADZ #1 consists of the original TIRZ boundaries located within Dallas County. ADZ #1, 2, 3, 4, 5, and 6 represent areas where there is expected to be new development. In the case of ADZ #7, limited new construction is anticipated, however there is the potential for redevelopment. ADZ #8 consists of Lake Ridge Parkway north and south of ADZ #1, and no new construction is anticipated.

The development projections for each ADZ were informed by available site plans for planned developments, land use plans, and insight from local market experts and industry trends. The following pages will highlight the available site plans used to inform projections.







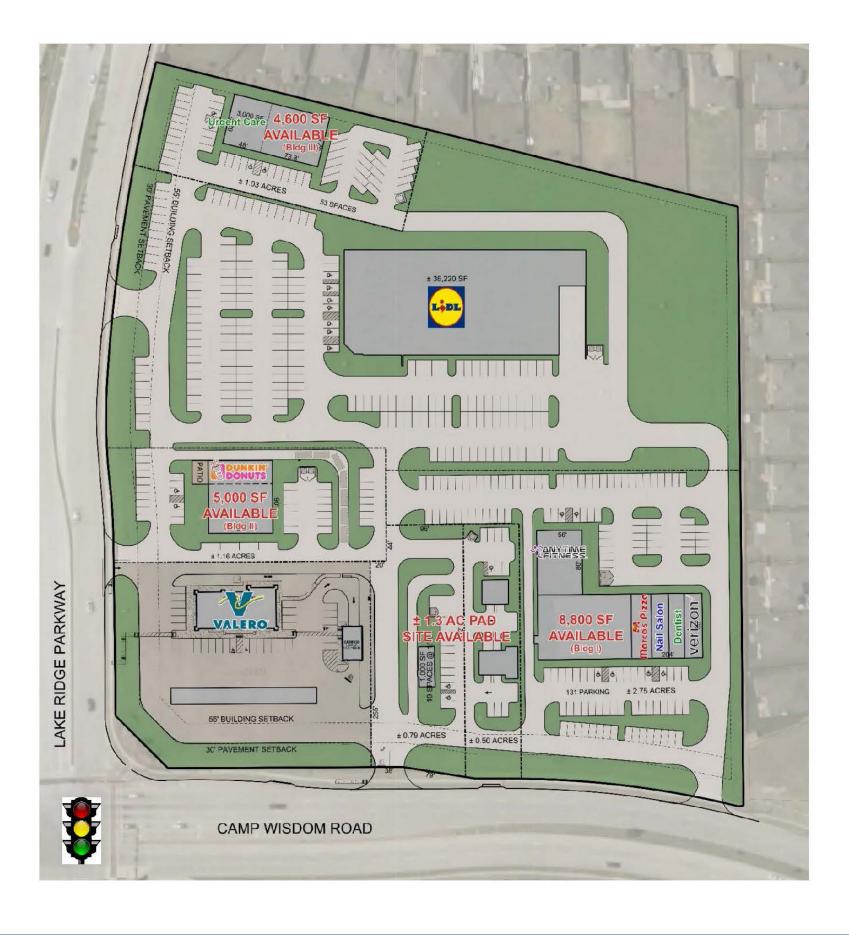






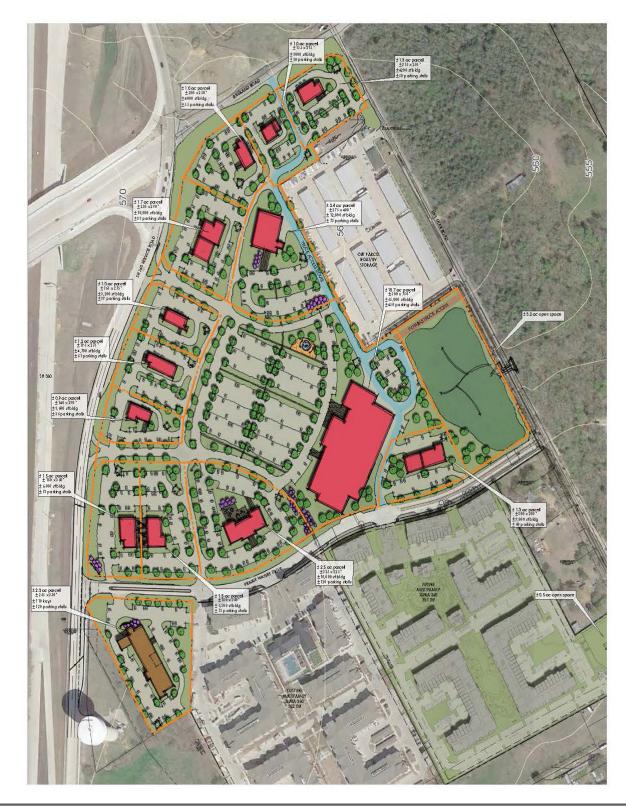




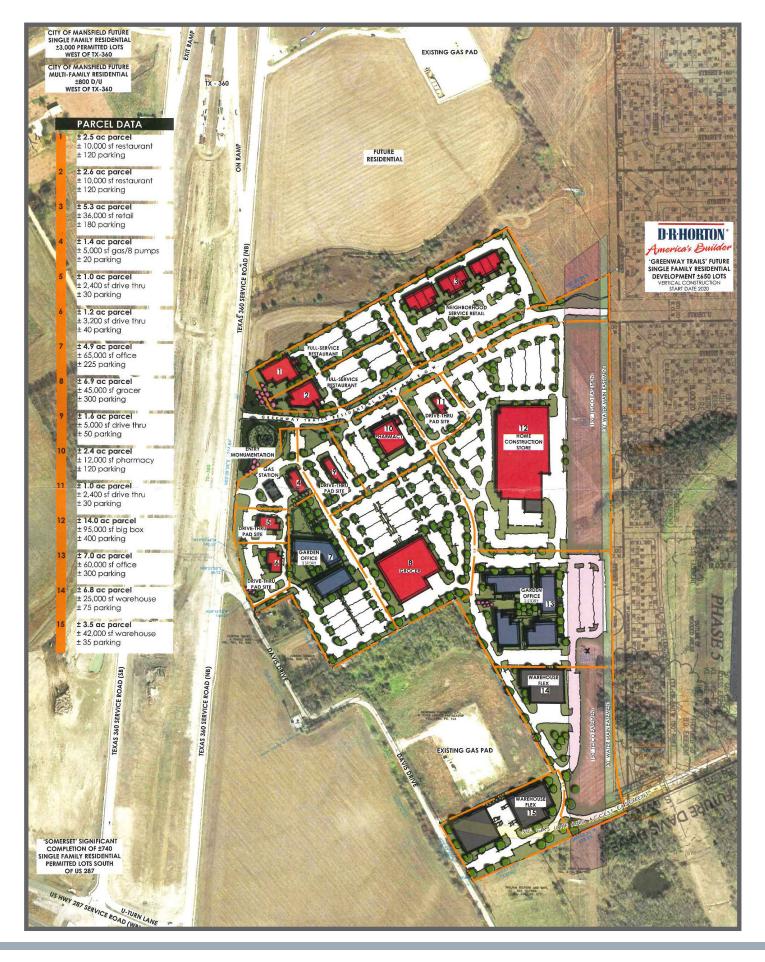


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ILLUSTRATIVE CONCEPT PLAN A







# **Antiicpated Development**

Based on the information detailed on the previous pages, the anticipated development within TIRZ #3 is a expected to be a combination of commercial uses including retail, office, hotel, and both single family and multifamily residential. The development is projected to be constructed over the next several years and financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Square Feet	Units	Taxable Value PSF/Unit	Inc	remental Value	Sales PSF	Total Sales
AREA DEVELOPMENT ZONE #1								
Multifamily	2020		406	\$ 130,000	\$	52,780,000		
Retail	2020	5,000		\$ 180	\$	900,000	\$250	\$1,250,000
		5,000	406		\$	53,680,000		\$1,250,000
AREA DEVELOPMENT ZONE #2								
Medical	2024	60,000		\$ 225	\$	13,500,000		
Medical	2026	40,000		\$ 225	\$	9,000,000		
Medical	2028	40,000		\$ 225	\$	9,000,000		
		140,000	0		\$	31,500,000		<i>\$0</i>
AREA DEVELOPMENT ZONE #3								
Multifamily	2023		401	\$ 130,000	\$	52,130,000		
Retail	2021	5,960		\$ 180	\$	1,072,800	\$250	\$1,490,000
Retail	2021	5,700		\$ 180	\$	1,026,000	\$250	\$1,425,000
Restaurant	2021	6,100		\$ 200	\$	1,220,000	\$325	\$1,982,500
Restaurant	2022	10,380		\$ 200	\$	2,076,000	\$325	\$3,373,500
Restaurant	2022	5,450		\$ 200	\$	1,090,000	\$325	\$1,771,250
Retail	2022	9,300		\$ 180	\$	1,674,000	\$250	\$2,325,000
Restaurant	2023	6,600		\$ 200	\$	1,320,000	\$325	\$2,145,000
Retail	2023	40,000		\$ 180	\$	7,200,000	\$250	\$10,000,000
Multifamily	2024		291	\$ 130,000	\$	37,830,000		
Multifamily	2024		110	\$ 130,000	\$	14,300,000		
		89,490	802		\$	120,938,800		\$24,512,250
AREA DEVELOPMENT ZONE#4								
Restaurant	2021	32,400		\$ 200	\$	6,480,000	\$325	\$10,530,000
Multifamily	2022		270	\$ 130,000	\$	35,100,000		
Retail	2023	4,200		\$ 180	\$	756,000	\$250	\$1,050,000
Retail	2023	4,200		\$ 180	\$	756,000	\$250	\$1,050,000
Retail	2023	4,200		\$ 180	\$	756,000	\$250	\$1,050,000
Retail	2023	10,000		\$ 180	\$	1,800,000	\$250	\$2,500,000
Retail	2023	65,000		\$ 180	\$	11,700,000	\$250	\$16,250,000
Retail	2021	3,000		\$ 180	\$	540,000	\$250	\$750,000
Retail	2022	12,000		\$ 180	\$	2,160,000	\$250	\$3,000,000
Retail	2022	4,000		\$ 180	\$	720,000	\$250	\$1,000,000
Retail	2023	4,500		\$ 180	\$	810,000	\$250	\$1,125,000
Multifamily	2022		166	\$ 130,000	\$	21,580,000		
Retail	2024	80,000		\$ 180	\$	14,400,000	\$250	\$20,000,000
Multifamily	2021		514	\$ 130,000	\$	66,820,000		
Retail	2022	7,600		\$ 180	\$	1,368,000	\$250	\$1,900,000
Retail	2023	36,220		\$ 180	\$	6,519,600	\$250	\$9,055,000
Retail	2024	6,000		\$ 180	\$	1,080,000	\$250	\$1,500,000
Retail	2024	6,000		\$ 180		1,080,000	\$250	\$1,500,000
		279,320	950		\$	174,425,600		\$ 72,260,000

	Projected Completion Date	Square Feet	Units	Taxable Value PSF/Unit	Inc	remental Value	Sales PSF	Total Sales
AREA DEVELOPMENT ZONE#5	Date							
Retail	2021	4,200		\$ 180	\$	756,000	\$250	\$1,050,000
Retail	2021	3,000		\$ 180	\$	540,000	\$250	\$750,000
Retail	2022	4,000		\$ 180	\$	720,000	\$250	\$1,000,000
Retail	2022	10,000		\$ 180	\$	1,800,000	\$250	\$2,500,000
Retail	2022	3,200		\$ 180	\$	576,000	\$250	\$800,000
Retail	2023	4,700		\$ 180	\$	846,000	\$250	\$1,175,000
Retail	2023	3,600		\$ 180	\$	648,000	\$250	\$900,000
Retail	2023	6,500		\$ 180	\$	1,170,000	\$250	\$1,625,000
Retail	2023	6,500		\$ 180	\$	1,170,000	\$250	\$1,625,000
Hotel	2022		110	\$ 110,000	\$	12,100,000		
Retail	2024	10,000		\$ 180	\$	1,800,000	\$250	\$2,500,000
Retail	2024	9,000		\$ 180	\$	1,620,000	\$250	\$2,250,000
Retail	2024	65,000		\$ 180	\$	11,700,000	\$250	\$16,250,000
Retail	2021	12,000		\$ 180	\$	2,160,000	\$250	\$3,000,000
		141,700	110		\$	37,606,000		\$ 35,425,000
AREA DEVELOPMENT ZONE #6								
Restaurant	2021	10,000		\$ 200	\$	2,000,000	\$325	\$3,250,000
Restaurant	2021	10,000		\$ 200	\$	2,000,000	\$325	\$3,250,000
Retail	2021	36,000		\$ 180	\$	6,480,000	\$250	\$9,000,000
Retail	2022	5,000		\$ 180	\$	900,000	\$250	\$1,250,000
Restaurant	2022	2,400		\$ 200	\$	480,000	\$325	\$780,000
Restaurant	2022	3,200		\$ 200	\$	640,000	\$325	\$1,040,000
Office	2023	65,000		\$ 140	\$	9,100,000		
Retail	2023	45,000		\$ 180	\$	8,100,000	\$250	\$11,250,000
Restaurant	2023	5,000		\$ 200	\$	1,000,000	\$325	\$1,625,000
Retail	2024	12,000		\$ 180	\$	2,160,000	\$250	\$3,000,000
Restaurant	2024	2,400		\$ 200	\$	480,000	\$325	\$780,000
Retail	2024	95,000		\$ 180	\$	17,100,000	\$250	\$23,750,000
Office	2026	60,000		\$ 140	\$	8,400,000		
Industrial	2024	25,000		\$ 70	\$	1,750,000		
Industrial	2026	42,000		\$ 70	\$	2,940,000		
Single Family	2022		117	\$ 400,000	\$	46,800,000		
Single Family	2024		108	\$ 400,000	\$	43,200,000		
Single Family	2026		101	\$ 400,000	\$	40,400,000		
Single Family	2028		101	\$ 400,000	\$	40,400,000		
Single Family	2030		101	\$ 400,000	\$	40,400,000		
Single Family	2032		102	\$ 400,000		40,800,000		
		418,000	630		\$	315,530,000		\$ 58,975,00
AREA DEVELOPMENT ZONE #7								
*No new construction projected								
*No new construction projected								
*No new construction projected								



### **Project Costs**

### **Project Costs of the Zone**

There are a number of improvements within Tax Increment Reinvestment Zone #3 that will be financed by in part by incremental real property tax generated within the TIRZ.

TIRZ#3

Proposed Project Costs			
Water Facilities and Improvements	9	\$ 12,977,785	15.0%
Sanitary Sewer Facilities and Improvements	9	\$ 12,977,785	15.0%
Storm Water Facilities and Improvements	9	\$ 12,977,785	15.0%
Transit/Parking Improvements	9	\$ 6,488,893	7.5%
Street and Intersection Improvements	9	\$ 12,977,785	15.0%
Open Space, Public Facilities and Improvements	9	\$ 8,651,857	10.0%
Economic Development Grants	9	\$ 17,303,714	20.0%
Administrative Costs	9	\$ 2,162,964	2.5%
		\$ 86,518,568	100.0%

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

### Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
- (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- (C) real property assembly costs;
- (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
- (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
- (F) relocation costs;
- (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
- (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
- (I) the cost of operating the reinvestment zone and project facilities;
- (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
- (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
- (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.



# Financial Feasibility Analysis

### **Method of Financing**

To fund the public improvements outlined on the previous pages, it is anticipated that the City of Grand Prairie will contribute 75% of its real property increment.

#### **Debt Service**

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

### **Economic Feasibility Study**

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the table below.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, we have found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax		Participation	
City of Grand Prairie	0.66999800	75%	0.5024985
Dallas County	0.23974000	0%	0.0000000
Tarrant County	0.23400000	0%	0.0000000
Ellis County	0.32019400	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Cedar Hill ISD	1.28330000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
Midlothian ISD	1.37980000	0%	0.0000000



# ADZ#1: INPUT & OUTPUT

### **▶** INPUT

INFLATION RATE	2.00%
DISCOUNT RATE	6.00%

REAL PROPERTY TAX	PARTICIPATION					
City of Grand Prairie	0.66999800	75%	0.5024985			
Dallas County	0.23974000	0%	0.0000000			
Parkland	0.26610000	0%	0.0000000			
DCCD	0.12400000	0%	0.0000000			
Cedar Hill ISD	1.28330000	0%	0.0000000			
	2.58313800		0.5024985			

PERSONAL PROPERTY TAX	PARTICIPATION					
City of Grand Prairie	0.66999800	0%	0.0000000			
Dallas County	0.23974000	0%	0.0000000			
Parkland	0.26610000	0%	0.0000000			
DCCD	0.12400000	0%	0.0000000			
Cedar Hill ISD	1.28330000	0%	0.0000000			
	2.58313800		0.0000000			

Sales Tax Rate	0.0200000	0.00%	0.0000000

AREA DEVELOPMENT ZONE #1	V	AREA SF/UNITS	REAL PROPERTY  \$ / SF TAX VALUE				PERSONAL PROPERTY \$ / SF TAX VALUE					SALES \$ / SF TAX VALUE		
	Year	SF/UNITS		∌/3F	- 1	AX VALUE		⇒/ or		TAX VALUE		⇒/3F		TAX VALUE
Multifamily	2020	406	\$	130,000.00	\$	52,780,000	\$	-	\$	-	\$	-	\$	-
Retail	2020	5,000	\$	180.00	\$	900,000	\$	-	\$	-	\$	250.00	\$	1,250,000
	TOTAL					53,680,000				-				1,250,000

### **▶** OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL	PROF	PERTY	PERSON	PERTY	SALES			
City of Grand Prairie	27.2%	\$ 9,538,430	=	\$	8,918,496	+	\$	-	+	\$	619,934
Dallas County	9.1%	\$ 3,191,234	=	\$	3,191,234	+	\$	-	+	\$	-
Parkland	10.1%	\$ 3,542,118	=	\$	3,542,118	+	\$	-	+	\$	-
DCCD	4.7%	\$ 1,650,592	=	\$	1,650,592	+	\$	-	+	\$	-
Cedar Hill ISD	48.8%	\$ 17,082,299	=	\$	17,082,299	+	\$	-	+	\$	-
	100.0%	35,004,673		\$	34,384,739		\$	-		\$	619,934
		100.0%	-		98 2%			0.0%	-		1.8%

TOTAL PARTICIPATION		TOTAL	REAL	PROP	ERTY	PERSOI	NAL PROPE	RTY	SALES		
City of Grand Prairie	96.2%	\$ 8,918,496	=	\$	6,688,872	+	\$	-	+	\$	-
Dallas County	0.0%	\$ -	=	\$	-	+	\$	-	+	\$	-
Parkland	0.0%	\$ -	=	\$	-	+	\$	-	+	\$	-
DCCD	0.0%	\$ -	=	\$	-	+	\$	-	+	\$	-
Cedar Hill ISD	3.8%	\$ 350,530	=	\$	344,438	+	\$	-	+	\$	-
	100.0%	\$ 9,269,027		\$	7,033,310		\$	-		\$	-

NET BENEFIT			TOTAL	REAL	. PROP	PERTY	PERSO	NAL PROPE	RTY		SALES		
City of Grand Prairie	2.4%	\$	619,934	=	\$	2,229,624	+	\$	-	+	\$	619,934	
Dallas County	12.4%	\$	3,235,960	=	\$	3,191,234	+	\$	-	+	\$	-	
Parkland	13.7%	\$	3,587,376	=	\$	3,542,118	+	\$	-	+	\$	-	
DCCD	6.3%	\$	1,650,592	=	\$	1,650,592	+	\$	-	+	\$	-	
Cedar Hill ISD	65.2%	\$	17,033,934	=	\$	16,737,861	+	\$	-	+	\$	-	
	100.0%	\$	26,127,796		\$	27,351,429		\$	-		\$	619,934	
			100.0%	_		07.6%	-		0.0%	-		2 1%	



	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
TOTAL TAX REVENUE																							
REAL PROPERTY	% OCCUPIED Taxable Value	<b>2019</b> 0% -	2020 50% 26,840,000	2021 100% 53,680,000	2022 100% 54,753,600	2023 100% 55,848,672	2024 100% 56,965,645	2025 100% 58,104,958	2026 100% 59,267,058	2027 100% 60,452,399	2028 100% 61,661,447	2029 100% 62,894,676	2030 100% 64,152,569	2031 100% 65,435,620	2032 100% 66,744,333	2033 100% 68,079,220	<b>2034</b> 100% 69,440,804	2035 100% 70,829,620	2036 100% 72,246,212	2037 100% 73,691,137	2038 100% 75,164,959	2039 100% 76,668,259	<b>2040</b> 100% 78,201,624
City of Grand Prairie Dallas County Parkland DCCD Ccdar Hill ISD Total	4,721,952 1,689,618 1,875,396 873,916 9,044,327 18,205,208	-	179,827 64,346 71,421 33,282 344,438 <b>693,314</b>	359,655 128,692 142,842 66,563 688,875 <b>1,386,628</b>	366,848 131,266 145,699 67,894 702,653 1,414,361	374,185 133,892 148,613 69,252 716,706 <b>1,442,648</b>	381,669 136,569 151,586 70,637 731,040 1,471,501	389,302 139,301 154,617 72,050 745,661 <b>1,500,931</b>	397,088 142,087 157,710 73,491 760,574 <b>1,530,950</b>	405,030 144,929 160,864 74,961 775,786 <b>1,561,569</b>	413,130 147,827 164,081 76,460 791,301 <b>1,592,800</b>	421,393 150,784 167,363 77,989 807,127 <b>1,624,656</b>	429,821 153,799 170,710 79,549 823,270 <b>1,657,149</b>	438,417 156,875 174,124 81,140 839,735 <b>1,690,292</b>	447,186 160,013 177,607 82,763 856,530 1,724,098	456,129 163,213 181,159 84,418 873,661 1,758,580	465,252 166,477 184,782 86,107 891,134 <b>1,793,752</b>	474,557 169,807 188,478 87,829 908,957 <b>1,829,627</b>	484,048 173,203 192,247 89,585 927,136 1,866,219	493,729 176,667 196,092 91,377 945,678 <b>1,903,544</b>	503,604 180,200 200,014 93,205 964,592 <b>1,941,615</b>	513,676 183,804 204,014 95,069 983,884 <b>1,980,447</b>	GROSS 523,949 8,918,494 187,481 3,191,234 208,095 3,542,119 96,970 1,650,592 1,003,561 1,650,592 2,020,056 34,324,735
PERSONAL PROPERTY	% OCCUPIED Taxable Value	0% -	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD Total	PV	-	-		:							:	-	:			-	-	:	:		:	GROSS
SALES TAX	% OCCUPIED  Taxable Value	0%	50% 625,000	100% 1,250,000	100% 1,275,000	100% 1,300,500	100% 1,326,510	100% 1,353,040	100% 1,380,101	100% 1,407,703	100% 1,435,857	100% 1,464,574	100% 1,493,866	100% 1,523,743	100% 1,554,218	100% 1,585,302	100% 1,617,008	100% 1,649,348	100% 1,682,335	100% 1,715,982	100% 1,750,302	100% 1,785,308	100% 1,821,014
Total	PV 328,228	-	12,500	25,000	25,500	26,010	26,530	27,061	27,602	28,154	28,717	29,291	29,877	30,475	31,084	31,706	32,340	32,987	33,647	34,320	35,006	35,706	GROSS 36,420 619,934
SUMMARY  City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD Total	5,050,180 1,689,618 1,875,396 873,916 9,044,327 18,533,436	-	192,327 64,346 71,421 33,282 344,438 <b>705,814</b>	384,655 128,692 142,842 66,563 688,875 1,411,628	392,348 131,266 145,699 67,894 702,653 <b>1,439,861</b>	400,195 133,892 148,613 69,252 716,706 1,468,658	408,199 136,569 151,586 70,637 731,040 1,498,031	416,363 139,301 154,617 72,050 745,661 1,527,992	424,690 142,087 157,710 73,491 760,574 <b>1,558,552</b>	433,184 144,929 160,864 74,961 775,786 1,589,723	441,848 147,827 164,081 76,460 791,301 <b>1,621,517</b>	450,685 150,784 167,363 77,989 807,127 <b>1,653,948</b>	459,698 153,799 170,710 79,549 823,270 <b>1,687,027</b>	468,892 156,875 174,124 81,140 839,735 1,720,767	478,270 160,013 177,607 82,763 856,530 1,755,183	487,835 163,213 181,159 84,418 873,661 1,790,286	497,592 166,477 184,782 86,107 891,134 <b>1,826,092</b>	507,544 169,807 188,478 87,829 908,957 <b>1,862,614</b>	517,695 173,203 192,247 89,585 927,136 1,899,866	528,049 176,667 196,092 91,377 945,678 1,937,863	538,610 180,200 200,014 93,205 964,592 1,976,621	549,382 183,804 204,014 95,069 983,884 <b>2,016,153</b>	GROSS 560,370 187,481 208,095 96,970 1,003,561 2,056,476 GROSS 3,542,118 1,650,592 17,082,299 35,004,673
PARTICIPATION																							
REAL PROPERTY	Taxable Value	-	26,840,000	53,680,000	54,753,600	55,848,672	56,965,645	58,104,958	59,267,058	60,452,399	61,661,447	62,894,676	64,152,569	65,435,620	66,744,333	68,079,220	69,440,804	70,829,620	72,246,212	73,691,137	75,164,959	76,668,259	78,201,624 GROSS
City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD	3,541,464 - - - - 324,941	- - - -	134,871 - - - 344,438	269,741 - - - -	275,136 - - - -	280,639 - - - -	286,252 - - - -	291,977 - - - -	297,816 - - - -	303,772 - - - -	309,848 - - - -	316,045 - - - -	322,366 - - - -	328,813 - - - -	335,389 - - - -	342,097 - - - -	348,939 - - - -	355,918 - - - -	363,036 - - - -	370,297 - - - -	377,703 - - - -	385,257 - - - -	392,962 <b>6,688,87</b> 2
Total	3,866,405	-	479,308	269,741	275,136	280,639	286,252	291,977	297,816	303,772	309,848	316,045	322,366	328,813	335,389	342,097	348,939	355,918	363,036	370,297	377,703	385,257	392,962 7,033,310
PERSONAL PROPERTY  City of Grand Prairie	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
Dallas County Parkland DCCD Cedar Hill ISD Total		- - - -	-	- - - -	- - - -	- - - -	- - - -	- - - -	-	- - - -	- - - -	-	-	- - - -	- - - -	- - - -	- - - -	-	-	- - - -	- - - -	-	
SALES TAX	Taxable Value	-	625,000	1,250,000	1,275,000	1,300,500	1,326,510	1,353,040	1,380,101	1,407,703	1,435,857	1,464,574	1,493,866	1,523,743	1,554,218	1,585,302	1,617,008	1,649,348	1,682,335	1,715,982	1,750,302	1,785,308	1,821,014
Total	PV -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
SUMMARY	PV																						GROSS
City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD Total	4,721,952 - - - - 330,689 5,052,641	- - - -	179,827 - - - - 350,530 <b>530,358</b>	359,655 - - - - - - 359,655	366,848 - - - - - 366,848	374,185 - - - - - - 374,185	381,669 - - - - - - 381,669	389,302 - - - - - - 389,302	397,088 - - - - - - 397,088	405,030 - - - - - - - 405,030	413,130 - - - - - - 413,130	421,393 - - - - - - 421,393	429,821 - - - - - - 429,821	438,417 - - - - - - 438,417	447,186 - - - - - 447,186	456,129 - - - - - - 456,129	465,252 - - - - - - - 465,252	474,557 - - - - - - 474,557	484,048 - - - - - 484,048	493,729 - - - - - - 493,729	503,604 - - - - - 503,604	513,676 - - - - - - 513,676	523,949 8,918,496 
TOTAL TAX REVENUE -	PARTICIPATION =	= NET BEN	IEFIT																				
SUMMARY  City of Grand Prairie  Dallas County  Parkland  DCCD  Cedar Hill ISD  Total	28,228 1,713,298 1,899,358 873,916 8,873,620	- - - -	12,500 65,248 72,334 33,282 - 183,363	25,000 130,496 144,668 66,563 701,061 <b>1,067,788</b>	25,500 133,106 147,561 67,894 715,082 <b>1,089,143</b>	26,010 135,768 150,512 69,252 729,384 <b>1,110,926</b>	26,530 138,483 153,522 70,637 743,971 <b>1,133,145</b>	27,061 141,253 156,593 72,050 758,851 <b>1,155,808</b>	27,602 144,078 159,725 73,491 774,028 <b>1,178,924</b>	28,154 146,960 162,919 74,961 789,508 1,202,502	28,717 149,899 166,178 76,460 805,298 <b>1,226,552</b>	29,291 152,897 169,501 77,989 821,404 <b>1,251,083</b>	29,877 155,955 172,891 79,549 837,833 <b>1,276,105</b>	30,475 159,074 176,349 81,140 854,589 <b>1,301,627</b>	31,084 162,255 179,876 82,763 871,681 <b>1,327,660</b>	31,706 165,501 183,473 84,418 889,115 <b>1,354,213</b>	32,340 168,811 187,143 86,107 906,897 <b>1,381,297</b>	32,987 172,187 190,886 87,829 925,035 <b>1,408,923</b>	33,647 175,631 194,704 89,585 943,536 1,437,102	34,320 179,143 198,598 91,377 962,406 <b>1,465,844</b>	35,006 182,726 202,570 93,205 981,654 <b>1,495,161</b>	35,706 186,381 206,621 95,069 1,001,287 <b>1,525,064</b>	36,420 619,934 190,108 3,235,960 210,753 3,587,376 96,970 1,650,592 1,021,313 17,033,934 1,555,565 26,127,796



### ADZ#2: INPUT & OUTPUT

### ► INPUT

2.00%
6.00%

REAL PROPERTY TAX	PARTICIPATION					
City of Grand Prairie	0.66999800	75%	0.5024985			
Tarrant County	0.23400000	0%	0.0000000			
Parkland	0.26610000	0%	0.0000000			
DCCD	0.12400000	0%	0.0000000			
Grand Prairie ISD	1.50970000	0%	0.0000000			
	2.80379800		0.5024985			

PERSONAL PROPERTY TAX	PARTICIPATION					
City of Grand Prairie	0.66999800	0%	0.0000000			
Tarrant County	0.23400000	0%	0.0000000			
Parkland	0.26610000	0%	0.0000000			
DCCD	0.12400000	0%	0.0000000			
Grand Prairie ISD	1.50970000	0%	0.0000000			
	2.80379800		0.0000000			

SALES TAX RATE	0.0200000	0.00%	0.0000000

AREA DEVELOMENT ZONE #2		AREA	REAL PR	ROF	PERTY	PERSONAL PROPERTY					SALES			
	Year	SF/UNITS	\$ / SF		TAX VALUE		\$ / SF		TAX VALUE		\$ / SF		TAX VALUE	
Medical	2024	60,000	\$ 225	\$	13,500,000	\$	-	\$	-	\$	-	\$	-	
Medical	2026	40,000	\$ 225	\$	9,000,000	\$	-	\$	-	\$	-	\$	-	
Medical	2028	40,000	\$ 225	\$	9,000,000	\$	-	\$	-	\$	-	\$	-	

TOTAL \$ 31,500,000 \$ - \$

# OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL I	PROPE	RTY	PERSONA	L PRO	PERTY	SALES				
City of Grand Prairie	23.9%	\$	3,418,536	=	\$	3,418,536	+	\$	-	+		\$	-
Tarrant County	8.3%	\$	1,193,940	=	\$	1,193,940	+	\$	-	+		\$	-
Parkland	9.5%	\$	1,357,724	=	\$	1,357,724	+	\$	-	+		\$	-
DCCD	4.4%	\$	632,686	=	\$	632,686	+	\$	-	+		\$	-
Grand Prairie ISD	53.8%	\$	7,702,955	=	\$	7,702,955	+	\$	-	+		\$	-
	100.0%		14,305,842		\$	14,305,842		\$	-			\$	-
			100.0%	•		100.0%	0.0%			_	0.0%		

TOTAL PARTICIPATION	TOTAL	REAL	L PROPE	RTY	PERSON	IAL PROPE	RTY	SALES			
City of Grand Prairie	100.0%	\$ 3,418,536	=	\$	2,563,902	+	\$	-	+	\$	-
Tarrant County	0.0%	\$ -	=	\$	-	+	\$	-	+	\$	-
Parkland	0.0%	\$ -	=	\$	-	+	\$	-	+	\$	-
DCCD	0.0%	\$ -	=	\$	-	+	\$	-	+	\$	-
Grand Prairie ISD	0.0%	\$ -	=	\$	-	+	\$	-	+	\$	-
	100.0%	\$ 3,418,536		\$	2,563,902		\$	-		\$	-
		 100.0%	•		100.0%			0.0%	-		0.0%

NET BENEFIT			TOTAL	REAL	PROP	ERTY	PERSON	AL PROP	ERTY	SALES			
City of Grand Prairie	0.0%	\$	-	=	\$	854,634	+	\$	-	+	\$	-	
Tarrant County	10.8%	\$	1,193,940	=	\$	1,193,940	+	\$	-	+	\$	-	
Parkland	12.4%	\$	1,375,072	=	\$	1,357,724	+	\$	-	+	\$	-	
DCCD	5.7%	\$	632,686	=	\$	632,686	+	\$	-	+	\$	-	
Grand Prairie ISD	71.0%	\$	7,849,136	=	\$	7,702,955	+	\$	-	+	\$	-	
	100.0%	\$	11,050,834		\$	11,741,939		\$	-		\$	-	
			100.0%	-		100.0%	-		0.0%	-		0.0%	



	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
TOTAL TAX REVENUE																								
REAL PROPERTY	% OCCUPIED Taxable Value	<b>2019</b> 0% -	<b>2020</b> 0%	<b>2021</b> 0% -	2022	2023	2024 21% 6,750,000	<b>2025</b> 43% 13,500,000	<b>2026</b> 57% 18,000,000	<b>2027</b> 71% 22,500,000	<b>2028</b> 86% 27,000,000	2029 100% 31,500,000	2030 100% 32,130,000	2031 100% 32,772,600	2032 100% 33,428,052	2033 100% 34,096,613	2034 100% 34,778,545	2035 100% 35,474,116	2036 100% 36,183,599	2037 100% 36,907,271	2038 100% 37,645,416	2039 100% 38,398,324	2040 100% 39,166,291	
City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	1,447,228 505,451 574,789 267,846 3,261,026 6,056,341	- - - - -	- - - -	- - - -	- - - - - -	- - - -	45,225 15,795 17,962 8,370 101,905 189,256	90,450 31,590 35,924 16,740 203,810 378,513	120,600 42,120 47,898 22,320 271,746 504,684	150,750 52,650 59,873 27,900 339,683 <b>630,855</b>	180,899 63,180 71,847 33,480 407,619 <b>757,025</b>	211,049 73,710 83,822 39,060 475,556 883,196	215,270 75,184 85,498 39,841 485,067 <b>900,860</b>	219,576 76,688 87,208 40,638 494,768 <b>918,878</b>	223,967 78,222 88,952 41,451 504,663 <b>937,255</b>	228,447 79,786 90,731 42,280 514,757 <b>956,000</b>	233,016 81,382 92,546 43,125 525,052 <b>975,120</b>	237,676 83,009 94,397 43,988 535,553 <b>994,623</b>	242,429 84,670 96,285 44,868 546,264 <b>1,014,515</b>	247,278 86,363 98,210 45,765 557,189 <b>1,034,805</b>	252,224 88,090 100,174 46,680 568,333 <b>1,055,501</b>	257,268 89,852 102,178 47,614 579,700 <b>1,076,611</b>	262,413 91,649 104,221 48,566 591,293 1,098,144	3,418 1,193 1,357 632 7,702 14,305
PERSONAL PROPERTY	% OCCUPIED Taxable Value	0%	0%	0%	0%	0%	21%	43%	57%	71%	86%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	PV	-	-	-	-	- - - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	-	-	-	-	-	-	-	- - - -	- - - -	- - - - -	- - - - -	GROSS
SALES TAX	% OCCUPIED Taxable Value	0%	0%	0%	0% -	0%	21% -	43%	57% -	71% -	86% -	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Total	PV -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
SUMMARY  City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	PV 1,447,228 505,451 574,789 267,846 3,261,026 6,056,341	- - - -	-	-	-	- - - - -	45,225 15,795 17,962 8,370 101,905 189,256	90,450 31,590 35,924 16,740 203,810 378,513	120,600 42,120 47,898 22,320 271,746 504,684	150,750 52,650 59,873 27,900 339,683 630,855	180,899 63,180 71,847 33,480 407,619 <b>757,025</b>	211,049 73,710 83,822 39,060 475,556 883,196	215,270 75,184 85,498 39,841 485,067 900,860	219,576 76,688 87,208 40,638 494,768 918,878	223,967 78,222 88,952 41,451 504,663 937,255	228,447 79,786 90,731 42,280 514,757 <b>956,000</b>	233,016 81,382 92,546 43,125 525,052 975,120	237,676 83,009 94,397 43,988 535,553 <b>994,623</b>	242,429 84,670 96,285 44,868 546,264 1,014,515	247,278 86,363 98,210 45,765 557,189 <b>1,034,805</b>	252,224 88,090 100,174 46,680 568,333 <b>1,055,501</b>	257,268 89,852 102,178 47,614 579,700 <b>1,076,611</b>	262,413 91,649	GROSS  3,418, 1,193, 1,357, 632, 7,702, 14,305,
PARTICIPATION																								
REAL PROPERTY	Taxable Value	-	-	-	-	-	6,750,000	13,500,000	18,000,000	22,500,000	27,000,000	31,500,000	32,130,000	32,772,600	33,428,052	34,096,613	34,778,545	35,474,116	36,183,599	36,907,271	37,645,416	38,398,324	39,166,291	GROSS
City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	1,085,421 - - - - - 1,085,421	- - - -	- - - -	- - - -	- - - -	-	33,919 - - - - - 33,919	67,837 - - - - - 67,837	90,450 - - - - 90,450	113,062 - - - - - - 113,062	135,675 - - - - - 135,675	158,287 - - - - - - 158,287	161,453 - - - - - 161,453	164,682 - - - - 164,682	167,975 - - - - 167,975	171,335 - - - - - 171,335	174,762 - - - - 174,762	178,257 - - - - - 178,257	181,822 - - - - - 181,822	185,458 - - - - - - 185,458	189,168 - - - - - 189,168	192,951 - - - - - 192,951	196,810 - - - - 196,810	2,563,
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	PV	- - - -	- - - -	- - - -	- - - -	-	- - - -	- - - -	- - - -	-	-	-	- - - - -	- - - - -	- - - - -	- - - - -	- - - -	- - - -	- - - -	-	-	-	- - - -	GROSS
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	PV -		-	-	-	-	-	-	-	-	-	-	-		-		-	-	-	-	-	-	- 1	GROSS
SUMMARY  City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	PV 1,447,228 - - - - - 1,447,228	-	-	-	-	- - - - -	45,225 - - - - - - 45,225	90,450 - - - - - 90,450	120,600 - - - - - 120,600	150,750 - - - - - - 150,750	180,899 - - - - - - 180,899	211,049 - - - - - - 211,049	215,270 - - - - - - 215,270	219,576 - - - - - - 219,576	223,967 - - - - - 223,967	228,447 - - - - - - 228,447	233,016 - - - - - 233,016	237,676 - - - - - 237,676	242,429 - - - - - 242,429	247,278 - - - - - - - 247,278	252,224 - - - - - - 252,224	257,268 - - - - - - - - 257,268	262,413 - - - - - 262,413	GROSS 3,418,
TOTAL TAX REVENUE -	PARTICIPATION	I = NET BEI	NEFIT																					
SUMMARY  City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	PV - 505,451 582,133 267,846 3,322,911 4,678,342	- - - - -	- - - - -	- - - - -	- - - - -	-	15,795 18,191 8,370 103,839 <b>146,195</b>	31,590 36,383 16,740 207,677 <b>292,390</b>	42,120 48,510 22,320 276,903 389,853	52,650 60,638 27,900 346,129 <b>487,316</b>	63,180 72,765 33,480 415,355 <b>584,780</b>	73,710 84,893 39,060 484,580 <b>682,243</b>	75,184 86,590 39,841 494,272 <b>695,888</b>	76,688 88,322 40,638 504,157 <b>709,805</b>	78,222 90,089 41,451 514,240 <b>724,001</b>	79,786 91,890 42,280 524,525 <b>738,481</b>	81,382 93,728 43,125 535,016 <b>753,251</b>	83,009 95,603 43,988 545,716 <b>768,316</b>	84,670 97,515 44,868 556,630 <b>783,682</b>	86,363 99,465 45,765 567,763 <b>799,356</b>	88,090 101,454 46,680 579,118 <b>815,343</b>	89,852 103,483 47,614 590,701 831,650	91,649 105,553 48,566 602,515 848,283	1,193, 1,375, 632, 7,849, 11,050,



### ADZ#3: INPUT & OUTPUT

#### ► INPUT

INFLATION RATE	2.00%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIP	ATION
City of Grand Prairie	0.66999800	75%	0.5024985
Tarrant County	0.23400000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
·	2.80379800		0.5024985

PERSONAL PROPERTY TAX		PARTICIP	ATION
City of Grand Prairie	0.66999800	0%	0.0000000
Tarrant County	0.23400000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
	2.80379800		0.0000000

Sales Tax Rate	0.0200000	0.00%	0.0000000
Jaies Tax Nate	0.0200000	0.00 /6	0.0000000

AREA DEVELOPMENT ZONE #3		<u>AREA</u>	REAL	PROPERTY	PERSONAL	PROPERTY		SALE	<u>s</u>
	Year	SF/UNITS	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF		TAX VALUE
Multifamily	2023	401	\$ 130,000	\$ 52,130,000	\$ -	\$ -	\$ -	\$	-
Retail	2021	5,960	\$ 180	\$ 1,072,800	\$ -	\$ -	\$ 250	\$	1,490,000
Retail	2021	5,700	\$ 180	\$ 1,026,000	\$ -	\$ -	\$ 250	) \$	1,425,000
Restaurant	2021	6,100	\$ 200	\$ 1,220,000	\$ -	\$ -	\$ 325	5 \$	1,982,500
Restaurant	2022	10,380	\$ 200	\$ 2,076,000	\$ -	\$ -	\$ 325	5 \$	3,373,500
Restaurant	2022	5,450	\$ 200	\$ 1,090,000	\$ -	\$ -	\$ 325	5 \$	1,771,250
Retail	2022	9,300	\$ 180	\$ 1,674,000	\$ -	\$ -	\$ 250	) \$	2,325,000
Restaurant	2023	6,600	\$ 200	\$ 1,320,000	\$ -	\$ -	\$ 325	5 \$	2,145,000
Retail	2023	40,000	\$ 180	\$ 7,200,000	\$ -	\$ -	\$ 250	) \$	10,000,000
Multifamily	2024	291	\$ 130,000	\$ 37,830,000	\$ -	\$ -	\$ -	\$	-
Multifamily	2024	110	\$ 130,000	\$ 14,300,000	\$ -	\$ -	\$ -	\$	-

TOTAL 120,938,800 - 24,512,250

### **▶** OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL F	PROP	ERTY	PERSON	IAL PROPE	RTY		SALE	S
City of Grand Prairie	32.4%	\$ 24,460,738	=	\$	16,046,242	+	\$	-	+	\$	8,414,496
Tarrant County	7.4%	\$ 5,604,227	=	\$	5,604,227	+	\$	-	+	\$	-
Parkland	8.4%	\$ 6,373,011	=	\$	6,373,011	+	\$	-	+	\$	-
DCCD	3.9%	\$ 2,969,761	=	\$	2,969,761	+	\$	-	+	\$	-
Grand Prairie ISD	47.8%	\$ 36,156,841	=	\$	36,156,841	+	\$	-	+	\$	-
·	100.0%	75,564,578		\$	67,150,081		\$	-		\$	8,414,496
		100.0%	=		88.9%	=		0.0%	=		11.1%

TOTAL PARTICIPATION		TOTAL	REAL	PROPI	ERTY	PERSON	IAL PROPE	RTY		SALES	
City of Grand Prairie	100.0%	\$ 16,046,242	=	\$	12,034,681	+	\$		+	\$	-
Tarrant County	0.0%	\$ -	=	\$	-	+	\$		+	\$	-
Parkland	0.0%	\$ -	=	\$	-	+	\$		+	\$	-
DCCD	0.0%	\$ -	=	\$	-	+	\$		+	\$	-
Grand Prairie ISD	0.0%	\$ -	=	\$	-	+	\$		+	\$	-
	100.0%	\$ 16,046,242		\$	12,034,681		\$	-		\$	-
		 100.09/			100.0%	-		0.00/	-		0.0%

NET BENEFIT		TOTAL	REAL	PROPI	ERTY	PERSON	NAL PROPE	RTY		SALES	
City of Grand Prairie	14.0%	\$ 8,414,496	=	\$	4,011,560	+	\$	-	+	\$	8,414,496
Tarrant County	9.3%	\$ 5,604,227	=	\$	5,604,227	+	\$		+	\$	-
Parkland	10.7%	\$ 6,454,440	=	\$	6,373,011	+	\$	-	+	\$	-
DCCD	4.9%	\$ 2,969,761	=	\$	2,969,761	+	\$	-	+	\$	-
Grand Prairie ISD	61.1%	\$ 36,842,999	=	\$	36,156,841	+	\$	-	+	\$	-
	100.0%	\$ 60,285,924		\$	55,115,400		\$	-		\$	8,414,496
		 100.0%			86.0%			0.0%			14.0%



	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
TOTAL TAX REVENUE																								
REAL PROPERTY	% OCCUPIED Taxable Value	<b>2019</b> 0%	<b>2020</b> 0% -	1% 1,659,400	5% 5,738,800	32% 38,483,800	<b>2024</b> 78% 94,873,800	2025 100% 120,938,800	2026 100% 123,357,576	2027 100% 125,824,728	2028 100% 128,341,222	2029 100% 130,908,047	2030 100% 133,526,207	2031 100% 136,196,732	2032 100% 138,920,666	2033 100% 141,699,080	2034 100% 144,533,061	2035 100% 147,423,722	2036 100% 150,372,197	2037 100% 153,379,641	2038 100% 156,447,234	2039 100% 159,576,178	2040 100% 162,767,702	
City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD	7,244,015 2,530,007 2,877,072 1,340,687 16,322,869 30,314,650	-	- - - -	11,118 3,883 4,416 2,058 25,052 <b>46,526</b>	38,450 13,429 15,271 7,116 86,639 <b>160,904</b>	257,841 90,052 102,405 47,720 580,990 <b>1,079,008</b>	635,653 222,005 252,459 117,644 1,432,310 <b>2,660,070</b>	810,288 282,997 321,818 149,964 1,825,813 <b>3,390,880</b>	826,493 288,657 328,255 152,963 1,862,329 3,458,697	843,023 294,430 334,820 156,023 1,899,576 <b>3,527,871</b>	859,884 300,318 341,516 159,143 1,937,567 <b>3,598,429</b>	877,081 306,325 348,346 162,326 1,976,319 <b>3,670,397</b>	894,623 312,451 355,313 165,572 2,015,845 <b>3,743,805</b>	912,515 318,700 362,420 168,884 2,056,162 <b>3,818,681</b>	930,766 325,074 369,668 172,262 2,097,285 <b>3,895,055</b>	949,381 331,576 377,061 175,707 2,139,231 <b>3,972,956</b>	968,369 338,207 384,602 179,221 2,182,016 <b>4,052,415</b>	987,736 344,972 392,295 182,805 2,225,656 <b>4,133,463</b>	1,007,491 351,871 400,140 186,462 2,270,169 <b>4,216,133</b>	1,027,641 358,908 408,143 190,191 2,315,572 <b>4,300,455</b>	1,048,193 366,087 416,306 193,995 2,361,884 <b>4,386,464</b>	1,069,157 373,408 424,632 197,874 2,409,122 <b>4,474,194</b>	1,090,540 380,876 433,125 201,832 2,457,304 <b>4,563,678</b>	GROSS 16,046,242 5,604,227 6,373,011 2,969,761 36,156,841 67,150,081
PERSONAL PROPERTY	% OCCUPIED Taxable Value	0%	0%	1% -	5% -	32% -	78% -	100%	100%	100%	100%	100%	100%	100%	100% -	100%	100%	100% -	100% -	100%	100%	100%	100% -	
City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD <i>Total</i>	PV	-	- - - -	- - - - -	- - - - -	- - - - -	-	-	- - - -	-	-	- - - -	- - - -	-	- - - -	- - - -	-	-	- - - -	-	- - - -	-	- - - -	GROSS
SALES TAX	% OCCUPIED Taxable Value	0%	0% -	1% 336,332	5% 1,163,158	32% 7,800,016	78% 19,229,315	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	100% 24,512,250	
Total	PV 3,904,397	-	-	6,727	23,263	156,000	384,586	490,245	490,245	490,245	490,245	490,245	490,245	490,245	490,245	490,245	490,245	490,245	490,245	490,245	490,245	490,245	490,245	GROSS 8,414,496
SUMMARY  City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	PV 11,148,412 2,530,007 2,877,072 1,340,687 16,322,869 34,219,046	- - - - -	- - - - -	17,845 3,883 4,416 2,058 25,052 53,253	61,713 13,429 15,271 7,116 86,639 184,168	413,841 90,052 102,405 47,720 580,990 <b>1,235,008</b>	1,020,239 222,005 252,459 117,644 1,432,310 <b>3,044,656</b>	1,300,533 282,997 321,818 149,964 1,825,813 3,881,125	1,316,738 288,657 328,255 152,963 1,862,329 <b>3,948,942</b>	1,333,268 294,430 334,820 156,023 1,899,576 <b>4,018,116</b>	1,350,129 300,318 341,516 159,143 1,937,567 4,088,674	1,367,326 306,325 348,346 162,326 1,976,319 <b>4,160,642</b>	1,384,868 312,451 355,313 165,572 2,015,845 <b>4,234,050</b>	1,402,760 318,700 362,420 168,884 2,056,162 <b>4,308,926</b>	1,421,011 325,074 369,668 172,262 2,097,285 <b>4,385,300</b>	1,439,626 331,576 377,061 175,707 2,139,231 <b>4,463,201</b>	1,458,614 338,207 384,602 179,221 2,182,016 <b>4,542,660</b>	1,477,981 344,972 392,295 182,805 2,225,656 4,623,708	1,497,736 351,871 400,140 186,462 2,270,169 <b>4,706,378</b>	1,517,886 358,908 408,143 190,191 2,315,572 <b>4,790,700</b>	1,538,438 366,087 416,306 193,995 2,361,884 <b>4,876,709</b>	1,559,402 373,408 424,632 197,874 2,409,122 <b>4,964,439</b>	1,580,785 380,876 433,125 201,832 2,457,304 5,053,923	GROSS 24,460,738 5,604,227 6,373,011 2,969,761 36,156,841 75,564,578
PARTICIPATION																								
REAL PROPERTY	Taxable Value	-	-	1,659,400	5,738,800	38,483,800	94,873,800	120,938,800	123,357,576	125,824,728	128,341,222	130,908,047	133,526,207	136,196,732	138,920,666	141,699,080	144,533,061	147,423,722	150,372,197	153,379,641	156,447,234	159,576,178	162,767,702	
City of Grand Prairie	5,433,011	-	-	8,338	28,837 - -	193,381 - -	476,739 - -	607,716 - -	619,870 - -	632,267 - -	644,913 - -	657,811 - -	670,967 - -	684,387 - -	698,074 - -	712,036 - - -	726,276 - -	740,802 - -	755,618 - -	770,730 - -	786,145 - -	801,868 - - -	817,905 - - -	GROSS 12,034,681 - -
Tarrant County Parkland DCCD Grand Prairie ISD Total	5,433,011	-	- - -	8,338	- - 28,837	- - 193,381	476,739	- - 607,716	- - 619,870	632,267	- - 644,913	657,811	670,967	- - 684,387	698,074	- 712,036	726,276	740,802	- - 755,618	- - 770,730	786,145	801,868	817,905	- 12,034,681
Parkland DCCD Grand Prairie ISD	5,433,011  Taxable Value	-	-	- - 8,338	28,837 -	- 193,381 -	- 476,739 -	- - 607,716 -	- 619,870 -	- - 632,267 -	- - 644,913 -	- 657,811 -	- 670,967 -	684,387 -	- 698,074 -	- 712,036 -	726,276	- 740,802 -	- - 755,618 -	- - 770,730 -	786,145 -	801,868 -	- 817,905	- 12,034,681
Parkland DCCD Grand Prairie ISD <i>Total</i>		-		8,338 	- 28,837 - - - - - - - -	- 193,381 - - - - - - -	- 476,739 - - - - - - - -	- 607,716	- 619,870 - - - - - - - -	- 632,267 - - - - - - - - -	- 644,913 - - - - - - - -	- 657,811 - - - - - - - -	- 670,967 - - - - - - - -	- 684,387 - - - - - - - -	- 698,074 - - - - - - -	- 712,036	- 726,276	- 740,802 - - - - - - - -	- 755,618 - - - - - - - -	- 770,730	- 786,145	- 801,868 - - - - - - - -	817,905	GROSS
Parkland DCCD Grand Prairie ISD Total  PERSONAL PROPERTY  City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD	Taxable Value			8,338 - - - - - - - - - - - - - - - - -	28,837 - - - - - - - - - - - - - - - -	- 193,381 - - - - - - - - - - 7,800,016	- 476,739 - - - - - - - - - - - - - - - - -	- 607,716	- 619,870 - - - - - - - - - - - - - - - - -	- 632,267	- 644,913 - - - - - - - - - - - - - -	- 657,811	- 670,967 - - - - - - - - - - - - - - - -	- 684,387	- 698,074 - - - - - - - - - - - - - - - -	712,036	- 726,276	- 740,802 - - - - - - - - - - - - - - - - -	755,618	- 770,730 - - - - - - - - - - - - - - - - -	- 786,145	- 801,868	· ·	
Parkland DCCD Grand Prairie ISD Total  PERSONAL PROPERTY  City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	Taxable Value PV				-		- - - - - - -		-	-	-	- - - - -	- - - - - - -	- - - - - - -	-	- - - - -	- - - - -	-	- - - - -	-	- - - - -	-	-	
Parkland DCCD Grand Prairie ISD Total  PERSONAL PROPERTY  City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total  SALES TAX	Taxable Value  PV Taxable Value				-		- - - - - - -		-	-	-	- - - - -	- - - - - - -	- - - - - - -	-	- - - - -	- - - - -	-	- - - - -	-	- - - - -	-	-	GROSS GROSS
Parkland DCCD Grand Prairie ISD Total  PERSONAL PROPERTY  City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total  SALES TAX  Total  SUMMARY  City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD	Taxable Value  PV	- - - - - - - - - - - - - - - - - - -	- - - - - - - - - - - - - - - - - - -	336,332	1,163,158 - 38,450	7,800,016	19,229,315	24,512,250	24,512,250 - 826,493 - -	24,512,250 - 843,023 - -	24,512,250 - 859,884 - -	24,512,250 - 877,081 -	24,512,250	24,512,250 - 912,515 -	24,512,250 - 930,766 -	- - - - - 24,512,250 - 949,381 - -	- - - - - - 24,512,250 - 968,369 - - -	24,512,250 - 987,736 -	- - - - - - 24,512,250 - 1,007,491 - -	24,512,250 - 1,027,641 - -	- - - - - 24,512,250 - 1,048,193 - -	- - - - - - 24,512,250 - 1,069,157 - - -	24,512,250	GROSS



# ADZ#4: INPUT & OUTPUT

### ► INPUT

INFLATION RATE	2.00%
DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIE	PATION
City of Grand Prairie	0.66999800	75%	0.5024985
	0.23400000	1070	
Tarrant County	0.2340000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
	2.80379800		0.5024985

PERSONAL PROPERTY TAX		PARTICIF	PATION
City of Grand Prairie	0.66999800	0%	0.0000000
Tarrant County	0.23400000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
	2.80379800		0.0000000

Sales Tax Rate	0.0200000	0.00%	0.0000000
Guics Tux Rute	0.020000	0.0070	0.0000000

TOTAL

AREA DEVELOPMENT ZONE #4		AREA	REAL I	PRC	PERTY	PERSONAL	L PR	OPERTY	S	ALE	S
	Year	SF	\$ / SF		TAX VALUE	\$ / SF		TAX VALUE	\$ / SF		TAX VALUE
Restaurant	2021	32,400	\$ 200	\$	6,480,000	\$ -	\$	-	\$ 325.00	\$	10,530,000
Multifamily	2022	270	\$ 130,000	\$	35,100,000	\$ -	\$		\$ -	\$	-
Retail	2023	4,200	\$ 180	\$	756,000	\$ -	\$	-	\$ 250.00	\$	1,050,000
Retail	2023	4,200	\$ 180	\$	756,000	\$ -	\$	-	\$ 250.00	\$	1,050,000
Retail	2023	4,200	\$ 180	\$	756,000	\$ -	\$		\$ 250.00	\$	1,050,000
Retail	2023	10,000	\$ 180	\$	1,800,000	\$ -	\$		\$ 250.00	\$	2,500,000
Retail	2023	65,000	\$ 180	\$	11,700,000	\$ -	\$		\$ 250.00	\$	16,250,000
Retail	2021	3,000	\$ 180	\$	540,000	\$ -	\$		\$ 250.00	\$	750,000
Retail	2022	12,000	\$ 180	\$	2,160,000	\$ -	\$	-	\$ 250.00	\$	3,000,000
Retail	2022	4,000	\$ 180	\$	720,000	\$ -	\$	-	\$ 250.00	\$	1,000,000
Retail	2023	4,500	\$ 180	\$	810,000	\$ -	\$		\$ 250.00	\$	1,125,000
Multifamily	2022	166	\$ 130,000	\$	21,580,000	\$ -	\$		\$ -	\$	-
Retail	2024	80,000	\$ 180	\$	14,400,000	\$ -	\$		\$ 250.00	\$	20,000,000
Multifamily	2021	514	\$ 130,000	\$	66,820,000	\$ -	\$		\$ -	\$	-
Retail	2022	7,600	\$ 180	\$	1,368,000	\$ -	\$	-	\$ 250.00	\$	1,900,000
Retail	2023	36,220	\$ 180	\$	6,519,600	\$ -	\$	-	\$ 250.00	\$	9,055,000
Retail	2024	6,000	\$ 180	\$	1,080,000	\$ -	\$	-	\$ 250.00	\$	1,500,000
Retail	2024	6,000	\$ 180	\$	1,080,000	\$ -	\$	-	\$ 250.00	\$	1,500,000

# OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL	PRO	PERTY	PERSON	NAL PROPE	RTY		SALES	
City of Grand Prairie	23.9%	\$ 24,822,454	=	\$	24,822,454	+	\$		+	\$	-
Tarrant County	8.3%	\$ 8,669,360	=	\$	8,669,360	+	\$		+	\$	-
Parkland	9.5%	\$ 9,858,619	=	\$	9,858,619	+	\$		+	\$	-
DCCD	4.4%	\$ 4,594,020	=	\$	4,594,020	+	\$		+	\$	-
Grand Prairie ISD	53.8%	\$ 55,932,195	=	\$	55,932,195	+	\$	-	+	\$	-
	100.0%	103,876,648		\$	103,876,648		\$	-		\$	-
		400.0%	-		400.09/	•		0.09/	•		0.00/

TOTAL PARTICIPATION		TOTAL		REAL	PROP	ERTY	PERSO	NAL PROPE	RTY		SALES	
City of Grand Prairie	100.0%	\$	20,565,288	=	\$	18,616,840	+	\$	-	+	\$	-
Tarrant County	0.0%	\$	-	=	\$		+	\$	-	+	\$	-
Parkland	0.0%	\$		=	\$		+	\$	-	+	\$	-
DCCD	0.0%	\$	-	=	\$		+	\$	-	+	\$	-
Grand Prairie ISD	0.0%	\$	-	=	\$	-	+	\$	-	+	\$	-
	100.0%	\$	20,565,288		\$	18,616,840		\$	-		\$	-
			100.0%			100.0%			0.0%	•		0.0%

NET BENEFIT		TOTAL			PERTY	PERSON	NAL PROPI	ERTY		SALES	
City of Grand Prairie	0.0%	\$ -	=	\$	6,205,613	+	\$		+	\$	-
Tarrant County	10.8%	\$ 7,182,525	=	\$	8,669,360	+	\$		+	\$	-
Parkland	12.4%	\$ 8,272,182	=	\$	9,858,619	+	\$		+	\$	-
DCCD	5.7%	\$ 3,806,124	=	\$	4,594,020	+	\$		+	\$	-
Grand Prairie ISD	71.0%	\$ 47,218,963	=	\$	55,932,195	+	\$		+	\$	-
	100.0%	\$ 66,479,794		\$	85,259,808		\$	-		\$	-
		100.0%	•		100.0%	•		0.0%	•		0.0%

72,260,000

	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
TOTAL TAX REVENUE  REAL PROPERTY	% OCCUPIED Taxable Value	<b>2019</b> 0%	<b>2020</b> 0%	<b>2021</b> 21% 36,920,000	<b>2022</b> 60% 104,304,000	2023 84% 146,316,800	<b>2024</b> 95% 166,145,600	<b>2025</b> 100% 174,425,600	<b>2026</b> 100% 177,914,112	<b>2027</b> 100% 181,472,394	<b>2028</b> 100% 185,101,842	<b>2029</b> 100% 188,803,879	<b>2030</b> 100% 192,579,957	<b>2031</b> 100% 196,431,556	<b>2032</b> 100% 200,360,187	<b>2033</b> 100% 204,367,391	<b>2034</b> 100% 208,454,738	<b>2035</b> 100% 212,623,833	<b>2036</b> 100% 216,876,310	2037 100% 221,213,836	<b>2038</b> 100% 225,638,113	<b>2039</b> 100% 230,150,875	<b>2040</b> 100% 234,753,892	
City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	PV 12,449,422 4,348,020 4,944,479 2,304,079 28,052,162 52,098,163	- - - -	- - - - -	247,363 86,393 98,244 45,781 557,381 <b>1,035,162</b>	698,835 244,071 277,553 129,337 1,574,677 <b>2,924,473</b>	980,320 342,381 389,349 181,433 2,208,945 <b>4,102,428</b>	1,113,172 388,781 442,113 206,021 2,508,300 <b>4,658,387</b>	1,168,648 408,156 464,147 216,288 2,633,303 4,890,541	1,192,021 416,319 473,429 220,613 2,685,969 <b>4,988,352</b>	1,215,861 424,645 482,898 225,026 2,739,689 5,088,119	1,240,179 433,138 492,556 229,526 2,794,483 5,189,882	1,264,982 441,801 502,407 234,117 2,850,372 5,293,679	1,290,282 450,637 512,455 238,799 2,907,380 5,399,553	1,316,087 459,650 522,704 243,575 2,965,527 5,507,544	1,342,409 468,843 533,158 248,447 3,024,838 <b>5,617,695</b>	1,369,257 478,220 543,822 253,416 3,085,334 <b>5,730,049</b>	1,396,643 487,784 554,698 258,484 3,147,041 <b>5,844,650</b>	1,424,575 497,540 565,792 263,654 3,209,982 <b>5,961,543</b>	1,453,067 507,491 577,108 268,927 3,274,182 <b>6,080,774</b>	1,482,128 517,640 588,650 274,305 3,339,665 <b>6,202,389</b>	1,511,771 527,993 600,423 279,791 3,406,459 <b>6,326,437</b>	1,542,006 538,553 612,431 285,387 3,474,588 <b>6,452,966</b>		24,822 8,669 9,858 4,594 55,932
PERSONAL PROPERTY	% OCCUPIED Taxable Value	0%	0%	21%	60%	84%	95%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100,01
City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	PV	-	-	-	- - - -	- - - - -	-	-	-	-	-	-	-	- - - -	- - - - -	- - - -	- - - -	-	- - - - -	:	- - - - -	-	- - - -	GROSS
SALES TAX	% OCCUPIED Taxable Value	0%	0%	21% 15,294,998	60% 43,210,441	84% 60,615,254	95% 68,829,811	100% 72,260,000	100% 73,705,200	100% 75,179,304	100% 76,682,890	100% 78,216,548	100% 79,780,879	100% 81,376,496	100% 83,004,026	100% 84,664,107	100% 86,357,389	100% 88,084,537	100% 89,846,228	100% 91,643,152	100% 93,476,015	100% 95,345,535	100% 97,252,446	
Total	PV -								-														-	GROSS
City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	PV 12,449,422 4,348,020 4,944,479 2,304,079 28,052,162 52,098,163	- - - -	- - - - -	247,363 86,393 98,244 45,781 557,381 1,035,162	698,835 244,071 277,553 129,337 1,574,677 <b>2,924,473</b>	980,320 342,381 389,349 181,433 2,208,945 <b>4,102,428</b>	1,113,172 388,781 442,113 206,021 2,508,300 <b>4,658,387</b>	1,168,648 408,156 464,147 216,288 2,633,303 4,890,541	1,192,021 416,319 473,429 220,613 2,685,969 <b>4,988,352</b>	1,215,861 424,645 482,898 225,026 2,739,689 5,088,119	1,240,179 433,138 492,556 229,526 2,794,483 5,189,882	1,264,982 441,801 502,407 234,117 2,850,372 5,293,679	1,290,282 450,637 512,455 238,799 2,907,380 5,399,553	1,316,087 459,650 522,704 243,575 2,965,527 5,507,544	1,342,409 468,843 533,158 246,447 3,024,838 5,617,695	1,369,257 478,220 543,822 253,416 3,085,334 5,730,049	1,396,643 487,784 554,698 258,484 3,147,041 5,844,650	1,424,575 497,540 565,792 263,654 3,209,982 <b>5,961,543</b>	1,453,067 507,491 577,108 268,927 3,274,182 <b>6,080,774</b>	1,482,128 517,640 588,650 274,305 3,339,665 <b>6,202,389</b>	1,511,771 527,993 600,423 279,791 3,406,459 <b>6,326,437</b>	1,542,006 538,553 612,431 285,387 3,474,588 6,452,966	1,572,846 549,324 624,680 291,095 3,544,080 <b>6,582,025</b>	24,822 8,669 9,858 4,594 55,932
PARTICIPATION																								
REAL PROPERTY	Taxable Value	-	-	36,920,000	104,304,000	146,316,800	166,145,600	174,425,600	177,914,112	181,472,394	185,101,842	188,803,879	192,579,957	196,431,556	200,360,187	204,367,391	208,454,738	212,623,833	216,876,310	221,213,836	225,638,113	230,150,875	234,753,892	ROSS
City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD <i>Total</i>	9,337,067 - - - - - 9,337,067	- - - -	- - - -	185,522 - - - - - 185,522	524,126 - - - - - 524,126	735,240 - - - - - 735,240	834,879 - - - - 834,879	876,486 - - - - 876,486	894,016 - - - - 894,016	911,896 - - - - 911,896	930,134 - - - - 930,134	948,737 - - - - 948,737	967,711 - - - - 967,711	987,066 - - - - - 987,066	1,006,807 - - - - - 1,006,807	1,026,943 - - - - - 1,026,943	1,047,482 - - - - - 1,047,482	1,068,432 - - - - - 1,068,432	1,089,800 - - - - - 1,089,800	1,111,596 - - - - - - 1,111,596	1,133,828 - - - - - - 1,133,828	1,156,505 - - - - - - 1,156,505	1,179,635 - - - - - 1,179,635	18,61
ERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	PV	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - - -	- - - -	- - - - -	- - - -	- - - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	GROSS
ALES TAX	Taxable Value	-	-	15,294,998	43,210,441	60,615,254	68,829,811	72,260,000	73,705,200	75,179,304	76,682,890	78,216,548	79,780,879	81,376,496	83,004,026	84,664,107	86,357,389	88,084,537	89,846,228	91,643,152	93,476,015	95,345,535	97,252,446	
Total	PV -		-	-				-		-	-	-	-				-			-		-	-	GROSS
SUMMARY	PV																							GROSS
City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD <i>Total</i>	10,658,858	- - - -	-	247,363 - - - - - 247,363	694,252 - - - - - - 694,252	949,313 - - - - - 949,313	1,053,089 - - - - - 1,053,089	1,101,329 - - - - - - 1,101,329	1,101,329 - - - - - 1,101,329	1,101,329 - - - - - 1,101,329	1,101,329 - - - - - 1,101,329	1,101,329 - - - - - - 1,101,329	1,101,329 - - - - - 1,101,329	1,101,329 - - - - - - 1,101,329	1,101,329 - - - - - - 1,101,329	1,101,329 - - - - - 1,101,329	1,101,329 - - - - - - 1,101,329	1,101,329 - - - - - - 1,101,329	1,101,329 - - - - - - 1,101,329	1,101,329 - - - - - 1,101,329	1,101,329 - - - - - - 1,101,329	1,101,329 - - - - 1,101,329	1,101,329	20,569
TOTAL TAX REVENUE -	PARTICIPATION =	= NET BENE	FIT																					
SUMMARY  City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD Total	9V - 3,722,657 4,287,419 1,972,690 24,473,287 34,456,053	- - - -	- - - -	86,393 99,499 45,781 567,959 <b>799,632</b>	- 242,471 279,256 128,489 1,594,038 <b>2,244,254</b>	331,552 381,852 175,694 2,179,673 <b>3,068,771</b>	367,797 423,595 194,901 2,417,948 <b>3,404,240</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 <b>3,560,181</b>	384,645 442,999 203,829 2,528,709 3,560,181	7,182 8,272 3,806 47,218 66,479



# ADZ#5: INPUT & OUTPUT

### **▶** INPUT

INFLATION RATE	2.00%

DISCOUNT RATE 6.00%

REAL PROPERTY TAX		PARTIC	IPATION
City of Grand Prairie	0.66999800	75%	0.5024985
Tarrant County	0.23400000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
_	2.80379800		0.5024985

PERSONAL PROPERTY TAX		PARTIC	IPATION
City of Grand Prairie	0.66999800	0%	0.0000000
Tarrant County	0.23400000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
	2.80379800		0.0000000

SALES TAX RATE	0.0200000	0.00%	0.0000000

AREA DEVELOMENT ZONE #5		AREA	REAL PR	ROPERTY	PERSONAL	PROPERTY	SA	LES
	Year	SF/UNITS	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
Retail	2021	4,200	\$ 180	\$ 756,000	\$ -	\$ -	\$ 250.00	\$ 1,050,000
Retail	2021	3,000	\$ 180	\$ 540,000	\$ -	\$ -	\$ 250.00	\$ 750,000
Retail	2022	4,000	\$ 180	\$ 720,000	\$ -	\$ -	\$ 250.00	\$ 1,000,000
Retail	2022	10,000	\$ 180	\$ 1,800,000	\$ -	\$ -	\$ 250.00	\$ 2,500,000
Retail	2022	3,200	\$ 180	\$ 576,000	\$ -	\$ -	\$ 250.00	\$ 800,000
Retail	2023	4,700	\$ 180	\$ 846,000	\$ -	\$ -	\$ 250.00	\$ 1,175,000
Retail	2023	3,600	\$ 180	\$ 648,000	\$ -	\$ -	\$ 250.00	\$ 900,000
Retail	2023	6,500	\$ 180	\$ 1,170,000	\$ -	\$ -	\$ 250.00	\$ 1,625,000
Retail	2023	6,500	\$ 180	\$ 1,170,000	\$ -	\$ -	\$ 250.00	\$ 1,625,000
Hotel	2022	110	\$ 110,000	\$ 12,100,000	\$ -	\$ -	\$ -	\$ -
Retail	2024	10,000	\$ 180	\$ 1,800,000	\$ -	\$ -	\$ 250.00	\$ 2,500,000
Retail	2024	9,000	\$ 180	\$ 1,620,000	\$ -	\$ -	\$ 250.00	\$ 2,250,000
Retail	2024	65,000	\$ 180	\$ 11,700,000	\$ -	\$ -	\$ 250.00	\$ 16,250,000
Retail	2021	12,000	\$ 180	\$ 2,160,000	\$ -	\$ -	\$ 250.00	\$ 3,000,000

TOTAL \$ 37,606,000 \$ - \$ 35,425,000

### OUTPUT

	TOTAL TAX REVENUE		T	OTAL	REAL I	PROP	ERTY	PERSON	AL PRO	PERTY		SAL	.ES	
<b>•</b>	City of Grand Prairie 54.5%	5	\$	19,521,441	=	\$	5,121,103	+	\$		+		\$	14,400,338
	Tarrant County 5.0%		\$	1,788,570	=	\$	1,788,570	+	\$		+		\$	
	Parkland 5.7%		\$	2,033,925	=	\$	2,033,925	+	\$		+		\$	
	DCCD 2.6%		\$	947,789	=	\$	947,789	+	\$		+		\$	-
	Grand Prairie ISD 32.2%	5	\$	11,539,331	=	\$	11,539,331	+	\$	-	+		\$	-
	100.09	6		35,831,055		\$	21,430,717		\$	-			\$	14,400,338
			-	100.0%	.!!		59.8%	.!!	_	0.0%	•			40.2%

TOTAL PARTICIPATION		TOTAL	REAL P	ROP	ERTY	PERSON	NAL PROP	ERTY		SALES	
City of Grand Prairie	100.0%	\$ 3,840,827	=	\$	3,840,827	+	\$	-	+	\$	-
Tarrant County	0.0%	\$ -	=	\$	-	+	\$	-	+	\$	-
Parkland	0.0%	\$ -	=	\$	-	+	\$	-	+	\$	-
DCCD	0.0%	\$ -	=	\$	-	+	\$	-	+	\$	-
Grand Prairie ISD	0.0%	\$ -	=	\$	-	+	\$	-	+	\$	-
-	100.0%	\$ 3,840,827		\$	3,840,827		\$	-		\$	-
		 100.0%	•'		100.0%			0.0%	_		0.0%

NET BENEFIT		TOTAL		REAL	PROF	PERTY	PERSONAL PROPERTY					
City of Grand Prairie	49.0%	\$	15,680,614	=	\$	1,280,276	+	\$		+	\$	14,400,338
Tarrant County	5.6%	\$	1,788,570	=	\$	1,788,570	+	\$	-	+	\$	-
Parkland	6.4%	\$	2,033,925	=	\$	2,033,925	+	\$	-	+	\$	-
DCCD	3.0%	\$	947,789	=	\$	947,789	+	\$	-	+	\$	-
Grand Prairie ISD	36.1%	\$	11,539,331	=	\$	11,539,331	+	\$	-	+	\$	-
	100.0%	\$	31,990,228		\$	17,589,890		\$	-		\$	14,400,338
			100.0%			55.0%			0.0%	•		45.0%



	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
OTAL TAX REVENUE																								
AL PROPERTY	% OCCUPIED Taxable Value	<b>2019</b> 0% -	2020 0% -	5% 1,728,000	2022 29% 11,054,000	2023 55% 20,569,000	<b>2024</b> 80% 30,046,000	2025 100% 37,606,000	2026 100% 38,358,120	2027 100% 39,125,282	2028 100% 39,907,788	2029 100% 40,705,944	2030 100% 41,520,063	2031 100% 42,350,464	2032 100% 43,197,473	2033 100% 44,061,423	2034 100% 44,942,651	2035 100% 45,841,504	2036 100% 46,758,334	2037 100% 47,693,501	2038 100% 48,647,371	2039 100% 49,620,318	2040 100% 50,612,725	
y of Grand Prairie	PV #REF!	-	-	11,578	74,062	137,812	201,308	251,959	256,999	262,139	267,381	272,729	278,184	283,747	289,422	295,211	301,115	307,137	313,280	319,546	325,936	332,455	339,104	5,1:
rant County kland	#REF! 935,001	-	-	4,044 4,598	25,866 29,415	48,131 54,734	70,308 79,952	87,998 100,070	89,758 102,071	91,553 104,112	93,384 106,195	95,252 108,319	97,157 110,485	99,100 112,695	101,082 114,948	103,104 117,247	105,166 119,592	107,269 121,984	109,415 124,424	111,603 126,912	113,835 129,451	116,112 132,040	118,434 134,680	1,7 2,0
CD and Prairie ISD	435,701 5,304,664	-	-	2,143 26,088	13,707 166,882	25,506 310,530	37,257 453,604	46,631 567,738	47,564 579,093	48,515 590,674	49,486 602,488	50,475 614,538	51,485 626,828	52,515 639,365	53,565 652,152	54,636 665,195	55,729 678,499	56,843 692,069	57,980 705,911	59,140 720,029	60,323 734,429	61,529 749,118	62,760 764,100	9 11,5
otal	9,851,762	-	-	48,450	309,932	576,713	842,429	1,054,396	1,075,484	1,096,994	1,118,934	1,141,312	1,164,139	1,187,421	1,211,170	1,235,393	1,260,101	1,285,303	1,311,009	1,337,229	1,363,974	1,391,253	1,419,079	21,4
SONAL PROPERTY	% OCCUPIED Taxable Value	0%	0%	5%	29%	55% -	80%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
of Grand Prairie	PV -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	- -	GROSS
kland CD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
nd Prairie ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
ES TAX	% OCCUPIED  Taxable Value	0%	0%	5% 1,627,783	29% 10,412,912	55% 19,376,079	80% 28,303,450	100% 35,425,000	100% 36,133,500	100% 36,856,170	100% 37,593,293	100% 38,345,159	100% 39,112,062	100% 39,894,304	100% 40,692,190	100% 41,506,034	100% 42,336,154	100% 43,182,877	100% 44,046,535	100% 44,927,466	100% 45,826,015	100% 46,742,535	100% 47,677,386	
otal	PV 6,619,877	-	-	32,556	208,258	387,522	566,069	708,500	722,670	737,123	751,866	766,903	782,241	797,886	813,844	830,121	846,723	863,658	880,931	898,549	916,520	934,851		GROSS 14,4
MARY																								
of Grand Prairie	PV 8,974,063	_	_	44,133	282,320	525,333	767,377	960,459	979,669	999,262	1,019,247	1,039,632	1,060,425	1,081,633	1,103,266	1,125,331	1,147,838	1,170,795	1,194,211	1,218,095	1,242,457	1,267,306	1,292,652	GROS:
rant County kland	822,211 935,001	-	-	4,044 4,598	25,866 29,415	48,131 54,734	70,308 79,952	87,998 100,070	89,758 102,071	91,553 104,112	93,384 106,195	95,252 108,319	97,157 110,485	99,100 112,695	101,082 114,948	103,104 117,247	105,166 119,592	107,269 121,984	109,415 124,424	111,603 126,912	113,835 129,451	116,112 132,040	118,434 134,680	1,7 2,0
CD nd Prairie ISD	435,701 5,304,664	-	-	2,143 26,088	13,707 166,882	25,506 310,530	37,257 453,604	46,631 567,738	47,564 579,093	48,515 590,674	49,486 602,488	50,475 614,538	51,485 626,828	52,515 639,365	53,565 652,152	54,636 665,195	55,729 678,499	56,843 692,069	57,980 705,911	59,140 720,029	60,323 734,429	61,529 749,118	62,760 764,100	11,5
otal	16,471,639	-	-	81,005	518,190	964,235	1,408,498	1,762,896	1,798,154	1,834,117	1,870,800	1,908,216	1,946,380	1,985,308	2,025,014	2,065,514	2,106,824	2,148,961	2,191,940	2,235,779	2,280,494	2,326,104	2,372,626	35,8
RTICIPATION																								
PROPERTY	Taxable Value	-	-	1,728,000	11,054,000	20,569,000	30,046,000	37,606,000	38,358,120	39,125,282	39,907,788	40,705,944	41,520,063	42,350,464	43,197,473	44,061,423	44,942,651	45,841,504	46,758,334	47,693,501	48,647,371	49,620,318	50,612,725	
of Grand Prairie	1,765,639	-	-	8,683	55,546	103,359	150,981	188,970	192,749	196,604	200,536	204,547	208,638	212,810	217,067	221,408	225,836	230,353	234,960	239,659	244,452	249,341	254,328	GROSS 3,
ant County kland		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
CD nd Prairie ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
tal	1,765,639	-	-	8,683	55,546	103,359	150,981	188,970	192,749	196,604	200,536	204,547	208,638	212,810	217,067	221,408	225,836	230,353	234,960	239,659	244,452	249,341	254,328	3,
ONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROS
of Grand Prairie	-																						9	3RUS.
rant County kland	-																							
CD nd Prairie ISD	Ī.,																							
tal	-	-	-		-	-	-	-	-	-	-	-		-	-	-		-	-	-	-	-	-	
S TAX	Taxable Value	-	-	1,627,783	10,412,912	19,376,079	28,303,450	35,425,000	36,133,500	36,856,170	37,593,293	38,345,159	39,112,062	39,894,304	40,692,190	41,506,034	42,336,154	43,182,877	44,046,535	44,927,466	45,826,015	46,742,535	47,677,386	
tal	PV -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-	-	- G	GROS
MARY																								
of Grand Prairie rant County	1,765,639	-	-	8,683	55,546	103,359	150,981	188,970	192,749	196,604	200,536	204,547	208,638	212,810	217,067	221,408	225,836	230,353	234,960	239,659	244,452	249,341	254,328	GROS 3,
land D		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
nd Prairie ISD otal	1,765,639	-	-	- - 8,683	- - 55,546	- - 103,359	- - 150,981	- - 188,970	- - 192,749	- - 196,604	- - 200,536	- - 204,547	- - 208,638	- - 212,810	- - 217,067	- - 221,408	- - 225,836	- - 230,353	- - 234,960	- - 239,659	- - 244,452	- - 249,341	254,328	3,
AL TAX REVENUE - I	PARTICIPATION	I = NET BEN	EFIT																					
IARY																							G	GROSS
of Grand Prairie	PV																							
of Grand Prairie rant County	7,208,423	-	-	35,450 4,044	226,774	421,975 48 131	616,396	771,490	786,920 89 758	802,658 91,553	818,711	835,085 95,252	851,787 97 157	868,823	886,199 101,082	903,923	922,002	940,442	959,251	978,436	998,004 113,835	1,017,964	1,038,324	15,6
		- - -	- - -	35,450 4,044 4,598 2,143	226,774 25,866 29,415 13,707	421,975 48,131 54,734 25,506	616,396 70,308 79,952 37,257	771,490 87,998 100,070 46,631	786,920 89,758 102,071 47,564	802,658 91,553 104,112 48,515	818,711 93,384 106,195 49,486	835,085 95,252 108,319 50,475	851,787 97,157 110,485 51,485	868,823 99,100 112,695 52,515	886,199 101,082 114,948 53,565	903,923 103,104 117,247 54,636	922,002 105,166 119,592 55,729	940,442 107,269 121,984 56,843	959,251 109,415 124,424 57,980	978,436 111,603 126,912 59,140	998,004 113,835 129,451 60,323	1,017,964 116,112 132,040 61,529		15,6 1,7 2,0



### ADZ#6: INPUT & OUTPUT

#### **▶** INPUT

INFLATION RATE	2.00%
	<u> </u>
DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION					
City of Grand Prairie	0.66999800	75%	0.5024985				
Ellis County	0.32019400	0%	0.0000000				
Parkland	0.26610000	0%	0.0000000				
DCCD	0.12400000	0%	0.0000000				
Midlothian ISD	1.37980000	0%	0.0000000				
	2.76009200		0.5024985				

PERSONAL PROPERTY TAX		PARTIC	CIPATION
City of Grand Prairie	0.66999800	0%	0.0000000
Ellis County	0.32019400	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Midlothian ISD	1.37980000	0%	0.0000000
	2 76009200		0.0000000

SALES TAX RATE	0.0200000	0.00%	0.0000000
SALES TAX RATE	0.0200000	0.00%	0.0000000

AREA DEVELOPMENT ZONE #6		AREA	REAL	PROPERTY	PERSO	NAL PROF	PERTY	SA	LES
	Year	SF/UNITS	\$ / SF	TAX VALUE	\$ / SF	TA	X VALUE	\$ / SF	TAX VALUE
Restaurant	2021	10,000	\$ 200	\$ 2,000,000	\$	- \$	-	\$ 325.00	\$ 3,250,000
Restaurant	2021	10,000	\$ 200	\$ 2,000,000	\$	- \$	-	\$ 325.00	\$ 3,250,000
Retail	2021	36,000	\$ 180	\$ 6,480,000	\$	- \$	-	\$ 250.00	\$ 9,000,000
Retail	2022	5,000	\$ 180	\$ 900,000	\$	- \$	-	\$ 250.00	\$ 1,250,000
Restaurant	2022	2,400	\$ 200	\$ 480,000	\$	- \$	-	\$ 325.00	\$ 780,000
Restaurant	2022	3,200	\$ 200	\$ 640,000	\$	- \$	-	\$ 325.00	\$ 1,040,000
Office	2023	65,000	\$ 140	\$ 9,100,000	\$	- \$	-	\$ -	\$ -
Retail	2023	45,000	\$ 180	\$ 8,100,000	\$	- \$	-	\$ 250.00	\$ 11,250,000
Restaurant	2023	5,000	\$ 200	\$ 1,000,000	\$	- \$	-	\$ 325.00	\$ 1,625,000
Retail	2024	12,000	\$ 180	\$ 2,160,000	\$	- \$	-	\$ 250.00	\$ 3,000,000
Restaurant	2024	2,400	\$ 200	\$ 480,000	\$	- \$	-	\$ 325.00	\$ 780,000
Retail	2024	95,000	\$ 180	\$ 17,100,000	\$	- \$	-	\$ 250.00	\$ 23,750,000
Office	2026	60,000	\$ 140	\$ 8,400,000	\$	- \$		\$ -	\$ -
Industrial	2024	25,000	\$ 70	\$ 1,750,000	\$	- \$	-	\$ -	\$ -
Industrial	2026	42,000	\$ 70	\$ 2,940,000	\$	- \$		\$ -	\$ -
Single Family	2022	117	\$ 400,000	\$ 46,800,000	\$	- \$		\$ -	\$ -
Single Family	2024	108	\$ 400,000	\$ 43,200,000	\$	- \$	-	\$ -	\$ -
Single Family	2026	101	\$ 400,000	\$ 40,400,000	\$	- \$		\$ -	\$ -
Single Family	2028	101	\$ 400,000	\$ 40,400,000	\$	- \$	-	\$ -	\$ -
Single Family	2030	101	\$ 400,000	\$ 40,400,000	\$	- \$	-	\$ -	\$ -
Single Family	2032	102	\$ 400,000	\$ 40,800,000	\$	- \$	-	\$ -	\$ -

TOTAL 418,630 \$ 315,530,000 \$ - \$ 58,5

### OUTPUT

	TOTAL TAX REVENUE		TOTAL	REAL P	ROPERTY	PERSONAL	PROPERTY	SALES				
•	City of Grand Prairie	23.2%	\$ 31,513,954	=	\$ 31,513,954	+	ş -	+	\$ -			
	Ellis County	12.5%	\$ 16,957,991	=	\$ 15,060,610	+	\$ -	+	\$ -			
	Parkland	9.3%	\$ 12,516,251	=	\$ 12,516,251	+	\$ -	+	\$ -			
	DCCD	4.3%	\$ 5,832,451	=	\$ 5,832,451	+	\$ -	+	\$ -			
	Midlothian ISD	50.8%	\$ 64,900,124	=	\$ 64,900,124	+	\$ -	+	\$ -			
		100.0%	136,123,330		\$ 129,823,390		\$ -		\$ -			
			100.0%	•	100.0%	-	0.0%	•	0.0%			

TOTAL PARTICIPATION		TC	OTAL	REAL F	ROP	PERTY	PERSON	AL PROI	PERTY	SA	LES	
City of Grand Prairie	100.0%	\$ 3	1,513,954	=	\$	23,635,465	+	\$	-	+	\$	-
Ellis County	0.0%	\$	-	=	\$	-	+	\$	-	+	\$	-
Parkland	0.0%	\$	-	=	\$	-	+	\$	-	+	\$	-
DCCD	0.0%	\$	-	=	\$	-	+	\$	-	+	\$	-
Midlothian ISD	0.0%	\$	-	=	\$	-	+	\$	-	+	\$	-
	100.0%	3.	1,513,954		\$	23,635,465		\$	-		\$	-
			100.0%	•		100.0%	•		0.0%	-		0.0%

NET BENEFIT		TOTAL	REAL I	ROPE	RTY	PERSONAL	PERTY	SALES			
City of Grand Prairie	0.0%	\$ -	=	\$	7,878,488	+	\$	-	+	\$	-
Ellis County	47.8%	\$ 16,957,991	=	\$	15,060,610	+	\$	-	+	\$	-
Parkland	35.7%	\$ 12,676,173	=	\$	12,516,251	+	\$	-	+	\$	-
DCCD	16.4%	\$ 5,832,451	=	\$	5,832,451	+	\$	-	+	\$	-
Tarrant County	195.0%	\$ 69,142,762	=	\$	64,900,124	+	\$	-	+	\$	-
	100.0%	\$ 35,466,615		\$	41,287,800		\$	-		\$	-
		100.0%	•		100.0%	•		0.0%	•		0.0%

TOTAL TAX REVENUE	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
REAL PROPERTY	% OCCUPIED Taxable Value	<b>2019</b> 0%	<b>2020</b> 0%	2021 2% 5,240,000	<b>2022</b> 11% 34,890,000	<b>2023</b> 22% 68,400,000	<b>2024</b> 35% 109,845,000	<b>2025</b> 45% 142,190,000	<b>2026</b> 53% 168,060,000	<b>2027</b> 61% 193,930,000	2028 68% 214,130,000	<b>2029</b> 74% 234,330,000	<b>2030</b> 81% 254,530,000	<b>2031</b> 87% 274,730,000	<b>2032</b> 94% 295,130,000	<b>2033</b> 100% 315,530,000	<b>2034</b> 100% 321,840,600	<b>2035</b> 100% 328,277,412	<b>2036</b> 100% 334,842,960	2037 100% 341,539,819	<b>2038</b> 100% 348,370,616	<b>2039</b> 100% 355,338,028	<b>2040</b> 100% 362,444,789
City of Grand Prairie Ellis County Parkland DCCD Midlothian ISD Total	13,590,291 6,494,840 5,397,593 2,515,225 27,987,969 55,925,211	- - - - -	- - - - -	35,108 16,778 13,944 6,498 72,302 <b>72,327</b>	233,762 111,716 92,842 43,264 481,412 <b>962,996</b>	458,279 219,013 182,012 84,816 943,783 <b>1,887,903</b>	735,959 351,717 292,298 136,208 1,515,641 <b>3,031,823</b>	952,670 455,284 378,368 176,316 1,961,938 <b>3,924,575</b>	1,125,999 538,118 447,208 208,394 2,318,892 <b>4,638,611</b>	1,299,327 620,952 516,048 240,473 2,675,846 <b>5,352,646</b>	1,434,667 685,631 569,800 265,521 2,954,566 <b>5,910,185</b>	1,570,006 750,311 623,552 290,569 3,233,285 <b>6,467,724</b>	1,705,346 814,990 677,304 315,617 3,512,005 <b>7,025,262</b>	1,840,686 879,669 731,057 340,665 3,790,725 <b>7,582,801</b>	1,977,365 944,989 785,341 365,961 4,072,204 <b>8,145,860</b>	2,114,045 1,010,308 839,625 391,257 4,353,683 8,708,918	2,156,326 1,030,514 856,418 399,082 4,440,757 8,883,097	2,199,452 1,051,125 873,546 407,064 4,529,572 <b>9,060,759</b>	2,243,441 1,072,147 891,017 415,205 4,620,163 <b>9,241,974</b>	2,288,310 1,093,590 908,837 423,509 4,712,566 <b>9,426,813</b>	2,334,076 1,115,462 927,014 431,980 4,806,818 <b>9,615,349</b>	2,380,758 1,137,771 945,554 440,619 4,902,954 <b>9,807,656</b>	GROSS 2,428,373 1,160,526 964,466 449,432 5,001,013 10,003,810 GROSS 11,506 11,506 12,506 449,432 129,751
PERSONAL PROPERTY	% OCCUPIED Taxable Value	0%	0%	2%	11%	22%	35%	45%	53%	61%	68%	74%	81% -	87%	94%	100%	100%	100%	100%	100%	100%	100%	100%
City of Grand Prairie Ellis County Parkland DCCD Midlothian ISD <b>Total</b>	PV		-		-		- - - -	- - - -	-	- - - -	- - - -	- - - -	-	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	GROSS
SALES TAX	% OCCUPIED Taxable Value	0%	0%	2% 979,397	11% 6,521,211	22% 12,784,490	35% 20,530,881	45% 26,576,412	53% 31,411,715	61% 36,247,019	68% 40,022,555	74% 43,798,091	81% 47,573,628	87% 51,349,164	94% 55,162,082	100% 58,975,000	100% 60,154,500	100% 61,357,590	100% 62,584,742	100% 63,836,437	100% 65,113,165	100% 66,415,429	100% 67,743,737
Total	PV -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
SUMMARY  City of Grand Prairie Ellis County Parkland DCCD Midlothian ISD Total	PV 13,590,291 7,313,079 5,397,593 2,515,225 31,447,282 58,702,746	-	-	35,108 18,892 13,944 6,498 72,302 <b>151,647</b>	233,762 111,716 92,842 43,264 481,412 <b>962,996</b>	458,279 219,013 182,012 84,816 943,783 <b>1,887,903</b>	735,959 351,717 292,298 136,208 1,515,641 3,031,823	952,670 455,284 378,368 176,316 1,961,938 <b>3,924,575</b>	1,125,999 538,118 447,208 208,394 2,318,892 <b>4,638,611</b>	1,299,327 620,952 516,048 240,473 2,675,846 <b>5,352,646</b>	1,434,667 685,631 569,800 265,521 2,954,566 <b>5,910,185</b>	1,570,006 750,311 623,552 290,569 3,233,285 6,467,724	1,705,346 814,990 677,304 315,617 3,512,005 <b>7,025,262</b>	1,840,686 879,669 731,057 340,665 3,790,725 <b>7,582,801</b>	1,977,365 944,989 785,341 365,961 4,072,204 <b>8,145,860</b>	2,114,045 1,010,308 839,625 391,257 4,353,683 8,708,918	2,156,326 1,030,514 856,418 399,082 4,440,757 8,883,097	2,199,452 1,051,125 873,546 407,064 4,529,572 <b>9,060,759</b>	2,243,441 1,072,147 891,017 415,205 4,620,163 <b>9,241,974</b>	2,288,310 1,093,590 908,837 423,509 4,712,566 <b>9,426,813</b>	2,334,076 1,115,462 927,014 431,980 4,806,818 <b>9,615,349</b>	2,380,758 1,137,771 945,554 440,619 4,902,954 <b>9,807,656</b>	GROSS 2,428,373 1,100,526 964,466 449,432 5,001,013 10,003,810 GROSS 31,513 10,603 135,123
PARTICIPATION																							
REAL PROPERTY	Taxable Value	-	-	5,240,000	34,890,000	68,400,000	109,845,000	142,190,000	168,060,000	193,930,000	214,130,000	234,330,000	254,530,000	274,730,000	295,130,000	315,530,000	321,840,600	328,277,412	334,842,960	341,539,819	348,370,616	355,338,028	362,444,789
City of Grand Prairie Ellis County Parkland DCCD Midlothian ISD Total	PV 10,192,718 - - - - - 10,192,718	- - - -	- - - -	26,331 - - - - - 26,331	175,322 - - - - - - 175,322	343,709 - - - - - - 343,709	551,969 - - - - - - - - 551,969	714,503 - - - - - - 714,503	844,499 - - - - - 844,499	974,495 - - - - - 974,495	1,076,000 - - - - - - - 1,076,000	1,177,505 - - - - - - - 1,177,505	1,279,009 - - - - - - 1,279,009	1,380,514 - - - - - 1,380,514	1,483,024 - - - - - - - 1,483,024	1,585,534 - - - - - - - - 1,585,534	1,617,244 - - - - - - - 1,617,244	1,649,589 - - - - - - - 1,649,589	1,682,581 - - - - - - 1,682,581	1,716,232 - - - - - - 1,716,232	1,750,557 - - - - - - 1,750,557	1,785,568 - - - - - - - 1,785,568	GROSS  1,821,280  23,635
PERSONAL PROPERTY	Taxable Value	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Grand Prairie Ellis County Parkland DCCD Midlothian ISD Total	PV	- - - -	-	- - - - -	- - - -	- - - - -	- - - -	- - - -	- - - -	- - - - -	-	- - - -	- - - - -	- - - - -	- - - -	-	- - - -	-	-	- - - -	-	- - - -	GROSS
SALES TAX	Taxable Value	-	-	979,397	6,521,211	12,784,490	20,530,881	26,576,412	31,411,715	36,247,019	40,022,555	43,798,091	47,573,628	51,349,164	55,162,082	58,975,000	60,154,500	61,357,590	62,584,742	63,836,437	65,113,165	66,415,429	67,743,737
Total	PV -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
SUMMARY	PV																						GROSS
City of Grand Prairie Ellis County Parkland DCCD Midlothian ISD Total	13,590,291 - - - - - 13,590,291	- - - - -	- - - - -	35,108 - - - - - 35,108	233,762 - - - - - 233,762	458,279 - - - - - - - 458,279	735,959 - - - - - - 735,959	952,670 - - - - - 952,670	1,125,999 - - - - - - 1,125,999	1,299,327 - - - - - - 1,299,327	1,434,667 - - - - - 1,434,667	1,570,006 - - - - - 1,570,006	1,705,346 - - - - - 1,705,346	1,840,686 - - - - - 1,840,686	1,977,365 - - - - - 1,977,365	2,114,045 - - - - - 2,114,045	2,156,326 - - - - - - 2,156,326	2,199,452 - - - - - 2,199,452	2,243,441 - - - - - 2,243,441	2,288,310 - - - - - 2,288,310	2,334,076 - - - - - 2,334,076	2,380,758 - - - - - 2,380,758	2,428,373 31,513 
TOTAL TAX REVENUE -	PARTICIPATION	N = NET BEN	NEFI1																				
SUMMARY  City of Grand Prairie Ellis County Parkland DCCD Midlothian ISD Total	7,313,079 5,466,559 2,515,225 29,817,592	- - - -	- - - -	18,892 14,122 6,498 77,028	125,790 94,029 43,264 512,883	246,605 184,338 84,816 1,005,480	396,027 296,032 136,208 1,614,722 2,442,989	512,642 383,202 176,316 2,090,193 3 162 353	605,912 452,922 208,394 2,470,482	699,182 522,641 240,473 2,850,771	772,009 577,080 265,521 3,147,711	844,837 631,519 290,569 3,444,651	917,665 685,958 315,617 3,741,591	990,492 740,397 340,665 4,038,531 6,110,086	1,064,041 795,375 365,961 4,338,411 6 563 789	1,137,590 850,353 391,257 4,638,291	1,160,342 867,360 399,082 4,731,057	1,183,548 884,708 407,064 4,825,678 7,300,998	1,207,219 902,402 415,205 4,922,192 7,447,018	1,231,364 920,450 423,509 5,020,635 <b>7,595,958</b>	1,255,991 938,859 431,980 5,121,048	1,281,111 957,636 440,619 5,223,469 7,902,835	1,306,733



							НОТ	Generate	d					
Revenue Year		1 2020	2 2021	3 2022	4 2023	5 2024	6 2025	7 2026	8 2027	9 2028	10 2029	11 2030	12 2031	13 2032
Hotel Rooms			0	110	110	110	110	110	110	110	110	110	110	110
Occupancy		0%	0%	50%	65%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax														
# of Available Rooms		-	_	40,150	40,150	40,150	40,150	40,150	40,150	40,150	40,150	40,150	40,150	40,150
# of Occupied Rooms		0	0	20,075	26,098	28,105	28,105	28,105	28,105	28,105	28,105	28,105	28,105	28,105
Average Daily Rate		\$ - \$	- \$	120.00 \$	122.40 \$	124.85 \$	127.34 \$	129.89 \$	132.49 \$	135.14 \$	137.84 \$	140.60 \$	143.41 \$	146.28
Annual Taxable Revenue		\$ - \$	- \$	2,409,000 \$	3,194,334 \$	3,508,853 \$	3,579,030 \$	3,650,611 \$	3,723,623 \$	3,798,095 \$	3,874,057 \$	3,951,538 \$	4,030,569 \$	4,111,181
City Tax Rate	7%	\$ - \$	- \$	168,630 \$	223,603 \$	245,620 \$	250,532 \$	255,543 \$	260,654 \$	265,867 \$	271,184 \$	276,608 \$	282,140 \$	287,783
State Tax Rate	6%	\$ - \$	- \$	144,540 \$	191,660 \$	210,531 \$	214,742 \$	219,037 \$	223,417 \$	227,886 \$	232,443 \$	237,092 \$	241,834 \$	246,671
		\$ - \$	- \$	313,170 \$	415,263 \$	456,151 \$	465,274 \$	474,579 \$	484,071 \$	493,752 \$	503,627 \$	513,700 \$	523,974 \$	534,453

		HOT Generated  14 15 16 17 18 19 20 21																
Revenue Year					15 2034		16 2035		17 2036		18 2037		19 2038		20 2039		21 2040	
Hotel Rooms Occupancy			110 70%		110 70%		110 70%		110 70%		110 70%		110 70%		110 70%		110 70%	
Hotel Occupancy Tax # of Available Rooms # of Occupied Rooms Average Daily Rate Annual Taxable Revenue		\$	40,150 28,105 149.20 4,193,404	\$	40,150 28,105 152.19 4,277,272		40,150 28,105 155.23 4,362,818		40,150 28,105 158.34 4,450,074	\$	40,150 28,105 161.50 4,539,076		40,150 28,105 164.73 4,629,857	\$	40,150 28,105 168.03 4,722,454	\$	40,150 28,105 171.39 4,816,903	
City Tax Rate State Tax Rate	7% 6%		293,538 251,604 545,143	\$	299,409 256,636 556,045		305,397 261,769 567,166	\$	311,505 267,004 578,510	\$	317,735 272,345 590,080	\$	324,090 277,791 601,881		330,572 283,347 613,919	\$	337,183 289,014 626,197	\$5,307,59 \$4,549,36 \$9,856,95



### ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH DISCOUNT RATE					ES	TIMATE	OF GEN	ERAL IMI	PACT OF	PROPO	SED ZON	IE PROP	ERTY VA	LUES AN	ID TAX F	REVENUE	S							
City of Grand Prairie  Dallas County Tarrant County Ellis County Parkland DCCD Cedar Hill SD Grand Prairie ISD Midlothian ISD	REAL 0.6699980 0.2397400 0.2340000 0.3201940 0.2661000 0.1240000 1.2833000 1.5097000 1.3798000	75% 0% 0% 0% 0% 0% 0% 0% 0%	X 0.5024985 0.0000000 0.0000000 0.0000000 0.0000000 0.0000000 0.0000000 0.0000000		of Grand Prairie Dallas County Tarrant County Ellis County Parkland DCCD Cedar Hill ISD orand Prairie ISD Midlothian ISD	0.669980 0.2397400 0.2340000 0.3201940 0.2661000 0.1240000 1.2833000 1.5097000 1.3798000	ONAL PROPER  0%  0%  0%  0%  0%  0%  0%  0%  0%  0	RTY TAX  0.0000000 0.0000000 0.0000000 0.000000	E	0.0200000	SALES TAX 0.00%	0.000000	[	HOT City Tax Rate State Tax Rate	0% 0%									
TAX YEAR	BASE YEAR 2019	1 2020	2 2021	3 <b>2022</b>	4 2023	5 <b>2024</b>	6 <b>2025</b>	7 <b>2026</b>	8 2027	9 <b>2028</b>	10 <b>2029</b>	11 <b>2030</b>	12 <b>2031</b>	13 <b>2032</b>	14 2033	15 <b>2034</b>	16 <b>2035</b>	17 <b>2036</b>	18 <b>2037</b>	19 <b>2038</b>	20 <b>2039</b>	21 <b>2040</b>	TOTALS	
1999 BASE YEAR (ORIGINAL BOUNDARY) City of Grand Prainie Dallas County Parkland DCCD Cedar Hill ISD	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463		
TAXABLE VALUE City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD	87,530,908 87,530,908 87,530,908 87,530,908 87,530,908	89,281,526 89,281,526 89,281,526 89,281,526 89,281,526	91,067,157 91,067,157 91,067,157 91,067,157 91,067,157	92,888,500 92,888,500 92,888,500 92,888,500 92,888,500	94,746,270 94,746,270 94,746,270 94,746,270 94,746,270	96,641,195 96,641,195 96,641,195 96,641,195 96,641,195	98,574,019 98,574,019 98,574,019 98,574,019 98,574,019	100,545,499 100,545,499 100,545,499 100,545,499 100,545,499	102,556,409 102,556,409 102,556,409 102,556,409 102,556,409	104,607,538 104,607,538 104,607,538 104,607,538 104,607,538	106,699,688 106,699,688 106,699,688 106,699,688 106,699,688	108,833,682 108,833,682 108,833,682 108,833,682 108,833,682	111,010,356 111,010,356 111,010,356 111,010,356 111,010,356	113,230,563 113,230,563 113,230,563 113,230,563 113,230,563	115,495,174 115,495,174 115,495,174 115,495,174 115,495,174	117,805,078 117,805,078 117,805,078 117,805,078 117,805,078	120,161,179 120,161,179 120,161,179 120,161,179 120,161,179	122,564,403 122,564,403 122,564,403 122,564,403 122,564,403	125,015,691 125,015,691 125,015,691 125,015,691 125,015,691	127,516,005 127,516,005 127,516,005 127,516,005 127,516,005	130,066,325 130,066,325 130,066,325 130,066,325 130,066,325	132,667,651 132,667,651 132,667,651 132,667,651 132,667,651		
TAXABLE VALUE INCREMENT  City of Grand Prairie  Dalias County  Parkland  DCCD  Cedar Hill ISD		89,007,063 89,007,063 89,007,063 89,007,063	90,792,694 90,792,694 90,792,694 90,792,694 90,792,694	92,614,037 92,614,037 92,614,037 92,614,037 92,614,037	94,471,807 94,471,807 94,471,807 94,471,807 94,471,807	96,366,732 96,366,732 96,366,732 96,366,732 96,366,732	98,299,556 98,299,556 98,299,556 98,299,556 98,299,556	100,271,036 100,271,036 100,271,036 100,271,036 100,271,036	102,281,946 102,281,946 102,281,946 102,281,946 102,281,946	104,333,075 104,333,075 104,333,075 104,333,075 104,333,075	106,425,225 106,425,225 106,425,225 106,425,225 106,425,225	108,559,219 108,559,219 108,559,219 108,559,219 108,559,219	110,735,893 110,735,893 110,735,893 110,735,893 110,735,893	112,956,100 112,956,100 112,956,100 112,956,100 112,956,100	115,220,711 115,220,711 115,220,711 115,220,711 115,220,711	117,530,615 117,530,615 117,530,615 117,530,615 117,530,615	119,886,716 119,886,716 119,886,716 119,886,716 119,886,716	122,289,940 122,289,940 122,289,940 122,289,940 122,289,940	124,741,228 124,741,228 124,741,228 124,741,228 124,741,228	127,241,542 127,241,542 127,241,542 127,241,542 127,241,542	129,791,862 129,791,862 129,791,862 129,791,862 129,791,862	132,393,188 132,393,188 132,393,188 132,393,188 132,393,188		
REVENUE A (ORIGINAL BOUNDARY)  TAXABLE VALUE GROWTH  City of Grand Prairie Daltas County Parkland DCCD Cedar Hill ISD	npv @ 6% 7.276.768	447,259 0 0 0 1,142,228	456,232 0 0 0 0	465,384 0 0 0 0	474,719 0 0 0 0	484,241 0 0 0 0	493,954 0 0 0 0	503,860 0 0 0 0	513,965 0 0 0 0	524,272 0 0 0 0 0	534,785 0 0 0 0	545,508 0 0 0 0	556,446 0 0 0 0	567,603 0 0 0 0	578,982 0 0 0 0	590,590 0 0 0 0	602,429 0 0 0 0	614,505 0 0 0 0	626,823 0 0 0 0	639,387 0 0 0 0	652,202 0 0 0 0	665,274 0 0 0 0	11,538,422 0 0 0 1,142,228	City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD
2019 BASE YEAR (EXPANDED BOUNDARY) City of Grand Prairie Daltas County Tarrant County Ellis County Parkland DCCD Grand Prairie ISD	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251		
TAXABLE VALUE  City of Grand Prairie  Daltas County  Tarrant County  Ellis County  Parkand  DCCD  Grand Prairie ISD		234,163,696 34,774,972 194,435,665 4,953,059 234,163,696 234,163,696 234,163,696	238,846,970 35,470,472 198,324,378 5,052,120 238,846,970 238,846,970 238,846,970	243,623,909 36,179,881 202,290,866 5,153,162 243,623,909 243,623,909 243,623,909	36,903,479 206,336,683 5,256,226 248,496,388 248,496,388	253,466,315 37,641,548 210,463,417 5,361,350 253,466,315 253,466,315 253,466,315	258,535,642 38,394,379 214,672,685 5,468,577 258,535,642 258,535,642 258,535,642	263,706,354 39,162,267 218,966,139 5,577,949 263,706,354 263,706,354 263,706,354	268,980,482 39,945,512 223,345,462 5,689,508 268,980,482 268,980,482 268,980,482	274,360,091 40,744,422 227,812,371 5,803,298 274,360,091 274,360,091	279,847,293 41,559,311 232,368,618 5,919,364 279,847,293 279,847,293 279,847,293	285,444,239 42,390,497 237,015,991 6,037,751 285,444,239 285,444,239	291,153,124 43,238,307 241,756,311 6,158,506 291,153,124 291,153,124 291,153,124	296,976,186 44,103,073 246,591,437 6,281,676 296,976,186 296,976,186 296,976,186	302,915,710 44,985,135 251,523,265 6,407,310 302,915,710 302,915,710 302,915,710	308,974,024 45,884,837 256,553,731 6,535,456 308,974,024 308,974,024 308,974,024	315,153,504 46,802,534 261,684,805 6,666,165 315,153,504 315,153,504 315,153,504	321,456,575 47,738,585 266,918,501 6,799,488 321,456,575 321,456,575 321,456,575	327,885,706 48,693,356 272,256,872 6,935,478 327,885,706 327,885,706 327,885,706	334,443,420 49,667,224 277,702,009 7,074,188 334,443,420 334,443,420 334,443,420	341,132,289 50,660,568 283,256,049 7,215,671 341,132,289 341,132,289 341,132,289	347,954,934 51,673,779 288,921,170 7,359,985 347,954,934 347,954,934 347,954,934		
TAXABLE VALUE INCREMENT  City of Grand Prairie  Dalias County  Tarrant County  Ellis County  Parkland  DCCD  Grand Prairie ISD		4,591,445 681,862 3,812,464 97,119 4,591,445 4,591,445 4,591,445	9,274,719 1,377,362 7,701,177 196,180 9,274,719 9,274,719 9,274,719	14,051,658 2,086,771 11,667,665 297,222 14,051,658 14,051,658	18,924,137 2,810,369 15,713,482 400,286 18,924,137 18,924,137	23,894,064 3,548,438 19,840,216 505,410 23,894,064 23,894,064 23,894,064	28,963,391 4,301,269 24,049,484 612,637 28,963,391 28,963,391	34,134,103 5,069,157 28,342,938 722,009 34,134,103 34,134,103 34,134,103	39,408,231 5,852,402 32,722,261 833,568 39,408,231 39,408,231 39,408,231	44,787,840 6,651,312 37,189,170 947,358 44,787,840 44,787,840	50,275,042 7,466,201 41,745,417 1,063,424 50,275,042 50,275,042 50,275,042	55,871,988 8,297,387 46,392,790 1,181,811 55,871,988 55,871,988 55,871,988	61,580,873 9,145,197 51,133,110 1,302,566 61,580,873 61,580,873 61,580,873	67,403,935 10,009,963 55,968,236 1,425,736 67,403,935 67,403,935 67,403,935	73,343,459 10,892,025 60,900,064 1,551,370 73,343,459 73,343,459 73,343,459	79,401,773 11,791,727 65,930,530 1,679,516 79,401,773 79,401,773 79,401,773	85,581,253 12,709,424 71,061,604 1,810,225 85,581,253 85,581,253 85,581,253	91,884,324 13,645,475 76,295,300 1,943,548 91,884,324 91,884,324 91,884,324	98,313,455 14,600,246 81,633,671 2,079,538 98,313,455 98,313,455 98,313,455	104,871,169 15,574,114 87,078,808 2,218,248 104,871,169 104,871,169	111,560,038 16,567,458 92,632,848 2,359,731 111,560,038 111,560,038	118,382,683 17,580,669 98,297,969 2,504,045 118,382,683 118,382,683 118,382,683		
REVENUE B (EXPANDED BOUNDARY) TAXABLE VALUE GROWTH  City of Grand Prairie Dallas County Tarrant County Ellis County Parkland DCCD Grand Prairie ISD	npv @ 6% 2,730.526	23,072 0 0 0 0 0 0	46,605 0 0 0 0 0 0	70,609 0 0 0 0 0 0	95,094 0 0 0 0 0 0	120,067 0 0 0 0 0 0	145,541 0 0 0 0 0 0 0	171,523 0 0 0 0 0 0	198,026 0 0 0 0 0 0	225,058 0 0 0 0 0 0	252,631 0 0 0 0 0 0	280,756 0 0 0 0 0 0	309,443 0 0 0 0 0 0	338,704 0 0 0 0 0 0	368,550 0 0 0 0 0 0	398,993 0 0 0 0 0 0	430,045 0 0 0 0 0 0	461,717 0 0 0 0 0 0	494,024 0 0 0 0 0 0	526,976 0 0 0 0 0 0	560,588 0 0 0 0 0	594,871 0 0 0 0 0 0	0 0 0 0	City of Grand Prairie Dallas County Tarrant County Ellis County Parkland DCCD Grand Prairie ISD
AREA DEVELOPMENT ZONE #1  REAL PROPERTY TAX	2,700,020	26,840,000	53,680,000	54,753,600	55,848,672	56,965,645	58,104,958	59,267,058	60,452,399	61,661,447	62,894,676	64,152,569	65,435,620	66,744,333	68,079,220	69,440,804	70,829,620	72,246,212	73,691,137	75,164,959	76,668,259	78,201,624	0,112,002	
BUSINESS PERSONAL PROPERTY  City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD	npv @ 6% 3,866,405	134,871 0 0 344,438	269,741 0 0 0 0 269,741	275,136 0 0 275,136 0 0 0 0 275,136	280,639 0 0 0 0 0 280,639	286,252 0 0 0 0 0 286,252	291,977 0 0 0 291,977	297,816 0 0 0 0 0 297,816	303,772 0 0 0 0 0 0 303,772	309,848 0 0 0 0 0 0 309,848	316,045 0 316,045	322,366 0 0 0 0 0 322,366	328,813 0 0 0 328,813	335,389 0 0 0 0 0 335,389	342,097 0 342,097	348,939 0 0 348,939 0 0 0 0 348,939	355,918 0 0 0 0 0 0 355,918	363,036 0 0 0 0 0 0 0	370,297 0 0 0 0 0 370,297	377,703 0 0 0 0 0 0 0 377,703	76,668,259 0 385,257 0 0 0 0 0	392,962 0 0 0 0 0 0 392,962	6,688,872 0 0 0 344,438	City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD
AREA DEVELOMENT ZONE #2 REAL PROPERTY TAX		0	0	0	0	6,750,000	13,500,000	18,000,000	22,500,000	27,000,000	31,500,000	32,130,000	32,772,600	33,428,052	34,096,613	34,778,545	35,474,116	36,183,599	36,907,271	37,645,416	38,398,324	39,166,291		
BUSINESS PERSONAL PROPERTY  City of Grand Prairie  Tarrant County  Parliand  DCCD  Grand Prairie ISD	npv @ 6% 1,150,547	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	33,919 0 0 0 0 33,919	67,837 0 0 0 0 0	90,450 0 0 0 0 90,450	113,062 0 0 0 0 113,062	135,675 0 0 0 0 135,675	158,287 0 0 0 0 158,287	161,453 0 0 0 0 161,453	164,682 0 0 0 0	167,975 0 0 0 0	171,335 0 0 0 0 171,335	174,762 0 0 0 0 0	178,257 0 0 0 0 178,257	181,822 0 0 0 0	185,458 0 0 0 0 185,458	189,168 0 0 0 0	192,951 0 0 0 0	196,810 0 0 0 0	2,563,902 0 0 0 0 2,563,902	City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD



TAXABLE BASE YEAR GROWTH DISCOUNT RATE					ES	TIMATE	OF GENE	ERAL IMP	PACT OF	PROPO	SED ZON	E PROPI	ERTY VA	LUES AN	ID TAX R	EVENUE	S							
City of Grand Prairis Dalas Count Tarrant Count Els Count Partana DCCC Ceder Hill SC Grand Parair is C	REAL 0.6699980 0.2397400 0.2340000 0.3201940 0.2661000 0.1240000 1.2833000 1.5097000	75% 0% 0% 0% 0% 0% 0% 0% 0%	0.5024985 0.0000000 0.0000000 0.0000000 0.0000000		of Grand Prairie Dallas County Tarrant County Ellis County Parkland DCCD Cedar Hill ISD rand Prairie ISD	0.6699980 0.2397400 0.2340000 0.3201940 0.2661000 0.1240000 1.2833000 1.5097000 1.3798000	0% 0% 0% 0% 0% 0% 0% 0%	0.000000 0.000000 0.000000 0.000000 0.000000		0.0200000	0.00%	0.000000		HOT City Tax Rate State Tax Rate	0% 0%									
Midlothian ISE	1.3798000 BASE YEAR 2019	1 2020	2 2021	3 <b>2022</b>	Midlothian ISD 4 2023	5 2024	0% 6 2025	7 2026	8 <b>2027</b>	9 <b>2028</b>	10 <b>2029</b>	11 2030	12 <b>2031</b>	13 2032	14 2033	15 <b>2034</b>	16 <b>2035</b>	17 2036	18 <b>2037</b>	19 <b>2038</b>	20 <b>2039</b>	21 <b>2040</b>	TOTALS	
AREA DEVELOPMENT ZONE #3  REAL PROPERTY TA)  BUSINESS PERSONAL PROPERTY		0	1,659,400	5,738,800	38,483,800	94,873,800	120,938,800	123,357,576	125,824,728	128,341,222	130,908,047	133,526,207	136,196,732	138,920,666	141,699,080	144,533,061	147,423,722	150,372,197	153,379,641	156,447,234	159,576,178	162,767,702		
City of Grand Prairie Tarrant County		0	8,338 0	28,837	193,381	476,739 0	607,716	619,870 0	632,267 0	644,913 0	657,811	670,967 0	684,387 0	698,074 0	712,036 0	726,276 0	740,802 0	755,618 0	770,730 0	786,145 0	801,868 0	817,905 0	12,034,681 0	City of Grand Prairie Tarrant County
Parkland DCCE Grand Prairie ISE	npv @ 6%	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	Parkland DCCD Grand Prairie ISD
AREA DEVELOPMENT ZONE #4	5,758,992	0	8,338	28,837	193,381	476,739	607,716	619,870	632,267	644,913	657,811	670,967	684,387	698,074	712,036	726,276	740,802	755,618	770,730	786,145	801,868		12,034,681	
REAL PROPERTY TA) BUSINESS PERSONAL PROPERTY City of Grand Prairie		0	36,920,000 0 185,522	104,304,000 0 524,126	146,316,800 0 735,240	166,145,600 0 834,879	174,425,600 0 876,486	177,914,112 0 894,016	181,472,394 0 911,896	185,101,842 0 930,134	188,803,879 0 948,737	192,579,957 0 967,711	196,431,556 0 987,066	200,360,187 0 1,006,807	204,367,391 0 1,026,943	208,454,738 0 1,047,482	212,623,833 0 1,068,432	1,089,800	221,213,836 0 1,111,596	1,133,828	230,150,875 0 1,156,505	1,179,635	18,616,840	City of Grand Prairie
Tarrant Count Parklant DCCE Grand Prairie ISE	/ 1	0	0 0	0	0 0	0 0	0	0	0 0	0	0	0 0	0	0	0	0 0	0 0	0 0	0	0 0	0 0	0	0 0 0	Tarrant County Parkland DCCD
	npv @ 6% 9,337,067	0	185,522	524,126	735,240	834,879	876,486	894,016	911,896	930,134	948,737	967,711	987,066	1,006,807	1,026,943	1,047,482	1,068,432	1,089,800	1,111,596	1,133,828	1,156,505	1,179,635	18,616,840	Grand Prairie ISD
AREA DEVELOMENT ZONE #5 REAL PROPERTY TA) BUSINESS PERSONAL PROPERTY	(	0	1,728,000 0	11,054,000 0	20,569,000	30,046,000 0	37,606,000 0	38,358,120 0	39,125,282 0	39,907,788 0	40,705,944 0	41,520,063 0	42,350,464 0	43,197,473 0	44,061,423 0	44,942,651 0	45,841,504 0	46,758,334 0	47,693,501 0	48,647,371 0	49,620,318 0	50,612,725 0		
City of Grand Prairie Tarrant Count Parkland	e /	0 0 0	8,683 0 0	55,546 0 0	103,359 0 0	150,981 0 0	188,970 0 0	192,749 0 0	196,604 0 0	200,536 0 0	204,547 0 0	208,638 0 0	212,810 0 0	217,067 0 0	221,408 0 0	225,836 0 0	230,353 0 0	234,960 0 0	239,659 0 0	244,452 0 0	249,341 0 0	254,328 0 0	3,840,827 0 0	City of Grand Prairie Tarrant County Parkland
DCCE Grand Prairie ISE	npv @ 6%	0 0	0 0 8,683	0 0 55.546	0 0 103.359	0 0 150,981	0 0 188,970	0 0 192,749	0 0 196.604	200.536	0 0 204,547	0 0 208,638	0 0 212,810	0 0 217,067	0 0 221,408	0 0 225,836	0 0 230,353	0 0 234.960	0 0 239,659	0 0 244.452	0 0 249.341	0 0 254.328	0 0 3,840,827	DCCD Grand Prairie ISD
AREA DEVELOPMENT ZONE #6  REAL PROPERTY TA)		0	5,240,000	34,890,000	68,400,000	109,845,000			193,930,000	214,130,000								334,842,960		348,370,616	355,338,028		-77-	
BUSINESS PERSONAL PROPERTY  City of Grand Prairie  Ellis Count		0	26,331	175,322	343,709	551,969 0	714,503	844,499 0	974,495 0	1,076,000	1,177,505	1,279,009	1,380,514	1,483,024	1,585,534	1,617,244	1,649,589	1,682,581	1,716,232	1,750,557	1,785,568	1,821,280	23,635,465	City of Grand Prairie Ellis County
Parklant DCCE Midlothian ISE		0 0	0	0	0 0	0 0	0	0	0 0	0 0	0	0	0	0	0	0	0 0	0 0	0	0 0	0 0	0	0 0	Parkland DCCD Midlothian ISD
AREA DEVELOPMENT ZONE #7	npv @ 6% 10,804,281	0	26,331	175,322	343,709	551,969	714,503	844,499	974,495	1,076,000	1,177,505	1,279,009	1,380,514	1,483,024	1,585,534	1,617,244	1,649,589	1,682,581	1,716,232	1,750,557	1,785,568	1,821,280	23,635,465	
REAL PROPERTY TA) BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	O't of Own I Polis
City of Grand Prairie Dallas Count Parklann DCCE	; ( 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0 0	City of Grand Prairie Dallas County Parkland DCCD
Grand Prairie ISE	npv @ 6%	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0 <b>0</b>	0	Grand Prairie ISD
AREA DEVELOPMENT ZONE #8  REAL PROPERTY TAX  BUSINESS PERSONAL PROPERTY	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Grand Prairie Dallas County	(	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Grand Prairie Dallas County
Parklant DCCE Grand Prairie ISE	npv @ 6%	0	0	0 0 0	0	0	0	0	0	0	0	0	0	0	0	0	0 0 0	0	0	0	0	0	0 0 0	Parkland DCCD Grand Prairie ISD
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE #6 - SALES TAX SALES	npv @ 6%	625,000	19,488,510	62,582,721	101,876,338	138,219,967	160,126,702	167,142,766	174,202,446	180,246,845	186,336,623	192,472,685	198,655,957	204,924,766	211,242,693	214,977,302	218,786,603	222,672,090	226,635,286	230,677,747	234,801,057	239,006,833		_
City of Grand Prairie  REVENUE #7 - HOT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Grand Prairie
HO1 City of Grand Prairie	npv @ 6%	0	0	2,409,000	3,194,334	3,508,853	3,579,030	3,000,611	3,723,623	3,788,095	3,874,057		4,030,569	4,111,181	4,193,404	4,211,212	4,362,818	4,450,074	4,539,076	4,029,85/	4,722,454	4,816,903	0	City of Grand Prairie
Annual GROSS REVENUE A, 1, 2, 3, 4, 5, 6, & 7 Running total, GROSS REVENUE		2,091,867 2,091,867	1,001,453 3,093,321	1,594,961 2,596,414	2,226,140 3,821,101	2,939,048 5,165,187	3,386,982 6,326,030	3,614,783 7,001,765	3,844,088 7,458,872	4,046,436 7,890,524	4,250,347 8,296,783	4,436,409 8,686,756	4,624,161 9,060,569	4,814,643 9,438,804	5,006,884 9,821,527	5,130,122 10,137,006	5,255,824 10,385,945	5,384,040 10,639,863	5,514,820 10,898,860	5,648,216 11,163,036	5,784,280 11,432,496	5,923,065	86,518,568	_
Expenditures Rebates		228,446	0	0	0	0,100,101	0,328,030	0	0	0	0	0,000,750	0	0	0	0	0	0	0	0	0	0		
Total Expenditures  Annual Net Revenue		1,863,422					3,386,982	3,614,783			4,250,347								5,514,820		5,784,280	5,923,065	228,446	=
Running Total, Net Revenue  NET PRESENT VALUE @ 6%	*2019 Beginning rev	3,953,936 venue \$2,090,51	4,955,390 (4.53	6,550,350	8,776,490	11,715,538	15,102,520	18,717,303	22,561,391	26,607,827	30,858,174	35,294,583	39,918,744	44,733,387	49,740,271	54,870,393	60,126,216	65,510,256	71,025,076	76,673,292	82,457,572	88,380,637		
GROSS	86,518,568	000-		000-	000-		000-	000-	000-	000-	000-	000-	9996	0005	000-		000-	000-		000-	000-	004-		
City of Grand Prairie Dalias County		2020 605,202 0	1,001,453 0	1,594,961 0	2023 2,226,140 0	2024 2,939,048 0	3,386,982 0	3,614,783 0	3,844,088 0	<b>2028</b> 4,046,436 0	<b>2029</b> 4,250,347 0	<b>2030</b> 4,436,409 0	<b>2031</b> 4,624,161 0	<b>2032</b> 4,814,643 0	2033 5,006,884 0	5,130,122 0	2035 5,255,824 0	<b>2036</b> 5,384,040 0	<b>2037</b> 5,514,820 0	<b>2038</b> 5,648,216 0	2039 5,784,280 0	5,923,065 0	0	City of Grand Prairie Dallas County
Tarrant Count Ellis Count Parklant DCCL	\$0 \$0	0	0	0 0	0 0	0 0	0	0 0	0	0 0	0	0 0	0	0	0	0 0	0 0	0 0 0	0 0	0 0 0	0	0	0	Tarrant County Ellis County Parkland DCCD
Cedar Hill ISE Grand Prairie ISE Midlothian ISE	\$0 \$0	1,486,665 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0	0 0	0 0 0	0 0 0	1,486,665 0	G Cedar Hill ISD Grand Prairie ISD Midlothian ISD
	\$42,796,162	2,091,867	1,001,453	1,594,961	2,226,140	2,939,048	3,386,982	3,614,783	3,844,088	4,046,436	4,250,347	4,436,409	4,624,161	4,814,643	5,006,884	5,130,122	5,255,824	5,384,040	5,514,820	5,648,216	5,784,280	5,923,065	86,518,568	_



### ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

	DISCOUNT RATE	6.00%																							
	City of Grand Prairie Dailas County Tarrant County Ellis County Parkland DCCD Cedar Hill ISD Grand Prairie ISD Midlothian ISD	REAI 0.6699980 0.2397400 0.2340000 0.3201940 0.2661000 0.1240000 1.2833000 1.5097000 1.3798000	75% 100% 100% 100% 100% 100% 100% 100% 10	0.5024985 0.2397400 0.2340000 0.3201940 0.2661000 0.1240000 1.2833000 1.5097000 1.3798000		of Grand Prairie Dallas County Tarrant County Ellis County Parkland DCCD Cedar Hill ISD irand Prairie ISD Midlothian ISD	0.6699980 0.2397400 0.2340000 0.3201940 0.2661000 0.1240000 1.2833000 1.5097000 1.3798000	100% 100% 100% 100% 100% 100% 100% 100%	0.6699980 0.2397400 0.2340000 0.3201940 0.2661000 0.1240000 1.2833000 1.5097000 1.3798000	[	0.0200000	100.00%	0.0200000		HO' City Tax Rate State Tax Rate	7% 6%									
TAX YEAR		BASE YEAR 2019	1 <b>2020</b>	2 <b>2021</b>	3 <b>2022</b>	4 <b>2023</b>	5 <b>2024</b>	6 <b>2025</b>	7 <b>2026</b>	8 <b>2027</b>	9 <b>2028</b>	10 <b>2029</b>	11 <b>2030</b>	12 <b>2031</b>	13 <b>2032</b>	14 <b>2033</b>	15 <b>2034</b>	16 <b>2035</b>	17 <b>2036</b>	18 <b>2037</b>	19 <b>2038</b>	20 <b>2039</b>	21 <b>2040</b>	TOTALS	
1999 BASE YEAR (ORIGINAL BO																									
	City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463	274,463 274,463 274,463 274,463 274,463		
TAXABLE VALUE	City of Grand Prairie  Dallas County,  Parkland  DCCD  Cedar Hill ISD	87,530,908 87,530,908 87,530,908 87,530,908 87,530,908	89,281,526 89,281,526 89,281,526 89,281,526 89,281,526	91,067,157 91,067,157 91,067,157 91,067,157 91,067,157	92,888,500 92,888,500 92,888,500 92,888,500 92,888,500	94,746,270 94,746,270 94,746,270 94,746,270 94,746,270	96,641,195 96,641,195 96,641,195 96,641,195 96,641,195	98,574,019 98,574,019 98,574,019 98,574,019 98,574,019	100,545,499 100,545,499 100,545,499 100,545,499 100,545,499	102,556,409 102,556,409 102,556,409 102,556,409 102,556,409	104,607,538 104,607,538 104,607,538 104,607,538 104,607,538	106,699,688 106,699,688 106,699,688 106,699,688 106,699,688	108,833,682 108,833,682 108,833,682 108,833,682 108,833,682	111,010,356 111,010,356 111,010,356 111,010,356 111,010,356	113,230,563 113,230,563 113,230,563 113,230,563 113,230,563	115,495,174 115,495,174 115,495,174 115,495,174 115,495,174	117,805,078 117,805,078 117,805,078 117,805,078 117,805,078	120,161,179 120,161,179 120,161,179 120,161,179 120,161,179	122,564,403 122,564,403 122,564,403 122,564,403 122,564,403	125,015,691 125,015,691 125,015,691 125,015,691 125,015,691	127,516,005 127,516,005 127,516,005 127,516,005 127,516,005	130,066,325 130,066,325 130,066,325 130,066,325 130,066,325	132,667,651 132,667,651 132,667,651 132,667,651 132,667,651		
TAXABLE VALUE INCREMENT	City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD		89,007,063 89,007,063 89,007,063 89,007,063 89,007,063	90,792,694 90,792,694 90,792,694 90,792,694 90,792,694	92,614,037 92,614,037 92,614,037 92,614,037 92,614,037	94,471,807 94,471,807 94,471,807 94,471,807 94,471,807	96,366,732 96,366,732 96,366,732 96,366,732 96,366,732	98,299,556 98,299,556 98,299,556 98,299,556 98,299,556	100,271,036 100,271,036 100,271,036 100,271,036 100,271,036	102,281,946 102,281,946 102,281,946 102,281,946 102,281,946	104,333,075 104,333,075 104,333,075 104,333,075 104,333,075	106,425,225 106,425,225 106,425,225 106,425,225 106,425,225	108,559,219 108,559,219 108,559,219 108,559,219 108,559,219	110,735,893 110,735,893 110,735,893 110,735,893 110,735,893	112,956,100 112,956,100 112,956,100 112,956,100 112,956,100	115,220,711 115,220,711 115,220,711 115,220,711 115,220,711	117,530,615 117,530,615 117,530,615 117,530,615 117,530,615	119,886,716 119,886,716 119,886,716 119,886,716 119,886,716	122,289,940 122,289,940 122,289,940 122,289,940 122,289,940	124,741,228 124,741,228 124,741,228 124,741,228 124,741,228	127,241,542 127,241,542 127,241,542 127,241,542 127,241,542	129,791,862 129,791,862 129,791,862 129,791,862 129,791,862	132,393,188 132,393,188 132,393,188 132,393,188 132,393,188		
REVENUE A (ORIGINAL BOUND) TAXABLE VALUE GROWTH	ARY)  City of Grand Prairie  Dallas County  Parkland  DCCD  Cedar Hill ISD	npv @ 6% 15,046,942	447,259 213,386 236,848 110,369 1,142,228 <b>2,150,089</b>	456,232 217,666 241,599 112,583 0	465,384 222,033 246,446 114,841 0	474,719 226,487 251,389 117,145 0	484,241 231,030 256,432 119,495 0	493,954 235,663 261,575 121,891 0	503,860 240,390 266,821 124,336 0	513,965 245,211 272,172 126,830 0	524,272 250,128 277,630 129,373 0	534,785 255,144 283,198 131,967 0	545,508 260,260 288,876 134,613 0	556,446 265,478 294,668 137,313 0	567,603 270,801 300,576 140,066 0	578,982 276,230 306,602 142,874 0	590,590 281,768 312,749 145,738 0	602,429 287,416 319,019 148,660 0	614,505 293,178 325,414 151,640 0	626,823 299,055 331,936 154,679 0	639,387 305,049 338,590 157,780 0	652,202 311,163 345,376 160,942 0	317,399 352,298 164,168 0	11,538,422 5,504,934 6,110,215 2,847,301 1,142,228 <b>27,143,100</b>	City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD
2019 BASE YEAR (EXPANDED B	BOUNDARY) City of Grand Prairie Dallas County Tarrant County Ellis County Parkland DCCD Grand Prairie ISD	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251	229,572,251 34,093,110 190,623,201 4,855,940 229,572,251 229,572,251 229,572,251		
TAXABLE VALUE	City of Grand Prairie Dallas County Tarrant County Ellis County Parkland DCCD Grand Prairie ISD		234,163,696 34,774,972 194,435,659 4,953,059 234,163,696 234,163,696 234,163,696	238,846,970 35,470,472 198,324,378 5,052,120 238,846,970 238,846,970 238,846,970	243,623,909 36,179,881 202,290,866 5,153,162 243,623,909 243,623,909 243,623,909	248,496,388 36,903,479 206,336,683 5,256,226 248,496,388 248,496,388 248,496,388	253,466,315 37,641,548 210,463,417 5,361,350 253,466,315 253,466,315 253,466,315	258,535,642 38,394,379 214,672,685 5,468,577 258,535,642 258,535,642 258,535,642	263,706,354 39,162,267 218,966,139 5,577,949 263,706,354 263,706,354 263,706,354	268,980,482 39,945,512 223,345,462 5,689,508 268,980,482 268,980,482 268,980,482	274,360,091 40,744,422 227,812,371 5,803,298 274,360,091 274,360,091 274,360,091	279,847,293 41,559,311 232,368,618 5,919,364 279,847,293 279,847,293 279,847,293	285,444,239 42,390,497 237,015,991 6,037,751 285,444,239 285,444,239 285,444,239	291,153,124 43,238,307 241,756,311 6,158,506 291,153,124 291,153,124 291,153,124	296,976,186 44,103,073 246,591,437 6,281,676 296,976,186 296,976,186 296,976,186	302,915,710 44,985,135 251,523,265 6,407,310 302,915,710 302,915,710 302,915,710	45,884,837 256,553,731 6,535,456 308,974,024	315,153,504 46,802,534 261,684,805 6,666,165 315,153,504 315,153,504 315,153,504	321,456,575 47,738,585 266,918,501 6,799,488 321,456,575 321,456,575 321,456,575	327,885,706 48,693,356 272,256,872 6,935,478 327,885,706 327,885,706 327,885,706	334,443,420 49,667,224 277,702,009 7,074,188 334,443,420 334,443,420 334,443,420	50,660,568 283,256,049 7,215,671 341,132,289 341,132,289	347,954,934 51,673,779 288,921,170 7,359,985 347,954,934 347,954,934		
TAXABLE VALUE INCREMENT	City of Grand Prairie Dallas County Tarrant County Ellis County Parkland DCCD Grand Prairie ISD		4,591,445 681,862 3,812,464 97,119 4,591,445 4,591,445 4,591,445	9,274,719 1,377,362 7,701,177 196,180 9,274,719 9,274,719 9,274,719	14,051,658 2,086,771 11,667,665 297,222 14,051,658 14,051,658 14,051,658	18,924,137 2,810,369 15,713,482 400,286 18,924,137 18,924,137	23,894,064 3,548,438 19,840,216 505,410 23,894,064 23,894,064 23,894,064	28,963,391 4,301,269 24,049,484 612,637 28,963,391 28,963,391 28,963,391	34,134,103 5,069,157 28,342,938 722,009 34,134,103 34,134,103 34,134,103	39,408,231 5,852,402 32,722,261 833,568 39,408,231 39,408,231 39,408,231	44,787,840 6,651,312 37,189,170 947,358 44,787,840 44,787,840	50,275,042 7,466,201 41,745,417 1,063,424 50,275,042 50,275,042 50,275,042	55,871,988 8,297,387 46,392,790 1,181,811 55,871,988 55,871,988 55,871,988	61,580,873 9,145,197 51,133,110 1,302,566 61,580,873 61,580,873 61,580,873	67,403,935 10,009,963 55,968,236 1,425,736 67,403,935 67,403,935 67,403,935	73,343,459 10,892,025 60,900,064 1,551,370 73,343,459 73,343,459 73,343,459	79,401,773 11,791,727 65,930,530 1,679,516 79,401,773 79,401,773 79,401,773	85,581,253 12,709,424 71,061,604 1,810,225 85,581,253 85,581,253 85,581,253	91,884,324 13,645,475 76,295,300 1,943,548 91,884,324 91,884,324 91,884,324	98,313,455 14,600,246 81,633,671 2,079,538 98,313,455 98,313,455 98,313,455	104,871,169 15,574,114 87,078,808 2,218,248 104,871,169 104,871,169	111,560,038 16,567,458 92,632,848 2,359,731 111,560,038 111,560,038	118,382,683 17,580,669 98,297,969 2,504,045 118,382,683 118,382,683 118,382,683		
REVENUE B (EXPANDED BOUN TAXABLE VALUE GROWTH	DARY)  City of Grand Prairie Dallas County Tarrant County Ellis County Parkland DCCD Grand Prairie ISD	npv @ 6%	23,072 1,635 8,921 311 12,218 5,693 69,317	46,605 3,302 18,021 628 24,680 11,501 140,020	70,609 5,003 27,302 952 37,391 17,424 212,138	95,094 6,738 36,770 1,282 50,357 23,466 285,698	120,067 8,507 46,426 1,618 63,582 29,629 360,729	145,541 10,312 56,276 1,962 77,072 35,915 437,260	171,523 12,153 66,322 2,312 90,831 42,326 515,323	198,026 14,031 76,570 2,669 104,865 48,866 594,946	225,058 15,946 87,023 3,033 119,180 55,537 676,162	252,631 17,899 97,684 3,405 133,782 62,341 759,002	280,756 19,892 108,559 3,784 148,675 69,281 843,499	309,443 21,925 119,651 4,171 163,867 76,360 929,686	338,704 23,998 130,966 4,565 179,362 83,581 1,017,597	368,550 26,113 142,506 4,967 195,167 90,946 1,107,266	398,993 28,269 154,277 5,378 211,288 98,458 1,198,729	430,045 30,470 166,284 5,796 227,732 106,121 1,292,020	461,717 32,714 178,531 6,223 244,504 113,937 1,387,178	494,024 35,003 191,023 6,659 261,612 121,909 1,484,238	526,976 37,337 203,764 7,103 279,062 130,040 1,583,240	560,588 39,719 216,761 7,556 296,861 138,334 1,684,222	594,871 42,148 230,017 8,018 315,016 146,795 1,787,223	0 0 0 0 0	City of Grand Prairie Dalias County Tarrant County Ellis County Parkland DCCD Grand Prairie ISD
AREA DEVELOPMENT ZONE #1		14,339,917	121,167	244,757	370,820	499,403	630,558	764,336	900,790	1,039,973	1,181,940	1,326,745	1,474,447	1,625,103	1,778,772	1,935,515	2,095,392	2,258,467	2,424,804	2,594,467	2,767,523	2,944,041	3,124,088	32,103,109	
l l	REAL PROPERTY TAX ERSONAL PROPERTY		26,840,000 0	53,680,000 0	54,753,600 0	55,848,672 0	56,965,645 0	58,104,958 0	59,267,058 0	60,452,399 0	61,661,447 0	62,894,676 0	64,152,569 0	65,435,620 0	66,744,333 0	68,079,220 0	69,440,804 0	70,829,620 0	72,246,212 0	73,691,137 0	75,164,959 0	76,668,259 0	78,201,624 0		
	City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD	npv @ 6% 17,024,720	134,871 64,346 71,421 33,282 344,438 648,357	269,741 128,692 142,842 66,563 688,875 1,296,715	275,136 131,266 145,699 67,894 702,653 <b>1,322,649</b>	280,639 133,892 148,613 69,252 716,706	286,252 136,569 151,586 70,637 731,040 <b>1,376,084</b>	291,977 139,301 154,617 72,050 745,661 <b>1,403,606</b>	297,816 142,087 157,710 73,491 760,574 1,431,678	303,772 144,929 160,864 74,961 775,786	309,848 147,827 164,081 76,460 791,301 1,489,518	316,045 150,784 167,363 77,989 807,127 <b>1,519,308</b>	322,366 153,799 170,710 79,549 823,270 <b>1,549,694</b>	328,813 156,875 174,124 81,140 839,735 <b>1,580,688</b>	335,389 160,013 177,607 82,763 856,530 <b>1,612,302</b>	342,097 163,213 181,159 84,418 873,661 <b>1,644,548</b>	348,939 166,477 184,782 86,107 891,134 <b>1,677,439</b>	355,918 169,807 188,478 87,829 908,957 <b>1,710,988</b>	363,036 173,203 192,247 89,585 927,136 1,745,207	370,297 176,667 196,092 91,377 945,678	377,703 180,200 200,014 93,205 964,592 <b>1,815,714</b>	385,257 183,804 204,014 95,069 983,884 <b>1,852,028</b>	392,962 187,481 208,095 96,970 1,003,561 1,889,069	3,191,234 3,542,118 1,650,592	City of Grand Prairie Dallas County Parkland DCCD Cedar Hill ISD
	REAL PROPERTY TAX		0	0	0	0	6,750,000	13,500,000	18,000,000	22,500,000	27,000,000	31,500,000	32,130,000	32,772,600	33,428,052	34,096,613	34,778,545	35,474,116	36,183,599	36,907,271	37,645,416	38,398,324	39,166,291		
BUSINESS PI	ERSONAL PROPERTY  City of Grand Prairie  Tarrant County  Parkland  DCCD  Grand Prairie ISD	npv @ 6% 6,036,206	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	33,919 15,795 17,962 8,370 101,905	67,837 31,590 35,924 16,740 203,810	90,450 42,120 47,898 22,320 271,746 474,534	113,062 52,650 59,873 27,900 339,683 <b>593,167</b>	135,675 63,180 71,847 33,480 407,619 <b>711,801</b>	158,287 73,710 83,822 39,060 475,556 830,434	0 161,453 75,184 85,498 39,841 485,067 <b>847,043</b>	164,682 76,688 87,208 40,638 494,768 863,984	167,975 78,222 88,952 41,451 504,663 881,263	171,335 79,786 90,731 42,280 514,757	0 174,762 81,382 92,546 43,125 525,052 916,866	178,257 83,009 94,397 43,988 535,553 935,204	181,822 84,670 96,285 44,868 546,264 953,908	185,458 86,363 98,210 45,765 557,189 972,986	189,168 88,090 100,174 46,680 568,333 992,446	192,951 89,852 102,178 47,614 579,700 1,012,294	196,810 91,649 104,221 48,566 591,293 1,032,540	1,193,940 1,357,724 632,686	City of Grand Prairie Tarrant County Parkland DCCD Grand Prairie ISD



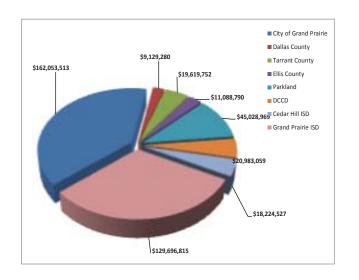
# ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES TAXABLE BASE YEAR GROWTH 2.00% DISCOUNT RATE 6.00% 0.6699980 0.2397400 0.2340000 0.3201940 0.2661000 0.1240000 1.2833000 1.5097000 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 0.2397400 0.2340000 0.3201940 0.2661000 0.1240000 1.2833000 0.2397400 0.2340000 0.3201940 0.2661000 0.1240000 1.2833000 1.5097000 BASE YEAR 2019 TAX YEAR AREA DEVELOPMENT ZONE #3 REAL PROPERTY BUSINESS PERSONAL PROPI 670,967 312,451 355,313 165,572 2,015,845 698,074 325,074 369,668 172,262 2,097,285 712,036 331,576 377,061 175,707 2,139,231 786,145 366,087 416,306 193,995 2,361,884 12,034,681 5,604,227 6,373,011 2,969,761 36,156,841 AREA DEVELOPMENT ZONE #4 1,068,432 497,540 565,792 263,654 3,209,982 200,536 93,384 106,195 49,486 602,488 221,408 103,104 117,247 54,636 665,195 3,840,827 1,788,570 2,033,925 947,789 11,539,331 217,067 101,082 114,948 53,565 652,152 225,836 105,166 119,592 55,729 678,499 230,353 107,269 121,984 56,843 692,069 254,328 118,434 134,680 62,760 764,100 204,547 95,252 108,319 50,475 614,538 244,452 113,835 129,451 60,323 734,429 150,981 70,308 79,952 37,257 453,604 AREA DEVELOPMENT ZONE #6 1,279,009 595,600 677,304 315,617 3,842,639 1,750,557 815,187 927,014 431,980 5,259,351 1,785,568 831,491 945,554 440,619 5,364,538 1,617,244 753,107 856,418 399,082 4,858,828 23,635,465 11,006,399 12,516,251 5,832,451 71,010,087 REVENUE #6 - SALES TAX REVENUE #7 - HOT 235,720,081 486,834,791 8,562,470 433,951 1,043,989 599,384 2,349,317 1,094,759 823,270 6,878,619 3,842,639 25,628,399 9,525,277 465,556 1,135,191 743,308 2,651,415 1,235,533 873,661 7,511,784 4,763,556 28,905,280 7,213,181 394,629 903,176 395,572 1,914,222 892,009 760,574 5,914,460 2,537,202 7,588,791 404,170 939,849 456,465 2,035,652 948,594 775,786 6,164,568 2,927,761 22,241,634 7,917,239 413,901 977,044 504,098 2,142,805 998,526 791,301 6,418,319 3,232,721 8,248,264 423,827 1,014,772 551,737 2,250,788 1,048,845 807,127 6,675,786 3,537,680 24,558,827 8,879,420 444,278 1,073,790 647,039 2,448,742 1,141,090 839,735 7,085,509 4,147,599 **26,707,201** 9,200,921 454,812 1,104,187 695,169 2,549,613 1,188,095 856,530 7,296,536 4,455,578 27,801,439 9,729,077 476,515 1,166,816 758,485 2,716,676 1,265,944 891,134 7,731,336 4,858,828 9,936,953 487,693 1,199,074 773,965 2,783,241 1,296,963 908,957 7,955,280 4,956,004 10,148,987 499,095 1,231,977 789,756 2,851,139 1,328,603 927,136 8,183,703 5,055,124 10,365,261 510,724 1,265,537 805,862 2,920,394 1,360,875 945,678 8,416,694 5,156,227 6,840,048 385,276 867,017 334,686 1,793,589 835,795 745,661 5,667,924 2,146,642

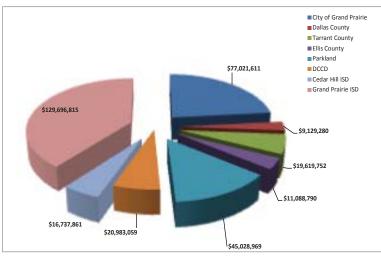


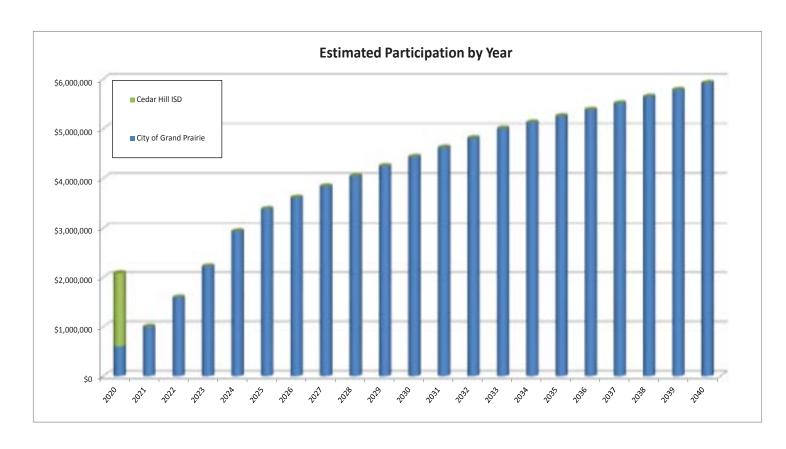
# Financial Feasibility Analysis - Summary

#### Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIF	Net Benefit
City of Grand Prairie	\$162,053,513	\$85,031,902	\$77,021,611
Dallas County	\$9,129,280	\$0	\$9,129,280
Tarrant County	\$19,619,752	\$0	\$19,619,752
Ellis County	\$11,088,790	\$0	\$11,088,790
Parkland	\$45,028,969	\$0	\$45,028,969
DCCD	\$20,983,059	\$0	\$20,983,059
Cedar Hill ISD	\$18,224,527	\$1,486,665	\$16,737,861
Grand Prairie ISD	\$129,696,815	\$0	\$129,696,815
Midlothian ISD	\$71,010,087	\$0	\$71,010,087
Total	\$486,834,791	\$86,518,568	\$400,316,224







### **Projects Cost Estimates:**

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

# Length of TIRZ #3 in Years:

The TIRZ will be extended for an additional 21 year term (to allow for 20 additional years of increment) and is scheduled to end on December 31, 2041.

### **Powers and Duties of Board of Directors:**

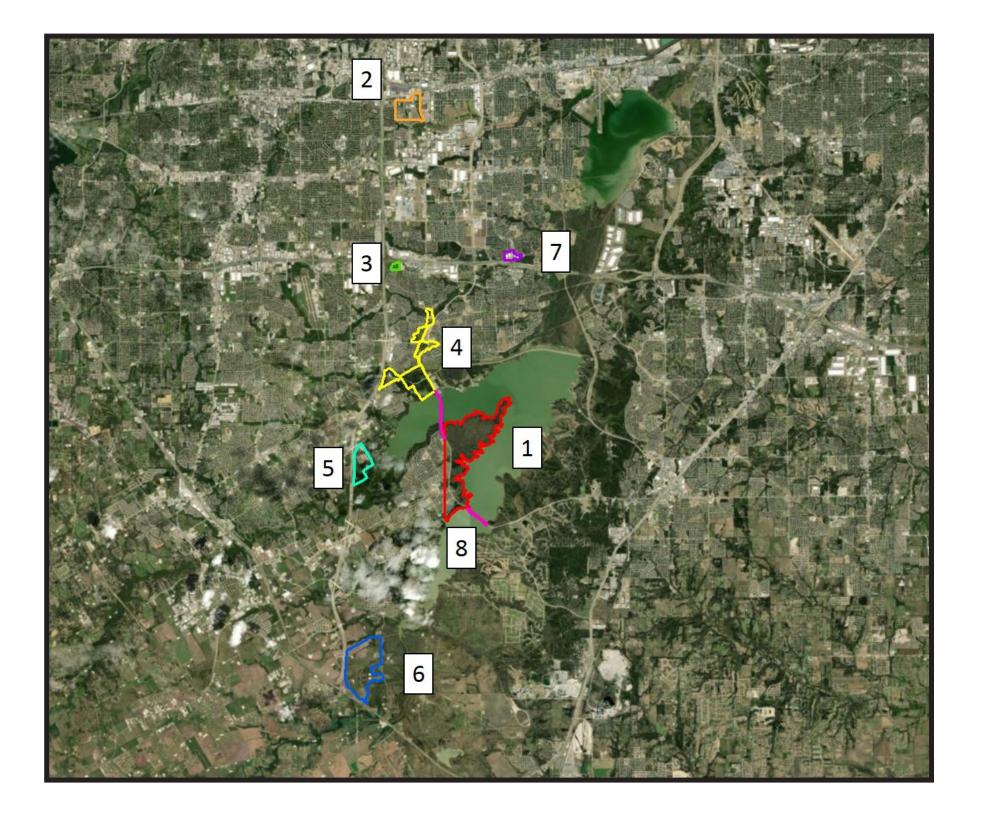
The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.







# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10569 Version: 1 Name: SU201101 - Impound Lot at 2409 E Main St

Type: Ordinance Status: Planning and Zoning Cases to be Tabled

File created: 11/2/2020 In control: Planning and Zoning Commission

On agenda: 12/15/2020 Final action:

Title: SU201101 - Specific Use Permit/Site Plan - Impound Lot at 2409 E Main St (City Council District 5).

Amendment of Specific Use Permit & Site Plan to allow Auto Impound Lot as an additional use under current SUP for Used Auto Sales. 1.402 acres out of the Thomas Collins Survey, Abstract 308, being Westover Place Addition, Block A, Lots 3,4,7 & 8, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial (LI) District and designated Specific Use Permit-814A, located in CBD No. 4, generally located southeast of E. Main Street and Bagdad Road, and addressed as 2409 E. Main Street. (On November 9, 2020, the Planning and Zoning Commission recommended denial of this request by a vote of 6-2. The applicant has filed an appeal requesting that this item be forwarded to the City

Council for consideration on December 15, 2020).

Sponsors:

Indexes:

Code sections:

Attachments: Exhibit A Location Map SU201101

Exhibit B Site Plan SU201101
Exhibit C Elevations SU201101
Exhibit D Operational Plan SU201101
Exhibit E Legal Descript SU201101
PZ Draft Minutes 11-09-2020.pdf

Date Vel. Action by Action	Date	Ver. Action By	Action	Result
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11/17/2020 1 City Council

### **From**

Monica Espinoza, Executive Assistant

### **Title**

SU201101 - Specific Use Permit/Site Plan - Impound Lot at 2409 E Main St (City Council District 5). Amendment of Specific Use Permit & Site Plan to allow Auto Impound Lot as an additional use under current SUP for Used Auto Sales. 1.402 acres out of the Thomas Collins Survey, Abstract 308, being Westover Place Addition, Block A, Lots 3,4,7 & 8, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial (LI) District and designated Specific Use Permit-814A, located in CBD No. 4, generally located southeast of E. Main Street and Bagdad Road, and addressed as 2409 E. Main Street. (On November 9, 2020, the Planning and Zoning Commission recommended denial of this request by a vote of 6-2. The applicant has filed an appeal requesting that this item be forwarded to the City Council for consideration on December 15, 2020).

#### **Presenter**

Rashad Jackson, AICP, Director of Planning and Development

### **Recommended Action**

Disapprove

File #: 20-10569, Version: 1

### **Analysis**

### **SUMMARY:**

SU200701/S200701 -Specific Use Permit/Site Plan -Impound Lot at 2409 E. Main St. Rudy's- Auto Sales (City Council District 5). A request to consider amending Specific Use Permit-814A (S-814A) to allow for Auto Impound Lot use on a portion of the property. The 1.402-acres property is out of the Thomas Collins Survey, Abstract 308, being Westover Place Addition, Block A, Lots 3,4,7 & 8, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial (LI) District and designated Specific Use Permit-814A, located in CBD No. 4, generally located southeast of E. Main Street and Bagdad Road, addressed as 2409 E. Main Street.

### PURPOSE OF THE REQUEST:

This request was prompted by using portions of the property for on-site impound and storage of inoperable vehicles. Over the last two years, the operator has received citations and fines for code violations in storing inoperable and wrecked vehicles on the property. In response, the operator is seeking to amend S-814A and site plan to allow for auto impound 'yard' uses on the property.

Auto Impound 'Yard' Use is defined as a facility used for temporary impound and/or storage of abandoned or inoperable automotive vehicles prior to being reclaimed, repaired or transported. An auto impound use require the approval of Specific Use Permit (SUP) within the LI zoning district.

The applicant has noted that he does not intend to use the impound area, a designated area in the rear of the property, for storage of salvage junk vehicles. All the vehicles will be operable repossessed vehicles.

### HISTORY:

The property was used for miscellaneous outside storage of trucks and trailers prior to the current used car dealership.

- March 2009, City Council authorized SUP-814A allowing for used auto sales (Del Norte Motors aka, Rudy's Auto Sales).
- February 2010, an additional Certificate of Occupancy was issued for (Tejano Truck Sales)
- April 2011, City Council review and renew granting permanent authorization for SUP-814.
- Both dealerships, and a finance division of the businesses are currently housed out of an 840 sq. ft. masonry office building. The office building is located on the western portion of the property. The site provides of approximately 124 parking spaces for car and truck sales inventory.

### ADJACENT LAND USES AND ACCESS:

Direction	Zoning	Existing Land Use
North	Planned Development-237 (PD-237) District	Vacant
East	Planned Development-237 (PD-237) District	Lito Auto Sales
West	Light Industrial (LI) District	Dario Auto Sales
South	Light Industrial (LI) District	Auto Related Business

Access to the site is from an existing commercial driveway located on the eastern portion of the site connecting

### File #: 20-10569, Version: 1

to E. Main Street and extending to the southern portion of the property. The site is secured with an 8' wroughtiron fence along the property's perimeter and a matching 8' wrought iron gate securing entry during nonbusiness hours.

### PROPOSED USE CHARACTERISTICS AND FUNCTION:

The existing used car dealerships function and operate within the accepted development standards. The operator proposes to set aside approximately 40 spaces (gated) for repossessed vehicles, as shown on the attached site exhibit.

### **CODE VIOLATIONS:**

As note, the storing of inoperable and wrecked vehicles has occurred on the site in the past resulting in citations. The site has been in violation of Article VII - <u>Junk/Inoperable Motor Vehicles</u>, Section 29-138 which prohibits the outside storage of inoperable vehicles at a used car lot.

### CONFORMANCE WITH COMPREHENSIVE PLAN:

The subject property is designated as appropriate for Commercial Retail & Office uses on the Future Land Use Map (FLUM). Commercial, Office and Retail typically include commercial uses appropriate for retail and office environments. The proposal is inconsistent with the FLUM.

Objective 15: Policy 11 of the Comprehensive Plan addresses Auto Related Business (ARB) by advocating for a SUP requirement with conditions and standards when considered. Staff notes the applicant is trying to address the proposed use by request a conditional SUP.

### APPLICABLE DEVELOPMENT STANDARDS:

This site shall conform to the Auto-Related Business (ARB) Standards including no outside repair and/or storage of parts and materials, this includes junked, wrecked and salvaged vehicles. Parking of vehicles shall be within the noted designated area.

### **RECOMMENDATION:**

DRC Staff cannot support the request for an impound yard within the Light Industrial district noting the following:

- Adoption of Auto-Related Business Ordinance (Updated)
- Ongoing collaboration of ongoing Code Enforcement, Environmental Services and Planning Department efforts in securing environmentally safe, viable, well maintained auto related business sector of Grand Prairie's Central Business District utilizing acceptable best practices, for promoting the health, safety, welfare and overall aesthetics of Grand Prairie's (CBD) Central Business District.
- Precedent for other auto-related businesses in the practice of storing repossessed and wrecked/salvaged inventory.

### If considered for approval, DRC staff would be amenable to the following conditions:

• Business should provide a log and/or a valid record for all repossessed vehicles located on the premises. The log/ledger shall be created upon receipt and release of said vehicle on the premises. The log/ledger

shall include the Vehicle Identification Number (VIN), owner name and date the vehicle arrived on the premises. Loading and unloading of vehicles done on-site, not permitted within public's rights-of-way. Non-repairable motor vehicles and salvage motor vehicles are prohibited from being on-site longer than seven (7) calendar days.

• Business shall be subject to a 6-month review for a 2-year period by code enforcement to verify the conditions of approval are being met. If not compliant during the 2-year review, the proposed use will be reviewed by City Council to determine if it shall continue.

### PLANNING AND ZONING COMMISSION:

Planning and Zoning Commission recommends denial by vote of 6-2.

### **Body**

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE ZONING ORDINANCE AND MAP BY AMENDING AN EXISTING SPECIFIC USE PERMIT FOR A USED CAR SALES LOT TO ADD AUTO IMPOUND YARD AS A PERMISSIBLE USE: BEING LOT 3R, BLOCK A WESTOVER PLACE ADDITION, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, AND BEING ADDRESSED AS 2409 E MAIN STREET; SAID ZONING MAP AND ORDINANCE BEING NUMBERED ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND TO BECOME EFFECTIVE UPON PASSAGE, APPROVAL, AND PUBLICATION.

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 an existing Specific Use Permit for a Use Car Sales Lot to add an Auto Impound Yard; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on November 9, 2020, after written notice of such public hearing before the Planning and Zoning Commission on the proposed amendment to existing an Specific Use Permit had been sent to owners of real property lying within 300 feet of the property on which the amendment to an existing Specific Use Permit 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 6 to 2 to recommend denial to the City Council of Grand Prairie, Texas, that said Zoning Ordinance and Map not be amended to add an Auto Impound Yard to an existing Specific Use Permit; and

WHEREAS, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on November 17, 2020, to consider the advisability of amending the Zoning Ordinance and Map, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the, Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the Specific Use Permit and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the specific use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Grand Prairie,

### File #: 20-10569, Version: 1

Texas, has changed in character since the enactment of the original Zoning Ordinance to the extent that a specific use may be made of said property as herein provided and by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

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

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

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

passed and approved November 20, 1990, as amended, is hereby further amended to add an Auto Impound Yard to an existing Specific Use Permit for a Used Auto Sales Lot on Lot 3F, Block A, Westover Place Addition, City of Grand Prairie, Dallas County, Texas, addressed as 2409 E Main Street, and as depicted in Exhibit A - Location Map, attached hereto.

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

**SECTION 3.** That for development and operations of a Used Car Sales Lot, the following standards and conditions established with SUP-814 and SUP-814A (Ordinances 9196-2011 and 7930) shall continue to apply:

- 1. All development and use of the site will be required to meet minimum performance standards relating to noise, glare, smoke or particulate matter, odorous matter and vibration as specified in the Unified Development Code.
- 2. Future expansion of the facility will require the submittal of a revised site plan for review and approval to the Planning and Development Department.
- 3. Dumpster location must be approved by city contractor. Dumpster areas require a minimum six (6) foot high masonry fence to match main building per Section 8.25.2, Article 8, "Landscaping and Screening" of the UDC. Indicate the height and type of fence on the site plan.
- 4. Must maintain compliance with City Ordinance #7408 Automotive Related Business regulations.
- 5. All repair operations shall be conducted in accordance with the requirements of the 2003 International Fire Code (IFC) and the adopted amendments.
- 6. No operations or activities shall result in creation of a nuisance as defined in city code 29-68(12) to (29). Specifically, no building, road or construction activity may cause water to stand and result in mosquito harborage.
- 7. The applicant must maintain compliance with all federal, state, and local environmental regulations.
- 8. Only minor automotive repair shall be permitted on site for the "make ready" of vehicles for sale. No body work or washing, other than clear water rinse, shall be permitted on site.
- 9. All operations must conform to the site plan and operational plan as approved by City Council under Case Number SU090202 and SU090202A.

**SECTION 4.** That for development and operations of an Auto Impound Yard, the following standards and conditions are hereby established as part of this ordinance:

- 1. Development shall adhere to Exhibit B Site Plan.
- 2. Operations shall adhere to the City of Grand Prairie's Auto-Related Business Ordinance.
- 3. The owner/operator shall register with the Auto-Related Business Program as required.
- 4. Inoperable and salvaged vehicle are prohibited from being stored on-site.
- 5. Major Auto Repair is prohibited.
- 6. The owner/operator shall maintain a log of all repossessed vehicles located on the premises. Records in this log shall be added upon receipt and release of said vehicle on the premises and include the Vehicle Identification Number (VIN), owner name, and date upon which the vehicle arrived. The owner/operator shall provide the log to the City of Grand Prairie upon request.
- 7. Repossessed vehicles shall not remain on site longer the seven calendar days.
- 8. Loading and unloading vehicles shall be done on site and is not permitted within public rights-of-way.
- 9. Business shall be subject to a 6-month review for a 2-year period by code enforcement to verify the conditions of approval are being met. If not compliant during the 2-year review, the proposed use will be reviewed by City Council to determine if the impound use shall continue.

**SECTION 5.** That the operations of a Used Car Sales and Auto Impound Yard shall comply with the following:

- 1. By this Ordinance, this Specific Use Permit shall automatically terminate in accordance with Section 5.4.1 of the Unified Development Code if a Certificate of Occupancy is not issued for said use within one (1) year after City Council adoption of this Ordinance, or upon cessation of said use for a period of six (6) months or more.
- 2. It shall be unlawful for the owner, manager, or any person in charge of a business or other establishment to violate the conditions imposed by the City Council when a Specific Use Permit is granted, and the violation of those conditions could result in a citation being issued by the appropriate enforcement officers of the City of Grand Prairie. Violation of this provision may be punishable in accordance with Section 1-8 of the Code of Ordinances of the City.
- 3. This Specific Use Permit shall run with the land and therefore may be transferred from owner to owner; however, each new owner shall obtain a new Certificate of Occupancy.
- 4. The Certificate of Occupancy shall note the existence of this Specific Use Permit by its number and title.
- 5. The operation of the facility shall be in strict compliance with all requirements of the Environmental Services Department, Building Inspections, Police Department and Fire Administration.
- 9. Any unsafe or unauthorized operations or activities may be determined as grounds for revocation of the Specific Use Permit by the City Council.
- 10. Furthermore, by this SUP Ordinance, the City Council shall conduct a public hearing six (6) months after City Council approval of the Specific Use Permit to confirm compliance with all applicable codes which shall include,

### File #: 20-10569, Version: 1

but not be limited to, the requirements of this SUP Ordinance, the Unified Development Code, the City of Grand Prairie Code of Ordinances, city adopted building codes, city adopted fire codes and with other applicable regulatory requirements administered and/or enforced by the state and federal government.

**SECTION 6.** That it is further provided that in the case a section, clause, sentence or part of this Ordinance shall be deemed or adjudicated by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

**SECTION 7.** A violation of this Ordinance is a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas. The penalty provided herein shall be cumulative of other remedies provided by State law, and the power of injunction as provided in Texas Local Government Code Section 54.016, as amended, may be exercised in enforcing this ordinance whether or not there has been a complaint filed.

**SECTION 8.** The Unified Development Code of the City of Grand Prairie, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**SECTION 9.** The terms and provisions of this Ordinance are severable and are governed by Section 1-4 of the Code of Ordinances of the City of Grand Prairie, Texas.

**SECTION 10.** All ordinances or parts of ordinances in conflict herewith are specifically repealed.

**SECTION 11.** This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS THE 17<sup>TH</sup> OF NOVEMBER, 2020.

ORDINANCE NO. XXXXX-2020 SPECIFIC USE PERMIT NO. 814B CASE NO. SU201101

# EXHIBIT A - LOCATION MAP PAGE 1 OF 1





CASE LOCATION MAP

SU201101 - Specific Use Permit Impound Lot at 2409 E. Main St.



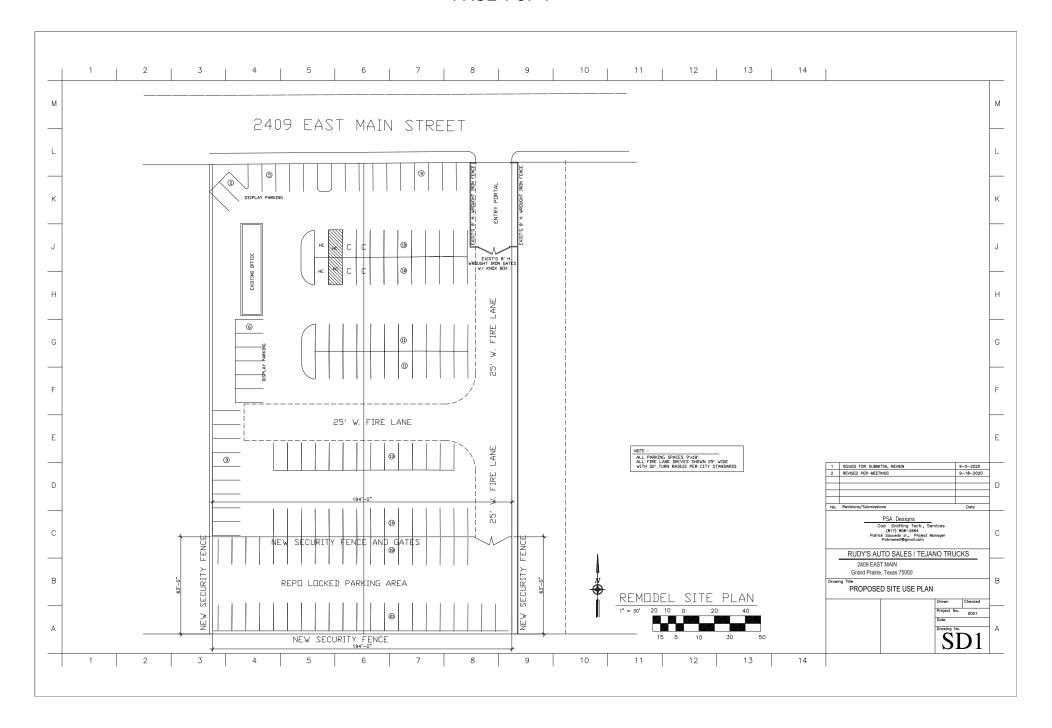
City of Grand Prairie

Development Services

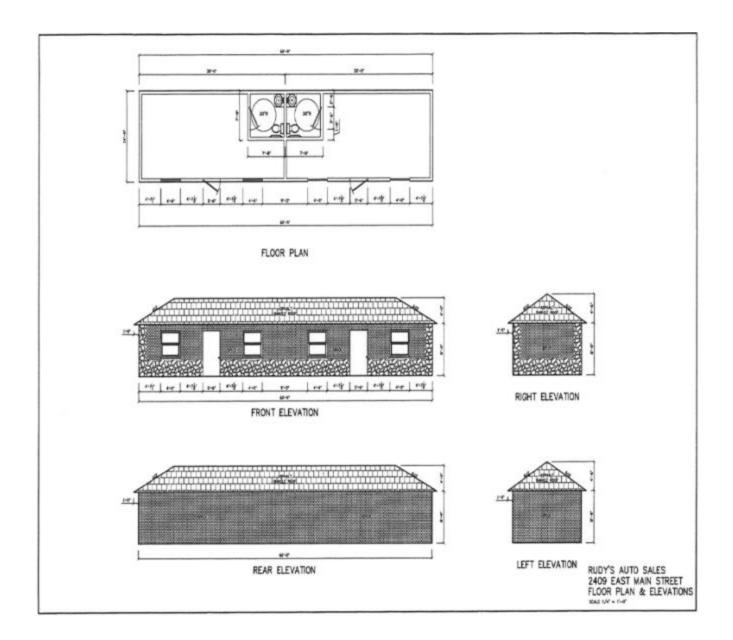
**(**972) 237-8255

www.gptx.org

# EXHIBIT B - SITE PLAN PAGE 1 OF 1



# EXHIBIT C - ELEVATIONS PAGE 1 OF 1



### EXHIBIT D - OPERATIONAL PLAN PAGE 1 OF 1

### **BUSINESS PLAN FOR 2409 E. MAIN**

This is an existing used auto sales lot here. There are two businesses, Tejano Trucks, and Rudy's Auto Sales. They, along with three other lots (one in Irving, and two in Dallas) are all owned by one person, who also owns the finance company that finances some of the vehicles.

Unfortunately, some of the vehicles must be repossessed. They propose to use the far southern end of the property as a holding lot for the repossessed vehicles.

There will be no change to the existing business operated at Rudy's Auto Sales, or Tejano Trucks. They will continue to operate as allowed under the current Auto Sales SUP that is in place. The applicant (owner) also owns the aforementioned three dealerships (Irving Trucks in Irving, and two more Rudy's Auto Sales sites in Dallas). All vehicles sold or displayed for sale at this address are placed for sale by Rudy's Auto Sales, or Tejano Trucks, or on inter-dealership loan from one of the above named affiliate dealerships. All vehicles on sales lot are sold from the same office, by the same owner. All sales vehicles have a "Terms of Sale" sticker in the window, with the dealer name on it.

They have to keep the repossessed vehicles for 30 days to allow the folks an opportunity to redeem them. Also, sometimes they have been damaged, and there are insurance company delays before vehicles can be resold. Also there are very few instances of a legal claim against a vehicle (NTTA, TxDot, etc.) and these must be resolved before vehicles can be resold. However, under no circumstances will any vehicle be in this lot for a period greater than 180 days from arrival.

There will ONLY be vehicles that are owned/financed by the owner of the property stored here. Paperwork (Copies of titles, with impound dates stamped on them) will be kept on file for each vehicle.

All ARB rules and regulations will continue to be strictly adhered to.

**NO SALVAGING** OR OTHER WORK WILL BE DONE ON ANY VEHICLES, EXCEPT FOR WHATEVER IS NECESSARY TO ALLOW THEM TO BE MOVED.

### **EXHIBIT E - LEGAL DESCRIPTION** PAGE 1 OF 2

#### FIELD NOTES TRACT 2:

BEING a part of Lots 3 and Lot 7, Block A, Westover Place Addition, an Addition to the City of Grand Prairie, according to the Plot thereof recorded in Volume 1, Page 396, of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with cap marked "KSC 4019" in the south line of East Main Street (Tx. Hwy. 180)(100' right-of-way) being in the east line of Lot 4, and said Point of Beginning bears: S. 00'18'52" W., 25.72 feet from the original northeast corner of said Lot 3;

THENCE S. 00°18'52" W., with the common east line of said Lot 3, with the west line of said Lot 4, at 159.28 feet passing the southeast corner of said Lot 3, the southwest corner of said Lot 4, the northwest corner of Lot 7, and the northwest corner of Lot 8, and continuing S. 00°18'52" W., with the common east line of acid Lot 7 with the west line of Lot 8, in all a total distance of 305.28 feet to a 5/8 inch iron rod set with cap marked "KSC 4019" for corner;

THENCE S. 89'58'46" W., over and across said Lot 7, with a line that is 39.00 feet north of and parallel to the south line of Said Lot 7, for a distance of 100.00 feet to a 5/8 inch iron rod set with cap marked "KSC 4019" set for corner in the west line of said Lot 7, the east line of said Lot 6;

**THENCE** N. 00°18′52″ E., with the common west line of said Lot 7, with the east line of said Lot 6, at 146.00 feet passing the common northeast corner of said Lot 6, the southwest corner of said Lot 3, the southeast corner of Lot 2, and continuing N. 00′18″52″ E., in all a total distance of 304.56 feet to a 5/8 inch iron rod set for corner in the south line of said East Main Street;

THENCE N. 89°33'58" E., over and across sold Lot 3, for a distance of 100.01 feet to the **Point of Beginning** and containing 30,491 square feet or 0.700 of an acre of land more or less.

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SEP 2 9 2020

SURVEY PLAT / TRACT 2

LOT 3 AND LOT 7, BLOCK A WESTOVER PLACE ADDITION

City of Grand Prairie, Dallas County, Tx.

KEETON SURVEYING COMPANY H.B. KEETON M.S. "STEVE" KEETON REGISTERED PROFESSIONAL LAND SURVEYORS 2037 DALWORTH STREET GRAND PRAIRIE, TEXAS PHONE: (972) 647–0154

E-MAIL: ksc4019@sbcglobal.net

DATE: SCALE: FILE: WP-TRACT-2.dwg
PAGE 2 OF 2 /D:/#1-2005 PROJECTS/WESTOVER PLACE/BLK A

### **EXHIBIT E - LEGAL DESCRIPTION** PAGE 1 OF 2

#### FIELD NOTES TRACT 1:

BEING a part of Lots 4 and Lot 8, Block A, Westover Place Addition, an Addition to the City of Grand Prairie, according to the Plat thereof recorded in Volume 1, Page 396, of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for corner in the south line of East Main Street (Tx. Hwy. 180)(100' right-of-way) and the west line of S.E. 25TH Street (40' right-of-way) vacated by the City of Grand Prairie, said Point of Beginning bears: S. 00'18'52" W., 25.00 feet from the northeast corner of said Lot 4;

THENCE S. 00°18'52" W., with the east line of said Lot 4 and Lot 8 and with the west line of said S.E. 25TH Street for a distance of 306.00 feet to a 1/2 inch iron rod found for corner, which bears: N. 00°18'52" E., 39.00 feet from the southeast corner of said Lot 8;

THENCE S. 89°58'46" W., over and across said Lot 8, for a distance of 100.00 feet to a 5/8 inch iron rod set with cap marked "KSC 4019" in the west line of said Lot 8, and the east line of Lot 7;

THENCE N. 00°18'52" E., with the west line of said Lot 8 and Lot 4, and the east line of Lot 7, for a distance of 305.28 feet to a 5/8 inch iron rod set with cap marked "KSC 4019" in the south line of said East Main Street;

THENCE N. 89°33′58" E., over and across soid Lot 4 and with the south line of said East Main Street for a distance of 100.01 feet to the **Point of Beginning** and containing 30,563 square feet or 0.702 of an acre of land more or less.

RECEIVED

SEP 2 9 2020

SURVEY PLAT / TRACT 1 LOT 4 AND LOT 8, BLOCK A WESTOVER PLACE ADDITION

City of Grand Prairie, Dallas County, Tx.

KEETON SURVEYING COMPANY
H.B. KEETON M.S. "STEKE" KEETON
REGISTRED PROFESSIONAL LAND SURVEYORS
2037 DALWORTH STREET GRAND PRANTE, TEMS
PHONE: 672.041-0843 FAX: (972) 647-0154

DATE: SCALE: FILE: WP-TRACT-1.dwg

2 /0:/#1-2005 PROJECTS/WESTOVER PLACE/BLK A



### REGULAR PLANNING AND ZONING COMMISSION MEETING MINUTES NOVEMBER 09, 2020

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

COMMISSIONERS ABSENT: Eric Hedin

CITY STAFF PRESENT: Rashad Jackson, Planning and Development Director, Savannah Ware, Chief City Planner, Charles Lee, Senior Planner, Jonathan Tooley, Planner, Tiffany Bull, Assistant City Attorney, Brett Huntsman, Transportation Planner, Monica Espinoza, Executive Assistant.

Chairperson Shawn Connor called the meeting to order by Video Conference at 6:46 p.m. and Vice Chairperson Moser gave the invocation, and Commissioner Spare led the pledge of allegiance to the US Flag, and the Texas Flag.

Citizen Comments: None

<u>AGENDA ITEM: #1 - APPROVAL OF MINUTES</u>: To approve the minutes of the Planning and Zoning Commission meeting of October 26, 2020.

CONSENT PUBLIC HEARING AGENDA Item #2- P201102 - Final Plat - I-30 MacArthur Business Center Addition, Lot 1, Block 3 (City Council District 5). Final Plat for Lot 1 Block 3, I-30/MacArthur Business Center Addition, creating one lot on 6.033 acres. Tract 27.4 and Tract 27.5, Joseph Graham Survey, Abstract No. 506, City of Grand prairie, Dallas County, Texas, zoned PD-41, within the IH-30 Corridor Overlay District, and generally located on the southwest corner of the IH-30 frontage road and N Bagdad Rd.

<u>Item #3-</u> P201103 - Preliminary Plat - Hamilton Bardin Village (City Council District 4). Preliminary Plat for Hamilton Bardin Village, Lots 1-6, Block 3R, creating six lots on 21.803 acres. Sheffield Village Addition Phase 4, 5, and 6, Block 3, Lot B, City of Grand Prairie, Tarrant County, Texas, zoned PD-395, within the SH-360 Corridor Overlay District, generally located south of I-20, east of SH-360, and north of Bardin Rd, and addressed as 3025 W I-20.

<u>Item #4-</u> P201104 - Preliminary Plat - Heritage Towne (City Council District 6). Preliminary Plat for the multifamily and commercial portions of Heritage Towne, a mixed use development located along SH-360 and HWY 287. The plat includes 6 lots covering 37.324 acres. Located at 2925 Davis Drive, legally described as Joseph Lawrence Survey, Abstract No. 616, City of Grand Prairie, Ellis County, Texas, zoned PD-399 District. Generally located north of Hwy 287 and east of HWY 360.

Item #5 - P200901 - Preliminary Plat - Slink Addition, Lots 1-7, Block 1 (City Council District 2). Preliminary Plat creating seven lots on 54.692 acres. Tract 7 of the William Reed Survey, Abstract No. 1193 and Tract 1.1 of the Frederick Dohme Survey, Abstract No. 395, City of Grand Prairie, Dallas County, Texas, zoned PD-397, within the SH-161 Corridor Overlay District, and generally located on the northwest corner of SH-161 and Forum Dr.

Vice Chairperson Moser moved to approve the minutes, cases P201102, P201103, P201104, and P200901.

Motion: Moser Second: Coleman

Ayes: Connor, Moser, Smith, Coleman, Spare, Landrum, Perez, Fedorko

Nays: None **Approved: 8-0**Motion: **carried.** 

ITEM FOR INDIVIDUAL CONSIDREATION: Item # 6- S201101 - Site Plan - Hamilton Bardin Village Phase 1 (City Council District 4). Chief City Planner Savannah Ware presented the case report and gave a Power Point presentation for a Site Plan for Phase 1 of Hamilton Bardin Village, which includes 405 multi-family units in five buildings with a five-story parking garage on 9.647 acres, a 43,874 sq. ft. movie theater on 5.147 acres, and open space on .93 acres. Sheffield Village Addition Phase 4, 5, and 6, Block 3, Lot B, City of Grand Prairie, Tarrant County, Texas, zoned PD-395, within the SH-360 Corridor Overlay District, generally located south of I-20, east of SH-360, and north of Bardin Rd, and addressed as 3025 W I-20.

Ms. Ware stated the applicant intends to construct Phase One of a mixed-use development for multi-family, retail, restaurant, and a theater on 16.551 acres. Site Plan approval by City Council is

required for development within a Corridor Overlay District or any project involving multi-family use. Development at this location requires City Council approval of a Site Plan because the property is within the I-20 and SH-360 Corridor Overlay Districts and intended for multi-family use. The purpose of site plan approval is to ensure that development meets requirements in the Unified Development Code (UDC), provides adequate circulation, and uses quality site planning techniques. The UDC identifies criteria for evaluating proposed developments. Criteria include density and dimensional standards, landscaping and screening requirements, and architectural design for special districts. This 21.80-acre, horizontal mixed-use development is anchored by Alamo Drafthouse, a 43,874 sq. ft. movie theater. Phase One of the project includes the theater, 405 multi-family units, and a common open space amenity. The multi-family development includes five residential buildings, one of which wraps around three sides of a five-level structure parking garage. The three use components - multi-family, retail/restaurant, and theater - are physically and functionally organized around the Grand Lawn. Buildings frame the space to create a consistent edge and screen surface parking from the open space. The development will be accessible from Bardin Rd and the I-20 frontage road. The primary internal drives will be constructed with Phase One and include on-street parallel parking spaces. PD-395 requires the developer to participate in the cost of signalizing the intersection of Bardin Rd and SH-360. The applicant will continue to coordinate with the Transportation Department on the timing of intersection improvements.

### **VARIANCES**:

- 1. Exterior Color the west building elevation includes a red metal panel that accounts for 17% of the facade, which exceeds the 10% allowed in Appendix F.
- 2. Required Windows the proposal does not meet the 30% window requirement for the north facade or the window requirement for the whole building.
- 3. Setbacks the articulation bump-outs on the multi-family buildings encroach the setback by five feet along the south and west property lines. Multi-family buildings are setback 40 feet from the internal lot line to the north. The UDC requires a rear yard setback of at least 45 feet.
- 4. Landscape Buffer Appendix F requires a 30 ft. landscape buffer along streets. The landscape buffer along the I-20 frontage road is 25 ft.
- 5. Parking Lot Design Appendix F requires concrete pedestrian paths between rows of parking spaces and tree islands every 10 parking spaces. The proposal does not include concrete pedestrian paths and the number of parking spaces between tree islands exceeds 10 spaces.

The Development Review Committee (DRC) recommends approval.

Commissioner Smith asked has there been a reach out to homeowners about this complex. Ms. Ware stated that would be a question for the developer. This is a site plan so we don't send out public notices, but we do have developer post signs outside and with star telegram.

Hamilton Peck, 2507 Croft Creek Cir Grand Prairie TX., stepped forward and represented the case. He stated he is concerned the Alamo Draft House will draw between 400,000-500,000 attendance per year and when driving down west on Bardin, once you get to the stop sign it runs to 360, there needs to be a traffic signal to direct traffic.

Transportation Planner, Brett Huntsman stated this is something that was looked at in depth in the concept plan phase and the problem they were running into was the City of Grand Prairie only controls 1 leg of the 8 legs involved in that intersection. They are coordinating with TX Dot and the City of Arlington to see what improvements need to be made for that bridge at the intersection to make it work.

Commissioner Moser asked does bridge only have two lanes and does TX Dot control the bridge and the intersections on Frontage Rd. Mr. Huntsman stated that is correct. Mr. Moser stated he understands both sides and asked if there is anything Mr. Peck can assist with getting the process of the signal lights up and running. Mr. Huntsman stated there has been discussion about doing an analysis but TIA phases it. He knows the need is there but it's about putting the info structure and making it work. Moser asked if the info structure means putting in a new bridge. Mr. Huntsman stated that is something they are having to explore but he isn't a traffic engineer.

Commissioner Perez asked can surrounding homeowners help with the process of getting the signal lights going. Mr. Huntsman stated the only thing he can think of is calling Council Official members but as far as the plan and design no, there isn't anything they can do.

There being no further discussion on the case Commissioner Smith moved to close the public hearing and approve case S201101 as per staff recommendations.

The action and vote recorded as follows:

Motion: Smith Second: Perez

Ayes: Connor, Moser, Smith, Coleman, Spare, Landrum, Perez, Fedorko

Nays: none **Approved: 8-0**Motion: **carried.** 

<u>Item #7- S200901 - Site Plan - Kalterra Phase 1 (City Council District 2).</u> Chief City Planner Savannah Ware presented the case report and gave a Power Point presentation for a Site Plan for a multi-family development of 412 units in four buildings on 11.74 acres. Tract 7 of the William Reed Survey, Abstract No. 1193 and Tract 1.1 of the Frederick Dohme Survey, Abstract No. 395, City of Grand Prairie, Dallas County, Texas, zoned PD-397, within the SH-161 Corridor Overlay District, and generally located on the northwest corner of SH-161 and Forum Dr.

Ms. Ware stated the applicant intends to construct a multi-family development on 11.74 acres. Site Plan approval by City Council is required for any project involving multi-family use or within a Planned Development District. Development at this location requires City Council approval of a Site Plan because the property is intended for multi-family use and zoned PD-397. The purpose of site plan approval is to ensure that development meets requirements in the Unified Development Code (UDC), provides adequate circulation, and uses quality site planning techniques. The UDC identifies criteria for evaluating proposed developments. Criteria include density and dimensional standards, landscaping and screening requirements, and architectural design for special districts. This Site Plan is Phase 1 of a larger horizontal mixed-use development on 55.5 acres. This phase includes 412 multi-family units in four buildings and the associated parking and amenities. The primary entrance for the whole development is off the SH-161 frontage road.

### **VARIANCES:**

• Perimeter Fence and Gated Entry - Appendix W requires that multi-family developments contain security gates at all entrances to the complex. The proposal does not include a perimeter fence with gated entry. As an alternative, the applicant is proposing to secure individual buildings and fence of internal courtyards.

Staff is generally in support of the proposal. Although the layout is revised, the applicant has made changes to make the site plan more in line with the Concept Plan intent. Staff recommends approval with the following conditions:

- 1. The applicant shall coordinate with the designated representative of the City of Grand Prairie Police Department to finalize the plan to secure individual buildings and courtyard areas; and
- 2. The location, design, and character of the enhanced screening (landscape and metal screening walls) along the internal street shall be consistent with what is depicted on the site plan and Exhibit F Enhanced Screening, as determined by the Director of Planning and Development or designee.

Gabriel Northington, 879 Junction Dr. Allen TX., stepped forward representing the case, he stated they improved some changes from the concept plan to make more space for amenities. The two drives between each building are to help with parking distribution so tenants don't have to walk too far from their apartment.

Commissioner Landrum asked does each of the multi-family units have a swimming pool. Mr. Northington stated there are only two pools proposed, one in building one and the other in building four but everyone would have access to the pools.

Commissioner Moser stated he believes they are trying to jam in too much stuff into the site plan. Mr. Northington stated he agrees from the concept plan but there are proposing now each building has its own courtyard with amenities and separate the parking between the buildings to allow amenity space for each building. Mr. Moser asked if he has done a revised version of the site plan. Mr. Northington stated yes and presented the slide.

Clint Nolen, 1701 N Maruet St. Ste 325 stepped forward representing the case.

Commissioner Spare asked how wide the green space between parking lot is and courtyard. Mr. Northington stated for LP 1.01 the outline is the building and the center is the green space. Mr. Spare asked what tenants would do in the green space. Mr. Northington stated there will be an outdoor fitness area, swim lap pool, and a lounge area. Mr. Spare asked how big the green space is. Mr. Northington stated 120 x 120 ft wide. Mr. Spare asked how many people would live in that building. Mr. Northington stated building would have 100 tenants.

Mr. Nolen stated if you look at your typical family urban product with internal courtyard space, they don't add up with their four courtyard spaces they are providing today. Their site plan is providing more amenity space than your average standard development.

Commissioner Spare asked where would the tenants park. Mr. Northington stated there is parking in between each of the buildings and on the south and north side. Mr. Spare asked where would the tenants guest park at. Mr. Northington stated around the buildings as well. Mr. Spare asked if there are any reserved spaces for the tenants. Mr. Northington stated there is currently no reserved spaces because it isn't a gated community but the buildings themselves are gated. Mr. Spare asked how many parking spaces they are providing on the site plan. Mr. Northington stated the parking ratio is 1.33-1.34. Mr. Spare stated he has seen in the past developers trying to stuff as much as they can onto a lot and the residents don't have any place for their guest to park and it becomes a major issue parking on the street and blocking fire lanes etc. Mr. Nolen stated they are meeting the parking requirement with 1.33 parking spaces and he understands his concerns and they want to be a successful development as well. Mr. Spare asked if there are any garages or covered parking. Mr. Nolen stated yes, they do have tucked under garages and carports between each building.

Commissioner Moser asked if LP 1.01 has 133 parking spaces. Mr. Northongton stated when they did the design, they did a parking distribution of 1.33 within a certain relationship to that building and he is confident those spaces are there. Mr. Moser asked for LP 1.01 there are 133 parking spaces around that building. Mr. Northington stated yes, they are within 100 ft of the unit.

Commissioner Spare stated he and Mr. Moser are concerned of overlapping parking spaces and asked what the space between LP 1.01 and LP 1.02 is. Mr. Nolen stated they have the parking ratio needed that is unit mixed. Mr. Spare asked how many parking spaces are shown in this site plan. Mr. Nolen stated 552 parking spaces and they are meeting the parking requirement.

Commissioner Smith asked is this the first project in Grand Prairie and have they done a similar project in neighboring cities that they can look at for examples for the parking issues.

Jonathan Kerim, 13455 Noel Rd. Dallas TX. Stepped forward and representing the case, he stated this is the first project in Grand Prairie, but they did a similar urban project in San Marcos, TX. The parking ratio requirement is 1.3 and they are above it a 1.33 and that is within the site plan that was submitted. Ms. Smith stated she agrees with Commissioner Moser and Commissioner Spare with there being serious concerns about the parking. Mr. Kerim stated we as a developer would not want to present a project that would not function.

Commissioner Perez asked what the name of the development in San Marcos is. Mr. Kerim stated it is called McCarty Commons.

Chairperson Connor stated he is concerned with the lap pool only allowing 1-2 people at a time. Mr. Kerim stated he will use McCarty Commons as a reference because they are proposing double the space for this site plan. All 4 courtyards have amenities spaces in them. The two outer buildings will have pools. Building one will have the larger resort style pool as well as a volleyball court. Building four will have a skinnier but longer pool and its own fitness center and common kitchen/clubhouse area. Mr. Connor asked how many units McCarty Commons has. Mr. Kerim stated it has 249 units. Mr. Connor stated in that case you can't compare apples to apples. Mr. Kerim stated he is because he is taking into account the smaller number of units.

Commissioner Moser stated he looked up McCarty Commons and per the review's tenants have issues with parking spaces. Mr. Kerim stated one of the lessons applied to this project was distribution of parking.

There being no further discussion on the case Commissioner Spare moved to close the public hearing and deny case S200901.

The action and vote recorded as follows:

Motion: Spare Second: Moser

Ayes: Connor, Moser, Smith, Coleman, Spare, Landrum, Perez, Fedorko

Nays: none **Denied: 8-0**Motion: carried.

<u>Item # 8- S200603 – Site Plan – Hunter Ferrell Logistics Park (City Council District 1).</u> Chief City Planner Savannah Ware presented the case report and gave a Power Point presentation for a Site Plan for Hunter Ferrell Logistics Park, a development with a 210,856 sq. ft. warehouse building on 13.62 acres. Tracts 14.2, Isreal Jennings Survey, Abstract No. 679, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial, and addressed as 2400 W Hunter Ferrell Rd.

Ms. Ware stated the applicant intends to construct a 210,856 sq. ft. warehouse on 13.62 acres. Site Plan approval by City Council is required for any project involving industrial use. Development at this location requires City Council approval of a Site Plan because the property is intended for industrial use. The purpose of site plan approval is to ensure that development meets requirements in the Unified Development Code (UDC), provides adequate circulation, and uses quality site planning techniques. The UDC identifies criteria for evaluating proposed developments. Criteria include density and dimensional standards, landscaping and screening requirements, and architectural design for special districts. The Planning and Zoning Commission tabled this item on June 22, 2020 to allow the applicant and staff additional time to coordinate with the City of Irving. Since then, the applicant has reduced the project area from 33 acres to 13.62 acres, eliminated the second warehouse, and reconfigured the site so that the driveways align with the existing median cuts as required by the City of Irving. The 13.2-acre site is accessible by two points on W Hunter Ferrell Rd. The proposed warehouse building is 210,856 sq. ft. and has a loading dock on the north side of the building with 40 dock doors. The site plan includes 184 parking spaces and 45 trailer parking spaces. The parking area west of the building is designated as future auto or trailer parking and includes 194 auto parking spaces. The proposed development is speculative, which means that the future tenant is unknown. The future tenant's need will determine the timing of construction and configuration of the future parking area. The proposal includes an open space amenity with trails, benches, and an active water feature on the west side of the property. The trail will connect to the existing trail at the Lone Star Trailhead to the west and the regional trail along Hunter Ferrell Rd.

City Council may approve variances to Appendix X if the applicant demonstrates that the proposal meets the intent of the ordinance and that the alternative design or measure provides an equal or greater level of quality and standard of development as mandated by the regulations. As a part of this Site Plan, the applicant is requesting the variances listed below.

- 1. <u>Truck Docks Location</u> Truck docks are prohibited along any primary facade.
- 2. <u>Row of Parking Between the Street and Building</u> No more than two rows of vehicle parking shall be allowed between a street and building facade.
- 3. <u>Parking/Storage of Heavy Trucks or Trailers Along Hunter Ferrell</u> Parking of heavy trucks or areas intended for parking/storage of trailers shall not be located adjacent to a primary building facade or street.
- 4. <u>Parking/Storage of Trailers in Future Parking Area</u> Areas intended for parking/storage of trailers shall not be located adjacent to a primary building facade.
- 5. <u>Tree Preservation Requirements</u> Appendix X requires that developers submit a tree survey and preserves a minimum of 30% of the total existing caliper inches. The applicant has not submitted a tree survey.

In the applicant's original proposal, the truck dock doors and trailer parking were located south of the building and would not have been visible from Hunter Ferrell Rd. The City of Irving requires the driveways to align with existing median cuts. In order to comply with this requirement, the applicant reconfigured the site and relocated the truck docks and trailer parking area to the north of the building. The applicant is providing a double row of street trees along the street, an enhanced planting area, and a masonry screening wall. The additional row of trees and additional plantings are intended to serve as a compensatory measure for the variances requested.

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

- 1. The applicant shall coordinate with the Parks Department to connect the proposed walking trails to the existing trail west of the property. The design of the connection, including the materials, shall meet the Parks, Arts, and Recreation Department's requirements. The applicant shall construct this connection in conjunction with the proposed trail and activation feature.
- 2. The future parking area shall not be used for parking/storing trailers.
- 3. All construction shall comply with the latest adopted building codes, specifically the required distance between the building and property line. This can be accomplished by establishing a no-build easement to the south on City property or by reducing the building

and/or reconfiguring the site. Before applying for a building permit, the applicant shall resolve this issue.

Brad Copper, 3819 Maple Avenue Dallas TX. 75219, stepped forward representing the case, he stated he only has one request to try to maintain the flexibility of the trailer parking on the western parking area.

Commissioner Moser asked if he has a problem with any of the recommendations recommended by the staff. Mr. Copper stated he doesn't have a problem.

Commissioner Coleman stated what if the developer provided additional screening to the west. Commissioner Moser suggested providing decorative mental screening in the ordinance along the walkway and stated he would support something like that. Mr. Cooper stated he would be happy to do that but if it is going to be isle parking to leave it as is and if it's going to be trailer parking then they will do some sort of decorative screening. Mr. Moser asked could code compliance monitor the screening wall. Commissioner Coleman stated it would be great to throw in the recommendation along with the rest to follow requirements. Mr. Cooper agreed.

There being no further discussion on the case Commissioner Moser moved to close the public hearing and approve case S200603 as per staff recommendations, amended decorative fencing will be placed along the west property line of the proposed parking area to screen whatever parking happens there from the trailers.

The action and vote recorded as follows:

Motion: Moser Second: Coleman

Ayes: Connor, Moser, Smith, Coleman, Spare, Landrum, Perez, Fedorko

Nays: none **Approved: 8-0**Motion: carried.

Chief City Planner Ware stated the following case would be presented together but voted on separately.

PUBLIC HEARING AGENDA ITEM # 9- CP200801 - Concept Plan - Cottages at Dechman (City Council District 2). Chief City Planner Savannah Ware presented the case report and gave a Power Point presentation for a Concept Plan for the Cottages at Dechman, a multi-family

development with a mixture of attached and detached units on 15.91 acres. Tract 2 of Leonidas O'Gwinn Survey, Abstract No. 1105, City of Grand Prairie, Dallas County, Texas, zoned PD-20, within the IH-20 Corridor Overlay District, and generally located at the northwest corner of Dechman Dr and the IH-20 frontage road.

<u>Item # 10- MTP200801 – Amendment to Thoroughfare Plan – Cottages at Dechman (City Council District 2).</u> Chief City Planner Savannah Ware presented the case report and gave a Power Point presentation for an Amendment to the Master Thoroughfare Plan to remove an unnamed collector from the Master Thoroughfare Plan. The unnamed collector creates an additional connection from Fish Creek Rd/Dechman Dr to the Interstate 20 WB Frontage Rd.

Ms. Ware stated the applicant intends to construct a multi-family development on 15.91 acres. The Unified Development Code (UDC) requires City Council approval of a Concept Plan for Planned Development Districts. The subject property is zoned PD-20 which was approved without a Concept Plan. Concept Plans are designed to expedite the development process by working out site design issues prior to design of a project and assuring compliance with the Comprehensive Plan. The proposal is an example of Hybrid Housing, also known as build-to-rent homes, which combines elements of traditional single family and multi-family development. Hybrid Housing includes a mixture of detached and attached units on a single lot. Maintenance of individual units, common areas, and landscaping is the responsibility of a single entity. The Concept Plan depicts 142 units at a density of 8.9 dwelling units per acre. The 15.91-acre site is accessible by a single point off Dechman Drive. The office, fitness center, and pool are located at the entrance.

Staff suggested that the applicant try to adhere to the upcoming hybrid housing requirements if at all possible. The applicant has submitted the attached concept plan. Noting the applicants vested rights, the Development Review Committee (DRC) generally supports the request.

Chairperson Connor asked will the units be for rental or lease to own. Ms. Ware stated they will be for rental. Mr. Connor asked who would oversee the maintenance. Ms. Ware stated that would be the property owner and management company.

Commissioner Spare asked what she means by vested right. Ms. Ware stated the applicant submitted an application for a concept plan and it was under review and the proposed amendment is going through a process and hasn't been approved so the developers are held to the standards at the time of making the application submittal. If another proposal for this type of housing product makes a submittal in a couple of months and City Council hasn't approved this amendment, then you will have to meet those standards. Mr. Spare asked if this concept plan meets these new standards. Ms. Ware stated correct, it would not meet the new standards. Mr. Spare asked normally

a development like this would have 2 entrances for fire, but the unit are sprinklered, so fire believes one entrance is fine. Ms. Ware stated that is correct.

Phillip Thompson, 6735 Salt Cedar Way Frisco TX., stepped forward representing the case, he stated they are planning on sprinkling 100% and fire was ok with the single point of access.

Commissioner Coleman asked how the parking is. Mr. Thompson stated parking is good. They have 273 parking spaces (150 carports, 40 garages).

Commissioner Connor asked what the sizes of the units are. Mr. Thompson stated the two-bedroom units are 995 sq. ft and the one-bedroom units are 650 sq. ft. Mr. Connor asked what amenities the tenants will have. Mr. Thompson stated there will be a pool with a cabana and fitness center, later maybe include and dog park in the site plan. Mr. Connor asked how many total units they have. Mr. Thompson stated 142 units.

Commissioner Moser asked what the distance is between further units and the parking. Mr. Thompson stated about 70-80 ft. Mr. Moser asked what the standard apartment size is. Ms. Ware stated 600 sq. ft for multi-family. Mr. Moser asked what the rental cost will be. Mr. Thompson stated two dollars a square foot.

Commissioner Connor asked what the distance is from the furthest unit to the pool are. Mr. Thompson stated 1000 ft.

Commissioner Spare asked will there be reserved parking for residence. Mr. Thompson stated covered parking comes with each unit and there are garage units, they would be able to rent as well. Mr. Spare asked does every unit get its own reserved parking space. Mr. Thompson stated yes, just under 2 per unit. Commissioner Perez asked does each apartment has a dedicated covered parking. Mr. Thompson stated yes, there are 142 units and there are 273 parking spaces. 251 are required and they are providing 273 parking spaces.

<u>Discussion</u>: Commissioner Spare stated he believes this isn't the right development for Grand Prairie doesn't like the design or the concept plan.

Commissioner Smith stated agreed with Commissioner Spare in saying it doesn't make sense to have one way in and out.

Commissioner Landrum stated he agreed with Commissioner Spare and Smith.

Commissioner Connor stated he agrees with the other commissioners and his main concern is the number of units stuffed to the small area. Even if they cut down by 50 units and put more amenities for the rentals.

Commissioner Moser stated he shares some of the concerns that everyone has but he prefers this over the wrong retail at this corner. What he suggested was tabling the case and giving applicant a chance to change the concept plan.

Commissioner Fedorko stated he agrees with Commissioner Spare with this is not what Grand Prairie needs but he respects this guy putting his filing in before things were changed. With that being said he stated he agrees with Commissioner Moser in tabling this case.

Commissioner Spare stated he doesn't like the concept plan because of safety concerns for the tenants.

Daniel Dewey, JBI Partners, 2121 Midway Rd. Carrollton TX., stepped forward representing the case, he stated they modified the site plan to meet the criteria for MF-1. They did have a plan for another entry to loop back in to I-20 and they decided to go away from it because after they had a Pre-Development Meeting with the fire department it was deemed if it is sprinkled you don't have to have a second point of entry. He compared concept plans for MF-1 and MF-2 in terms of amenities and walking distance to and from them.

Chairperson Connor stated he doesn't like Hybrid Housing because all it is an apartment that is spread out and listed things, he doesn't like about them. Mr. Thompson stated they worked on the concept plan for quite some time and made sure they met all the requirements. They have similar developments in Arizona that get leased and have great reviews. Mr. Connor suggested tabling the case to improve the concept plan based on the commissioner's concerns. Mr. Thompson stated appreciates the suggestion but if they are meaning decreasing the number of units that it becomes no longer feasible; he doesn't know how far that can go with that. In connection to the second entry, TIA and the Fire Department determined it isn't needed if property is sprinklered but he doesn't want to lose the opportunity to do business with the City of Grand Prairie so he agreed to holding off and looking into adding a second entry.

Commissioner Moser asked what the zoning for this location is. Ms. Ware stated PD-20 which allows apartments. Mr. Moser asked are apartments allowed by right in this zoning. Ms. Ware stated yes. Ms. Moser stated there is a similar apartment complex in north Grand Prairie called Lexington Place with 300-400 units, 2 pools, tennis court, not sprinklered, only one entry and it is always leased. Asked to weigh what is allowed by right.

<u>Discussion</u>: Commissioner Moser stated by denying the case the city is opening themselves up for a lawsuit.

Commissioner Spare stated we must do what is right for the City of Grand Prairie.

There being no further discussion on the case Commissioner Smith moved to close the public hearing and deny case CP200801 for not meeting the standards of Grand Prairie.

The action and vote recorded as follows:

Motion: Smith Second: Spare

Ayes: Spare, Smith, Landrum, Connor Nays: Moser, Coleman, Fedorko, Perez

**Denied: 4-4** Motion: **failed.** 

<u>Discussion</u>: Commissioner Coleman stated in tabling this case it kind of stops the applicant in its tracks to be able to move forward but if we approve or deny it, it can go straight to City Council if the applicant believes they have a strong case.

There being no further discussion on the case Commissioner Moser moved to close the public hearing and table case CP200801 for the next 2 weeks to work with the city to amend the concept plan to make it more acceptable.

The action and vote recorded as follows:

Motion: Moser Second: Spare

Ayes: Connor, Moser, Fedorko, Perez, Spare

Nays: Coleman, Smith, Landrum

**Approved: 5-3** Motion: **carried** 

<u>Discussion Item #10 MTP200801:</u> Planning Director Rashad Jackson stated the transportation planner Huntsman had previously stated the second point of entry is not needed and so it is separate from the concept plan for the hybrid project.

Commissioner Spare stated these two cases were tied together when they were presented to the commission and if you are going to present them together then they are tied together. If you present them separately then they are separate. He also stated he believes they don't need amendment plan because without the approval of the amendment the concept plan can't be built therefore there won't be a lawsuit.

Assistant Lawyer, Tiffany Bull stated since there are two agenda items, they will need to be voted separately.

Transportation Planner, Brett Huntsman stated the amendment is tied to the development but if this amendment were to be denied it would have a significant impact to the item MTP200801 but it would impact case CP200801.

There being no further discussion on the case Commissioner Spare moved to close the public hearing and deny case MTP200801.

The action and vote recorded as follows:

Motion: Spare Second: Smith

Ayes: Spare, Smith, Fedorko, Landrum, Connor

Nays: Coleman, Moser, Perez

**Approved: 5-3** Motion: **carried** 

Item # 11- Z200401A - Zoning Change – Heritage Towne Amendment (City Council District 6). Planner Jonathan Tooley presented the case report and gave a Power Point presentation for a Planned Development Amendment for Heritage Towne, a development on 76.96 acres which includes single-family, multi-family, commercial, and open space uses. The purpose of the request is to add additional commercial zoning along Davis Road. Tracts 186713 and 186714, J Lawrence Survey, Abstract No. 616, City of Grand Prairie, Ellis County, Texas. Zoned PD-399 and addressed as 2925 Davis Drive. Generally located north of Hwy 287, and east of HWY 360.

Mr. Tooley stated the purpose of the request is to amend Planned Development 399 to reduce the amount of land zoned for multi-family and increase the amount of land zoned for commercial along Davis Drive. The Development Review Committee (DRC) recommends approval.

Commissioner Spare asked to clarify that the applicant is wanting more retail and less multifamily. Mr. Tooley stated that is correct.

There being no further discussion on the case Commissioner Spare moved to close the public hearing and approve case Z200401A per staff recommendations.

The action and vote recorded as follows:

Motion: Spare Second: Smith

Ayes: Connor, Moser, Smith, Coleman, Spare, Landrum, Perez, Fedorko

Nays: none **Approved: 8-0**Motion: **carried** 

Item # 12- SU201101 - Specific Use Permit/Site Plan - Impound Lot at 2409 E Main St (City Council District 5). Senior Planner Charles Lee presented the case report and gave a Power Point presentation for a Specific Use Permit & Site Plan request for Auto Impound uses on four industrial lots. 1.402 acres out of the Thomas Collins Survey, Abstract 308, being Westover Place Addition, Block A, Lots 3,4,7 & 8, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial (LI) District and designated Specific Use Permit-814A, located in CBD No. 4, generally located southeast of E. Main Street and Bagdad Road, and addressed as 2409 E. Main Street.

Mr. Lee stated this request was prompted by using portions of the property for on-site impound and storage of inoperable vehicles. As a result, the operator has received citations and fines for code violations in storing inoperable and wrecked vehicles on the property. In response, the operator is seeking to amend S-814A and site plan to allow for auto impound 'yard' uses on the property. Auto Impound 'Yard' Use is defined as a facility used for temporary impound and/or storage of abandoned or inoperable automotive vehicles prior to being reclaimed, repaired or transported. An auto impound use require the approval of Specific Use Permit (SUP) within the LI zoning district. The existing used car dealerships function and operate within the accepted standards and practices regarding the placement of sales inventory, customer and employee parking spaces. The operator proposes to set aside approximately 40 spaces (gated) for repossessed vehicles, as shown on the updated site exhibit.

DRC Staff cannot support the request for an impound yard within the Light Industrial district and due to the continuing efforts made by:

- Adoption of Auto-Related Business Ordinance (Updated)
- Ongoing collaboration of ongoing Code Enforcement, Environmental Services and Planning Department efforts in securing environmentally safe, viable, well maintained auto related business sector of Grand Prairie's Central Business District utilizing acceptable best practices, for promoting the health, safety, welfare and overall aesthetics of Grand Prairie's (CBD) Central Business District.
- Setting a precedent for other auto-related businesses in the practice of storing repossessed and wrecked/salvaged inventory.

If considered for approval DRC staff recommends the operator comply with the following conditions:

Provide a log and/or a valid record for all repossessed vehicles located on the premises. The log/ledger shall be created upon receipt and release of said vehicle on the premises. The log/ledger shall include the Vehicle Identification Number (VIN), owner name and date the vehicle arrived on the premises. Loading and unloading of vehicles done on-site, not permitted within public's rights-of-way. Nonrepairable Motor Vehicles and Salvage Motor Vehicles are prohibited from being on-site longer than seven (7) calendar days.

Commissioner Spare asked if he is understanding correctly, the owner got caught something wrong and they want to apply for a SUP to continue to do it. Mr. Lee stated he wouldn't put it in those words, but he is going to leave it up to the commission.

Commissioner Moser asked for clarification he is understanding what the applicant is asking for a screening fence all around the last two parking lanes on the property and how tall is the fence they are proposing to put up. Mr. Lee stated the fence is already erect and the fence will be 5-6 ft tall.

Tony Shotwell, 309 NE 31<sup>st</sup> St. Grand Prairie TX. stepped forward representing the case, he stated Rudy is just trying to do something that is common sense. Unfortunately, when in the business of selling car it comes with the repossession of cars as well. State Law requires you to keep the car 21 days to allow the person who has the not to redeem it and Rudy gives them 30 days because he understands maybe they are one paycheck away to make that payment. Rudy just wants to do the right thing and keep these vehicles away from the public. He has been there since 2009 and has never had a code enforcement problem since he has had to take over these repossessed cars.

Commissioner Connor asked does the owner sell cars and provides financing. Mr. Shotwell stated that is correct. Mr. Connor asked where the wrecked cars comes from. Mr. Shotwell stated they are all repossessions that people wrecked and didn't have insurance on, but Rudy still owns them and must pick up the cars and store it somewhere. Mr. Connor asked did the owner know he wasn't supposed to store wrecked cars on the property. Mr. Shotwell stated it is his understanding that the owner didn't know until code enforcement pointed it out.

Commissioner Fedorko asked the owners only want to store repossessed wrecked or salvaged cars. Mr. Lee stated yes sir. Mr. Shotwell stated he wants to amend no wreck or salvaged cars to be stored on the property, only repossessed cars. Mr. Coleman suggested for a 6-month conditional review. Mr. Shotwell stated he is ok with it.

Erick Tellez, 1549 Dutch Hollow Dr. Frisco TX. and Rodolfo "Rudy" De Anda 2523 Mustang Ct. Cedar Hill TX. 75104, stepped forward representing the case.

Commissioner Moser listed all the businesses and properties Mr. De Anda owns around the Dall/Fort Worth area and asked if he stores the repo vehicles at these locations. Mr. De Anda stated no. Mr. Moser then asked does he store all his repo vehicles in Grand Prairie. Mr. De Anda stated only some. He also stores them in another property that is 9 acres off 75. Mr. Moser asked the reason why he is storing the vehicles in Grand Prairie is because the other cities don't allow it. Mr. De Anda stated no he only stores vehicles purchased in Grand Prairie that have been repossessed to be stored there. Mr. Tellez stated the reason they store them in Grand Prairie is because it has the biggest lot and the lot in Dallas, they don't have the space to fence it out to store the vehicles. Mr. Moser stated he understands he as an owner must take in repossessed vehicles, but he needs to find a place to store these vehicles because Grand Prairies doesn't allow it.

Mr. Shotwell stated to not penalize someone that is trying to do the right thing.

Ms. Bull stated since he has changed the business plan, anything that is in the business plan is not a part of the SUP. If you want to put conditions on the SUP it needs to be included in the motion in the condition of SUP.

Commissioner Coleman he has noticed over the years Grand Prairie has cleaned up a lot and he drives by Mr. De Anda's property a lot and he keeps it very clean. He thinks maybe something can be done to help him put a time limit or come back for a 6-month review.

Commissioner Perez stated she agrees with Commissioner Coleman's comments.

Commissioner Connor stated he understands Mr. Coleman's comments but when do we say no. Repossessing is part of the business and you must take into consideration and store them correctly.

Commissioner Smith stated she believes in the integrity of the DRC Committee.

Commissioner Spare stated he agrees with Commissioner Smith.

Commissioner Landrum stated he agrees with Commissioner Smith and Spare.

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There	being no	further	discussion	on	the	case	Comm	nissioner	Smith	moved	to	close	the	public
hearin	g and den	y case S	SU201101.											

The action and vote recorded as follows:

Motion: Smith Second: Moser

Ayes: Spare, Landrum, Smith, Moser, Fedorko, Connor

Nays: Coleman, Perez

**Aprroved: 6-2** Motion: **carried** 

Commissioner Moser moved to adjourn the meeting.	The meeting adjourned at 10:00 p.r.	n.
Shawn Connor, Chairperson		
ATTEST:		
Cheryl Smith, Secretary		

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



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10616 Version: 1 Name: Z201102 - SF-5 at 1609 Ranch Rd

Type: Ordinance Status: Public Hearing on Zoning Applications

File created: 11/16/2020 In control: Planning and Zoning Commission

On agenda: 12/15/2020 Final action:

Title: Z201102 - Zoning Change - SF-5 at 1609 Ranch Rd (City Council District 6). A request to change the

base zoning from Agriculture District (A) to Single-Family Five Residential District (SF-5) to allow for the construction of a single-family residence at this location. Located at 1609 Ranch Road, legally described as Tract 63, SH 1B, Matthew Road Mobile Home Estates, a .43 acre tract of land situated in the Thomas J. Tone Survey, Abstract No. 1460, Page 225, City of Grand Prairie, Dallas County, Texas, zoned Agriculture District. This property is generally located south of Camp Wisdom Road and east of

Matthew Road. (On November 23, 2020, the Planning and Zoning Commission recommended

approval of this request by a vote of 8-0).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A - Boundary Description.pdf

Attachment i - Detailed Zoning History.pdf

PZ Draft Minutes 11-23-2020.pdf

Date Ver. Action By Action Result

#### **From**

Monica Espinoza, Executive Assistant

#### **Title**

Z201102 - Zoning Change - SF-5 at 1609 Ranch Rd (City Council District 6). A request to change the base zoning from Agriculture District (A) to Single-Family Five Residential District (SF-5) to allow for the construction of a single-family residence at this location. Located at 1609 Ranch Road, legally described as Tract 63, SH 1B, Matthew Road Mobile Home Estates, a .43 acre tract of land situated in the Thomas J. Tone Survey, Abstract No. 1460, Page 225, City of Grand Prairie, Dallas County, Texas, zoned Agriculture District. This property is generally located south of Camp Wisdom Road and east of Matthew Road. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

#### **Presenter**

Rashad Jackson, AICP, Director of Planning and Development

#### **Recommended Action**

Deny or Approve with staff conditions. City staff suggests a comprehensive review of the area and a long-term plan established to address infrastructure issues. Until adequate infrastructure is installed, staff cannot fully support rezoning cases within Matthew Road Mobile Home Park.

#### **Analysis**

File #: 20-10616, Version: 1

#### **SUMMARY:**

A request to change the base zoning from Agriculture District (A) to Single-Family Five Residential District (SF-5) to allow for the construction of a single-family residence at this location. Located at 1609 Ranch Road, legally described as Tract 63, SH 1B, Matthew Road Mobile Home Estates, a .43 acre tract of land situated in the Thomas J. Tone Survey, Abstract No. 1460, Page 225, City of Grand Prairie, Dallas County, Texas, zoned Agriculture District. This property is generally located south of Camp Wisdom Road and east of Matthew Road.

## **PURPOSE OF REQUEST:**

The applicant is requesting a zoning change of an existing 0.43-acre lot located within the Matthew Road Mobile Home Estates from Agriculture (A) District to Single Family-Five (SF-5) District, which is necessary to allow a site built home to be constructed and occupied at this location. The applicant proposes to build an approximately 3324 sq. ft. four-bedroom, four-bath home with an attached 911 sq. ft. three-car garage and 743 sq. ft. backyard porch for a total building footprint of 4,978 sq. ft.

## **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	A	Mobile Home
South	A	Mobile Home
West	A	Mobile Home
East	A	Mobile Home

#### **DENSITY AND DIMENSIONAL IMPACTS:**

Density and dimensional standards for SF-5 are highlighted below. All standards have been met.

**Table 2: SF-5 Requirements** 

Standard	Requirement
Unit Density	8.7 units-per-acre
Min. Unit Size (SF.)	1,600
Min. Lot Size (SF.)	6,500
Min. Lot Width (FT.)	60
Min. Lot Depth (FT.)	100
Front Yard Setback (FT.)	25
Internal Side Yard (FT.)	5
Side Yard at Street (FT.)	10
Rear Yard Setback (FT.)	10
Bldg. Height (FT.)	25
Lot Coverage (%)	50

#### CONFORMANCE WITH THE COMPREHENSIVE PLAN:

The 2018 Comprehensive Plan's Future Land Use Map (FLUM) designates this area as Low Density

Residential. The proposed zoning is consistent with the FLUM.

## PROPOSED USE CHARACTERISTICS AND FUNCTION:

The applicant is seeking a zoning change from Agriculture (A) District to Single Family-Five (SF-5) District to allow for the construction and occupancy of a detached site-built home. A detached single-family home is permitted in the Agriculture (A) District, but the existing lot size (0.43 acres) does not meet the minimum density allowed (0.2 units per acre or 1 home per 5 acres) within the Agriculture (A) District. However, if the property is rezoned to Single Family-Five (SF-5) District, the property and home will meet the minimum density and dimensional requirements of the Unified Development Code. The maximum density allowed in the SF-5 District is 8.7 dwelling units per acre.

A single-family residence requires connection to a sewer system, a water source, and adequate access. The applicant has addressed these functions as follows:

**Sewer System -** A site-built house will need to provide a sewer system that meets the requirements of the Environmental Services Division. A new septic system will need to be installed that can easily handle a larger home on the property.

**Water Source -** The Matthew Road Mobile Home Estates community provides water for its parcels through a private water district. There are no fire hydrants located within the mobile home park and the water system is serviced by one water well drilled in 1972. The water system is not monitored by the City, but by the Texas Commission for Environmental Quality (TCEQ).

**Adequate Access -** The subject property is accessed via Ranch Road, a 60-ft. prescriptive easement. This roadway is maintained, **at a very minimal level**, by individuals within the Matthew Road Mobile Home Estates community.

#### **ZONING HISTORY:**

The Matthew Road Mobile Home Estates community was established in 1968 by metes and bounds. For the most part, the park is not platted, except for a few exceptions where zoning has been changed. The lots were created by deed and sold off individually as mobile home lots. The City of Grand Prairie annexed the development in August of 1969. The subject property has been zoned Agriculture (A) District since it was annexed. To date, the development has not been platted as a whole nor have the street rights-of-way within the development been dedicated to the public.

On April 17, 2007, the City Council approved a zone change from Agriculture (A) to Single Family-Five (SF-5) for 1801 Ranch Road in order for the applicant to build a site-built home (case number Z070401). The home has been constructed and is occupied.

On June 18, 2013, the City Council approved a zone change from Agriculture (A) to Single Family-Five (SF-5) for 1714 Ranch Road in order for the applicant to build a site-built home (case number Z130601).

On August 20, 2013, the City Council approved a zone change from Agriculture (A) to Single Family-Five (SF-5) for 1708 Ranch Road in order for the applicant to build a site-built home (case number Z130802).

On August 2, 2016, City Council approved a zone change from Agriculture (A) to Single Family-Five Residential District for 1606 Ranch Road in order for the applicant to build a site-built home (case number

Z160701). The home has been constructed and is occupied.

As of 2020, there are 122 lots within the Matthew Road Mobile Home Estates development. Of the 122 lots, 93 have homes and/or structures on them and 28 lots are vacant. Of the 28 vacant lots, 7 lots are owned by the U.S. Corp. of Engineers and 21 lots are privately owned. City Council has approved four rezoning cases transitioning lots from Agriculture District to Single Family Residential, allowing citizens to construct site-built homes.

## **PROJECT'S VESTED STATUS:**

The mobile home park is not vested. However, as discussed above, there have been several attempts to bring the property into some level of conformance over the years. Due to the smaller lot sizes, any request to place a mobile home on the properties does not meet City requirements. Article 26 of the Unified Development Code requires property zoned Agriculture District to be a minimum of 20 acres, along with applying for a Specific Use Permit.

#### **ANALYSIS:**

The current status of Matthew Road Mobile Home Park is of ongoing review. There is a lack of utility infrastructure in the area to adequately serve new homes, along with being able to provide acceptable public safety to residents, especially during inclement weather. Staff is concerned about the long-term integrity of the current water system serving the park and the installation of new septic systems within the vicinity of Joe Pool Lake. Additionally, the Fire Department has encountered instances of difficulty accessing properties when responding to emergency calls during extreme weather.

City staff suggests a comprehensive review of the area and a long-term plan established to address infrastructure issues. Until adequate infrastructure is installed, staff cannot support rezoning cases within Matthew Road Mobile Home Park.

#### **RECOMMENDATION:**

The Planning and Zoning Commission recommended approval, by a vote of 8-0, with the following conditions:

- 1. Approval of the use for a new septic system and safe removal of any existing system.
- 2. Property platted before the issuance of building permits.

Although staff does not want to prevent the redevelopment of the area, the Development Review Committee (DRC) does not fully support the request due to the life safety and infrastructure issues noted. Should the zoning change be approved, staff recommends the following conditions:

- 1. Approval of the use for a new septic system and safe removal of any existing system.
- 2. Property platted before the issuance of building permits.

#### **Body**

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP TO REZONE TRACT 63, SH 1B, MATTHEW ROAD MOBILE HOMES ESTATES, .43 ACRE TRACT OF LAND OUT OF THE THOMAS J. TONE SURVEY, ABSTRACT NO. 1460, PAGE 225, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, LOCATED AT 1609 RANCH ROAD, FROM (A) AGRICULTURE DISTRICT TO (SF-5) SINGLE FAMILY FIVE RESIDENTIAL DISTRICT; SAID ZONING MAP AND ORDINANCE BEING ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR

# PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and map of said city so as to rezone and reclassify said property from its classification of (A) Agriculture District to (SF-5) Single Family Five Residential District; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on November 23, 2020, after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 8-0 to recommend approval to the City Council of Grand Prairie, Texas, of the request that the hereinafter described property be rezoned from its classification of (A) Agriculture District to (SF-5) Single Family Five Residential District; and

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

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the use proposed on said property, as well as, the nature and usability of surrounding property, have found and determined that the property in question, as well as, other property within the city limits of the City of Grand Prairie, Texas, has changed in character since the enactment of the original Zoning Ordinance from its classification of (A) Agriculture District to (SF-5) Single Family Five Residential District; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

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

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

"AN ORDINANCE AMENDING IN ITS ENTIRETY CHAPTER 28 OF THE CODE OF ORDINANCES KNOWN AS THE ZONING ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AS PASSED AND APPROVED BY THE CITY COUNCIL ON THE 20<sup>TH</sup> DAY OF NOVEMBER, 1990, TOGETHER WITH ALL AMENDMENTS THERETO AND

ENACTING A REVISED ORDINANCE ESTABLISHING AND PROVIDING FOR ZONING REGULATIONS; CREATING USE DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN..."

and passed and approved November 20, 1990, as amended, is hereby further amended so as to rezone from its classification of (A) Agriculture District to (SF-5) Single Family Five Residential District; as depicted in Exhibit A - Boundary Description.

## Description of Land:

Tract 63, SH 1B, Matthew Road Mobile Home Estates, .43 acre tract of land out of the Thomas J. Tone Survey, Abstract No. 1460, Page 225, City of Grand Prairie, Dallas County, Texas, located at 1609 Ranch Road and depicted in Exhibit A - Boundary Description, incorporated herein by reference.

**SECTION 2.** Land uses shall be restricted to those uses permitted in the (SF-5) Single Family Five Residential District allowing for residential uses as specified in Article 4 - "Permissible Uses" of the Unified Development Code of the City of Grand Prairie, Texas, as amended.

**SECTION 3.** Development shall conform to all applicable development standards for (SF-5) Single Family Five Residential District as specified in Article 6 - "Density and Dimensional Requirements" of the Unified Development Code of the City of Grand Prairie, Texas, as amended.

**SECTION 4.** 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 provisions and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 5.** 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, THIS 15TH DAY OF DECEMBER 2020.

ORDINANCE NO. #-2020 CASE NO. Z201102





CASE LOCATION MAP

Z201102 - Zoning Change

SF at 1609 Ranch Rd

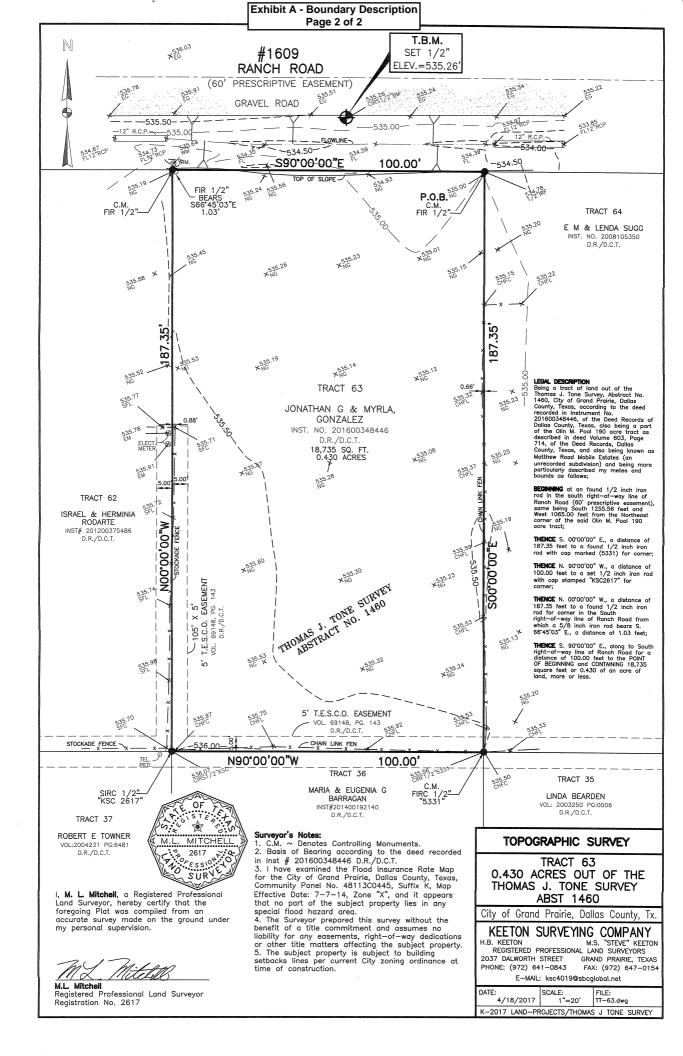


City of Grand Prairie

Development Services

**(**972) 237-8255

www.gptx.org



## DETAILED ZONING HISTORY FOR MATTHEW ROAD MOBILE HOME PARK

The Matthew Road Mobile Home Estates community was established in 1968 by metes and bounds. For the most part, the park is not platted, except for a few exceptions where zoning has been changed. The lots were created by deed and sold off individually as mobile home lots. The City of Grand Prairie annexed the development in August of 1969. The subject property has been zoned Agriculture (A) District since it was annexed. To date, the development has not been platted as a whole nor have the street rights-of-way within the development been dedicated to the public.

On October 25, 1977, the City Council denied a petition from Ben McDonald, the original developer of the mobile home to rezone the property from Agriculture (A) to Planned Development with a Specific Use Permit for mobile homes.

On March 7, 1978, George Roberts, a resident of the Matthew Road Mobile Home Estates, spoke to the City Commission regarding his desire to have the City furnish water and sewer service to the development. He stated that he was in charge of the water coop and that the system was not up to standards and that the State Health Department may suspend operations. The Council directed staff to study the situation and prepare cost estimates to furnish water, sewer, streets and drainage for the development. Staff provided the cost estimates to Council at two subsequent Council meetings. No action was taken.

Ordinance No. 3397, adopted in October of 1982 provided the framework for Section 1.11.7.11 of the UDC (subsequently amended in 2008 per Ordinance No. 7737) that established a Special Exception for Mobile Homes authorizing the Zoning Board of Adjustments and Appeals (ZBA) to grant an exception allowing the replacement of existing mobile homes when meeting certain criteria. In short, none of the existing mobile or manufactured homes could legally be replaced without prior approval of the ZBA.

On February 23, 1988, a City Council Workshop was held to discuss nonconforming land uses within the Matthew Road Mobile Home Estates. Discussion included a need to consider amortization of the mobile homes, formation of committee to review the history and intent of previous City Council action, and that the City Council should begin planning for development of streets, water, and sewer to the area. Following discussion, a committee was formed to review the matter and make recommendations to City Council.

On April 24, 1990, another City Council Workshop was held to discuss issues related to the inability of property owner to obtain permits for electrical hookups for a new mobile home. Staff informed Council that the mobile home park was zoned Agriculture (A), that the mobile homes within the park are non-conforming, and that the present ordinances precludes the placement of a new mobile, except under certain conditions, and that permits for electrical hookups could not be issued under the current ordinance. After discussion, the Council instructed Staff to initiate a zoning change, as well as amendments to other city ordinances to allow the movement of mobile homes on and off properties.

On May 22, 1990, City Council considered a request for a zoning change from Agriculture (AG) to Planned Development for Single Family-Detached and Mobile Home Uses. After considerable

discussion involving future uses, availability of services, outstanding code violations, the Council tabled the matter to the June 19, 1990 City Council meeting and directed staff the matter further at the June 5, 1990 workshop.

At the June 5, 1990 workshop, Council members and staff discussed whether the plans for the property should remain mobile home uses or whether the mobile home use should be phased out. It was noted that the P & Z Commission had recommended approval of the zone change to Planned Development to allow for modular or site built homes, but it was also noted that this action may legalize existing non-conforming uses, including a recreational vehicle being used as a residence on one of the lots. The workshop concluded with several Council members stating the that mobile home park should be phased out and that a completely new Planned Development be established that incorporates some of the concepts from the Spring Creek Mobile Estates and the Matthew Road Mobile Home Estates.

On June 19, 1990, City Council continued discussion regarding the Matthew Road Mobile Home Estates as tabled from the May 22, 1990 public hearing and considered a new Planned Development ordinance that would rezone the property for HUD-compliant manufactured housing, modular housing, and single family detached housing and establishing density and dimensional standards along with masonry standards. The proposed ordinance would also allow the replacement of any owner-occupied mobile home without any further approvals required other than building permits. After considerable discussion and a failed motion to approve, the Council table the matter to the August 7, 1990 City Council meeting and directed staff to discuss the matter further at the July 31, 1990 workshop.

At the July 31, 1990 workshop, the item was tabled to a later date to allow the committee time to complete its review and prepare a recommendation. Several additional workshops were held over the following months to review the numerous issues associated with the property, but the committee was unable to reach a consensus for the best solution to the situation. The committee requested that staff identify six specific options and forward the case to the entire Council for final deliberations at the May 21, 1991 City Council meeting.

On May 21, 1991, the City Council tabled the matter to the May 28, 1991 City Council meeting. The Council tabled the matter again during their May 28, 1991 to the June 4, 1991 City Council meeting. During the June 4, 1991 City Council meeting, the Council tabled the matter indefinitely.

On April 17, 2007, the City Council approved a zone change from Agriculture (A) to Single Family-Five (SF-5) for 1801 Ranch Road in order for the applicant to build a site built home (case number Z070401). The home has been constructed and is occupied.

On May 15, 2007, the City Council approved Ordinance 7590 that created Article 26, "Mobile/Manufactured Home and Recreational Vehicle Regulations" of the UDC. The new regulations created a process to allow for a mobile/manufactured home to be permitted in the Agriculture (A) District via the Specific Use Permit (SUP) process.

On February 19, 2008, the City Council approved Ordinance 7737 that repealed Section 1.11.7.11 "Special Exceptions for Mobile Homes" of Article 1 of the UDC that granted the ZBA the authority

to grant exceptions for the replacement of mobile/manufactured homes within the City. Ordinance 7737 also amended parts of Article 26 of the UDC related to mobile/manufactured homes.

On June 18, 2013, the City Council approved a zone change from Agriculture (A) to Single Family-Five (SF-5) for 1714 Ranch Road in order for the applicant to build a site-built home (case number Z130601).

On August 20, 2013, the City Council approved a zone change from Agriculture (A) to Single Family-Five (SF-5) for 1708 Ranch Road in order for the applicant to build a site-built home (case number Z130802).

On August 2, 2016, City Council approved a zone change from Agriculture (A) to Single Family-Five Residential District for 1606 Ranch Road in order for the applicant to build a site-built home (case number Z160701). The home has been constructed and is occupied.

As of 2020, there are 122 lots within the Matthew Road Mobile Home Estates development. Of the 122 lots, 93 have homes and/or structures on them and 28 lots are vacant. Of the 28 vacant lots, 7 lots are owned by the U.S. Corp. of Engineers and 21 lots are privately owned. City Council has approved four rezoning cases transitioning lots from Agriculture District to Single Family Residential, allowing citizens to construct site-built homes.



# REGULAR PLANNING AND ZONING COMMISSION MEETING MINUTES NOVEMBER 23, 2020

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

COMMISSIONERS ABSENT: Warren Landrum

CITY STAFF PRESENT: Rashad Jackson, Planning and Development Director, Savannah Ware, Chief City Planner, Charles Lee, Senior Planner, Jonathan Tooley, Planner, Mark Dempsey, Deputy City Attorney, Tiffany Bull, Assistant City Attorney, Brett Huntsman, Transportation Planner, Monica Espinoza, Executive Assistant.

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

Citizen Comments: None

<u>AGENDA ITEM: #1 - APPROVAL OF MINUTES</u>: To approve the minutes of the Planning and Zoning Commission meeting of November 9, 2020.

CONSENT PUBLIC HEARING AGENDA Item #2- P201105 - Final Plat - Elevation One Six One (City Council District 2). Final Plat for a 322-unit (8 buildings) multifamily development on one lot on 14.449 acres. Elevation Addition, Block 1, Lot 1, 14.449 acres situated in the Friedrich Dohme Survey, Abstract No. 395 and the Stephen B. McCommas Survey, Abstract No. 888, City of Grand Prairie, Dallas County, Texas, zoned PD-383, within both the SH-161 & I-20 Corridor Overlay Districts, generally located south of Forum Drive, approximately 210' east of SH 161 and west of Robinson Road., specifically addressed as 3800 Robinson Road.

<u>Item #3 – P201106A</u> - Amending Plat - Prairie Ridge Phase 2C (City Council District). An Amending plat for Prairie Ridge Phas 2C. The Final Plat is for 99 lots and 10 non-residential lots on 31.351 acres. J. Stewart Survey, Abstract No. 961, Grand Prairie ETJ, Ellis County, Texas, located south of Prairie Ridge Blvd. (proposed) and west of Soap Creek, Midlothian, Texas.

<u>Item #4-</u> P201107 - Final Plat - I30 MacArthur Business Center Addition, Lots 1 and 2, Block 2 (City Council District 5). Final Plat for Lots 1-2, Block 2, I-30/MacArthur Business Center Addition, creating two industrial lots on 5.982 acres. Tract 2, 5.982 acres situated in the Joseph Graham Survey, Abstract No. 506, City of Grand Prairie, Dallas County, Texas, zoned PD-41, within the IH-30 Corridor Overlay District, and generally located south of eastbound I-30 Service Road between Bagdad Road and Burbank Way, north of Gifford Street.

<u>Item #5-</u> RP201101 – Replat – EpicCentral Phase III (City Council District 2). Replat of Lots 2-3, Block 2, Lots 1-2, Block 3, and Lot 1, Block 4 of Central Park Addition, creating three lots, dedicating right-of-way and easements, and partially abandoning easements. Lots 2-3, Block 2, Lots 1-2, Block 3, and Lot 1, Block 4 of Central Park Addition, City of Grand Prairie, Dallas County, Texas, zoned PD-390, within the SH-161 Corridor Overlay District, and generally located south of Arkansas Lane, north of Warrior Trail, and west of SH-161.

Vice Chairperson Moser moved to approve the minutes, cases P201105, P201106A, P201107 and RP201101.

Motion: Moser Second: Smith

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

Nays: none **Approved: 8-0**Motion: **carried.** 

ITEM FOR INDIVIDUAL CONSIDREATION: Item # 6- S201102 - Site Plan — Wolff Multi-Family Phase 2 (City Council District 2). Planner Jonathan Ware presented the case report and gave a Power Point presentation for a Site Plan for a multi-family development of 326 units and eight buildings on 13.536 acres. Located at 2105 South Forum Drive, legally described as Lot 1, Block A, Forum at Sara Jane Addition, City of Grand Prairie, Dallas County, Texas, zoned

Planned Development-377 District. This property is generally located south of Forum Drive and West of Sara Jane Parkway, within the HWY 161 Corridor Overlay District.

Mr. Tooley stated the applicant intends to construct a multi-family development of 326 units and eight buildings on 13.536 acres. Any multi-family development or development in a planned development district or overlay district requires City Council approval of a Site Plan. Development at this location requires site plan approval by City Council because the property is for multi-family use, zoned PD-377, and within the SH-161 and I-20 Corridor Overlay Districts. The 326-unit multi-family development will be accessible from the main access point on South Forum Drive with an additional exit only drive approximately 500 feet west of the main entry. There is a third point of access, between phases 1 & 2, which is labeled for emergency use only. The Site Plan depicts six four-story residential buildings, internal green spaces, a one-story clubhouse, maintenance building, and a dog park. Other amenities include a pool, fitness center, and entertainment areas.

The applicant is requesting the following variances:

- 1. Exception from carport standards: Appendix W requires that covered parking have roof supports encased in masonry and roofing material similar to the residential buildings. The applicant is providing no masonry and a metal roof.
- 2. <u>No pedestrian connection with Phase 1</u>: PD-377 requires at least one concrete pedestrian path connection point shall be provided between each phase. The applicant is providing no connections.

The Development Review Committee (DRC) recommends approval.

Chairperson Connor asked if they are wanting to be looked as 2 separate units but only judged as one, why look or treat them separately. Mr. Tooley stated Phase one was approved with the same conditions before, but they are two apartment complexes. Mr. Connor asked if the applicant is here to speak on it. Mr. Tooley stated yes.

McKenzie Darr, 1305 Dexter Ave North Seattle WA 98109, stepped forward and represented the case, she stated this is phase two of a two phase planned development. Phase one is currently under construction and excited to have this opportunity with phase two to expand their relationship with the City of Grand Prairie. Phase one and phase two will be two separately marketed projects separately meeting the UDC requirements for parking, amenities, landscaping etc. Phase one is called Copeland and has the same building form but different color and separate use of form. Phase two will have a separate name and have not yet engaged their asset management and marketing team because it is the beginning stage of this project. They do find when you have a masonry block around the carport support beam it can make it harder for someone to park a truck or a SUV directly adjacent to that support post, which would either require they potentially have narrower parking

stalls or rearrange the site plan in a way that causes them to lose some parking stalls. They feel like maintaining that design parking for residents is important to do.

Mr. Connor asked why not widen the parking spaces to eliminate the issue of stone columns. Ms. Darr stated currently they are meeting the parking spaces city requirements and if they were to encroach the column of the carport to widen the parking spaces, they would either need to remove some landscaping or the total parking count to provide that additional space but the carport post as they are without the masonry enclosure are slightly narrower so you don't run into the same issues because they can sit along that paint strip. Mr. Connor stated he has several concerns that once phase one and phase two are completed they will have 600+ total units. Ms. Darr stated that is correct, phase once has 336 units and phase two has 326 units. Mr. Connor stated he wants to understand why they want to separate the two units. Ms. Darr stated the two projects have the same general building form as the same roofline and accent colors, but they have different stones. At the end they are two visual distinct projects that have continuity.

Commissioner Smith asked if they have similar projects anywhere else. Ms. Darr stated yes in Issaquah, Washington called Revel Issaquah.

Commissioner Spare asked timeline on when each phase would be sold. Ms. Darr stated it all depends on the market conditions but usually when they are fully running and occupied. Mr. Spare asked by separating the two units is it easier to sell. Ms. Darr stated yes, to preserve their options.

Vice Chairperson Moser asked if there will be connecting parking connection between the two units. Ms. Darr stated it will be only for emergency situations where the fire department would need to access.

Commissioner Connor asked will the two units be gated or have security at all time. Ms. Darr stated yes, they would be gated, and it would have a video/intercom entrance at the gate to allow guest in at all hours.

There being no further discussion on the case Commissioner Smith moved to close the public hearing and approve case S201102 per staff recommendations.

#### **Discussion:**

Vice Chairperson Moser offered an amendment to require them to supply masonry supports for the carports and do not want them to reduce parking at all or impact their landscaping.

The action and vote recorded as follows:

Motion: Smith Second: Moser

Ayes: Smith, Moser, Spare, Connor, Fedorko, Perez, Hedin

Nays: Coleman **Approved: 7-1** Motion: **carried.** 

<u>Item # 7- S201103</u> - Site Plan - Shady Grove Industrial (City Council District 1). Senior Planner Charles Lee presented the case report and gave a Power Point presentation for a Site Plan for a 209K SF industrial warehouse building on one lot on 12.130 acres. Being 12.130 acres (two tracts) out of the John Spoon Survey, Abstract 1326, PG 150, City of Grand Prairie, Dallas County, Texas, generally located northeast of SH 161 Service Road and W. Shady Grove Road, specifically addressed at 804 W. Shady Grove Road. Zoned LI Light Industrial and within the 161 Corridor Overlay.

Mr. Lee stated the applicant intends to construct a 209,424 sf. office/warehouse building on 12.13 acres. The proposed site consists of two undeveloped tracts that would be subsequently platted into one property. Site Plan approval by City Council is required for any project involving industrial uses. The purpose of site plan approval is to ensure that development meets requirements in the Unified Development Code (UDC), provides adequate circulation, and uses quality site planning techniques. The UDC identifies criteria for evaluating proposed developments. Criteria include density and dimensional standards, landscaping and screening requirements, and architectural design for special districts. UDC's Appendix X, Industrial Development Standards addresses potential adverse environmental, visual, and truck traffic associated with large warehouses, outside storage, distribution-logistical related developments exceeding five acres in size. The proposal includes one side-loaded office/warehouse-building. Tractor/trailer parking and storage is located on the eastern portion of the site facing truck court. The overhead truck docks are located on the east side of the building and faces east. The building is speculative and will be developed without specific tenants. The site will be accessible from a commercial drive off W. Shady Grove Road with a 24' fire lane and access easement looping around the facility. The 24' fire lane and access drive shall serve 42 east orientated overhead dock doors along with 49 tractor trailer parking spaces. No variances requested.

The Development Review Committee (DRC) recommends approval.

Tyler Bushong stepped forward and represented the case.

There being no further discussion on the case Commissioner Moser moved to close the public hearing and approve case S201103 per staff recommendations.

The action and vote recorded as follows:

Motion: Moser Second: Coleman

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

Nays: none **Approved: 8-0**Motion: **carried** 

<u>Item # 8- S201104</u> - Site Plan - Springs at Grand Prairie (City Council District 2). Senior Planner Charles Lee presented the case report and gave a Power Point presentation for a Site Plan for a multi-family development of 276 units in twelve buildings on 18.97 acres. Being 18.975 acres situated in the Charles D. Ball Survey, Abstract No. 1699 (Tract 2-15.5 acres) and the William H. Beeman Survey, Abstract No. 126 (Portions of Tracts 1&2-3.4 acres), City of Grand Prairie, Dallas County, Texas, zoned PD-288, within the SH-161 Corridor Overlay District, and generally located on the southwest of S. Forum Drive at Sarah Jane Parkway.

Mr. Lee stated the applicant intends to construct a multi-family development on 18.97 acres. Development at this location requires City Council approval of a Site Plan because the property is intended for multi-family use. The purpose of site plan approval is to ensure that development meets requirements in the Unified Development Code (UDC), provides adequate circulation, and uses quality site planning techniques. The UDC identifies criteria for evaluating proposed developments. Criteria include density and dimensional standards, landscaping and screening requirements, and architectural design for special districts. In addition to the UDC, this site shall comply with recently adopted Planned Development-405 and accommodating Concept Plan (Z200903/CP200901). The applicant intends to develop 18.97 acres for multi-family use. The Site Plan includes 276 multi-family units in 12 residential buildings and one leasing/clubhouse building. The property includes an existing pond, adjacent to pergola and outdoor grilling area. Other amenities include two pet parks and a pool adjacent to the clubhouse. Primary access to the site is being provided by a fully divided 52 ft.-access drive connecting to Sarah Jane Parkway. A proposed secondary, emergency access point is located approximately 220' to the south of primary access drive.

#### **VARIANCES:**

1. The applicant is requesting a variance to UDC Article 8, Landscape and Screening Subsection 8.10.2 requiring the construction of a 'Type 2' perimeter decorative fence of wrought iron construction with masonry columns a maximum 24 feet on center.

The Development Review Committee (DRC) recommends approval of the proposal with the following conditions:

- 1. The perimeter fence shall include masonry columns; and
- 2. The applicant shall provide the required shrubs. Prior to the City Council meeting, the applicant shall revise the landscape plan to include the shrubs and submit the revised plan to staff.

Commissioner Smith asked doesn't the 2018 Comprehensive Plan limit a number of family units going up. Mr. Lee stated some of these planned developments have vested multifamily rights along with commercial rights in these older PD's. Ms. Smith stated she has concern of having too many apartments in a concentrated area. Planning Director, Rashad Jackson stated City Council and the city manager's office are aware of units coming in. They have been informed any new proposals to rezone or rezone specifically for commercial to multi family is a no go. They are welcomed to submit or propose what they like but moving forward the vested ones they will be developed. New Comprehensive Plan will address all these concerns.

Commissioner Spare thanked Mr. Jackson for addressing their concerns but went on to say we can't continue to allow the same number of apartments to the south. Grand Prairie should learn from other cities mistakes like Arlington and it could hurt our city in the long run. He believes if we are patient better things will come. By adding more apartments, it will cause more traffic and lower our taxes and he cannot continue to vote yes on any more apartments because they are wrong for Grand Prairie.

Chairperson Connor stated he agrees with Commissioner Spare on putting a halt on multi family and asked what they can do to recommend or not deny cases. Mr. Jackson stated once the zoning is vested as long as the developer meets the requirements, they have the right to allow use. Moving forward we have the right to let them know we are full.

Vice Chairperson Moser stated he wanted to back up Mr. Jackson and Mr. Lee's statement and let the system work the way it's supposed to.

Commissioner Spare stated since applicant is asking for variances it means they aren't meeting the requirements. Wants to make sure they don't make the same mistake with the land that is left.

Jason Pyka, Manhard Consulting, 12225 Greenville Ave Ste 1000 Dallas TX 75243, stepped forward and represented the case.

Chairperson Connor asked why they are requesting a variance on the columns but not for the rod iron. Mr. Pyka stated because the soil in Texas has a lot of movement. This is a new prototype they are going with that allows landscape around it and long-term maintenance seems to be better without it.

Fredrick Hood, W134N8675 Executive Pkwy Menominee Falls, WI 53051, stepped forward and represented the case, he stated he wanted to provide additional information on the variance for the fence. They decided to follow the UDC on the height for the entire perimeter. They have used this fence across 91 communities and just want it to look good.

Commissioner Moser asked if it would get approved without the variance, can he assume he would be willing to put the masonry columns. Mr. Hood asked that they limit the masonry columns to the frontage along Sara Jane Pkwy and listed his reasons. Mr. Moser stated seems reasonable.

Commissioner Smith stated she agrees with Commissioner Moser.

Mr. Hood asked could they also look at going from 30-foot centers to 50-foot centers.

Commissioner Coleman stated he doesn't agree with changing the distance because if they can agree to masonry towards, they front they can tighten it up for ascetics purposes.

There being no further discussion on the case Commissioner Spare moved to close the public hearing and approve case S201104 per staff recommendations and no modifications.

Commissioner Moser stated he doesn't agree with Commissioner Spare motion we shouldn't require them to put masonry columns on a flood plain, but he won't vote against it.

The action and vote recorded as follows:

Motion: Spare Second: Smith

Ayes: Spare, Smith, Coleman, Connor, Perez, Moser Fedorko

Nays: Hedin **Approved: 7-1** Motion: **carried** 

<u>Item # 9- S201105</u> - Site Plan - Hamilton Matthew Business Center (City Council District 6). Planner Jonathan Ware presented the case report and gave a Power Point presentation for a Site Plan for (2) two Office/Warehouse Distribution Buildings on two lots. The proposed buildings are 52,000 and 31,540 square feet. Located at 4200 Matthew Road, legally described as 7.0 acre tract situated in the Memucan Hunt Survey, Tract 2.2, Abstract No. 1723, Page 570, City of Grand Prairie, Dallas County, Texas, zoned Planned Development - 30 District. This property is

generally located south of Bardin Road and West of Matthew Road, within the I-20 Corridor Overlay District.

Mr. Tooley stated the applicant intends to construct two office/warehouse buildings on 7 acres. City Council must approve a site plan for any project involving industrial uses or that is located within a Corridor Overlay District. Development at this location requires City Council approval of a Site Plan because the property is for industrial uses with buildings exceeding 50,000 square feet. The purpose of site plan approval is to ensure that development meets requirements in the Unified Development Code (UDC), provides adequate circulation, and uses quality site planning techniques. The UDC identifies criteria for evaluating proposed developments. Criteria include density and dimensional standards, landscaping and screening requirements, and architectural design for special districts. In addition, UDC's Appendix X, Industrial Development Standards addresses potential adverse environmental, visual, and truck traffic associated with large warehouses, outside storage, distribution-logistical related developments exceeding five acres in size. The proposal includes two rear-loaded office/warehouse-buildings along Bardin Road. Building 1 is intended to house the applicant's technology business along with headquarters. Building 2 is speculative and is being developed without a tenant in mind.

- Building 1 is 31,450 square feet. 20,000 square feet is intended for warehouse purposes, with the remaining balance as office space. The site will be accessible from two drives off West Bardin Road and includes a southwest-facing truck dock with 10 overhead doors.
- Building 2 is 52,000 square feet. 42,000 square feet is intended for warehouse purposes, with the remaining balance as office space. The site will be accessible from two drives off of West Bardin Road and includes a southwest-facing truck dock with 12 overhead doors.

The Development Review Committee (DRC) recommends approval.

Chairperson Connor asked are they providing less than 30% trees. Mr. Tooley stated only 9% would be saved.

There being no further discussion on the case Commissioner Moser moved to close the public hearing and approve case S201105 per staff recommendations.

The action and vote recorded as follows:

Motion: Moser Second: Coleman

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

Nays: none **Approved: 8-0**Motion: **carried** 

PUBLIC HEARING AGENDA ITEM # 10- Z201102 - Zoning Change – SF-5 at 1609 Ranch Rd (City Council District 6). Planner Jonathan Tooley presented the case report and gave a Power Point presentation for a request to change the base zoning from Agriculture District (A) to Single-Family Five Residential District (SF-5) to allow for the construction of a single-family residence at this location. Located at 1609 Ranch Road, legally described as Tract 63, SH 1B, Matthew Road Mobile Home Estates, a .43 acre tract of land situated in the Thomas J. Tone Survey, Abstract No. 1460, Page 225, City of Grand Prairie, Dallas County, Texas, zoned Agriculture District. This property is generally located south of Camp Wisdom Road and east of Matthew Road.

Mr. Tooley stated the applicant is requesting a zoning change of an existing 0.43-acre lot located within the Matthew Road Mobile Home Estates from Agriculture (A) District to Single Family-Five (SF-5) District, which is necessary to allow a site built home to be constructed and occupied at this location. The applicant proposes to build an approximately 3324 sq. ft. four-bedroom, four-bath home with an attached 911 sq. ft. three-car garage and 743 sq. ft. backyard porch for a total building footprint of 4,978 sq. ft. The applicant is seeking a zoning change from Agriculture (A) District to Single Family-Five (SF-5) District to allow for the construction and occupancy of a detached site-built home. A detached single-family home is permitted in the Agriculture (A) District, but the existing lot size (0.43 acres) does not meet the minimum density allowed (0.2 units per acre or 1 home per 5 acres) within the Agriculture (A) District. However, if the property is rezoned to Single Family-Five (SF-5) District, the property and home will meet the minimum density and dimensional requirements of the Unified Development Code. The maximum density allowed in the SF-5 District is 8.7 dwelling units per acre. A single-family residence requires connection to a sewer system, a water source, and adequate access. The applicant has addressed these functions as follows:

**Sewer System -** A site-built house will need to provide a sewer system that meets the requirements of the Environmental Services Division. A new septic system will need to be installed that can easily handle a larger home on the property.

**Water Source -** The Matthew Road Mobile Home Estates community provides water for its parcels through a private water district. There are no fire hydrants located within the mobile home

park and the water system is serviced by one water well drilled in 1972. The water system is not monitored by the City, but by the Texas Commission for Environmental Quality (TCEQ).

**Adequate Access** - The subject property is accessed via Ranch Road, a 60-ft. prescriptive easement. This roadway is maintained, <u>at a very minimal level</u>, by individuals within the Matthew Road Mobile Home Estates community.

Although staff does not want to prevent the redevelopment of the area, the Development Review Committee (DRC) recommends denial due to the life safety and infrastructure issues noted.

Should the zoning change be approved, staff recommends the following conditions:

- 1. Approval of the use for a new septic system and safe removal of any existing system.
- 2. Property platted before the issuance of building permits.

Commissioner Coleman asked when the city takes property in and incorporates it does it have any legal obligations to supply water/sewer. Deputy City Attorney Mark Dempsey stated on this case everything is privately owned and the city doesn't have any service on this property, but nothing prohibits the city if the owners donates the streets to the city. Mr. Coleman asked then why this case must come before our board to approve if it is private. Mr. Dempsey stated the city still has zoning authority.

Commissioner Perez asked do residents pay city taxes and if that is the reason for the jurisdiction. Mr. Jackson stated the property is within city limits and this was an existing development annex many years ago and area has deteriorated to the point where from a life safety point it is the cities duty to make certain it is safe to build on the property. His idea is to present this proposal to the CIP and they need participation from property owners.

Commissioner Spare asked can an owner put a mobile home on their property. Mr. Jackson stated it depends on how long it has been vacant and must meet acre requirements. Mr. Spare stated the city is willing to stop an owner to build homes on their own property but would approve apartments and doesn't agree with it. Appreciates Mr. Jackson pushing this issue forward.

Commissioner Moser asked it is a mobile home park and why can't the city require for the owners to fix it up. Mr. Jackson stated it is privately owned and the city took it in that way.

Myria Gonzalez, 302 Sparks St. Grand Prairie TX 75051, stepped forward and represented the case, she stated she is aware of the property conditions and she bought the property to build a custom home on it. She is fine with the conditions and hopes one day the city will take over it.

Commissioner Fedorko asked he hopes to draft a motion to address these issues and wanted to know how to word it for recommendation to Council. Mr. Dempsey stated all they can do is put it an item on the agenda for future discussion. Mr. Spare asked can they comment on the cities recommendations to fix conditions. Mr. Jackson stated staff will relay concerns and comments to council.

There being no further discussion on the case Commissioner Smith moved to close the public hearing and approve case Z201102 per staff recommendations.

The action and vote recorded as follows:

Motion: Smith Second: Coleman

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

Nays: none **Approved: 8-0**Motion: **carried** 

Item # 11- Z201103 - Zoning Change - C at 4106 Lake Ridge Pkwy (City Council District 6). Planner Jonathan Ware presented the case report and gave a Power Point presentation for a request to change the base zoning from Single Family-One Residential District (SF-1) to Commercial District (C) to allow for future commercial development at this location. Located at 4106 Lake Ridge Parkway, legally described as Lot 1, Block 1, Lobb Addition, and Lot 1, Block 1, Lane Addition, City of Grand Prairie, Dallas County, Texas, zoned Single-Family One Residential District. This property is generally located south of Interstate 20 and west of Lake Ridge Parkway, within the Lake Ridge Corridor Overlay District.

Mr. Tooley stated the purpose of the request is to rezone the subject property from Single Family-One Residential District (SF-1) to Commercial District (C). The current owner does not live on the property and intends to sell within the next year. Mrs. Raley is having it rezoned to align with other development along Lake Ridge Parkway, along with raising the prospects of selling to a future developer. The current and future owners must follow Article 6, 8, and 10 of the Unified Development Code for all future commercial development. Since there is an existing single-family structure on the property, the rezoning will transition the home from conforming to legally nonconforming status.

The Development Review Committee (DRC) recommends approval with conditions:

1. No commercial access will be allowed to/from Ernie Lane.

Commissioner Coleman asked what is wrong with resident wanting to put property for sale. Mr. Tooley stated it is up to the residents and the zoning is concurrent with the future land use. The owner is requesting zoning change in place before she sells it.

Commissioner Fedorko stated he worries about neighbors that also bought their lot for residential purposes. Mr. Tooley stated staff views this as conformant with future land use for commercial and a masonry screening will be put in place when commercial comes in. Mr. Fedorko stated if he is correct this is all meant to transition into commercial zoning and if so, they will need access thru Ernie Ln. Mr. Jackson stated the entire area will need to be reevaluated. Mr. Fedorko stated he wonders if it is fair for the property owners.

Commissioner Moser stated the dam break is that they made Lakeridge to Hwy 161 and it is unfortunate and sad for the owners, but things happen.

Commissioner Smith stated if other property owners were concerned, they would have come forward with their concerns.

Jennifer L Raley, 4106 Lakeridge Pkwy Grand Prairie TX 75052, stepped forward and represented the case, she stated she has lived on that property since her son was five years old and he is now 35 yrs. old. It was unfair when the city built the highway around her property. She likes Grand Prairie, but she would like to sell it to a commercial developer.

Commissioner Moser thanked Ms. Raley for coming and understand her and believes she should have her land use the way she wants to use it.

Commissioner Spare asked if they can modify motion to allow what is being requested without a use for a hotel. Mr. Dempsey stated no, it isn't like a SUP. Mr. Jackson stated you can on a planned development, but this is straight zoning.

David Raley, 4106 Lakeridge Pkwy Grand Prairie TX 75052, stepped forward and represented the case, he stated the street is very noisy and it would be better off as a commercial development.

Ms. Raley stated she just wants to be able to sell her property. Mr. Connor stated she can sell to whomever she wants and agrees no need for anymore storage units, apartments etc.

Commissioner Coleman asked if rezoned to commercial will the property taxes go up and is she aware of it. Mr. Jackson stated once it is reappraised, they will go up. Ms. Raley stated she is aware.

There being no further discussion on the case Commissioner Smith moved to close the public hearing and approve case Z201103 per staff recommendations.

The action and vote recorded as follows:

Motion: Smith Second: Coleman

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

Nays: none **Approved: 8-0**Motion: **carried** 

Item # 12- CP200801 - Concept Plan - Cottages at Dechman (City Council District 2). Chief City Planner Savannah Ware presented the case report and gave a Power Point presentation for a Concept Plan for the Cottages at Dechman, a multi-family development with a mixture of attached and detached units on 15.91 acres. Tract 2 of Leonidas O'Gwinn Survey, Abstract No. 1105, City of Grand Prairie, Dallas County, Texas, zoned PD-20, within the IH-20 Corridor Overlay District, and generally located at the northwest corner of Dechman Dr and the IH-20 frontage road.

Ms. Ware stated the applicant intends to construct a multi-family development on 15.91 acres. The Unified Development Code (UDC) requires City Council approval of a Concept Plan for Planned Development Districts. The subject property is zoned PD-20 which was approved without a Concept Plan. Concept Plans are designed to expedite the development process by working out site design issues prior to design of a project and assuring compliance with the Comprehensive Plan.

#### Project Update

At its November 9, 2020 meeting, the Planning and Zoning Commission tabled this item. Since that time, the applicant has revised the plan to include an additional access point off the I-20 frontage road and add 22 parking spaces.

The proposal is an example of Hybrid Housing, also known as build-to-rent homes, which combines elements of traditional single family and multi-family development. Hybrid Housing includes a mixture of detached and attached units on a single lot. Maintenance of individual units, common areas, and landscaping is the responsibility of a single entity. The Concept Plan depicts 142 units at a density of 8.9 dwelling units per acre. The 15.91-acre site is accessible from Dechman Drive. A second access point for emergencies and exit only is off the I-20 frontage road. The office, fitness center, and pool are located at the entrance.

Staff suggested that the applicant try to adhere to the hybrid housing requirements if at all possible. The applicant has submitted the attached concept plan. Noting the applicants vested rights, the Development Review Committee (DRC) generally supports the request.

Commissioner Moser asked does TX DOT have to approve second point of access. Transportation Planner Brett Huntsman stated yes, they would need to get a TX DOT permit. Mr. Moser asked is it likely for TX DOT to allow it. Mr. Huntsman stated yes. Mr. Moser asked if approved with the second access would the developer still sprinkler the entire sire. Ms. Ware stated yes to her understanding.

Phillip Thompson, 6735 Salt Cedar Way Frisco TX, stepped forward and represented the case, he stated all units would still be sprinkled.

Commissioner Moser asked have they talked to TX DOT about the second entry. Mr. Thompson stated they worked on it thru staff. Mr. Moser asked did TX DOT state it is acceptable to them. Mr. Thompson stated per his understanding yes. Mr. Huntsman stated staff doesn't speak for TX DOT and the developer will have to get separate approval.

Commissioner Fedorko asked if they grant request and TX DOT says no to the second access can they still build with only one entry point. Mr. Huntsman stated process can vary on the amount of time it takes to meet with TX DOT. They can write a letter of support, but it depends on TX DOT. Mr. Dempsey stated this is really the concept plan stage also. Mr. Thompson stated if second entry wasn't permitted, they would have to ask for a variance during the site plan. Mr. Jackson stated that is correct. Mr. Thompson stated he has heard all the concerns and is happy to put in second entry.

There being no further discussion on the case Commissioner Moser moved to close the public hearing and approve case CP200801 per staff recommendations and the amendments stated in motion from meeting on 11/09/2020.

The action and vote recorded as follows:

Motion: Moser Second: Smith

Ayes: Smith, Coleman, Connor, Perez, Moser Fedorko, Hedin

Nays: Spare **Approved: 7-1**Motion: **carried** 

<u>Item # 13-</u> TA201101 – Text Amendment – Article 9: Sign Standards. Chief City Planner Savannah Ware presented the case report and gave a Power Point presentation for a Text amendment to Article 9 of the Unified Development Code to amend required approval process for murals within the Central Area (CA) zoning district.

Ms. Ware stated the purpose of this request is to amend the required approval process for murals within the Central Area (CA) zoning district. The City of Grand Prairie's Community Revitalization Unit manages a downtown mural program. This amendment will align the Unified Development Code (UDC) with the Community Revitalization Unit's efforts and streamline the approval process by designating the Community Revitalization Unit as the approval authority for murals in the Central Area (CA) zoning district. This amendment also clarifies the mechanism for approval - either through a contract between the building owner, artist, and the City of Grand Prairie Community Revitalization Unit or by registering the mural with the Community Revitalization Unit.

Commissioner Moser stated he really likes the murals and asked who is GPRU. Ms. Ware stated it is Rita Heed and Andrew Fortune. Mr. Moser asked if all you must do is register your mural with the city and pay for it yourself because he thought it had to get approval by the city. Ms. Ware stated that is correct, you don't have to get permit thru building inspection, all you must do is coordinate with Rita or Andrew.

There being no further discussion on the case Commissioner Smith moved to close the public hearing and approve case TA201101 per staff recommendations.

The action and vote recorded as follows:

Motion: Smith Second: Perez

Ayes: Smith, Spare, Connor, Perez, Moser Fedorko, Hedin

Nays: none

**Approved: 7-0 with Max Coleman abstaining** 

Motion: carried

Commissioner Moser moved to adjourn the meeting. The meeting adjourned at 9:18 p.m.

Shawn Connor, Chairperson		
ATTEST:		
Cheryl Smith, Secretary		
An audio recording of this me	eting is available on request at 972-237-8255.	



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10617 Version: 1 Name: Z201103 - Commercial Zoning at 4106 Lake Ridge

Pkwy

Type: Ordinance Status: Public Hearing on Zoning Applications

File created: 11/16/2020 In control: Planning and Zoning Commission

On agenda: 12/15/2020 Final action:

Title: Z201103 - Zoning Change - C at 4106 Lake Ridge Pkwy (City Council District 6). A request to change

the base zoning from Single Family-One Residential District (SF-1) to Commercial District (C) to allow for future commercial development at this location. Located at 4106 Lake Ridge Parkway, legally described as Lot 1, Block 1, Lobb Addition, and Lot 1, Block 1, Lane Addition, City of Grand Prairie, Dallas County, Texas, zoned Single-Family One Residential District. This property is generally located south of Interstate 20 and west of Lake Ridge Parkway, within the I-20 Corridor Overlay District. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by

a vote of 8-0).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A - Location Map.pdf

PZ Draft Minutes 11-23-2020.pdf

Date Ver. Action By Action Result

#### **From**

Monica Espinoza, Executive Assistant

#### **Title**

Z201103 - Zoning Change - C at 4106 Lake Ridge Pkwy (City Council District 6). A request to change the base zoning from Single Family-One Residential District (SF-1) to Commercial District (C) to allow for future commercial development at this location. Located at 4106 Lake Ridge Parkway, legally described as Lot 1, Block 1, Lobb Addition, and Lot 1, Block 1, Lane Addition, City of Grand Prairie, Dallas County, Texas, zoned Single-Family One Residential District. This property is generally located south of Interstate 20 and west of Lake Ridge Parkway, within the I-20 Corridor Overlay District. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

#### **Presenter**

Rashad Jackson, AICP, Director of Planning and Development

#### **Recommended Action**

Approve

#### **Analysis**

**SUMMARY:** 

A request to change the base zoning from Single Family-One Residential District (SF-1) to Commercial District (C) to allow for future commercial development at this location. Located at 4106 Lake Ridge Parkway, legally described as Lot 1, Block 1, Lobb Addition, and Lot 1, Block 1, Lane Addition, City of Grand Prairie, Dallas County, Texas, zoned Single-Family One Residential District. This property is generally located south of Interstate 20 and west of Lake Ridge Parkway, within the I-20 Overlay District.

#### **PURPOSE OF REQUEST:**

The purpose of the request is to rezone the subject property from Single Family-One Residential District (SF-1) to Commercial District (C). The current owner does not live on the property and intends to sell within the next year. Mrs. Raley is having it rezoned to align with other development along Lake Ridge Parkway, along with raising the prospects of selling to a future developer.

The current and future owners must follow Article 6, 8, and 10 of the Unified Development Code for all future commercial development. Since there is an existing single-family structure on the property, the rezoning will transition the home from conforming to legally nonconforming status.

## **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	SF-1	Vacant Lot
South	SF-1	Vacant Lot
West	SF-1	Single-Family Residence
East	SF-1, PD-342	Lake Ridge Parkway; Hotel

## CONFORMANCE WITH THE COMPREHENSIVE PLAN:

The 2018 Comprehensive Plan's Future Land Use Map (FLUM) designates this area as Commercial/Retail/Office. The proposed zoning is consistent with the FLUM.

## **ANALYSIS:**

Overall, staff supports the zoning request. Long term, the FLUM has this area transitioning to commercial/retail/office and aligning this area with the overall vision of establishing a vibrant Lake Ridge / I-20 corridor district. The 2018 Comprehensive Plan states the goal is "to create a rich commercial district and recreation destination through high quality entertainment and commercial venues and retail services." This property fronts Lake Ridge Parkway which provides numerous opportunities for a commercial business to flourish and grow.

#### **RECOMMENDATION:**

The Planning and Zoning Commission recommended approval, by a vote of 8-0, with the following conditions:

1. No commercial access will be allowed to/from Ernie Lane.

The Development Review Committee (DRC) recommends approval with conditions:

1. No commercial access will be allowed to/from Ernie Lane.

#### **Body**

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP TO REZONE LOT 1, BLOCK 1, LOBB ADDITION, AND LOT 1, BLOCK 1, LANE ADDITION, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, LOCATED AT 4106

LAKE RIDGE PARKWAY, FROM (SF-1) SINGLE-FAMILY ONE RESIDENTIAL DISTRICT TO (C) COMMERCIAL DISTRICT; SAID ZONING MAP AND ORDINANCE BEING ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and map of said city so as to rezone and reclassify said property from its classification of (SF-1) Single Family One Residential District to (C) Commercial District; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on November 23, 2020, after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 8-0 to recommend approval to the City Council of Grand Prairie, Texas, of the request that the hereinafter described property be rezoned from its classification of (SF-1) Single Family One Residential District to (C) Commercial District; and

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

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the use proposed on said property, as well as, the nature and usability of surrounding property, have found and determined that the property in question, as well as, other property within the city limits of the City of Grand Prairie, Texas, has changed in character since the enactment of the original Zoning Ordinance from its classification of (SF-1) Single Family One Residential District to (C) Commercial District; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

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

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

"AN ORDINANCE AMENDING IN ITS ENTIRETY CHAPTER 28 OF THE CODE OF

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

and passed and approved November 20, 1990, as amended, is hereby further amended so as to rezone from its classification of (SF-1) Single Family One Residential District to (C) Commercial District; as depicted in Exhibit A - Location Map.

## Description of Land:

Lot 1, Block 1, Lobb Addition, and Lot 1, Block 1, Lane Addition, City of Grand Prairie, Dallas County, Texas, located at 4105 Lake Ridge Parkway, and depicted in Exhibit A - Location Map, incorporated herein by reference.

**SECTION 2.** Land uses shall be restricted to those uses permitted in the Commercial District (C) allowing for commercial uses as specified in Article 4 - "Permissible Uses" of the Unified Development Code of the City of Grand Prairie, Texas, as amended.

**SECTION 3.** Development shall conform to all applicable development standards for (C) Commercial District as specified in Article 6 - "Density and Dimensional Requirements," Appendix F - "Corridor Overlay District Standards," and all other applicable sections of the Unified Development Code of the City of Grand Prairie, Texas, as amended.

**SECTION 4.** All commercial development shall establish access to Lake Ridge Parkway only and conform to all transportation requirements and procedures as specified in Article 23 - "Master Transportation Plan" of the Unified Development Code of the City of Grand Prairie, Texas, as amended.

**SECTION 5.** Any structure on the property described in Exhibit A - Location Map hereby made non-conforming by this ordinance shall be subject to the requirements and procedures of Article 19 of the Unified Development Code.

**SECTION 6**. 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 provisions and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 7.** 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, THIS  $15^{TH}$  DAY OF DECEMBER 2020.

ORDINANCE NO. #-2020 CASE NO. Z201103





CASE LOCATION MAP

Z201103 - Zoning Change

C at 4106 Lake Ridge Pkwy



City of Grand Prairie

Development Services

**(**972) 237-8255

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# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie. Texas

# Legislation Details (With Text)

File #: 20-10618 Version: 1 Name: TA201101 - Text Amendment - Article 9: Sign

Standards

Type: Ordinance Status: Public Hearing on Zoning Applications

File created: 11/16/2020 In control: Planning and Zoning Commission

On agenda: 12/15/2020 Final action:

Title: TA201101 - Text Amendment - Article 9: Sign Standards. Ordinance approving a text amendment to

Article 9 of the Unified Development Code to amend required approval process for murals within the Central Area (CA) zoning district. (On November 23, 2020, the Planning and Zoning Commission

recommended approval of this request by a vote of 7-0-1 Max Coleman abstaining).

Sponsors:

Indexes:

Code sections:

Attachments: PZ Draft Minutes 11-23-2020.pdf

Date Ver. Action By Action Result

#### **From**

Monica Espinoza, Executive Assistant

#### **Title**

TA201101 - Text Amendment - Article 9: Sign Standards. Ordinance approving a text amendment to Article 9 of the Unified Development Code to amend required approval process for murals within the Central Area (CA) zoning district. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0-1 Max Coleman abstaining).

#### **Presenter**

Savannah Ware, AICP, Chief City Planner

#### **Recommended Action**

Approve

#### **Analysis**

## **PURPOSE OF REQUEST:**

The purpose of this request is to amend the required approval process for murals within the Central Area (CA) zoning district. The City of Grand Prairie's Community Revitalization Unit manages a downtown mural program. This amendment will align the Unified Development Code (UDC) with the Community Revitalization Unit's efforts and streamline the approval process by designating the Community Revitalization Unit as the approval authority for murals in the Central Area (CA) zoning district. This amendment also clarifies the mechanism for approval - either through a contract between the building owner, artist, and the City of Grand Prairie Community Revitalization Unit or by registering the mural with the Community Revitalization

File #: 20-10618, Version: 1

Unit.

#### **PROPOSED AMENDMENTS:**

8.10 WALL MURALS

A. Description

An image or series of images or characters constituting artwork which is painted or affixed directly to a wall, ceiling, or window

Murals are permitted subject to the following conditions:

- A. Window murals are allowed to cover up to 100 percent of windows on an unoccupied building or lease space, provided the mural is removed prior to 12 months from the date of completion or prior to the issuance of a Certificate of Occupancy for the building or lease space on which the mural is installed. An extension may be granted by the Planning Director or designee if the mural is in good repair and a building permit has been issued for the building or lease space on which the mural is installed.
- B. Wall murals are allowed up to 100 percent of the wall area, not exceeding a height of 40 feet above grade.
- C. Lighting of a mural shall be external only.
- D. Only one wall mural per building is allowed in the Central Area (CA) zoning district. subject to approval by the City of Grand Prairie and subject to the Texas Department of Transportation if the building has frontage on or if the wall is visible from Texas Highway 180 (Main St.)
- E. Murals in the Central Area (CA) zoning district require approval from the Community Revitalization Unit. The mechanism for approval shall be either through a contract or approval form between the building owner, artist, and Community Revitalization Unit or by registering the mural with the Community Revitalization Unit. Said contract or approval form shall be complete and approved by the Community Revitalization Unit prior to installation of a mural.
- F. A building or sign permit is not required for murals within the Central Area (CA) zoning district.
- G. Murals outside the Central Area (CA) zoning district are allowed only if approved by City Council.

#### **B.** Special Conditions

- A. Murals shall be applied with a weather-resistant substance that can be easily removed, peeled or scraped off.
- B. Should the mural become faded, peeled, illegible, or severely weathered in the opinion of the Planning Director or his designee, the owner, or the person or firm maintaining the same, shall, upon written notice, repair or remove the mural or repaint the wall on which mural is painted within 60 days, subject to the Visual Artists Rights Act.

#### **Body**

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ARTICLE 9, "SIGN STANDARDS" OF THE UNIFIED DEVELOPMENT CODE, ESTABLISHED BY ORDINANCE NUMBER 4779, PASSED ON NOVEMBER 20, 1990; TO AMEND THE REQUIRED APPROVAL PROCESS FOR MURALS WITHIN THE CENTRAL AREA (CA) ZONING DISTRICT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; TO BECOME EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION.

WHEREAS, Section 1.11.3.1 of the Unified Development Code of the City of Grand Prairie, Texas states: "Amendments to the text of the Unified Development Code shall be initiated only by action of the City Council or City Council Development Committee directing the City Manager or designee to initiate such a request on

behalf of the City, or by the initiative of the City Manager or designee.", and

WHEREAS, the Office of the City Manager directed staff to initiate the preparation of an ordinance amending the Unified Development Code for submittal to the Planning and Zoning Commission of Grand Prairie, Texas for consideration of a recommendation to the City Council; and

WHEREAS, Notice was given of a public hearing on said amendments to be held by the Planning and Zoning Commission of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 P.M. on November 23, 2020, such Notice of the time and place of such hearing having been given at least ten (10) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, after consideration of said amendments, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted to recommend to the City Council of Grand Prairie, Texas, that said amendments should be approved since its provisions are in the public interest and will promote the health, safety and welfare of the community; 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 15, 2020 to consider the advisability of amending the Unified Development Code as recommended by the Planning and Zoning Commission, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality.

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

**SECTION 1.** Article 9 "Sign Standards" of the Unified Development Code, City of Grand Prairie, Texas, be amended, with proposed additions of text being shown in <u>underlined print</u>, and deleted text being shown with a single line strikethrough:

#### 8.10 WALL MURALS

#### A. Description

An image or series of images or characters constituting artwork which is painted or affixed directly to a wall, ceiling, or window

Murals are permitted subject to the following conditions:

- A. Window murals are allowed to cover up to 100 percent of windows on an unoccupied building or lease space, provided the mural is removed prior to 12 months from the date of completion or prior to the issuance of a Certificate of Occupancy for the building or lease space on which the mural is installed. An extension may be granted by the Planning Director or designee if the mural is in good repair and a building permit has been issued for the building or lease space on which the mural is installed.
- B. Wall murals are allowed up to 100 percent of the wall area, not exceeding a height of 40 feet above grade.
- C. Lighting of a mural shall be external only.
- D. Only one wall mural per building is allowed in the Central Area (CA) zoning district. subject to approval by the City of Grand Prairie and subject to the Texas Department of Transportation if the building has frontage on or if the wall is visible from Texas Highway 180 (Main St.)
- E. Murals in the Central Area (CA) zoning district require approval from the Community Revitalization Unit.

  The mechanism for approval shall be either through a contract or approval form between the building owner, artist, and Community Revitalization Unit or by registering the mural with the Community

Revitalization Unit. Said contract or approval form shall be complete and approved by the Community Revitalization Unit prior to installation of a mural.

- F. A building or sign permit is not required for murals within the Central Area (CA) zoning district.
- G. Murals outside the Central Area (CA) zoning district are allowed only if approved by City Council.

**SECTION 2.** Sections of Article 9 "Sign Standards" not included in this amendment, shall remain in full force and effect, save and except for necessary modifications to the "Table of Contents" affecting page numbering, and for necessary modifications to related terminology or phrases that have been modified by this amendment that will affect a similar modification to interrelated terminology and phrases cross-referenced in other Articles in the Unified Development Code.

**SECTION 3.** 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 provisions and such holding shall not affect the validity of the remaining portions thereof.

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

**SECTION 5.** Any person, firm, association of persons, company, corporation, or their agents, servants, or employees violating or failing to comply with any of the provisions of this article shall be fined in an amount not to exceed two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative or other remedies provided by state law, and the power of injunction as provided in V.T.C.A. Local Government Code Section 54.016 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

SECTION 6. 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, THIS THE 15<sup>TH</sup> DAY OF DECEMBER, 2020.

ORDINANCE NO. #####-2020 CASE NO. TA201101



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-10619 Version: 1 Name: CP200801 - Cottages at Dechman

Type: Ordinance Status: Public Hearing on Zoning Applications

File created: 11/16/2020 In control: Planning and Zoning Commission

On agenda: 12/15/2020 Final action:

Title: CP200801 - Concept Plan - Cottages at Dechman (City Council District 2). Concept Plan for the

Cottages at Dechman, a multi-family development with a mixture of attached and detached units on 15.91 acres. Tract 2 of Leonidas O'Gwinn Survey, Abstract No. 1105, City of Grand Prairie, Dallas County, Texas, zoned PD-20, within the IH-20 Corridor Overlay District, and generally located at the northwest corner of Dechman Dr and the IH-20 frontage road. (On November 23, 2020, the Planning

and Zoning Commission recommended approval of this request by a vote of 7-1).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A - Location Map.pdf

Exhibit B - Concept Plan.pdf
PZ Draft Minutes 11-23-2020.pdf

Date Ver. Action By Action Result

#### **From**

Monica Espinoza, Executive Assistant

#### **Title**

CP200801 - Concept Plan - Cottages at Dechman (City Council District 2). Concept Plan for the Cottages at Dechman, a multi-family development with a mixture of attached and detached units on 15.91 acres. Tract 2 of Leonidas O'Gwinn Survey, Abstract No. 1105, City of Grand Prairie, Dallas County, Texas, zoned PD-20, within the IH-20 Corridor Overlay District, and generally located at the northwest corner of Dechman Dr and the IH-20 frontage road. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-1).

#### **Presenter**

Rashad Jackson, AICP, Director of Planning and Development

#### **Recommended Action**

Approve

#### **Analysis**

#### **SUMMARY:**

Concept Plan for the Cottages at Dechman, a multi-family development with a mixture of attached and detached units on 15.91 acres. Tract 2 of Leonidas O'Gwinn Survey, Abstract No. 1105, City of Grand Prairie, Dallas County, Texas, zoned PD-20, within the IH-20 Corridor Overlay District, and generally located at the

northwest corner of Dechman Dr and the IH-20 frontage road.

#### **PURPOSE OF REQUEST:**

The applicant intends to construct a multi-family development on 15.91 acres. The Unified Development Code (UDC) requires City Council approval of a Concept Plan for Planned Development Districts. The subject property is zoned PD-20 which was approved without a Concept Plan. Concept Plans are designed to expedite the development process by working out site design issues prior to design of a project and assuring compliance with the Comprehensive Plan.

#### Project Update

At its November 9, 2020 meeting, the Planning and Zoning Commission tabled this item. Since that time, the applicant has revised the plan to include an additional access point off the I-20 frontage road and add 22 parking spaces.

#### **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-20	Fish Creek Forrest Preserve
South	PD-26	Commercial, Undeveloped
	PD-210	Single Family Residential
West	PD-20	Fish Creek Forrest Preserve
East	PD-19	Multi-Family Residential

#### PROPOSED USE CHARACTERISTICS AND FUNCTION:

The proposal is an example of Hybrid Housing, also known as build-to-rent homes, which combines elements of traditional single family and multi-family development. Hybrid Housing includes a mixture of detached and attached units on a single lot. Maintenance of individual units, common areas, and landscaping is the responsibility of a single entity.

The Concept Plan depicts 142 units at a density of 8.9 dwelling units per acre. The 15.91-acre site is accessible from Dechman Drive. A second access point for emergencies and exit only is off the I-20 frontage road. The office, fitness center, and pool are located at the entrance.

#### **ZONING REQUIREMENTS:**

Density and Dimensional Requirements

The subject property is zoned PD-20 and will be developed under the Multi-Family One (MF-1) District standards. City Council approval of a Site Plan is required.

#### **ANALYSIS:**

The City of Grand Prairie does not have standards in place for this type of housing product. Staff and the City Council Development Committee (CCDC) discussed possible opportunities to regulate Hybrid Housing and address concerns with design, building orientation of units along the right-of-way, screening, and parking. These discussions took place during the July 21, 2020 and September 21, 2020 CCDC meetings. On October 26, 2020, the Planning and Zoning Commission recommended approval of a text amendment to Appendix W to address Hybrid Housing. Since the applicant submitted the Concept Plan request before the text amendment

#### File #: 20-10619, Version: 1

has been approved by City Council, the new standards will not apply to this development.

## **RECOMMENDATION:**

At its November 23, 2020 meeting, the Planning and Zoning Commission recommended approval by a vote of 7-1.

Staff suggested that the applicant try to adhere to the hybrid housing requirements if at all possible. The applicant has submitted the attached concept plan. Noting the applicants vested rights, the Development Review Committee (DRC) generally supports the request.





**CASE LOCATION MAP** 

Case Number CP200801

**Cottages at Dechman** 



City of Grand Prairie

Development Services

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VICINITY MAP

PROJECT NO.

TMR003

CP-1

PROJECT DESCRIPTION
CASITA 2-BEDROOM AND DUPLEX 1-BEDROOM
SINGLE STORY RENTAL PROPERTY

PROJECT DATA TOTAL AREA: IMPERVIOUS AREA:

15.91 ACRES

PD-20 PD-20 RESIDENTIAL RENTAL CURRENT ZONING: PROPOSED ZONING: PROPOSED USE:

MIN. UNIT SEPARATION: 10'

UNIT TYPE 1-BEDROOM 2-BEDROOM TOTAL UNITS YIELD 42 100 142 PARKING REQUIRED: 1.25 SPACES PER 1—BEDROOM UNIT 2 SPACES PER 2—BEDROOM UNIT

1 BEDROOM UNITS -PARKING REQ. 42 53 SPACES 2 BEDROOM UNITS -PARKING REQ.

100 200 SPACES TOTAL REQUIRED 253 SPACES TOTAL PARKING SHOWN 295 SPACES

GARAGE PARKING CARPORT PARKING UNCOVERED PARKING 40 SPACES 144 SPACES 111 SPACES ADA PARKING ONSITE 6 SPACES ADA SPACES ARE EXCESS OF 253 REQ.

LEASING OFFICE 6 REG. 2 ADA
LEASING SPACES ARE EXCESS OF 253 REQ.

PARKING STALL DIMENSIONS 9'x20'

NFFA 13D.

Fire hydrants to be spaced at a maximum of 600 feet.

Standard Private Rear Yard is 8 feet and will be fenced and turfed.

| SETBACKS FOR MF-1 ZONING | FRONT | 30 FT | 45 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVERY FOOT | 64 FT + 1 FT FOR EVER

LEGEND GARAGE PARKING (40 TOTAL) -

4 BAYS

CARPORT PARKING (144 TOTAL)-

4 STALL 6 STALL

DUMPSTERS

28% OF UNITS CAN RENT GARAGES

100% OF UNITS GET 1 COVERED SPACE

11.17.2020 CITY OF GRAND PRAIRIE CASE NUMBER CP200801 CONCEPT PLAN 2121 Midway Road Carrollton, Texas 75006 972.248.7676 COTTAGES AT DECHMAN TBPE No. F-438 City of Grand Prairie, Texas



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10612 Version: 1 Name: S201102 - Wolff Multi-Family Phase 2

Type: Agenda Item Status: Planning and Zoning Items for Individual

Consideration

File created: 11/16/2020 In control: Planning and Zoning Commission

On agenda: 12/15/2020 Final action:

Title: S201102 - Site Plan - Wolff Multi-Family Phase 2 (City Council District 2). Site Plan for a multi-family

development of 326 units and eight buildings on 13.536 acres. Located at 2105 South Forum Drive, legally described as Lot 1, Block A, Forum at Sara Jane Addition, City of Grand Prairie, Dallas County, Texas, zoned Planned Development-377 District. This property is generally located south of Forum Drive and West of Sara Jane Parkway, and is within the SH 161 and I-20 Corridor Overlay District. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this

request by a vote of 7-1).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A - Location Map.pdf

Exhibit B - Site Plan.pdf

Exhibit C - Landscape Plan.pdf
Exhibit D - Building Elevations.pdf
Exhibit E - Appendix W Checklist.pdf
PZ Draft Minutes 11-23-2020.pdf

Date Ver. Action By Action Result

#### **From**

Monica Espinoza, Executive Assistant

#### **Title**

S201102 - Site Plan - Wolff Multi-Family Phase 2 (City Council District 2). Site Plan for a multi-family development of 326 units and eight buildings on 13.536 acres. Located at 2105 South Forum Drive, legally described as Lot 1, Block A, Forum at Sara Jane Addition, City of Grand Prairie, Dallas County, Texas, zoned Planned Development-377 District. This property is generally located south of Forum Drive and West of Sara Jane Parkway, and is within the SH 161 and I-20 Corridor Overlay District. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-1).

#### **Presenter**

Savannah Ware, AICP, Chief City Planner

#### **Recommended Action**

Approve

File #: 20-10612, Version: 1

#### **Analysis**

### **SUMMARY:**

Site Plan for a multi-family development of 326 units and eight buildings on 13.536 acres. Located at 2105 South Forum Drive, legally described as Lot 1, Block A, Forum at Sara Jane Addition, City of Grand Prairie, Dallas County, Texas, zoned Planned Development-377 District. This property is generally located south of Forum Drive and West of Sara Jane Parkway, within the SH-161 and I-20 Corridor Overlay Districts.

#### **PURPOSE OF REQUEST:**

The applicant intends to construct a multi-family development of 326 units and eight buildings on 13.536 acres. Any multi-family development or development in a planned development district or overlay district requires City Council approval of a Site Plan. Development at this location requires site plan approval by City Council because the property is for multi-family use, zoned PD-377, and within the SH-161 and I-20 Corridor Overlay Districts.

#### **ADJACENT LAND USES:**

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

**Table 1: Zoning and Land Use** 

Direction	Zoning	Existing Use
North	PD-231C; PD-367	Single Family Residential; Hybrid H
South	PD-405	Undeveloped
West	PD-265A	Undeveloped
East	PD-377	Multi-Family Residential

#### **HISTORY:**

- At its June 19, 2018 meeting, City Council approved a zoning change/concept plan from Single Family-Two District, PD-29 for general retail uses, and PD-288 for multi-family and general retail uses to PD-377 for multi-family uses (case number Z180302/CP180301).
- At its July 2, 2018 meeting, the Planning and Zoning Commission approved a preliminary plat for Forum at Sara Jane Addition, which consists of two multi-family lots (case number P180303).
- At its November 20, 2018 meeting, City Council approved a site plan for Wolff Multi-Family Phase 1 a 336-unit multi-family development on 14.228 acres (case number S181102).
- At its December 3, 2020 meeting, the Planning and Zoning Commission approved a final plat for Forum at Sara Jane Addition, which consists of two multi-family lots (case number P181205).

#### PROPOSED USE CHARACTERISTICS AND FUNCTION:

The 326-unit multi-family development will be accessible from the main access point on South Forum Drive with an additional exit only drive approximately 500 feet west of the main entry. There is a third point of access, between phases 1 & 2, which is labeled for emergency use only. The Site Plan depicts six four-story residential buildings, internal green spaces, a one-story clubhouse, maintenance building, and a dog park. Other amenities include a pool, fitness center, and entertainment areas.

#### **ZONING REQUIREMENTS:**

Density and Dimensional Requirements

The subject property is zoned PD-377 for multi-family uses; development is subject to the standards in PD-377

and Appendix W. The applicant is required to replat the property to show all easements that will be on site. The following table evaluates the density and dimensional standards of the proposed development.

**Table 2: Density and Dimensional Requirements** 

Standard PD-377 AppendixProv			ixProvideo	l Meets?
Max. Density (Units Per Acre)		26	24.08	Yes
Min. Living Area (SF)		600	600	Yes
Min. Living Area 1 Bedroom (SF)		600	600	Yes
Max. Single-Bed Units (%)		60	58	Yes
Two Bedroom Units (%)			35	N/A
Three Bedroom Units (%)			7	N/A
Min. Area (SF)		12,000	589,625	Yes
Min. Width (Ft.)		100	447	Yes
Min. Depth (Ft.)		120	1148	Yes
Min. Forum Drive Setback (Ft.)	30		30	Yes
Min. South Setback (Ft.)	90		90	Yes
Min. West Setback (Ft.)	90		90	Yes
Min. Setback between Phases (Ft.)	20		20	Yes
Max. Height (Ft.)	40		35' 7"	Yes

#### Parking

The table below evaluates the parking requirements. The proposal meets the required total parking spaces, covered parking spaces, and garage parking spaces.

**Table 3: Parking Requirements** 

Standard	Required	Provided	Meets
1.25 Parking Spaces	s/O <sub>2</sub> 36		
2 Parking Spaces/Ty	wo-226		
2 Parking Spaces/Tl	nre:48		
Total Parking Space	es 510	582	Yes
Garage Spaces (% c	of T25	25	Yes
Carport (% of Total	) 25	25	Yes
Guest (% of Total)	10	10	Yes
Tandem (% of Total	l)	25	

### Landscape and Screening

The property is subject to landscape and screening requirements in PD-377, Appendix W, and Article 8 of the UDC. The proposal meets City requirements. The property provides walkable open space, along with a dog park. The table below summarizes these requirements.

**Table 4: Landscape Requirements** 

Standard	Required	Provided	Meets
Landscape Area (SF)	88,444	88,444	Yes
Open Space (SF)	176,887	176,887	Yes
Trees	177	177	Yes

File #: 20-10612, Version: 1			
Shrubs	1,769	1,769	Yes
Private Yards	50	57	Yes
Dumpster Enclosure	Masonry enclosure	Masonry enclosure	Yes

### Exterior Building Materials

The exterior building materials include stone, board and batten fiber cement panels, pre-stained fiber cement lap siding, reverse board and batten fiber cement panels. The building elevations meet the requirements of Appendix W.

### **Project Amenities**

Appendix W requires multi-family developments to provide amenities from three categories:

- Environmentally friendly features.
- High-quality features or designs.
- Technology.

The table below summarize the amenities included in the project.

**Table 5: Appendix W Amenities** 

Category	Tier	Amenity
Environmentally Friendly Featur		Smart Technology
Environmentally Friendly Featur		Electric car charge station
Environmentally Friendly Featur		High efficiency windows
Environmentally Friendly Featur		Office workspace
Environmentally Friendly Featur		Eco - friendly roofing material
Environmentally Friendly Featur	es 2	Recycling Program
Environmentally Friendly Featur	es 2	Walking/jogging trails
Environmentally Friendly Featur	es 3	Additional insulation
Environmentally Friendly Featur	es 3	LED or Low-Wattage Lighting
Environmentally Friendly Featur	es 3	Bicycle Parking
Environmentally Friendly Featur	es 3	Native plantings
Environmentally Friendly Featur	es 3	Outdoor Recreation Spaces with Co
Environmentally Friendly Featur	es 3	Dog Park
High-Quality Features or Design	s 1	Quartz Countertops
High-Quality Features or Design	s 1	Upgraded Flooring
High-Quality Features or Design	s 1	Upgraded Woodwork
High-Quality Features or Design	s 1	Upgraded Cabinetry
High-Quality Features or Design	s 2	Upgraded Light Fixtures
High-Quality Features or Design	s 2	Walk-in Closets
High-Quality Features or Design	s 2	Upgraded Bathroom and Kitchen H
High-Quality Features or Design	s 2	Full-Size Stainless-Steel Major App
High-Quality Features or Design	s 2	Arched Forms
Technology	N/A	Wi-Fi Internet Access in Common.
Technology	N/A	USB ports
Technology	N/A	App - Communication
Technology	N/A	App- Enabled Electronics

#### **EXCEPTIONS OR APPEALS:**

The applicant is requesting the following variances:

- 1. Exception from carport standards: Appendix W requires that covered parking have roof supports encased in masonry and roofing material similar to the residential buildings. The applicant is providing no masonry and a metal roof.
- 2. <u>No pedestrian connection with Phase 1</u>: PD-377 requires at least one concrete pedestrian path connection point shall be provided between each phase. The applicant is providing no connections.

#### **ANALYSIS:**

During Phase 1 of the Wolff Multi-family project, City Council approved the application with carports that did not meet the carport standards required by Appendix W. Staff does not object to the variance request as it will continue the same architectural theme approved in Phase 1. Additionally, with the site configuration that is proposed, covered parking will be adequately screened from the right-of-way, easing any concerns about visual integrity.

Additionally, the owner is requesting a variance to the pedestrian connection required by PD-377. The owner is considering the properties as two separate entities that are self-sufficient and sustaining. Each phase is equipped with numerous amenities, outdoor activity spaces, and independent trails systems, thus allowing them to be similar yet separate apartment complexes. The owner wants to retain the ability to sell the projects later separately, if needed. City staff does not object to the request.

#### **RECOMMENDATION:**

The Planning and Zoning Commission recommended approval with the following condition:

The developer is required to add masonry to carport roof supports without reducing the number of parking spaces and landscape area.

The Development Review Committee (DRC) recommends approval.





**CASE LOCATION MAP** 

S201102 - Site Plan Wolff Multi-Family Phase 2



City of Grand Prairie

Development Services

**(**972) 237-8255

www.gptx.org

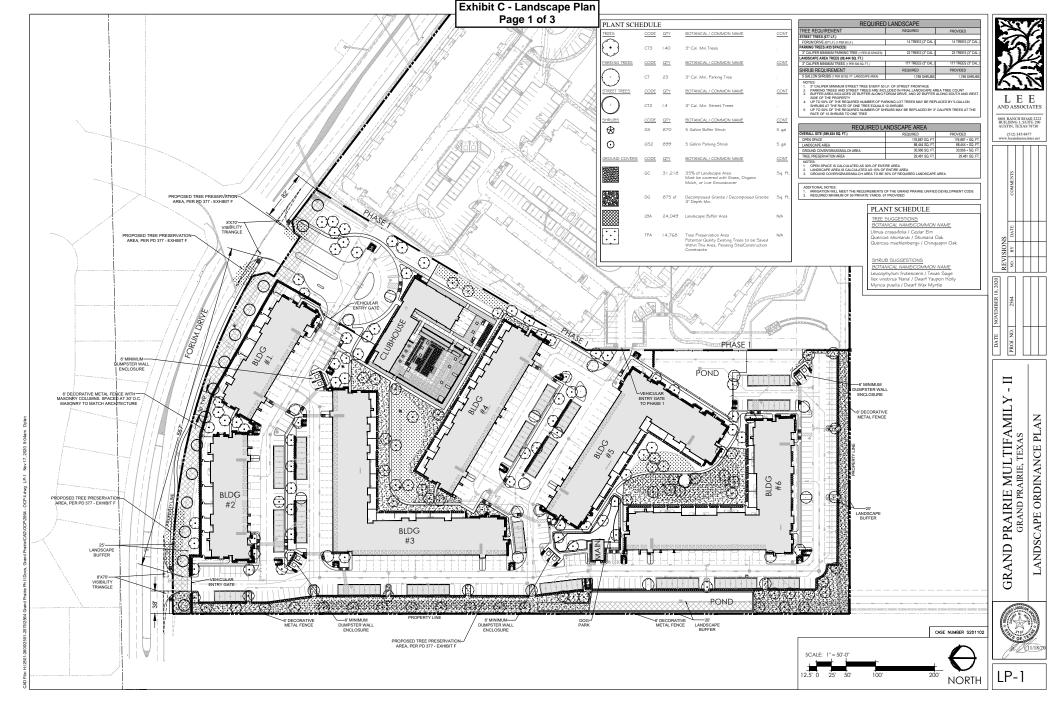
Exhibit B - Site Plan Page 1 of 2 SITE DATA TABLE PARKING BREAKDOWN CITY OF GRAND PRAIRIE GPS BENCHMARKS REFER TO GEOTECH REPORT PREPARED BY ECS SOUTHWEST, LLP. ECS PROJECT No. FORUM AT SARA JANE ADDITION BLOCK A, LOT 1 Required Provided GPS MONUMENT NO. 38 - 2016 UPDATE: LINE TABLE LINE TABLE ZONED: PD-377 / USE: MULTI-FAMILY % of total spaces % of req'd spaces No. 3 BARS SPACED - 3600 PS (28 DAYS BUILDING SETBACKS 15% 28% 144 6,937,638.01 2,420,360.82 564.65 76.5 PROPOSED FIRE HYDRANT LINE # BEARING DISTANCE LINE # BEARING DISTANCE urface Carport 25% 127.5 26% 131 Fast: 20 West: 90 Guest (surface unco 10% 51 10% 51 DECOMPOSED GRANITE N89"53"25"F 68.03 N33'27'13"E 11 77 12 526 AC 127.5 25% 128 STATION DESCRIPTIONS iarage LOT SIZE L2 S12'59'13"E 27.56 N79'53'47"E 20.72 589.625 SE Fandom 25% 127.5 25% 128 THE STATION IS A TOP SECURITY ROD MONUMENT WITH ALUMINUM CAP STAMPED "OPS 38" SET IN WELL WITH AN ALUMINUM TOTAL UNITS 326 SITE BOUNDARY UNITS Total Required 100% 510 L3 S33°27'13"W 12.00 S52'35'20"E 66.67 SUBGRADE COMPACTED TO A MINIMUM 95% OF 24.08 DU/AC 114% 582 CANTILEVERED BALCONY Total Provided (TANDEM PARKING OVERHAND ACCESS COVER (MISSING) SET FLUSH WITH GROUND NEAR A WITNESS MARKER. REQUIRED PARKING RATIO L4 S56'32'47"E 81.00 DRIVATE VARDS 1 DEDDOOM 1.25 /DWELLING SITE UNIT TOTALS TANDEM DARKING urface Uncovered 9 (2 Leasing STATION LOCATION: 11.5'x20' (MIN.) SCALE: 1" = 50' REDROOM 2.00 /DWELLING 1 DEDPOOM 189 urface Carport STATION IS LOCATED APPROXIMATELY 85 FEET EAST OF THE CENTERLINE OF WATERWOOD DRIVE AND APPROXIMATELY 42 FEET NORTH OF THE CENTERLINE OF MAYFIELD ROAD. MAPSCO 61-E. 3 BEDROOM 2 DD /DWELLING BEDROOM 113 HC Garage AREAS TO PRESERVE SELECT QUALITY TREES PAVEMENT SECTION BEDROOM 24 OTAL UNITS 326 100% PERCENTAG EX. 5' WATERWOOD DAVE SOLIARE FEET 176.888 SI GPS MONUMENT NO. 51 - 2016 UPDATE: ROVIDED SIDE WALK 6,932,247.54 2,420,583.24 533.01 PERCENTAGE 38.34% SQUARE FEET 226,045 SI ELEVATION: ECHINE AT SARA JAME ACCUTION TAL IMPERVIOUS AREA 363,580 SI STATION DESCRIPTION: ONCOR ÉASEMENT THE STATION IS A TOP SECURITY ROD MONUMENT WITH ALUMINUM CAP STAMPED "GPS 51" SET IN WELL WITH AN ALUMINUM ACCESS COVER (MISSING) SET FLUSH WITH THE GROUND. OTAL DECLINE S10 SPACE 582 SPACES TAL PROVIDE GRAND PRAIRIE VENTURE, LLC BUILDING 1 - 3 STORIES / HEIGHT ZONED: PD-377 USE: MF VISIBILITY MISITOR REA (TOTAL/FOOTPRINT) 39.312 / 13.104 S VICINITY MAP ENTRY TRIANCI UNITS Parks reg'o RELOCATED STATION LOCATION: FV CHARGER OWER POLE STATION IS LOCATED 6 FEET MORTH FROM THE BACK OF CURB OF THE MORTH FRONTAGE ROAD OF LH. 20, ACROSS FROM THE INTERSECTION OF MATTHEW ROAD AND 60 FEET SOUTHWEST FROM A POWER POLE, MAPSCO 61-10. WATER EASEMENT 2 BEDROOM (41.9%) 20' BUILDING CC#202000007454 inkelmann SETBACK 3 REDROOM (9.7%) REA (TOTAL/FOOTPRINT) 39,312 / 13,104 SI 18.75 PROP. DUMPSTERS & 30' BUILDING 2 REDROOM (41 9% EX. GATE FOR EMERGENCY **ENCLOSURES** SETRACK 3 REDROOM (9.7%) DETENTION POND RELOCATED ACCESS ONLY 50.75 W/EASEMENT ED: USE: POWER POLE **×** BUILDING 3 - 3 STORIES / HEIGHT: 35' - 9 RY PLAT & 93,912 / 31,304 SI 6' WROUGHT-IRON-37.5 PRIVATE 2 REDROOM (51.4%) YARDS 3 BEDROOM (8.1%) 125.5 SIDEWALK REA (TOTAL/FOOTPRINT) 55,299 / 18,433 SF 25' LANDSCAPE PRAIRIE #201800; 1 REDROOM (70% 43.75 BUFFFF 2 REDROOM (30%) DUMPSTERS & 3 REDROOM (0%) **ENCLOSURES** SS 73.75 △=30'06'49' 76,926 / 25,642 SF 1ST FLOOR R=1,005.00 UNITS Parks reg'd GARAGE L=528.21 CB=N75'03'11' 1 REDROOM /59 3% 47.5 4' DECORATIVE METAL FENCE 2 BEDROOM (31.4%) CL=522. 3 BEDROOM (9.3%) 12 V CHARGER 99.5 LOT 1 13.536 ACRES BUILDING 6 - 3 STORIES / HEIGHT: 35' 82.740 / 27.580 SI 589.625 SQ. F PROP 4 UNITS Parks reg'd SIDEWALE PRIVATE YARDS 2 BEDROOM (18.4%) PRIVATE PHASE EXAS 3 BEDROOM (7.9%) 110 PRIVATE S CLUBHOUSE - 1 STORY/ HEIGHT: 15' - 3 1/2" YARDS 9,901 SF MAINTENANCE BUILDING - 1 STORY / HEIGHT: 12' - 7 PROP. 703 SE ' SIDEWALK PLAN -FAMILY SIDEWALK IMPACT ZONE: NORTH . DIMENSIONS ARE TO FACE OF CURB U.O.N. FR 90' BUILDING SETBACK ш 2 TYPICAL PARKING STALLS ARE Q'YIR' TRANSFORMER 3. CITY GPS MONUMENTS #38 & #51 MUL' AND PAD (TYP.) This property is in Dallas County. F 8 According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48113C0445L, dated March 21, 2019, this property is within Flood Zone X. WOL VISIBILITY TRIANGI F Zone X - Areas determined to be outside the 0.2% annual chance A GNO9 This flood statement does not imply that the property and/or the PROP. DUMPSTERS & DUMPSTERS & 6' DECORATIVE SMITH LAND structure thereon will be free from 4' DECORATIVE DETENTION POND flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be **ENCLOSURES** ASSOCIATES I VOLUME 84013, PAGE 2372 METAL FENCE METAL FENCE OWNER /DEVELOPER FNGINFFR-W/EASEMENT BY PLAT & 20' LANDSCAPE KIW GRAND PRAIRIE II
VENTURE, LLC
6710 E. CAMELBACK RD, SUITE 110 WINKELMANN & ASSOCIATES 6750 HILLCREST PLAZA DRIVE, SUITE 215 DALLAS, TEXAS 75230 20' LANDSCAPE **EXIT ONLY GATE** 6' WROLIGHT-IRON FENCE C-01.00 ZONED: PD-265A ENTRY FOR USES: SF/MF EMERGENCY & SCOTTSDALE, AZ 85251 (972) 490-7090 CASE NUMBER: \$201102 not create liability on the part of the

Exhibit B - Site Plan Page 2 of 2

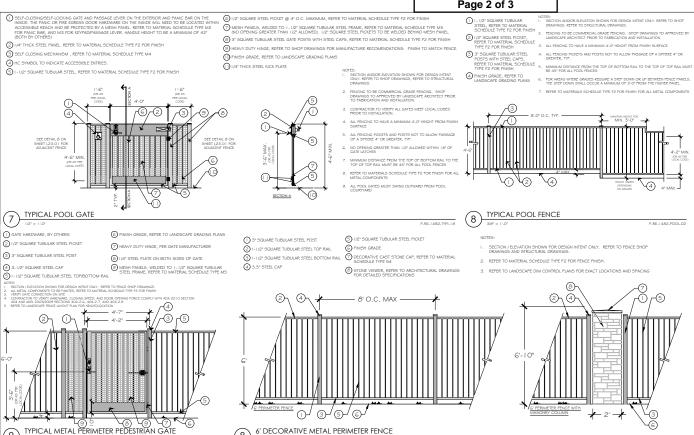








#### Exhibit C - Landscape Plan Page 2 of 3



(8)

P-RE-1482-TYPI-09

AND ASSOCIATES

8601 RANCH ROAD 2222 BUILDING 1, SUITE 290 AUSTIN, TEXAS 78730 (512) 345-8477 www.leeandassociates



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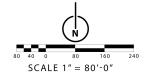
PRAIRIE MULTIFAMILY GRAND PRAIRIE, TEXAS

RAND I



Exhibit C - Landscape Plan Page 3 of 3





# GRAND PRAIRIE MULTIFAMILY

Grand Prairie, Texas
Conceptual Landscape Plan





#### Exhibit D - Building Elevations Page 1 of 15





North Elevation

Plan NW Perspective (13)

Top Plate - Building VII Top Plate - Building VII Second Level - Building VII +110'-8 1/2" Second Level - Building VII -First Level - Building VII First Level - Building VII UNIT B2 UNIT B2 UNIT B2

West Elevation

TYPE VII WEST ELEVATION				
MATERIAL	S.F.	9		
TOTAL FACADE AREA	2,696 S.F.	100		
STONE	0 S.F.	0		
BOARD & BATTEN	837 S.F.	31		
REVERSE BOARD & BATTEN	1,031 S.F.	38		
LAP SIDING (8" COLOR 2)	192 S.F.	8		
LAP SIDING (4" COLOR 5)	134 S.F.	5		
GLASS	462 S.F.	17		
HM/GARAGE DOORS	40 S.F.	11		

















GAF TIMBERLINE UHD







COLUMN AND BEAM



Elevation Material Legend



Building Type VII - Keyplan (30)

A471

THE HOLL TO COMPANY

2020041 NCuellar

11.16.2020

7

Wolff Grand Prairie Phase XXX S. Forum Drive Grand Prairie, TX

#### Exhibit D - Building Elevations Page 2 of 15



South Elevation



Plan SE Perspective



East Elevation

TYPE VII SOUTH ELEVATION			
MATERIAL	S.F.	%	
TOTAL FACADE AREA	6,607 S.F.	100%	
STONE	346 S.F.	5%	
BOARD & BATTEN	608 S.F.	9%	
REVERSE BOARD & BATTEN	1,658 S.F.	25%	
LAP SIDING (8" COLOR 2)	1,538 S.F.	23%	
LAP SIDING (4" COLOR 5)	217 S.F.	4%	
GLASS	1,400 S.F.	21%	
HM/GARAGE DOORS	840 S.F.	13%	

TYPE VII EAST ELEVATION		
MATERIAL	S.F.	%
TOTAL FACADE AREA	2,504 S.F.	100%
STONE	0 S.F.	0%
BOARD & BATTEN	782 S.F.	31%
REVERSE BOARD & BATTEN	940 S.F.	38%
LAP SIDING (8" COLOR 2)	284 S.F.	11%
LAP SIDING (4" COLOR 5)	122 S.F.	5%
GLASS	336 S.F.	13%
HM/GARAGE DOORS	40 S.F.	2%















COLOR 5 SILVA STAR





PLYGEM 1500 SERGES









Elevation Material Legend

Building Type VII - Keyplan

THE HOLL TO COMPANY

2020041 NCuellar

11.16.2020

XXX S. Forum Drive Grand Prairie, TX

COLUMN AND BEAM

**Exhibit D - Building Elevations** Page 3 of 15



TYPE IX WEST ELEVATION 2		
MATERIAL	S.F.	%
TOTAL FACADE AREA	7,631 S.F.	100%
STONE	1,153 S.F.	15%
BOARD & BATTEN	532 S.F.	7%
REVERSE BOARD & BATTEN	1,966 S.F.	26%
LAP SIDING (8" COLOR 2)	1,422 S.F.	19%
LAP SIDING (4" COLOR 5)	308 S.F.	4%

2,250 S.F. 0 S.F.

GLASS HM/GARAGE DOORS



8340 Meadow Road Suite 150 Dallas, Texas 75231 Telephone: 214-363-5687 Fax: 214-363-9563



7

Wolff Grand Prairie Phase XXX S. Forum Drive Grand Prairie, TX

W THE HATH THE COMPANY

2020041 NCuellar

0 S.F. 0%	(02) Perspective Plan	NW A			MM/GARAGE DOORS	U.S.F. U%
		grinder geogr	un same	actual and corons	SOME STONE   MONEY MONEY MAN ARTISTS   MONEY M	adde 13
				V V		Top Plate - Building II +130'-6"
						Third Level - Building II +121'-5"
						Second Level - Building II +110'-8 1/2'  First Level - Building II +100'-0'
UNI UNI UNI	B5 UNIT B1 B5 UNIT B1 B5 UNIT B1	UNIT A3 UNIT A3 UNIT A3 UNIT A3 UNIT A3 UNIT A3	UNIT 81 UNIT 81 UNIT 81	UNIT B1 UNIT B1 UNIT B1	UNIT C1 UNIT C1 UNIT C1	-





COLOR 1 ROOKWOOD TERRA COTTA SW-2803

TYPE IX NORTH ELEVATION 2

7 369 S F 100% 945 S.F.

533 S.F. 7% 30% 16% 5% 29% 0%

1 127 S.F.

385 S.F. 2,160 S.F.

MATERIAL TOTAL FACADE AREA

BOARD & BATTEN

REVERSE BOARD & BATTEN LAP SIDING (8" COLOR 2)

LAP SIDING (4" COLOR 5) GLASS

HM/GARAGE DOORS



COLOR 4 ELEPHANT EAR SW-9168







COLOR 5 SILVA STAR





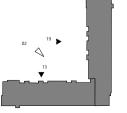
GAF TIMBERLINE UHD



SCREEN, BALCONY WALLS AND SOFFITS





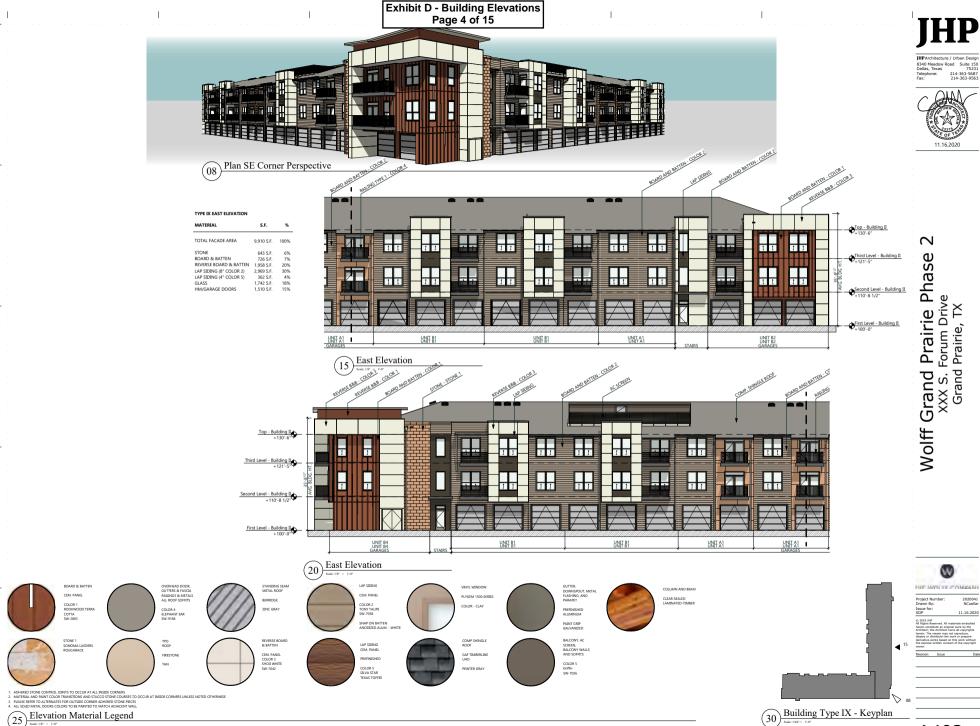


Building Type IX - Keyplan (30)

Elevation Material Legend

OVERALL ELEVATIONS - BUILDING TYPE IX - (BLDG. #3)

A491



Wolff Grand Prairie Phase XXX S. Forum Drive Grand Prairie, TX

7

CASE NUMBER S201102

W

2020041 NCuellar





A461

2020041 NCuellar

#### Exhibit D - Building Elevations Page 7 of 15







7

(02)	Plan	SE	Pers	pectiv	e









COLOR 1 ROOKWOOD TERRA COTTA SW-2803



COLOR 4 ELEPHANT EAR SW-9168



TYPE VI EAST ELEVATION

TOTAL FACADE AREA

BOARD & BATTEN

REVERSE BOARD & BATTEN LAP SIDING (8" COLOR 2)

LAP SIDING (4" COLOR 5)

HM/GARAGE DOORS

S.F.

2,689 S.F.

852 S.F.

3.08 S.F.

132 S.F.

40 S F

32% 38% 11% 5% 13% 1%



COLOR 2 TONY TAUPE SW-7038









COLUMN AND BEAM

Elevation Material Legend

TYPE VI SOUTH ELEVATION

TOTAL FACADE AREA

REVERSE BOARD & BATTEN LAP SIDING (8" COLOR 2)

LAP SIDING (4" COLOR 5)

HM/GARAGE DOORS

BOARD & BATTEN

9,593 S.F.

634 S.F. 7% 15% 27%

253 S.F.

1.610 S.F.



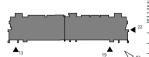






GAF TIMBERLINE





Building Type VI - Keyplan

W

THE HOLL TO COMPANY

2020041 NCuellar

Project Number: Drawn By: Issue for: SDP

Exhibit D - Building Elevations Page 8 of 15



8340 Meadow Road Suite 150 Dallas, Texas 75231 Telephone: 214-363-5687 Fax: 214-363-9563



REAL COORS AND C	4 Roof Plate - Building 8		Prairie, TX
South Elevation 1    South Elevation 1   South	North Elevation  North Elevation  North Elevation  North Elevation	us and the state of the state o	and XX S. L
	4 Roof Plate - Building 8		d Roof Plate - Building 8 +130-6*  Third Level - Building 8

RMING TIPE 1: COLOR A COMP SHINGLE ROOF North Elevation -1 1 1 1 1 1 1 3 Third Level - Building 8 +121'-5" 1 1 1 1 2 Second Level - Building 8 +110'-8 1/2" Unit A2 Unit A2 Unit A1 Unit A1 Unit A2 Unit A2 Unit A2 Unit A2 Unit B2 Unit B2 UNIT B2 UNIT B2

PLYGEM 1500 SERIES

North Elevation 19



TYPE VIII SOUTH ELEVATION 1

MATERIAL

STONE

TOTAL FACADE AREA

BOARD & BATTEN REVERSE BOARD & BATTEN

LAP SIDING (8" COLOR 2)

LAP SIDING (4" COLOR 5) GLASS

HM/GARAGE DOORS

S.F.

2710 S.F. 100%

0 S.F.

843 S.F. 1,039 S.F. 31% 38% 8% 5% 17% 1%

192 S.F.

134 S.F. 462 S.F.

40 S.F.

TYPE VIII NORTH ELEVATION

TOTAL FACADE AREA

BOARD & BATTEN

REVERSE BOARD & BATTEN LAP SIDING (8" COLOR 2)

LAP SIDING (4" COLOR 5)

HM/GARAGE DOORS

S.F.

9188 S F

694 S.F.

866 S.F. 1769 S.F. 9% 19% 25% 4% 21%

2330 S F

279 S.F. 1920 S.F.

1330 S.F.

MATERIAL



COLOR 4 ELEPHANT EAR SW-9168







TYPE VIII WEST ELEVATION 1

MATERIAL

STONE

TOTAL FACADE AREA

BOARD & BATTEN REVERSE BOARD & BATTEN

LAP SIDING (8" COLOR 2)

LAP SIDING (4" COLOR 5) GLASS

HM/GARAGE DOORS

S.F.

2 710 S F 100%

0 S.F.

911 S.F. 1,039 S.F.

192 S.F. 134 S.F. 394 S.F.

0% 34% 38% 8% 5% 14% 1%

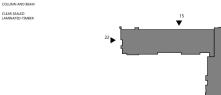














Building Type VIII - Keyplan (30)

Elevation Material Legend

A481

W

THE HOLL TO COMPANY

2020041 NCuellar

West Elevation 1



Exhibit D - Building Elevations Page 10 of 15 N



XXX S. Forum Drive Grand Prairie, TX

THE HOLL TO COMPANY

2020041 NCuellar

1 t 1 t 1 1 1 1 Third Level - Building V t t Second Level - Building V +110'-8 1/2" -1 1 1 1 11 1 1 UNIT A4 UNIT A4 UNIT A4 UNIT B4 UNIT B4 UNIT B4 H ORRIDOR UNIT A4 UNIT A4 UNIT A4 UNIT A2 UNIT A2 UNIT A1 UNIT A1 UNIT A1 STAIRS STAIRS STAIRS UNIT B2 UNIT B2 UNIT B1

East Elevation



13) Plan NW Perspective



North Elevation 1

TYPE V NORTH ELEVATION 1		
MATERIAL	S.F.	%
TOTAL FACADE AREA	2656 S.F.	100%
STONE	0 S.F.	0%
BOARD & BATTEN	853 S.F.	32%
REVERSE BOARD & BATTEN	991 S.F.	37%
LAP SIDING (8" COLOR 2)	192 S.F.	7%
LAP SIDING (4" COLOR 5)	134 S.F.	5%
GLASS	446 S.F.	17%
HM/GARAGE DOORS	40 S.F.	2%

TYPE V EAST ELEVATION		
MATERIAL	S.F.	%
TOTAL FACADE AREA	7,703 S.F.	100%
STONE BOARD & BATTEN REVERSE BOARD & BATTEN LAP SIDING (8" COLOR 2) LAP SIDING (4" COLOR 5) GLASS	1,143 S.F. 700 S.F. 1,698 S.F. 1,859 S.F. 325 S.F. 1,938 S.F.	15% 9% 22% 24% 4% 25%
HM/GARAGE DOORS	40 S.F.	1%



















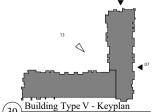
GAF TIMBERLINE UHD











(30`

A451

Elevation Material Legend

Exhibit D - Building Elevations Page 11 of 15 Plan SE Perspective (02)BOARD MO BATTAN COLOR! LAP SIDING Top Plate - Building V







7

Wolff Grand Prairie Phase XXX S. Forum Drive Grand Prairie, TX





#### TYPE V SOUTH ELEVATION # BURNE BEB. COLOR 1 TOTAL FACADE AREA 885 S.F. 516 S.F. 9% 5% 19% 27% 3% 21% 16% BOARD & BATTEN REVERSE BOARD & BATTEN 1,810 S.F. LAP SIDING (8" COLOR 2) 2,601 S.F. LAP SIDING (4" COLOR 5) 281 S.F. GLASS HM/GARAGE DOORS 2,094 S.F. 1,584 S.F. Top Plate - Building V Top Plate - Building V +130'-6" 1 1 1 1 TYPE V WEST ELEVATION 1 Third Level - Building V Third Level - Building V +121'-5" S.F. 1 1 1 1 1 î î 2,587 S.F. TOTAL FACADE AREA 100% Second Level - Building V +110'-8 1/2" Second Level - Building V +110'-8 1/2" 0% 37% 40% 8% 5% 9% 1% 0 S.F. 947 S.F. BOARD & BATTEN REVERSE BOARD & BATTEN LAP SIDING (8" COLOR 2) 1,034 S.F. 200 S.F. LAP SIDING (4" COLOR 5) GLASS HM/GARAGE DOORS 134 S.F. 232 S.F. First Level - Building V +100'-0" First Level - Building V +100'-0" 40 S F UNIT C1 UNIT C1 UNIT C1 UNIT B2 UNIT B2 UNIT B2 - GARAG



COLOR 1 ROOKWOOD TERRA COTTA SW-2803









COLOR 5 SILVA STAR





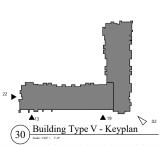




West Elevation 1







1.	ADHERED STONE CONTROL JOINTS TO OCCUR AT ALL INSIDE CORNERS
2.	MATERIAL AND PAINT COLOR TRANSITIONS AND STUCCO STONE COURSES TO OCCUR AT INSIDE CORNERS UNLESS NOTED
3.	PLEASE REFER TO ALTERNATES FOR OUTSIDE CORNER ADHERED STONE PIECES

Elevation Material Legend

W

THE HOLL TO COMPANY

2020041 NCuellar

Project Number: Drawn By: Issue for: SDP

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# Exhibit D - Building Elevations Page 12 of 15



#### North Elevation 2

#### TYPE V NORTH ELEVATION 2

MATERIAL	S.F.	%
TOTAL FACADE AREA	7,408 S.F.	100%
STONE	859 S.F.	12%
BOARD & BATTEN	531 S.F.	7%
REVERSE BOARD & BATTEN	2,258 S.F.	31%
LAP SIDING (8" COLOR 2)	976 S.F.	13%
LAP SIDING (4" COLOR 5)	456 S.F.	6%
GLASS	2,328 S.F.	31%
HM/GARAGE DOORS	0 S F	0%

#### TYPE V WEST ELEVATION 2

MATERIAL	S.F.	•
TOTAL FACADE AREA	5,589 S.F.	100
STONE	815 S.F.	14
BOARD & BATTEN	532 S.F.	10
REVERSE BOARD & BATTEN	1,455 S.F.	26
LAP SIDING (8" COLOR 2)	788 S.F.	14
LAP SIDING (4" COLOR 5)	349 S.F.	6
GLASS	1,650 S.F.	30
HM/GARAGE DOORS	0 S.F.	0



West Elevation 2





COLOR 4 ELEPHANT EAR SW-9168





COLOR 2 TONY TAUPE SW-7038



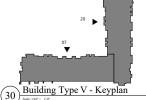


GAF TIMBERLINE UHD

PREFINISHED ALUMINUM BALCONY, AC SCREEN, BALCONY WALLS AND SOFFITS







Elevation Material Legend

OVERALL ELEVATIONS - BUILDING TYPE V - (BLDG. #6)



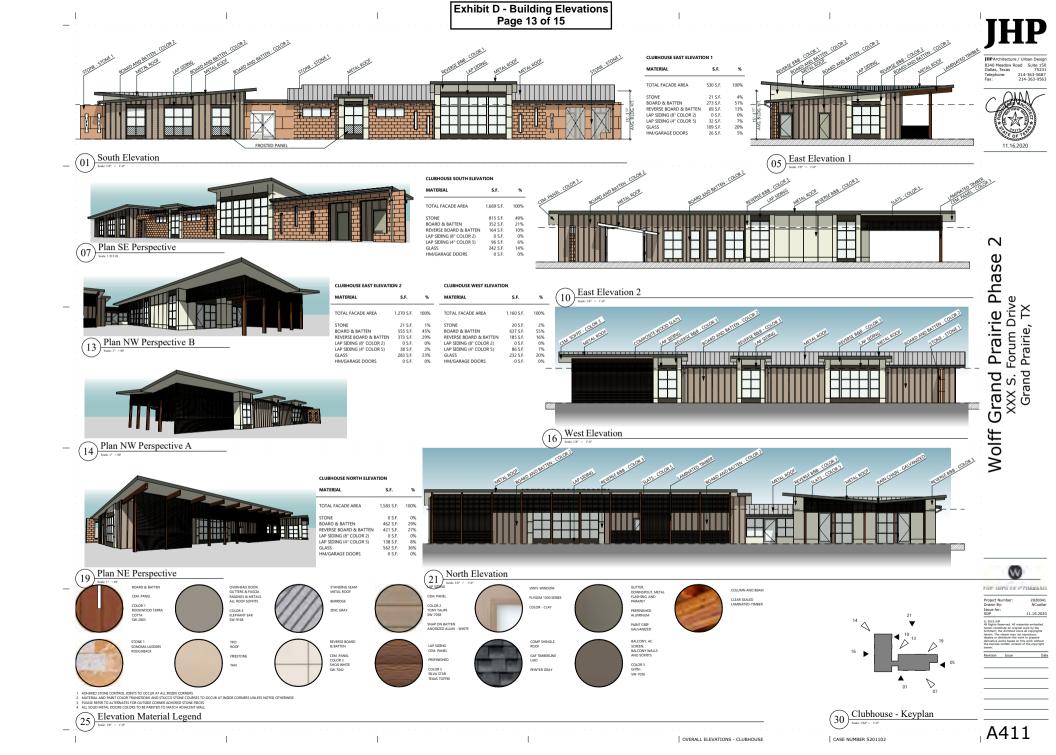
A453

THE HOLL TO COMPANY

2020041 NCuellar

XXX S. Forum Drive Grand Prairie, TX

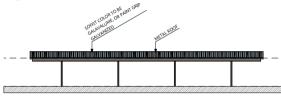
CASE NUMBER S201102



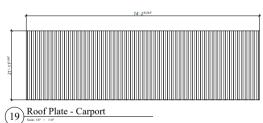
East Elevation

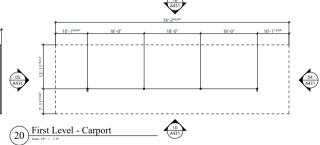
West Elevation (05)

South Elevation



North Elevation







Carport Plan SE Perspective





COLOR 4 ELEPHANT EAR SW-9168



CEM. PANEL COLOR 3 SHOJI WHITE SW-7042





LAP SIDING CEM. PANEL

COLOR 5 SILVA STAR TEXAS TOFFEI





GAF TIMBERLINE UHD





Elevation Material Legend

OVERALL PLAN AND ELEVATIONS - CARPORT

| JHP Architecture / Urban Design 8340 Meadow Road | Suite 150 Dallas, Texas | 75231 Telephone: 214-363-5687 Fax: 214-363-9563



7 Wolff Grand Prairie Phase XXX S. Forum Drive Grand Prairie, TX

THE HATH THE COMPANY 2020041 NCuellar

A431

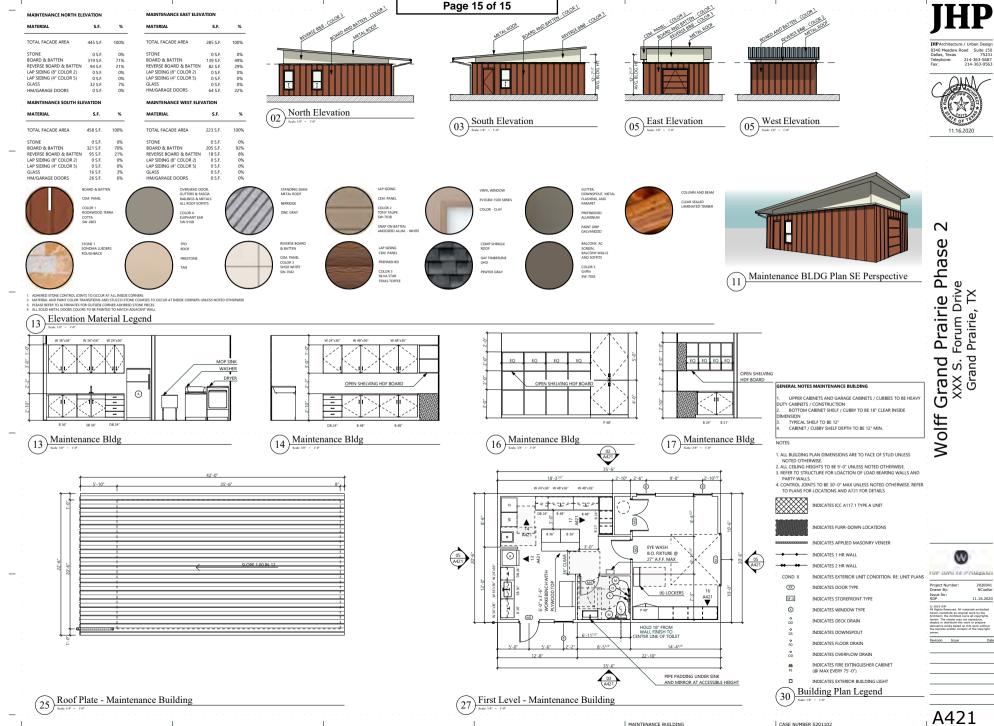


Exhibit D - Building Elevations

CASE NUMBER S201102

	nsistent v iibit A.	rith Grand Prairie UDC Appendix W, Section 3, II. F, t  Exhibit E - Appendix W Checklist Page 1 of 4  Page 1 of 4
Ca	tegory	1: Environmentally-friendly building materials, construction techniques, or other features
		k Three)
X	i.	"Smart" technology which automatically controls functions such as lights and thermostat to reduce energy loads during the day or at times of
		peak energy usage.
	ii.	Use of solar or other form of alternative energy to satisfy approximately 25% or more of on-site energy demand.
	iii.	Landscaping plan that makes use of native, drought resistant plantings not requiring the use of irrigation. In lieu of sod or turf, drought resistant
	iv.	plantings may be combined with coordinated hardscapes of high design quality and appearance for the purposes of meeting Tier I requirements.  Reservation of existing natural areas comprising 5% or more of the overall project size, with such areas incorporating quality non-invasive tree stands, habitat or riparian areas, and not including existing floodplain or other areas already protected or inherently unsuitable for development.
	v.	Permeable pavement for 10% or more of total paving.
X	vi.	Electric car charging station (minimum 2).
	vii.	High efficiency windows on residential and common buildings.
	viii.	Stormwater or grey water reclamation for on-site reuse equivalent to a minimum 100% of irrigation in accordance with section 8.4.1.11.
	r II (Picl	
X		Integration of commercial/retail/office space or live-work units.
	ii.	Permeable pavement for 5% or more of total paving.
	iii.	Roofing material with a minimum total solar reflectance of 0.70 and a minimum thermal emittance of 0.75 when measured using ASTM testing methods endorsed by the North Central Texas Council of Governments.
	iv.	Significant use of recycled or locally-sourced materials. Locally-sourced is defined as a material having its origin within 50 miles of the project.
	V.	Preservation of existing non-invasive trees with a combined canopy square footage area totaling at least 5% of the overall project size (trees can come from any portion of the site other than areas which are already projected or inherently unsuitable for development, such as floodplain).
X	vi.	Qualified recycling program available to every resident.
X	vii.	Walking/jogging trails within the development. Where possible, trails should utilize existing natural areas and provide linkages to existing or future area trail networks.
	viii.	Stormwater or grey water reclamation for on-site reuse equivalent to a minimum 50% of irrigation in accordance with section 8.4.1.11.
Tie	r III (Pic	k Five)
	i.	Additional insulation.
X	ii.	LED or low-wattage lighting.
X	iii.	Bicycle parking.
X	iv.	Use of additional native plantings totaling 10% or more of minimum landscape requirements.
	٧.	Stormwater or grey water reclamation for on-site reuse in accordance with section 8.4.1.11.
	vi.	Solar-ready building design.
	vii.	Outdoor recreation spaces with communal features such as furniture, landscaping, gardens, televisions, movie screens, BBQ grills, pergolas, areas for fitness or sports activities, and interactive water features, not including standard unheated swimming pools, which are designed for water conservation or reuse.
X	viii.	Big and small dog parks.
		: High-quality features or designs
	r I (Pick	
X	i.	Granite countertops or similar in kitchens and bathrooms.
	ii.	Upgraded flooring throughout, consisting of masonry tile, such as porcelain or travertine, wood-look tile, true hardwood, stained concrete, or deep pile carpeting.
	iii.	Minimum 10 foot ceilings in living areas, kitchen, dining rooms, hallways, bathrooms and bedrooms.
	iv.	Upgraded woodwork throughout each unit, such as crown molding, wainscot, chair rails, window and door moldings.
	٧.	Upgraded cabinetry.
	r II (Picl	
X		Arched forms separating rooms and living spaces.

- Upgraded light fixtures including recessed lighting or indirect lighting. X ii.
- Walk-in closets. X iii.
- Jetted bathtubs. □ iv.
- Upgraded bathroom and kitchen hardware, including faucets and sinks. Χ v.
- Full-size stainless steel major appliances (oven, range, refrigerator, dishwasher, microwave oven). X vi.
- 8 foot doors leading to each room of a unit. vii.

#### Category 3: Technology (Provide All)

- Integrated USB ports within all units. X a.
- X b. App-enabled functionality for door locks, lighting, thermostat, appliances, or other electronics.
- App-enabled communication between residents and management for the reporting of problems related to mechanical failures, safety X c. concerns, or noise issues.
- Wi-fi internet access provided to users of common amenities such as clubhouse, pool, walking trails, and fitness area. X d.

Consistent with Grand Prairie UDC Appendix W, Section 3, II. F, the developer has opted to provide equivalent amenities for select features. Proposed amenities are detailed in Exhibit A.

Exhibit E - Appendix W Checklist Page 2 of 4



# THE WOLFF COMPANY

# Wolff Multifamily Phase II: Multifamily Amenity Checklist Exhibit A

Consistent with Grand Prairie Unified Development Code Appendix W Section 3.II.F., the Wolff Multifamily Phase II project will provide a host of amenities for future residents. Programmed amenities are detailed below and are consistent with the Planned Development Exhibit D - Amenities.

# **Category 1: Environmentally Friendly Features**

The development will feature a mix of amenities and design feature to reduce energy use and to maximize convenience for future residents. Amenities include:

- Programmable thermostats that enable residents to program weekdays and weekends differently to reduce energy use
- The use of native planting throughout the site, estimated to result in more than a 33% reduction in water usage relative to non-native landscaping
- Four electric vehicle charging stations, including one located in front of the clubhouse for guest use and three located within the development gates for resident use
- Double pane windows that meet energy code requirements
- Integrated office space within the clubhouse for resident use. Available workstations include private conference space, private office space, and coworking-style booths.
- Integrated retail-like services with the state-of-the-art gym, including a yoga/spin studio, available to residents 24/7, a game room, complimentary coffee and specialty drinks, and ample entertainment areas, including an exhibition kitchen and a two-way, indoor/outdoor fireplace.
- Dependent on resident demand, leasing staff may also coordinate on-site services, including private fitness training, dry cleaning pick-up/drop-off services, and the like.

- Energy efficient TPO roofing in select locations
- Recycling for every resident
- Over a mile of paved pedestrian walkways throughout the site
- LED lighting
- Bicycle parking
- Outdoor recreation areas with a pool, wet deck, fire pit, and barbecues
- A 4,420 square foot dog park

# **Category 2: High-Quality Features**

The development will feature contemporary, airy living spaces with elevated fresh finishes. Thoughtful apartment details include:

- Quartz countertops
- Built-in kitchen islands to maximize storage and countertop surface area
- Modern tile kitchen backsplash and tub surrounds
- Wood-like plank flooring throughout the unit, with plush carpeting in bedrooms and adjacent closets
- Faux-wood blinds
- Built-in shelving in closets and linen nooks to maximize efficient storage opportunities
- Under cabinet lighting in the kitchen
- Dropped soffits above kitchen cabinets
- Polished chrome cabinet pulls and hardware in the kitchen and bathrooms
- Dimmable LED lighting
- Pendant lighting over built-in kitchen islands
- Spacious walk-in closets
- Full-size stainless-steel appliances

Exact features may vary from unit to unit.

# Category 3: Technology

The development will feature user-friendly technology to increase convenience for residents. Features include:

- Integrated USB ports within all units



- ButterflyMX smart video intercom at the main entry
- Online portal for resident and management communication
- Secure package concierge with email notification
- WiFi internet in the clubhouse





# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10613 Version: 1 Name: S201103 - Shady Grove Industrial

Type: Agenda Item Status: Planning and Zoning Items for Individual

Consideration

File created: 11/16/2020 In control: Planning and Zoning Commission

On agenda: 12/15/2020 Final action:

Title: S201103 - Site Plan - Shady Grove Industrial (City Council District 1). Site Plan for a 209K SF

industrial warehouse building on one lot on 12.130 acres. Being 12.130 acres (two tracts) out of the John Spoon Survey, Abstract 1326, PG 150, City of Grand Prairie, Dallas County, Texas, generally located northeast of SH 161 Service Road and W. Shady Grove Road, specifically addressed at 804 W. Shady Grove Road. Zoned LI Light Industrial and within the 161 Corridor Overlay. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-

0).

Sponsors:

Indexes:

Code sections:

Attachments: Exhibit A S201103 Location Map

Exhibit B S201103 Site Plan

Exhibit C S201103 Landscape Plan Exhibit E S201103 Elevations PZ Draft Minutes 11-23-2020.pdf

Date Ver. Action By Action Result

#### **From**

Monica Espinoza, Executive Assistant

#### **Title**

S201103 - Site Plan - Shady Grove Industrial (City Council District 1). Site Plan for a 209K SF industrial warehouse building on one lot on 12.130 acres. Being 12.130 acres (two tracts) out of the John Spoon Survey, Abstract 1326, PG 150, City of Grand Prairie, Dallas County, Texas, generally located northeast of SH 161 Service Road and W. Shady Grove Road, specifically addressed at 804 W. Shady Grove Road. Zoned LI Light Industrial and within the 161 Corridor Overlay. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

#### **Presenter**

Savannah Ware, AICP, Chief City Planner

#### **Recommended Action**

Approve

#### **Analysis**

File #: 20-10613, Version: 1

#### **SUMMARY:**

S201103 -Site Plan -Shady Grove Industrial (City Council District 1). Site plan request to authorize construction and operation for office/warehouse buildings on 12.130 acres. Being 12.130 acres (two tracts) out of the John Spoon Survey, Abstract 1326, PG 150, City of Grand Prairie, Dallas County, Texas, generally located northeast of SH 161 Service Road and W. Shady Grove Road, specifically addressed at 804 W. Shady Grove Road. Zoned (LI) Light Industrial District, with SUP-998 and within the 161 Corridor Overlay District.

#### **PURPOSE OF REQUEST:**

The applicant intends to construct a 209,424 sf. office/warehouse building on 12.13 acres. The proposed site consists of two undeveloped tracts that would be subsequently platted into one property. Site Plan approval by City Council is required for any project involving industrial uses.

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

UDC's Appendix X, Industrial Development Standards addresses potential adverse environmental, visual, and truck traffic associated with large warehouses, outside storage, distribution-logistical related developments exceeding five acres in size.

#### **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	LI	Undeveloped
South	PD-221	Warehouse/Logistics Uses
West	Commercial	Commercial and ARB Uses
East	LI	Undeveloped (Open Space)

#### **PROPOSED USE CHARACTERISTICS AND FUNCTION:**

The proposal includes one side-loaded office/warehouse-building. Tractor/trailer parking and storage is located on the eastern portion of the site facing truck court. The overhead truck docks are located on the east side of the building and faces east. The building is speculative and will be developed without specific tenants.

The site will be accessible from a commercial drive off W. Shady Grove Road with a 24' fire lane and access easement looping around the facility. The 24' fire lane and access drive shall serve 42 east orientated overhead dock doors along with 49 tractor trailer parking spaces.

#### **HISTORY**:

July 12, 2016, City Council approved Specific Use Permit-998 (Case Number SU160602/S160601) for masonry Contractor's Shop with Outside Storage within LI District. Since, the applicant/business owner (National Stone Management) partially developed the site and eventually suspended construction as planned.

#### **ZONING REQUIREMENTS:**

#### Density and Dimensional Requirements

Development is subject to the LI and Appendix X Industrial Development Standards in the UDC. The table below evaluates the density and dimensional standards of the proposed development. The proposal meets the density and dimensional requirements.

**Table 2: Site Data Summary** 

Standard	Required	Provided	Meets
Min. Lot Area (Sq. Ft.)	15,000	528,377	Yes
Min. Lot Width (Ft.)	100	488	Yes
Min. Lot Depth (Ft.)	150	1,100	Yes
Front Setback (Ft.)	25	170	Yes
Side Setback (Ft.)	30	45+	Yes
Max. Height (Ft.)	50	40.5	Yes
Max. Floor Area Ratio	1:1	040:1	Yes

#### Landscape and Screening

The property is subject to landscape and screening requirements in Article 8 and Appendix X of the UDC. Zoning Analysis Tables summarizes the requirements. The site exceeds the minimum landscape area (21% provided), number of shrubs and screening requirements. The applicant complies with the minimum number of trees, 1 per 500 sf of landscape area due to providing minimum architectural elements for primary and secondary facade.

**Table 3: Landscape & Screening Requirements** 

Standard	Required	Provided	Meets
Area (Sq. Ft.)	52,227	110,160	Yes
Trees	105 + 8 Street	133 (3" Cal)	Yes
Shrubs	1,045	1,073	Yes
Foundation Plantings	Along Primary Facades	Provided Plantings	Yes
Entrance Plantings	At Building Entrance	Provided Plantings	Yes
Truck Screening Parking	Wing Wall 4	Provided Wing Walls 17	Yes Yes
Lot Trees		(3" Cal)	

Parking will be screened utilizing living screen (street trees and shrubs) within a 30' landscape buffer.

#### Building Materials and Design

Industrial buildings greater than 50,000 sq. ft. are subject to the requirements in Appendix X of the UDC. Appendix X requires that primary facades include at least three design elements and secondary facades include at least two design elements. The tables below evaluate the design elements for each building. The proposed building elevations meet Appendix X requirements.

The building's exterior construction consists of 100% exterior masonry construction utilizing textured concrete tilt-wall panels of varying finishes and colors in compliance with required architectural articulation requirements. The construction styles consist of two accent materials along the vertical surface. 18" Cornice projection shall extend along the length of the secondary facades.

File #: 20-10613, Version: 1

Table 4A: Building Design Elements for Building A

Facade	Туре	a.	b.	c.	d.	e.	f.	g.	h.	i.	Total El	Meets
North	Seconda	Υ	Y	,							2	Y
South	Primary	Y				Y	Y				3	Y
West	Seconda	Υ	Y								2	Y
East	Seconda	iΥ	Y								2	Y

# **VARIANCES**:

No variances requested.

# **RECOMMENDATION:**

The Development Review Committee (DRC) recommends approval.

The Planning and Zoning Commission recommended approval by vote 8-0.





**CASE LOCATION MAP** 

S201103 - Site Plan Shady Grove Industrial

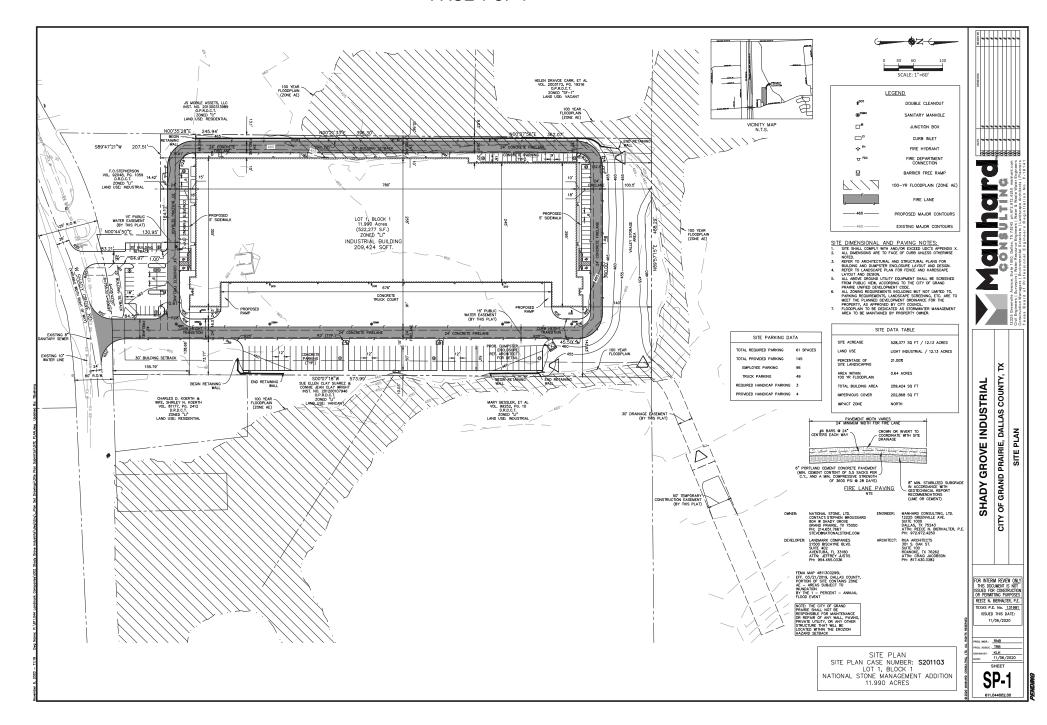


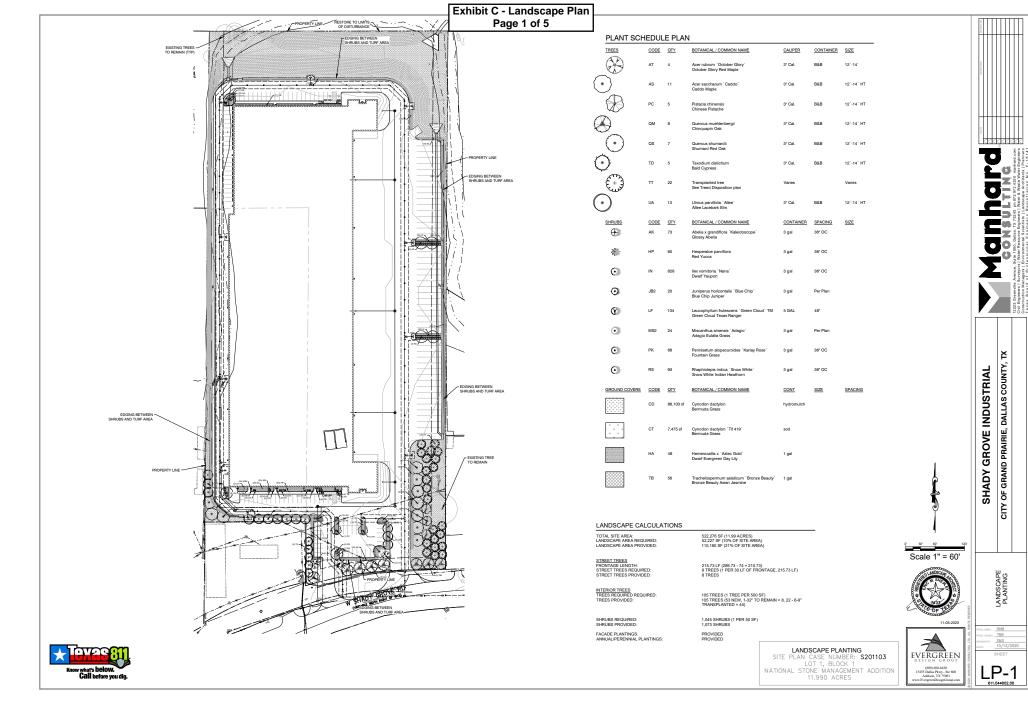
City of Grand Prairie
Development Services

**(**972) 237-8255

www.gptx.org

# EXHIBIT B - SITE PLAN PAGE 1 OF 1





SNIDING

#### PLANTING SPECIFICATIONS

- QUALIFICATIONS OF LABSCUPE CONTRACTOR

  1. ALL LANDSCUPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING BLANDSCUPE PLANTING.

  2. A LIST OF SUCCESSFULLY COME FIETD PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
- THE LANDSCAPE CONTRACTOR SHALL HIGH A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTUREA PEST CONTROL BOARD.

- ALL MANUFACTURED PRODUCTS SHALL BE NEW.
  CONTAINER AND BAILLED-AND BURLAPPED RANTS:
  FURNISH, MINSERFY-AGROUN PAINTS COMPLYING WITH ANSI 220:1-2014, PROVIDE WELL-SHAPED, FULL
  BRANCHED, HEALTHY, MODROUS STOCK FREE OF DISEASE, INSECTS, EGOS, LARVAE, AND DEFECTS
  SUCH AS KNOTS, SUN SCALD, BUNJERS, ABRISSIONS, AND DISFOLDERSHIT ALL PLANTS WITHIN A SUCH AS KNOTS, SUN SCALD, INJURIES, ADMINISTRATING DISTRICT MERCEY. SECTION SERVICES SHOULD SECTION STATE AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR

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- USED. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS. AMOUNTS. AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A
- COMMENSE OF THE STREAM AROUNDS, ARROUNDS, AND RELEASE NATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL TESTING AGROUNCY (SEE BELOW), MULCH SIZE AND THE A SHOCK TED ON PLANS, FREE FROM DELETEROUS MATERIALS AND SUITABLE AS A TREE STANDAR AND QUYING.
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  ORES. ACCEPTAGE MANUFACTURES BOX. LOCK CALLED CALL

- SOIL PREPARATION

  1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERRY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +1-0 F PRISHS (BRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER MINEDIATE.) SHOULD NAY DISCREPANCIES EXIST.

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- o.r.

  "CLAY BUSTER" OR EQUAL USE MANUFACTURER'S RECOMMENDED RATE

  TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP.

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- WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
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- FROM THE WALKS.

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  OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS. IS 1° SELOW THE FINISH.
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- CONTROL OR SHALL WINEDLY LET HENN SOUTH TIES TO THE AT THE HINDS OF THE DANDSJUFF.

  ARCHITECT, GENERAL CONTRACTOR, AND OWNER.

  6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN IT REMAINING IN THE TOP 6" OF SOIL.

- NITIALS.
  THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENS USBMITTALS SHELL INCLUDE PHOTOS OF PLANTS WITH A BULER OR MEASURING STOK FOR SCALE PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPORT AND PERTIL ZER RATES AND
- TYPES, NAL OTHER MIREMAINENTS THE TREESHINDS, LIDEY, AND SEED AREAS AS ANY BE APPROPRIATE. SHALL AS DINCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS THEE STAKES AND TES, EDDING, AND LANDSCAPE FARRICS (IF ANY). WHERE MILITIPLE TEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEMS BEING CONDIDERED.
- ERAL FLANTING.

  REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.

  ECCEPT IN AREAS TO BE PLANTED WITH GRNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES

  AT THE MANUFACTURER'S RECOMMENDED RATE.

  TRENCHING NEAR EXISTING TREES.
  - INCHING NEAR EAST ING TREES.

    CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL.

    ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND NOUL ZOME (CRCL) OF EXISTING I NEEDS, AND SMALL EXPENDED ALL PURSIBLE COME AND PRECAUTIONS TO A OWNER HOUSE PROBLEMS. THE CRCL STEP SECRET AND   - ALL EXCAVATION WITHIN THE OIZ SHALL BE FERFORMED USING HAND TOOLS. NO IMACHINE
    ALTER ALXIDMENT OF PIET O AND OIL SEE FOOTS 1-12" AND AMBIGINE MOMENTE. WHERE
    THEE ROOTS 1-12" AND LANGER IN CHAMPETER AND EXCOUNTERED IN THE FELD. TILINEEL MORE
    THEE ROOTS 1-12" AND LANGER IN CHAMPETER AND EXCOUNTERED IN THE FELD. TILINEEL MORE
    THE ROOTS 1-12" AND LANGER IN CHAMPETER AND EXCOUNTERED IN THE FELD. TILINEEL MORE
    THE ROOTS 1-12" AND LANGER IN CHAMPETER AND THE PROPERTY OF SHALL BE NOT THE FELD. THE PIED THE THE PIED.
    ALL SEVERED ROOTS 3-14LL SE HAND PRIMED WITH 5-14MP TOOLS AND ALLOWED TO ARRORY.
    DO NOT USE ANY SHOT OF SEALERS OF WOLDO PAINTS.
- DURIOTUSE ANT OUNT OF DEPLACATION FOR THE PAINTING.

  TREE PLANTING.

  TREE PLAN
- STURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO INDIVIDUAL TO A CONTROL OF THE SURROUNDING GRADE.

  RACKFUL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1

- UPON COMPANIENCE THE TIESE

  UPON COMPANIENCE OF PASTINEN, CONTRIBUCT AN EARTH WATERING BASIN AROUND THE TIESE
  COVER THE RETEXNOR OF THE TIESE HAS WITH THE WEST DAMPIER CLOTH AND DIVINESS WITH
  THE RETEXNOR OF THE TIESE HAS WITH THE WEST DAMPIER CLOTH AND DIVINESS WITH
  THE PRESENANCE, AND GROUNDCOVER PLANT OF THE TIESE DEEP THAN EACH PAINTS ROOTBULL INSTALL
  THE PRESENANCE, AND OF THE PAINTS HE CASE THE TIESE THE TI
- RIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP
- THE WEED BARRIER CLOTH IN PLACE.
  WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING
  BEDS, COVERNOR THE ENTIRE PLANTING AREA.
- DING SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN. LAY THE SOD TO FORMA SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOC
- STRIPS DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL
- WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
- CH INSTALL MULCH TOPORESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND
- DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS. IN A NEAT, ORDERLY CONDITION.
- NA NEAT, ORDERLY COMMITTED.

  BESTORED LEGALLY OF ALL EXCANATION MATERIALS OFF THE PROJECT SITE.

  BESTORED LEGALLY OF ALL EXCANATION MATERIALS OFF THE PROJECT SITE.

  UPON COMMETTION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL IPON DETERMINE THE SITE CLEAN

  FREE OF DEEPER AND THREAT AND SHAPE OFF OR SHAPE AND TO RETERMINE FINAL ACCEPTABILITY.

  SHALL THEN REQUEST AN INSPECTION BY THE OWNERY TO RETERMINE FINAL ACCEPTABILITY.

  SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO RETERMINE FINAL ACCEPTABILITY.

  THE ADMINISTRATION OF THE REPORT AND ONE PROPERTY OF THE RECEITED WORK FOR THE OWNER.

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  THE OWNER OWNER OF THE OWNER OWNER OWNER OWNER OWNER OWNER OWNER OWNER.

  THE OWNER OW
- MATISFACTION WITHIN 24 HOURS.
  THE LANDSCAPE MANIFEMANCE PREPORD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-REPORTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN BEEN RE-REPORTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AND THE AWRITEMANCE AND THE FAMILY WILL COMMENCE WILL BE SIDED BY THE OWNER, AND THE MANIFEMANCE AND THE FAMILY WILL COMMENCE.
- GUARANTE PHINDUS WILL COMMENCE.

  BOACHE MAINTENANCE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN
  ON THESE PLANS FOR WID DAYS BEYOND FINAL ACCEPTANCE OF ALL UNDISCAPE WORKEY THE
  OWNER, LANGSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SHOTS FOR THE FOLLOWING
  ACTIONS (SA SHOPPORTISCE). PROVIDEN FURNISH, CRESTANGLO OF TREES, RESETTING OF PLANTS THAT NOW SETTLED, MOWING AND AERATION OF LAWNS, WEEDING TREATING FOR INSECTS AND DISEASE, PREVAINED AND AERATION OF LAWNS, WEEDING THE ATTENDED FOR INSECTS AND DISEASE, PREVAILED FOR THE ARREST AND THE APPROPRIATE WATERING OF ALL PLANTINGS TO ALL PLANTINGS OF THE ARREST AND ARRES
- SHOULD SECRET AND OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAIN
- THE LANDECAME CONTINACTION SHALL BE RESPONSIBLE FOR WAI FRINKS THESE AREAS AND OBTAINS A FALL, HEALT HIS TAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MANIFERANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS BURST OCCUR.

  THE LANDSCAME SHALL SHOW ACTIVE, HEALTHY OROWITH (WITH EXCEPTIONS MADE FOR SEASOMAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND
- REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
  ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE. ALL HARDISCAPE SHALL BE CLEARED PROON TO FINAL ACCEPTANCE.

  SODDED AREAS MUST BE ACTIVIETY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1.1/2

  INCHES BEFORE FIRST MOWING. BARE AREAS LARGER THAN TWELVE SOUARE INCHES MUST BE
  RESODDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL SO
- NEATLY MOWED.
  PERIOD, PLANT GUARANTEE AND REPLACEMENTS. WWW. PROCE THAT CUMMENTER ON DEPLOCEMENTS

  THE CANADIDATE PROCESSOR SHARE AND REPLOCEMENTS

  THE CANADIDATE PROCESSOR SHARE AND REPLOCEMENTS

  ACCEPTANCE ON DAYS FOR AMOUNT AND THE CONTINUEND REAL REPLACE AT 80 OWN

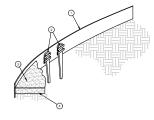
  ACCEPTANCE ON DAYS FOR AMOUNT AND THE CONTINUEND REAL REPLACE AT 80 OWN

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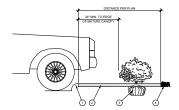
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#### Exhibit C - Landscape Plan Page 2 of 5



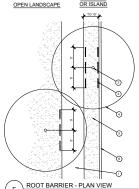
- ROLLED-TOP STEEL EDGING PER PLANS. (2) TAPERED STEEL STAKES.
- (3) MULCH, TYPE AND DEPTH PER PLANS (4) FINISH GRADE.

#### STEEL EDGING



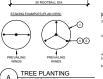
- ① CURB. 2 MULCH LAYER 3 PLANT.

#### PLANTING AT PARKING AREA



- 1 TYPICAL WALKWAY OR PAVING TREE TRUNK LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER: INSTALL PER MANUFACTURERS SPECIFICATIONS. (3)
- TREE CANOPY TYPICAL PLANTING AREA TYPICAL CURB AND GUTTER
- IOTES:

  1) INSTALL ROOT BARRIERS NEAR ALL
  NEWLY-PLANTED TREES THAT ARE LOCATED
  WITHIN FIVE (5) FEET OF PAVING OR CURBS.
  BARRIERS SHALL BE LOCATED IMMEDIATELY
  ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRA USE ROOT BARRIERS OF A TYPE THAT

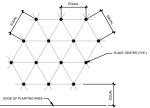


- 1 TREE CANOPY (2) CINCH-TIES (24° BOX/2° CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX2.5" CAL. TH AND LARGER). SECURE TIES OR STRAPS TO TRUI ILIST AROUS I OWEST MALION BRANCHES
- (3) 24" X 3/4" P.V.C. MARKERS OVER WIRES
- GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
- PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
- (6) TRUNK FLARE.
- (7) MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
- ROOT BALL BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
- (1) UNDISTURBED NATIVE SOIL.
- 4" HIGH EARTHEN WATERING BASIN
- JIESS.
  SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TIRE.
  SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TIRE.
  REMOVE EXCESS SOIL APPLED ON TOP OF THE ROOTBALL THAT
  COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE
  SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE
- WOTERS HE ROOT FUME. THE PANTING HOLE EITH SHALL SE BOOT HAT HE ROOT HEST HE ROOT HE



- MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
- (3) FINISH GRADE.
- (4) ROOT BALL.
- BACKFILL AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
- (6) UNDISTURBED NATIVE SOIL. 7 3" HIGH EARTHEN WATERING BASIN
- 8 WEED FABRIC UNDER MULCH.

SHRUB AND PERENNIAL PLANTING



NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA:

AL ARCA / ARC	A DIVIDER - TOTAL PL	ANIO		
NT SPACING	AREA DIVIDER	PLANT SPACING	AREA DIVIDER	
6"	0.22	18"	1.95	
8"	0.39	24"	3.46	
10"	0.60	30°	5.41	
12"	0.87	36"	7.79	
15"	1.35			

STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT SUBTRACTION

EXAMPLE: PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER STEP 1: 100 SF/1.95 = 51 PLANTS STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL

PLANT SPACING



LANDSCAPE DETAILS & SPECIFICATIONS EVERGREEN SITE PLAN CASE NUMBER: \$201103 LOT 1, BLOCK NATIONAL STONE MANAGEMENT ADDITION 11.990 ACRES



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LANDSCAP DETAILS & ECIFICATION

# × 30 30 NO DEDTY I INI THIN LANDSCAPE AREA NEAR EXISTING TREES TO REMAIN, REMOVE EXISTING UNDERSTORY VEGETATION BY HAND OR WITH LIGHT EQUIPMENT - DO NOT USE HEAVY EQUIPMEN NOTE: TREE PROTECTION FOR ANY PRESERVED OR NORTH RELOCATED TREES MUST BE PROVIDED PER DETAILS AND SPECIFICATIONS ON SHEET TD-2. THESE MUST BE UP PRIOR Scale 1" = 60'

TO THE COMMENCEMENT OF ANY WORK AND MAINTAINED

THROUGHOUT CONSTRUCTION

Call before you dig.

#### TREE PROTECTION GENERAL NOTES

- (A) PRIOR TO THE LAND CLEARING STAGE OF DEVELOPMENT. THE CONTRACTOR SHALL CLEARLY MARK ALL PROTECTED TREES FOR WHICH A TREE REMOVAL PERMIT HAS NOT BEEN ISSUED AND SHALL ERECT BARRIERS FOR THE PROTECTION OF THE TREES ACCORDING TO THE LLOWING:
  AROUND AN AREA AT OR GREATER THAN A SIX-FOOT RADIUS OF ALL SPECIES OF MANGROVES AND PROTECTED CABBAGE PALMS;
- (2) AROUND AN AREA AT OR GREATER THAN THE FULL DRIPLINE OF ALL PROTECTED NATIVE PINES.
  (3) AROUND AN AREA AT OR GREATER THAN TWO-THIRDS OF THE ORIPLINE OF ALL OTHER PROTECTED SPECIES.
  (B) NO PERSON SHALL ATTACH ANY SIGN, NOTICE OR OTHER OBJECT TO ANY PROTECTED TREE OR FASTEN ANY WIRES, CABLES, NAILS OR
- SCREWS TO ANY PROTECTED TREE IN ANY MANNER THAT COULD PROVE HARMFUL TO THE PROTECTED TREE. EXCEPT AS NECESSARY IN CONJUNCTION WITH ACTIVITIES IN THE PUBLIC INTEREST
- COMJUNCTION WITH ACTIVITIES IN THE PUBLIC INTEREST.

  (C) DURING THE CONSTRUCTION STAGE OF DEVELOPMENT. THE CONTRACTOR SHALL NOT CAUSE OR PERMIT THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE CUTSIDE PERMITERE OF THE GROWN (DRIPLING) OR ON THE MEARRY GROUND OF ANY TREE OR GROUP OF TREES WHICH IS TO BE PRESEIVED. WITHIN THE OUTSIDE PERMIETER OF THE CROWN) (DRIPLING) OF ANY TREE OR GROUP OR THE STAGE OF BUILDING STAGE OF BUILDING OF ANY TREE OR ON NEARRY GROUND, THE CONTRACTOR SHALL NOT CAUSE ON PERMIT STORAGE OF BUILDING MATERIAL ANDIOR EQUIPMENT, OR DISPOSAL OF WASTE MATERIAL SHAPED, AS PAINTS, OIL SOLVENTS, ASPIVIT. CONCRETE, MORTAN OR ANY OTHER MATERIAL MARRIELY TO THE LIFE OF THE TREE.
- NO PERSON SHALL PERMIT ANY UNNECESSARY FIRE OR BURNING WITHIN 30 FEET OF THE DRIPLINE OF A PROTECTED TREE.
  ANY LANDSCAPING ACTIVITIES WITHIN THE BARRIER AREA SHALL BE ACCOMPLISHED WITH HAND LABOR.
  PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY OR COMPLIANCE FOR ANY DEVELOPMENT, BUILDING OR STRUCTURE, ALL TREES
- (9) PROFILE DESIGNS A DESIGNATION OF THE PROFILE OF THE STEEL OF THE STEEL OF THE COUNTY ALL PRESENTED OF EDUCATION OF THE STEEL OF THE STEEL OF THE COUNTY ALL PRESENTED OF EDUCATION OF THE STEEL OF T

#### TREE LOSS REPLACEMENT GUIDELINES

A TREE APPROVED FOR PRESERVATION UNDER THIS PROVISION THAT IS LOST DURING CONSTRUCTION OR IS LOST DURING CONSTRUCTION OR IS LOST DUE TO SUBSEQUENT DAMAGE INFLICTED BY THE PROPERTY OWNER SHALL BE REPLACED ON THE PROPERTY O'THE STATE WIS THE INCHES (AS MEASURED SIX MICHES ABOVE THE GROUND) AT THE TIME OF PLAN APPROVAL. THE MERSONED SIX MONES ABOVE THE GROUND AT THE TIME OF FOWARFRONDS. THE TREE THAT ARE LOST.

#### TREE PRESERVATION GUIDELINES

- THE EXISTING ELEVATIONS WITHIN THE DRIP LINE AREA SHALL NOT BE ALTERED EXCEPT FOR THE PURPOSE OF PROVIDING ADDITIONAL TOPSOIL FOR NEW GROUND COVER. SUCH ALTERATIONS SHALL NOT RESULT IN AN INCREASE IN ELEVATION MORE THREE INCHES(3').
- THE CRITICAL ROOT ZONE OF ALL EXISTING TREES OR COMMUNITIES OF TREES TO BE PRESERVED SHALL BE PROTECTED BY APPROPRIATE PROTECTIVE FENCING DURING SITE PREPARATION AND CONSTRUCTION BY PROTIONING A PROTECTED AREA OF NON-ENCROACHMENT. THIS PROTECTED AREA SHALL BE CLEARLY LABELED ON THE LANDSCAPE PLAN AND INCLUDED WITHIN THE CONSTRUCTION DRAWINGS SUBMITTED TO THE CITY FOR APPROVAL.
- 3. THE PROTECTED AREA SHALL NOT BE USED FOR VEHICLES OR EQUIPMENT PARKING, OR MATERIALS STORAGE. NO. OIL. ASPHALT CONCRETE OR OTHER POTENTIALLY TOXIC MATERIALS SHALL BE DEPOSITED WITHIN THE PROTECTED AREA, NO SIGNS, WIRES OR OTHER ATTACHMENTS SHALL BE ATTACHED TO ANY PROTECTED TREE AND NO PROTECTED TREE SHALL BE PRUNED OR OTHERWISE DISFIGURED IN A MANNER WHICH MAY PERSONABLY LEAD TO THE JOHN OF DEATH OF THAT TREE.
- 4. A MINIMUM OF 75% OF THE PROTECTED AREA SHALL BE MAINTAINED AS PERMEABLE LANDSCAPE AREA AT EXISTING GRADES PRIOR TO A RESIDENCE OF THE REAL PRE-NATIONAL OWN MARKEN PARENTS AND A REAL PRESENCE OF THE REAL PRE-NATIONAL PROPERTY OF THE REAL PRE-NATIONAL PROPERTY OF THE REAL PRE-NATIONAL PROPERTY OF THE REAL PROPERTY
- 5. TRENCHING FOR UTILITIES SHALL NOT BE ALLOWED WITHIN THE CRITICAL ROOT ZONE OF EXISTING TREES THAT HAVE BEEN USED TO RECEIVE TREE CREDITS, AND BORING UNDER SUCH TREES MAY BE REQUIRED.

#### TREE RELOCATION GUIDELINES

- TREES SHALL NOT BE UNNECESSARILY DAMAGED DURING REMOVAL. TRANSPORT OR REPLANTING OF THE TREE
- I NELS SHILL NOT BE UNNELSSAME. TUMMASED UDGING REMOVAL, INFORSTONED ON HEPAMINING OF THE INEE.

  FINES SHILL NOT BE UNNELSSAMED, TO SHOULD BE TRANSFALLED BUNGON THAT TIME TRESS SHOULD NOT BE TRANSFALLED DIRRING PRODUCHT.

  ADEQUARE SPACES FOR ROOT AND CROWN DEVELOPMENT SHALL BE PROVIDED.

  TREES SHALL BE ROOT AND CANOPY PRINCED HIS ACCORDANCE WITH SOUND ARROBIOGULTURAL STANDARDS PRIOR TO TRANSFLANTING.

  DURING AND FOLLOWING TRANSPLANTING, THE ROOT BALL AND TRUNK SHALL BE PROTECTED. THE ROOT BALL
- MUST BE KEPT MOIST AT ALL TIMES. TRANSPLANTED TREES SHALL BE BRACED FOR A MINIMUM OF ONE (1) YEAR
- TRANSPLANTED TREES SHALL NOT BE FERTILIZED AT PLANTING TIME. BUT SHALL BE WATERED SUFFICIENTLY LINTIL THE TREE CROWTH IS RESTARI ISHED
- UNITL THE TREE GROWTH SHE REESTABLISHED.

  ALL CROWN PRINISHS SHALL BE DOEN IN ACCORDANCE WITH "THE AMERICAN NATIONAL STANDARDS INSTITUTE
  A-300. TIER SHRUB AND OTHER WOOD VP.ANT MAINTENANCESTANDARD PRACTICES," AND 72-33.3 PRINING
  PRAPHRING, MAINTAINING AND REMOVING TREES, AND CUTTING BUBI-SHAFET REQUIREMENTS OR PAIM
  PRUMING IN ACCORDANCE WITH THE STANDARDS IN, RICHARD HARRIS, ARBORICULTURE INTEGRATED
  MANAGEMENT OF LANDSCRAFT RICES, SHRUBS AND OWNEST, SA MERIODED.

#### SEE SHEET TD-2 FOR TREE INVENTORY LIST

#### MITIGATION FOR REMOVAL OF EXISTING TREES

TOTAL DIAMETER AT BREAST HEIGHT REMOVED:
MINIMUM 30% PRESERVED:
DIAMETER AT BREAST HEIGHT REMOVED PRESERVED/TRANSPLANTED:

SEE PLANTING PLANS FOR PROPOSED TREE LOCATIONS

#### LEGEND







TRANSPLANTED (SEE PLANTING PLAN FOR PROPOSED LOCATIONS

NATIONAL STONE MANAGEMENT ADDITION

11.990 ACRES



EVERGREEN

TREE DISPOSITION SITE PLAN CASE NUMBER: \$201103 LOT 1, BLOCK

NOTE: ALL TREE TRIMMING MUST BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO COMMENCEMENT OF WORK. ALL TREE TRIMMING MUST BE DONE BY AN ISA CERTIFIED ARBORIST IN ACCORDANCE WITH LOCAL TREE PRESERVATION ORDINANCE

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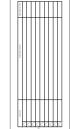
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Exhibit C - Landscape Plan

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						370	8	NOT PROTECTED	WILLOW	REMOVE	585	9	PROTECTED	ELM	REMOVE	1501		NOT PROTECTED	MULBERRY	REMOVE	
		12				371	6										17				
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	262	8	NOT PROTECTED	WILLOW	REMOVE	374	10	NOT PROTECTED	WILLOW	REMOVE	589	15	PROTECTED	ELM	REMOVE						
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1		9				377	8			REMOVE	592	6	NOT PROTECTED	WILLOW	REMOVE		15	NOT PROTECTED			
March   Marc		9				378	6					7								REMOVE	
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	269	9	NOT PROTECTED	WILLOW	REMOVE	381	8	NOT PROTECTED	WILLOW	REMOVE	596		NOT PROTECTED	WILLOW	REMOVE						
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Know what's below. Call before you dig.





SHADY GROVE INDUSTRIAL
CITY OF GRAND PRAIRIE, DALLAS COUNTY, TX

TREE INVENTORY





SITE PLAN CASE NUMBER: **\$201103** LOT 1, BLOCK 1 NATIONAL STONE MANAGEMENT ADDITION 11.990 ACRES

#### TREE PROTECTION SPECIFICATIONS

MATERIALS

1. FARRIC A FOOT HIGH ORBANGE PLASTIC FENCING AS SHOWN ON THE PLANS AND SHALL BE WOVEN WITH 2 NICH MESH OPENINGS SUCH THAT IN A VERTICAL DIMENSION OF 25 MOVES ALONG THE DIAGNALS OF THE CHANGE AND THE DIAGNALS OF THE CHANGE AND THE STREET OF TH

CONSTRUCTION METHODS

1. ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.

- EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING, AS MAY BE REQUIRED.
- PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE CRITICAL ROOT ZONE (ORZ. EDUAL TO 1'FRON THE TRUNK FOR EVERY 1'OF DBH) AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCARE CONSULTANT AND/OR CITY ARBONS, AND IN ACCORDANCE WITH THE REPAIRED BY THE CONTRACTOR DURING SITE CONSTITUCTION. TREES IN CLOSE PROXAMITY SHALL BE FENCED TOGETHER, RATHER THAN BROWNDUALLY.
- PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.
- THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.
- THE INSTALLATION POSTS SHALL BE PLACED EVERY 6 FEET ON CENTER AND EMBEDDED TO 18 INCHES DEEP. MESH FABRIC SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE FABRIC TO THE T-POSTS TO HOLD THE FABRIC IN A STABLE AND UPRICHIP POSTITION.

- STABLE AND UPWEIGH PUSITION.

  WITHIN THE CET. PL. CH. COUGLE IN THE CREE OF ANY TIEE.

  B. DO NOT CLEAR. FL. CH. CH. COUGLE IN THE CREE ANY TIEE.

  B. DO NOT CLEAR. STOODING OR HOMEN ANY JOB MATERIAL, SOIL OR RUBBEN LOUGHE THE STREAD OF THE THE BRANCH.

  CO. ON OT SET IF ANY CONSTRUCTION OPERATIONS UNDER THE TREE CANOPY, SIJULY AND THE TIEE.

  CO. DON'T MALE OF ANY OTHER TIEM TO THE TREE.

  UNDERS, BRACING OR ANY OTHER TIEM TO THE TREE.

  UNDERS, BRACING OR ANY OTHER TIEM TO THE TREE.

  UNDERS, BRACING OR ANY OTHER TIEM TO THE TREE.

  TO DINTOT MALE OF ANY OTHER TIEM TO THE TREE.

  TO SHITE TRUNKEY FROM UNSEE MATERIALS INCLUDING. TO PREVENT SUCH PROPERTIES THE TO BE PROVIDED TO PREVENT SUCH PROPERTIES THE TO BE PROVIDED TO PREVENT SUCH PROPERTIES THE TO BE PROVIDED TO STATEM OF THE TIEM.
- 8. ROUTE UNDERGROUND UTILITIES TO AVOID THE CR7. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.

### WHERE EXCAVATION IN THE VICINITY OF TREES MUST OCCUR, SUCH AS FOR IRRIGATION INSTALLATION, PROCEED WITH CAUTION, AND USING HAND TOOLS ONLY.

- 10. THE CONTRACTOR SHALL NOT CUT ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. ALL ROOTS LARGER THAN ONE INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND SEALER WITHIN 30 MINUTES.
- REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.
- TREES DAMAGED OR KILLED DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S AND LOCAL JURISDICTION'S SATISFACTION.
- ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO ITS REMOVAL, AND THE CONTRACTOR SHALL HAVE ALL REQUIRED PERMITS FOR SUCH ACTIVITIES.
- 14. COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR
- 15. IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DUING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THE SOIL WITH EIGHT INCHES FO GRAGNIC MULLOT TO MINIMIZE SOIL COMPACTION. THIS BIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
- 16. WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION
- WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.
- 18. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED.

#### TREE PROTECTION GENERAL NOTES

- (A) PRIOR TO THE LAND CLEARING STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL CLEARLY MARK ALL PROTECTED TREES FOR WHICH A TREE REMOVAL PERMIT HAS NOT BEEN ISSUED AND SHALL ERECT BARRIERS FOR THE PROTECTION OF THE TREES ACCORDING TO THE FOLLOWING:

- TREE REMOVAL PERMIT HAS NOT BEEN ISSUED AND SHALL ERECT BARRIERS FOR THE PROTECTION OF THE TREES ACCORDING TO THE FOLLOWING:

  (1) AROUND AN AREA AT OR GREATER THAN A SUCKOTT MULLIO OF ALL SPECIES OF MANDROVER AND PROTECTED DAYS OF A SUCK AND AND A SUCK AT THE STREET AND A SUCK AND A SUCK AT THE STREET AND A SUCK AND A SUCK AS A SUCK A

#### TREE RELOCATION GUIDELINES

- TREES SHALL NOT BE UNNECESSARILY DAMAGED DURING REMOVAL, TRANSPORT OR REPLANTING OF THE TREE. IF THE TREE HAS A DORMANT PERIOD, THEY SHOULD BE TRANSPLANTED DURING THAT TIME. TREES SHOULD NOT BE TRANSPLANTED DURING PERIODS OF STRONG WINDS. DRY WINTER WINDS OR DURING DROUGHT.
- 3 ADECUATE SPACES FOR POOT AND CROWN DEVELOPMENT SHALL BE PROVIDED.
- ADSCUARTS SPACES FOR ROOT AND CROWN DEVELOPMENT SHALL BE PROVIDED.
   TREES SHALL BE ROOT AND CANOPY PRIMED IN ACCORDANCE WITH SOLIND ARBORICULTURAL STANDARDS PRIOR TO TRANSPLANTING.
   DURING AND POLLOWING TRANSPLANTING, THE ROOT BALL AND TRUNK SHALL BE PROTECTED. THE ROOT BALL MUST BE KEPT MOST AT ALL TIMES.
   TRANSPLANTED TREES SHALL BE BRACED FOR A MINIMUM OF ONE (1) YEAR.

- 7. TRANSPLANTED TREES SHALL NOT BE FERTILIZED AT PLANTING TIME, BUT SHALL BE WATERED SUFFICIENTLY UNTIL THE TREE GROWTH IS REESTABLISHED.

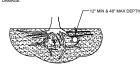
  8. ALL CROWN PRUNINGS SHALL BE DONE IN ACCORDANCE WITH "THE AMERICAN NATIONAL STANDARDS INSTITUTE
- ALL CHOWN HIGHING SHALL BE LONE IN ACCORDANCE WHIT "THE AMERICAN NATIONAL STANDARDS INSTITUTE
  A 300, TIES ENRIG AND OTHER WOOD YEART MANDENACES TANDARD PACIFICES," AND CETTALS PROMING
  REPARING MANTANING AND REMOVING TREES, AND CUTTING BRUSH-SAFETY REQUIREMENTS OR PALM
  PRINNING BA ACCORDANCE WITH THE STANDARDS BA, INCRADIN MARKS, "ARRORICAL TIME WITHERSTAND
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#### Exhibit C - Landscape Plan Page 5 of 5

TREES THAT ARE MARKED TO BE PRESERVED ON A SITE PLAN AND FOR WHICH TUILITIES MUST PASS TROUGH THEIR ROOT PROTECTION ZONES MAY REQUIRE TUNNELING AS OPPOSED TO OPEN TRENCHES. THE DECISION TO TUNNEL WILL BE DETERMINED ON A CASE BY CASE BASIS BY THE ENGINEER

TUNNELS SHALL BE DUG THROUGH THE ROOT PROTECTION ZONE IN ORDER TO



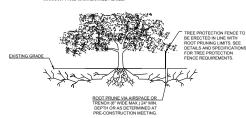
TUNNEL TO MINIMIZE ROOT DAMAGE (TOP) AS OPPOSED TO SURFACE-DUG TRENCHES IN ROOT PROTECTION ZONE WHEN THE 5' MINIMUM DISTANCE FROM TRUNK CAN NOT BE ACHIEVED.



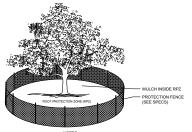
OPEN TRENCHING MAY BE LISED IF EXPOSED TREE POOTS DO NOT

#### BORING THROUGH ROOT PROTECTION ZONE

- NOTES
  1. RETENTION AREAS WILL BE SET AS PART OF THE REVIEW PROCESS AND PRE-CONSTRUCTION MEETING.
  2. BOUNDARIES OF RETENTION AREAS MUST BE STAKED AT THE PRE-CONSTRUCTION WITH A PACED POINT TO ROOT PRUNING.
- EXACT LOCATION OF ROOT PRUNING SHALL BE DETERMINED IN THE FIELD IN COORDINATION WITH THE FORESTRY INSPECTOR.
- TRENCH SHOULD BE IMMEDIATELY BACKFILLED WITH EXCAVATED SOIL OR OTHER
- TRENCH SHOULD BE IMMEDIATELY BACKFILLED WITH EXCAVATED SOIL OR OTHER ORGANIC SOIL AS SECRIFIED FOR PLAN OR BY THE FORESTRY INSPECTOR. ROOTS SHALL BE CLEANLY CUT USING VIBRATORY KINFE OR OTHER ACCEPTABLE COUPMENT. FOR PRUNING METHODS AND MEANS MUST BE IN ACCORDANCE WITH ANSI STANDARD ASSOIL AS AND ASSOIL AS A SOURCE AS A SUTHORIZED ALL PRUNING MUST BE EXECUTED AT LOS SHOWN ON PLANS OR AS AUTHORIZED
- IN WRITING BY THE FORESTRY INSPECTOR.
  SUPPLEMENTAL WATERING MAY BE REQUIRED FOR ROOT PRUNED TREES
  THROUGHOUT THE GROWING SEASON DURING CONSTRUCTION AND SUBSEQUENT WARRANTY AND MAINTENANCE PERIOD



ROOT PRUNING DETAIL

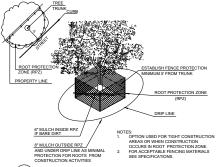


NOTES:

1. THE FENCING LOCATION SHOWN ABOVE IS DIAGRAMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND BE LIMITED TO PROJECT BOUNDARY. WHERE MULTIPLE ADJACENT TREES WILL BE ENCLOSED BY FENCING, THE FENCING SHALL BE CONTINUOUS AROUND ALL TREES.

FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS

TREE PROTECTION FENCE



TREE PROTECTION FENCE - TIGHT CONSTRUCTION

TREE DISPOSITION SPECS & DETAILS

SITE PLAN CASE NUMBER: \$201103 LOT 1, BLOCK

11.990 ACRES





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DALLAS COUNTY,

GRAND SHADY

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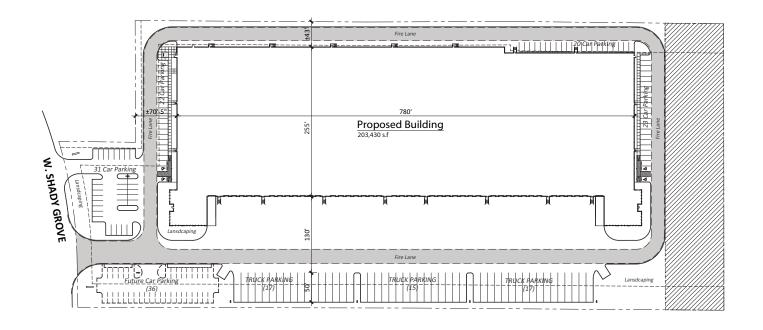
INDUSTRIAL

GROVE PRAIRIE,

# Exhibit E - Building Elevations Page 1 of 3

ALL DOORS, FRAMES AND PANEL JOINTS ON THE WEST FACADE OF THE BUILDING TO BE 3-HOUR RATED CONSTRUCTION.

REF. UL NO. WW-5-1008, PROVIDE ULTRA BIOCK BACKER ROD, AND PECCRA-DYNATROL 2 SEALAMT AT ALL JOINTS AND PEPERTATIONS THROUGH THE EAST WALL.

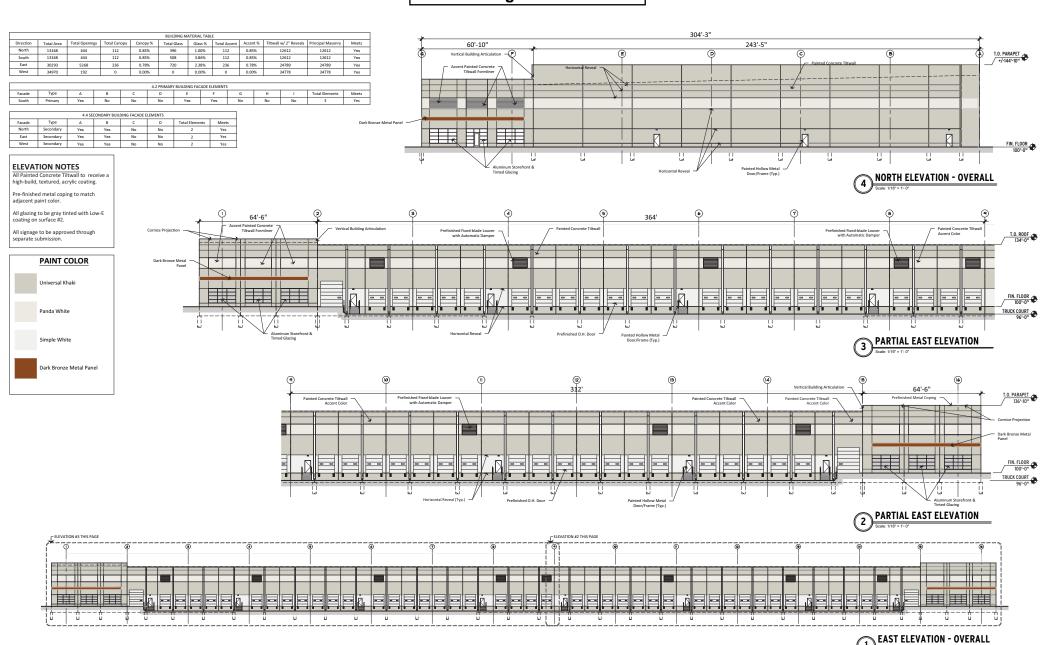








# Exhibit E - Building Elevations Page 2 of 3



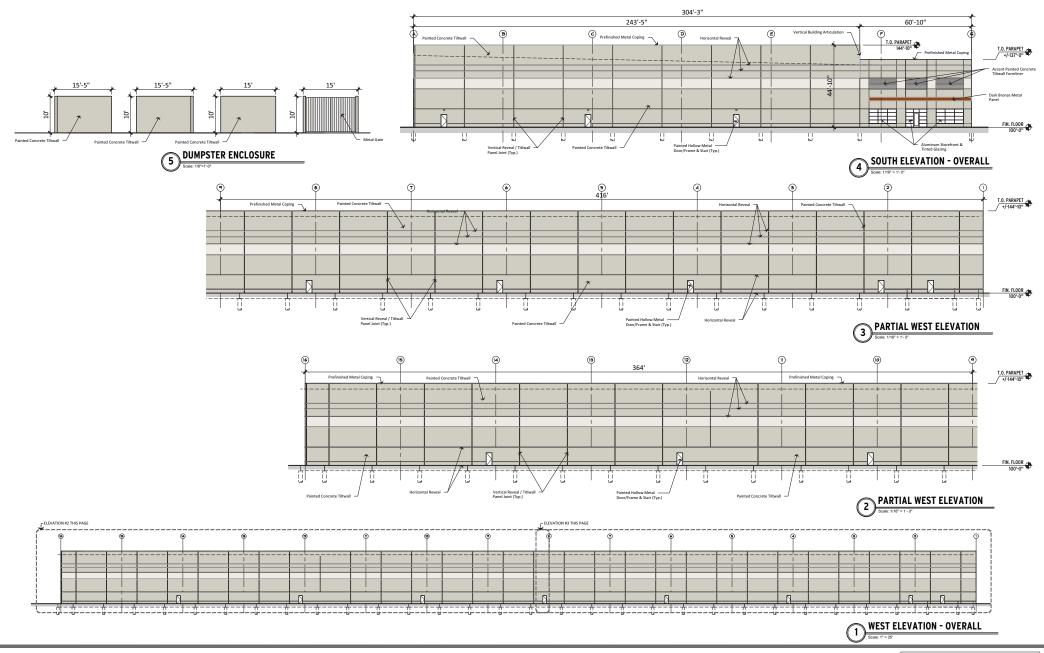




804 W SHADY GROVE

A1 - North & East Elevations Grand Prairie, TX | RGA PROJECT 20036 | 10/7/2020 A1 - North & East Elevations SITE PLAN CASE NUMBER: \$201103 LOT 1, BLOCK 1 NATIONAL STONE MANAGEMENT ADDITION 11.990 ACRES

# Exhibit E - Building Elevations Page 3 of 3







804 W SHADY GROVE A2 - South & West Elevations

Grand Prairie, TX RGA PROJECT 20036 | 10/7/2020

A2 - South & West Elevations SITE PLAN CASE NUMBER: S201103 LOT 1, BLOCK 1 NATIONAL STONE MANAGEMENT ADDITION 11.990 ACRES



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie. Texas

# Legislation Details (With Text)

File #: 20-10614 Version: 1 Name: S201104 - Springs at Grand Prairie

Type: Agenda Item Status: Planning and Zoning Items for Individual

Consideration

File created: 11/16/2020 In control: Planning and Zoning Commission

On agenda: 12/15/2020 Final action:

Title: S201104 - Site Plan - Springs at Grand Prairie (City Council District 2). Site Plan for a multi-family

development of 276 units in twelve buildings on 18.97 acres. Being 18.975 acres situated in the Charles D. Ball Survey, Abstract No. 1699 (Tract 2-15.5 acres) and the William H. Beeman Survey, Abstract No. 126 (Portions of Tracts 1&2-3.4 acres), City of Grand Prairie, Dallas County, Texas, zoned PD-288, within the SH-161 Corridor Overlay District, and generally located on the southwest of

S. Forum Drive at Sarah Jane Parkway. (On November 23, 2020, the Planning and Zoning

Commission recommended approval of this request by a vote of 7-1).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A S201104 Location Map

Exhibit B S201104 Springs Site Plan

Exhibit C S201104 Springs Landscape Plan

Exhibit D Building Elevations

PZ Draft Minutes 11-23-2020.pdf

Date Ver. Action By Action Result

#### From

Monica Espinoza, Executive Assistant

#### **Title**

S201104 - Site Plan - Springs at Grand Prairie (City Council District 2). Site Plan for a multi-family development of 276 units in twelve buildings on 18.97 acres. Being 18.975 acres situated in the Charles D. Ball Survey, Abstract No. 1699 (Tract 2-15.5 acres) and the William H. Beeman Survey, Abstract No. 126 (Portions of Tracts 1&2-3.4 acres), City of Grand Prairie, Dallas County, Texas, zoned PD-288, within the SH-161 Corridor Overlay District, and generally located on the southwest of S. Forum Drive at Sarah Jane Parkway. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-1).

#### Presenter

Savannah Ware, AICP, Chief City Planner

#### **Recommended Action**

Approve

#### **Analysis**

File #: 20-10614, Version: 1

#### **SUMMARY:**

Site plan request to authorize construction and operation for a multi-family development of 276 units in twelve buildings on 18.97 acres. Being 18.975 acres situated in the Charles D. Ball Survey, Abstract No. 1699 (Tract 2 -15.5 acres) and the William H. Beeman Survey, Abstract No. 126 (Portions of Tracts 1&2-3.4 acres), City of Grand Prairie, Dallas County, Texas, zoned (PD-405) Planned Development District-405, within the SH-161 Corridor Overlay District, and generally located on the southwest of S. Forum Drive at Sarah Jane Parkway.

#### **PURPOSE OF REQUEST:**

The applicant intends to construct a multi-family development on 18.97 acres. Development at this location requires City Council approval of a Site Plan because the property is intended for multi-family use.

The purpose of site plan approval is to ensure that development meets requirements in the Unified Development Code (UDC), provides adequate circulation, and uses quality site planning techniques. The UDC identifies criteria for evaluating proposed developments. Criteria include density and dimensional standards, landscaping and screening requirements, and architectural design for special districts. In addition to the UDC, this site shall comply with recently adopted Planned Development-405 and accommodating Concept Plan (Z200903/CP200901).

#### **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-377	Undeveloped
South	PD-29	Undeveloped
West	PD-265; PD-353	Undeveloped; Multi-Family
East	PD-288	Undeveloped

#### **ZONING HISTORY:**

- October 13, 2020: City Council approved a Zoning Change/Concept Plan (Case Number Z200903/CP200901) creating a PD-405, a Planned Development District for multi-family and commercial uses.
- July 2, 2018, The Planning and Zoning Commission approved Forum at Sarah Jane Addition, Lots 1, 2 and 3 establishing a preliminary plat on 55.597 acres (Case Number P180303).

#### PROPOSED USE CHARACTERISTICS AND FUNCTION:

The applicant intends to develop 18.97 acres for multi-family use. The Site Plan includes 276 multi-family units in 12 residential buildings and one leasing/clubhouse building. The property includes an existing pond, adjacent to pergola and outdoor grilling area. Other amenities include two pet parks and a pool adjacent to the clubhouse.

Primary access to the site is being provided by a fully divided 52 ft.-access drive connecting to Sarah Jane Parkway. A proposed secondary, emergency access point is located approximately 220' to the south of primary access drive.

#### **ZONING REQUIREMENTS:**

#### File #: 20-10614, Version: 1

#### Density and Dimensional Requirements

The subject property is zoned PD-405 with a base zoning of Multi-Family Two District; development is subject to the standards for PD-405 and for Multi-Family Two District in the Unified Development Code (UDC). The following table evaluates the density and dimensional standards of the proposed development. The proposal meets the density and dimensional requirements.

**Table 2: Site Data Summary** 

Standard	Required	Provided	Meets
Min. Lot Area Sq. Ft.	12,000	826,544	Yes
Min. Lot Width (Ft.)	100	695	Yes
Min. Lot Depth (Ft.)	120	1140	Yes
Front Setback (Ft.)	30	45	Yes
Rear Setback (Ft.)	20	45	Yes
Max. Height (Ft.)	50	31.5	Yes
Max. Density (DUA)	18	14.55	Yes
Max. One Bedroom (%)	60	38	Yes

#### Parking

The table below evaluates the parking requirements. The proposal meets the required amount of covered parking spaces, and garage parking spaces.

**Table 3: Parking Requirements** 

Standard	Required	Provided	Meets
Total Parking Spa	nc452	507	Yes
Garage	30%	30.2%	Yes
Carport	20%	20.1%	Yes

#### Landscape and Screening

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

**Table 4: Landscape & Screening Requirements** 

Standard	Required	Provided	Meets
Landscape Area (Sq. Ft.)	123,982	128,115	Yes
Trees	248	248	Yes
Shrubs	2,480	2480	Yes
Dumpster Enclosure	Masonry Enclosure	Masonry Enclosure	Yes

#### Exterior Building Materials

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

#### Appendix W Amenities

#### File #: 20-10614, Version: 1

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

**Table 5: Appendix W Amenities** 

Category	Tier	Amenity
Environmentally Friendl	y Features 1	High Efficiency Windows
Environmentally Friendl	y Features 1	Smart Technology (energy & lighting
Environmentally Friendl	y Features 1	Reservation of natural area (5%)
Environmentally Friendl	y Features 2	Roofing Material Solar Reflective
Environmentally Friendl	y Features 2	Tree Preservation (5% of Area)
Environmentally Friendl	y Features 2	Recycling Program
Environmentally Friendl	y Features 2	Walking Trails
Environmentally Friendl	y Features 3	LED or Low wattage lighting
Environmentally Friendl	y Features 3	Bicycle Parking
Environmentally Friendl	y Features 3	10% native plantings
Environmentally Friendl	y Features 3	Outdoor recreation amenities
Environmentally Friendl	y Features 3	Big and small pet parks
Technology	2	Integrated USB Ports
Technology	2	App-enabled doors, locks, thermost
Technology	2	App-enabled communication featur
Technology	2	Wi-Fi internet provided campus-site

#### **VARIANCES:**

1. The applicant is requesting a variance to UDC Article 8, Landscape and Screening Subsection 8.10.2 requiring the construction of a 'Type 2' perimeter decorative fence of wrought iron construction with masonry columns a maximum 24 feet on center.

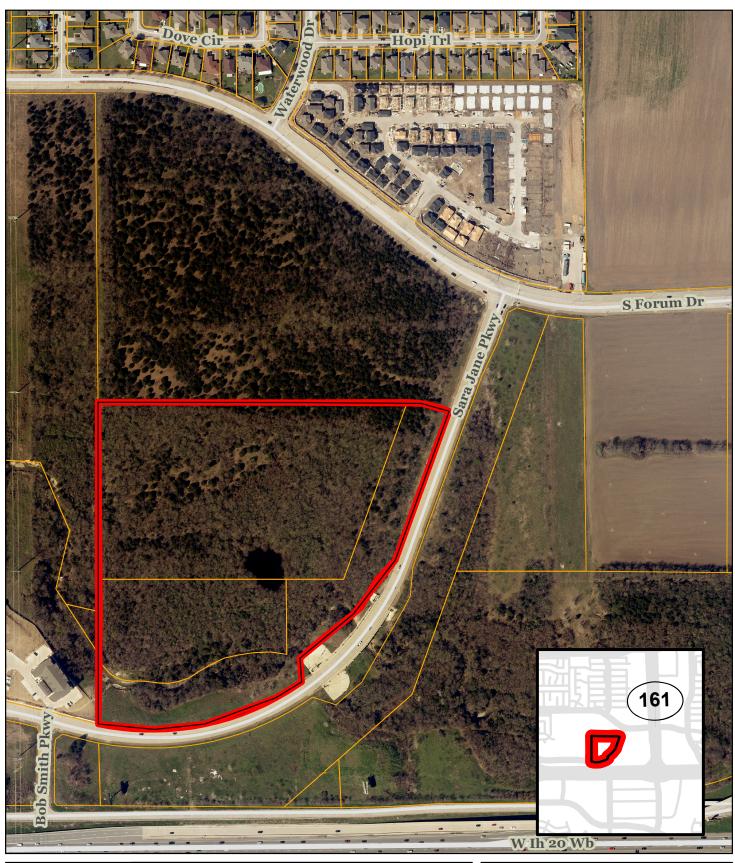
## **RECOMMENDATION:**

The Development Review Committee (DRC) recommends approval of the proposal with the following conditions:

1. The perimeter fence shall include masonry columns; and

The Planning and Zoning Commission recommended approval subject to DRC's condition by vote of 7-1

# EXHIBIT A - LOCATION MAP PAGE 1 OF 1





**CASE LOCATION MAP** 

S201104 - Site Plan Springs at Grand Prairie

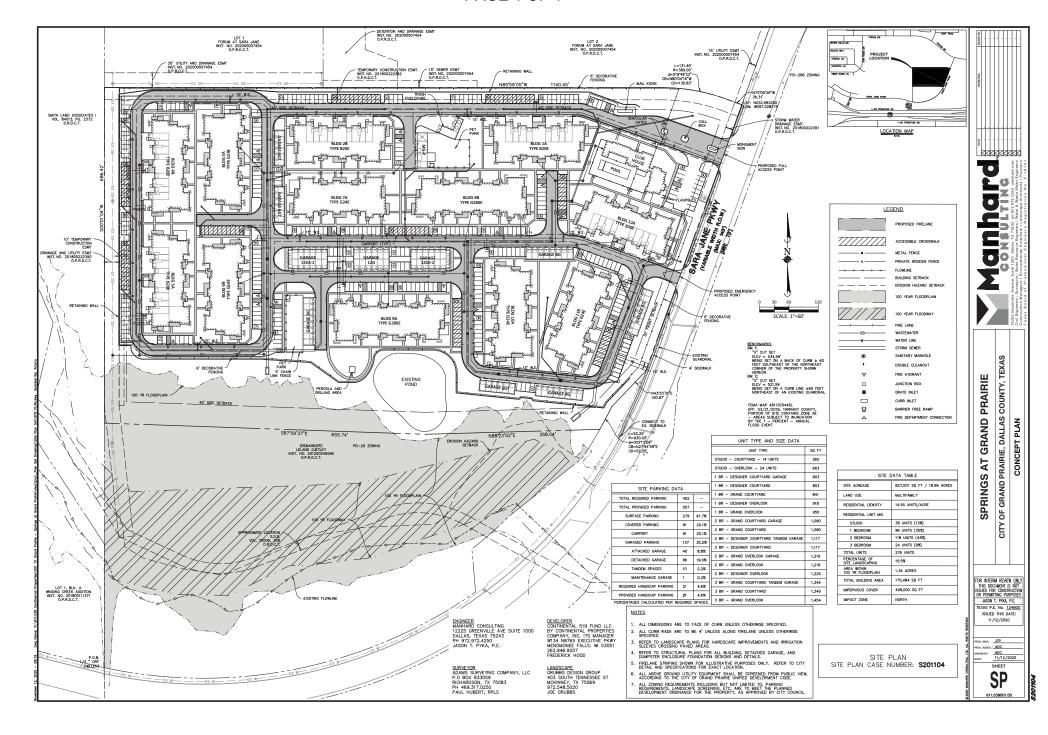


# City of Grand Prairie Development Services

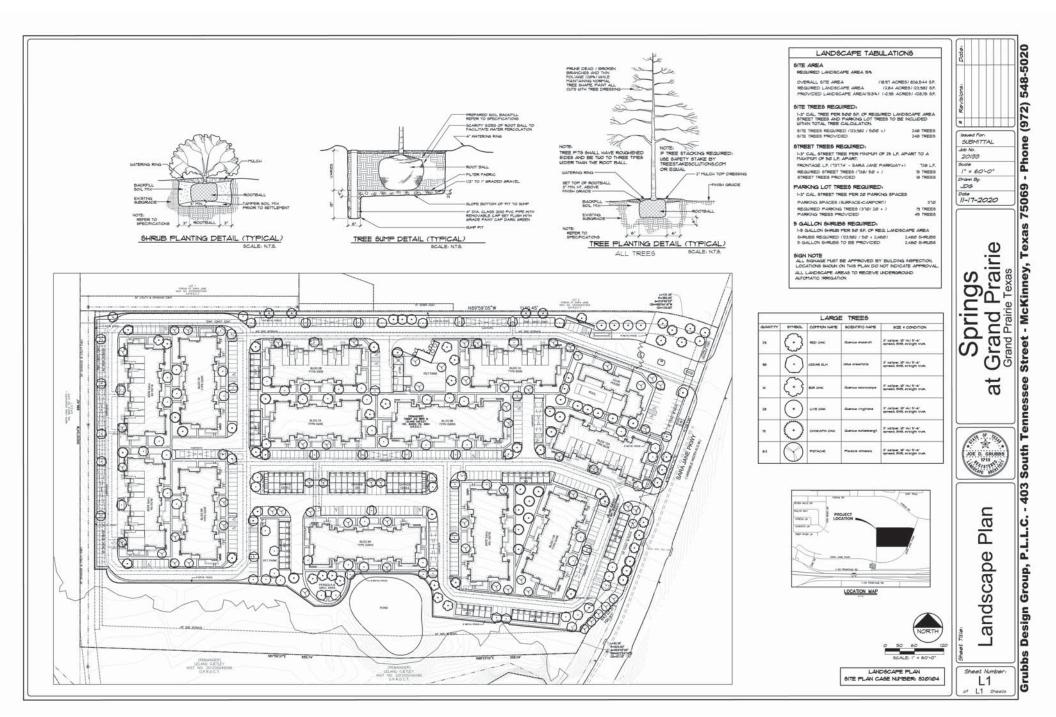
**(**972) 237-8255

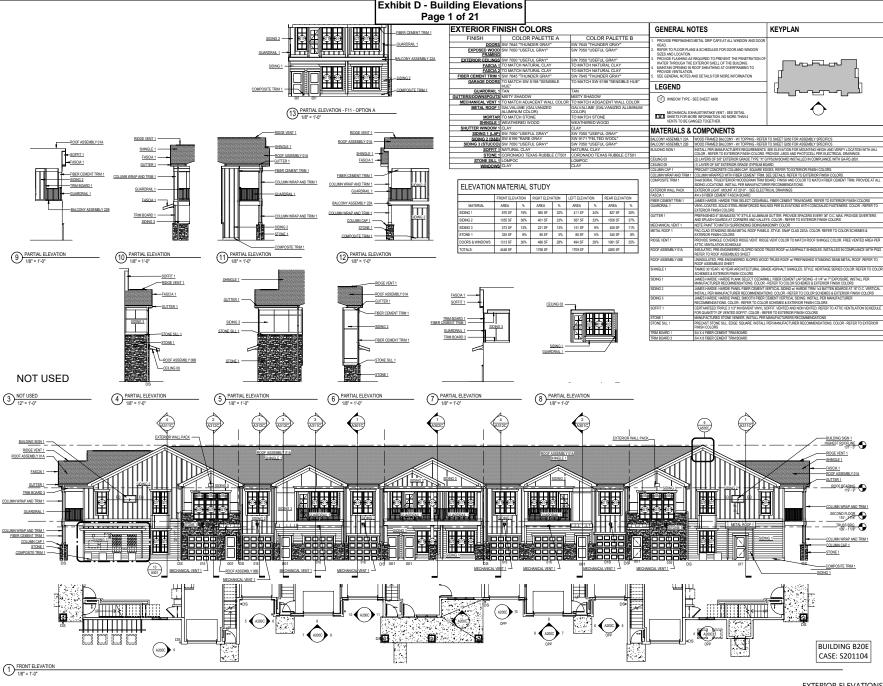
www.gptx.org

### EXHIBIT - B SITE PLAN PAGE 1 OF 1



### EXHIBIT C - LANDSCAPE PLAN PAGE 1 OF 1





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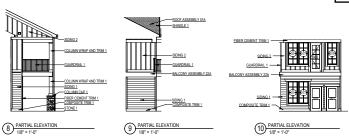
PROJECT INFORMATION

262.502.5500 \* FAX 262.502.5522

CONTINENTAL 519 FUND LLC
SARA JANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052 PROPOSED DEVELOPMENT FOR:

PRELIMINARY DATES JUNE 11, 2020 CONSTRUCTION

JOB NUMBER 1957700



FINISH	COLOR PALETTE A	COLOR PALETTE B
	SW 7645 "THUNDER GRAY"	SW 7645 "THUNDER GRAY"
EXPOSED WOOD FRAMING	SW 7050 "USEFUL GRAY"	SW 7050 "USEFUL GRAY"
	SW 7050 "USEFUL GRAY"	SW 7050 "USEFUL GRAY"
FASCIA 1	TO MATCH NATURAL CLAY	TO MATCH NATURAL CLAY
FASCIA 2	TO MATCH NATURAL CLAY	TO MATCH NATURAL CLAY
FIBER CEMENT TRIM 1	SW 7645 "THUNDER GRAY"	SW 7645 "THUNDER GRAY"
	TO MATCH SW 6198 "SENSIBLE HUE"	TO MATCH SW 6198 "SENSIBLE HUE"
GUARDRAIL 1	TAN	TAN
GUTTERS/DOWNSPOUTS		MISTY SHADOW
		TO MATCH ADGACENT WALL COLOR
METAL ROOF 1	GALVALUME (GALVANIZED ALUMINUM COLOR)	GALVALUME (GALVANIZED ALUMINUM COLOR)
MORTAR	TO MATCH STONE	TO MATCH STONE
SHINGLE 1	WEATHERED WOOD	WEATHERED WOOD
SHUTTER WINDOW 1	CLAY	CLAY
	SW 7050 "USEFUL GRAY"	SW 7050 "USEFUL GRAY"
SIDING 2 (B&B)	SW 6199 'RARE GRAY	SW 9171 "FELTED WOOL"
	SW 7050 "USEFUL GRAY"	SW 7050 "USEFUL GRAY"
SOFFIT 1	NATURAL CLAY	NATURAL CLAY
STONE 1	CORONADO TEXAS RUBBLE CT501	CORONADO TEXAS RUBBLE CT501
STONE SILL 1	LOMPOC	LOMPOC
WINDOWS	CLAY	CLAY

GENERAL NOTES	KEYPLAN
1. PROVIDE PRETINSHED METAL DRIP CAPS AT ALL WINDOW AND DOOR HEAD.  2. REFER TO FLOOR PLANS & SCHEDULES FOR DOOR AND WINDOW SEZES AND LOCATION AND COMPANY OF THE PROVIDED FLANSHING AND EXCEPTION FOR THE PRETINDING OF THE MUNICIPAL PROVIDED FLANSHING AND CONTRACT OF THE MUNICIPAL PROVIDED FLANSHING TO THE MUNICIPAL PROVIDED FLANSHING TO PROVIDE WENTILATION.  SEE GENERAL PRISE AND DETAILS FOR MUSIC REPORTATION.	
LEGEND	
(IT) WINDOW TYPE - SEE SHEET A800	
MECHANICAL EXHAUST INTAKE VENT - SEE DETAIL SHEETS FOR MORE INFORMATION. NO MORE THAN 4 VENTS TO BE GANGED TOGETHER.	
MATERIALS & COMPONENTS	

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CONTINENTAL

CONTINENTAL 519 FUND LLC W134 N8875 EXECUTIVE PARKWAY MENOMONEE FALLS, WI 53051 262 502 5500 \* FAX 262 502 5522

PROJECT INFORMATION

CONTINENTAL 519 FUND LLC SARAJANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052 PROPOSED DEVELOPMENT FOR:

PROFFSSIONAL SEAL

PRELIMINARY DATES JUNE 11, 2020

JOB NUMBER

1957700

FOR CONSTRUCTION

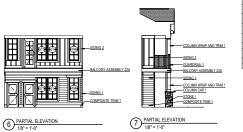
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#### MECHANICAL EXHAUSTINTAKE VENT - SEE DETAIL SHEETS FOR MORE INFORMATION. NO MORE THAN 4 VENTS TO BE GANGED TOGETHER. MATERIALS & COMPONENTS

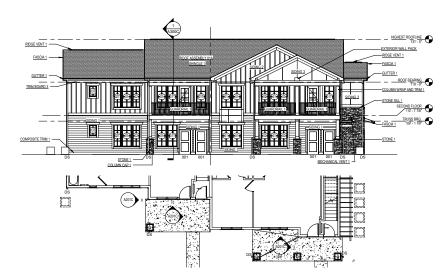
FINISH COLORS
54 X 6 FIBER CEMENT TRIM BOARS
54 X 8 FIBER CEMENT TRIM BOARS

BALCONY ASSEMBLY 22A	WOOD FRAMED BALCONY - WI TOPPING - REFER TO SHEET GOSD FOR ASSEMBLY SPECIFICS
CEILING 03	(2) LAYERS OF 5/8" EXTERIOR GRADE TYPE "X" GYPSUM BOARD INSTALLED IN COMPLIANCE WITH GA-RC-2601.
COLUMN CAP 1	PRECAST CONCRETE COLUMN CAP, SQUARE EDGES. REFER TO EXTERIOR FINISH COLORS.
COLUMN WRAP AND TRIM 1	COLUMN WRAPPED WITH FIBER CEMENT TRIM. SEE DETAILS. REFER TO EXTERIOR FINISH COLORS.
COMPOSITE TRIM 1	5/4x8 BORAL TRUEXTERIOR WOODGRAIN TRIM BOARD. FINISH AND COLOR TO MATCH FIBER CEMENT TRIM. PROVIDE AT ALL SIDING LOCATIONS. INSTALL PER MANUFACTURER RECOMMENDATIONS.
EXTERIOR WALL PACK	EXTERIOR LIGHT. MOUNT AT 2010" - SEE ELECTRICAL DRAWINGS
FASCIA 1	4/4 x 8 FIBER CEMENT FASCIA BOARD
FIBER CEMENT TRIM 1	JAMES HARDIE: HARDIE TRIM SELECT CEDARMILL FIBER CEMENT TRIM BOARD. REFER TO EXTERIOR FINISH COLORS
GUARDRAIL 1	VINYL-COATED, SOLID STEEL-REINFORCED RAILINGS PER ELEVATIONS WITH CONCEALED FASTENERS. COLOR - REFER TO EXTERIOR FINISH COLORS
GUTTER 1	PREFINISHED 6" SEAMLESS "X" STYLE ALLIMINUM GUTTER. PROVIDE SPACERS EVERY 36" O.C. MAX. PROVIDE DIVERTERS AND SPLASH GUARDS AT CORNERS AND VALLEYS. COLOR - REFER TO EXTERIOR FINISH COLORS
MECHANICAL VENT 1	NOTE PAINT TO MATCH SURRONDING SIDING MASONRY COLOR
RIDGE VENT 1	PROVIDE SHINGLE COVERED RIDGE VENT. RIDGE VENT COLOR TO MATCH ROOF SHINGLE COLOR, FREE VENTED AREA PER ATTIC VENTILATION SCHEDULE
ROOF ASSEMBLY 01A	INSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W ASHPHALT SHINGLES. INSTALLED IN COMPLIANCE WITH PR22. REFER TO ROOF ASSEMBLIES SHEET
SHINGLE 1	TAMIKO 30 YEAR / 40 YEAR ARCHITECTURAL GRADE ASPHALT SHINGLES. STYLE: HERITAGE SERIES COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
SIDING 1	JAMES HARDIE: HARDIE PLANK SELECT CEDARMILL FIBER CEMENT LAP SIDING - 8 1/4" w/ 7" EXPOSURE. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
SIDING 2	JAMES HARDIE: HARDIE PANEL FIBER CEMENT VERTICAL SIDING W HARDIE TRIM 1/3 BATTEN BOARDS AT 10° O.C. VERTICAL. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
SIDING 3	JAMES HARDIE: HARDIE PANEL SMOOTH FIBER CEMENT VERTICAL SIDING, INSTALL PER MANUFACTURER RECOMMENDATIONS, COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
STONE 1	MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURERS RECOMMENDATIONS
STONE SILL 1	PRECAST STONE SILL EDGE: SQUARE. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO EXTERIOR

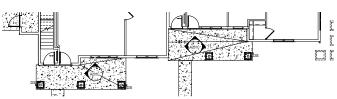
ROOF ASSEMBLY 01A SHINGLE 1		GATTER 1
COLUMN WIGHP AND TRIM 1 SDING 2 GUARDRAIL 1 BALCONY ASSEMBLY 22A	SIDING 2  GLABORAL 1  BALCONY ASSENBLY ZA	SONIG 2  SONIG 2  SONIG 2  SONIG 2  GAMPIDRAL 1  GAMPIDRAL 1  BALCONY ASSEMBLY 28
FIBER CEMENT TRIM 1 SDING 1 COLUMN CAP 1 STONE 1 COMPOSITE TRIM 1	SIDING 1 FINER CEMENT TRIM 1 COMPOSITE TRIM 1	EIBER CEMENT TRIM 1 SONG 1 SOMPOSITE TRIM 1 COMPOSITE TRIM 1 COMPOSITE TRIM 1
3 PARTIAL ELEVATION 1/8" = 1'-0"	PARTIAL ELEVATION  1/8" = 1'-0"	5 PARTIAL ELEVATION 1/8" = 1'-0"



ELEVATION	MATER	RIAL	STUDY					
	FRONT ELEV	ATION	ON RIGHT ELEVATION		LEFT ELEVATION		REAR ELEVATION	
MATERIAL	AREA	%	AREA	%	AREA	%	AREA	%
SIDING 1	520 SF	12%	565 SF	32%	411 SF	24%	827 SF	20%
SIDING 2	1524 SF	34%	401 SF	23%	567 SF	33%	1556 SF	37%
SIDING 3	752 SF	17%	221 SF	13%	151 SF	9%	456 SF	11%
STONE 1	335 SF	8%	85 SF	5%	86 SF	5%	340 SF	8%
DOORS & WINDOWS	1313 SF	30%	486 SF	28%	494 SF	29%	1081 SF	25%
TOTALS:	AMM SE		1759 SE		1700 SE		4280 SE	





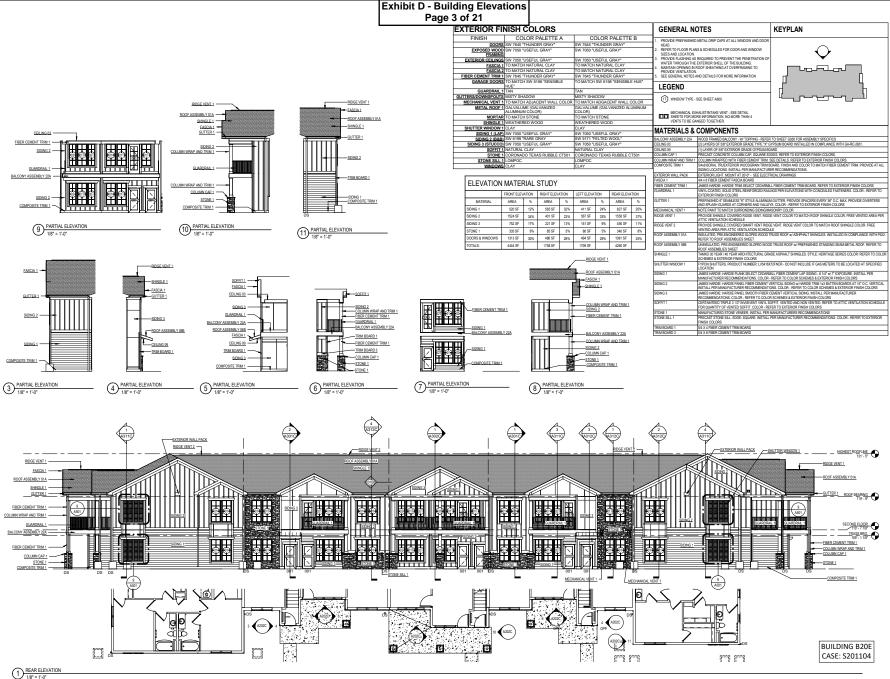


**BUILDING B20E** CASE: S201104

SHEET NUMBER EXTERIOR ELEVATIONS

RIGHT ELEVATION

LEFT ELEVATION



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CONTINENTAL

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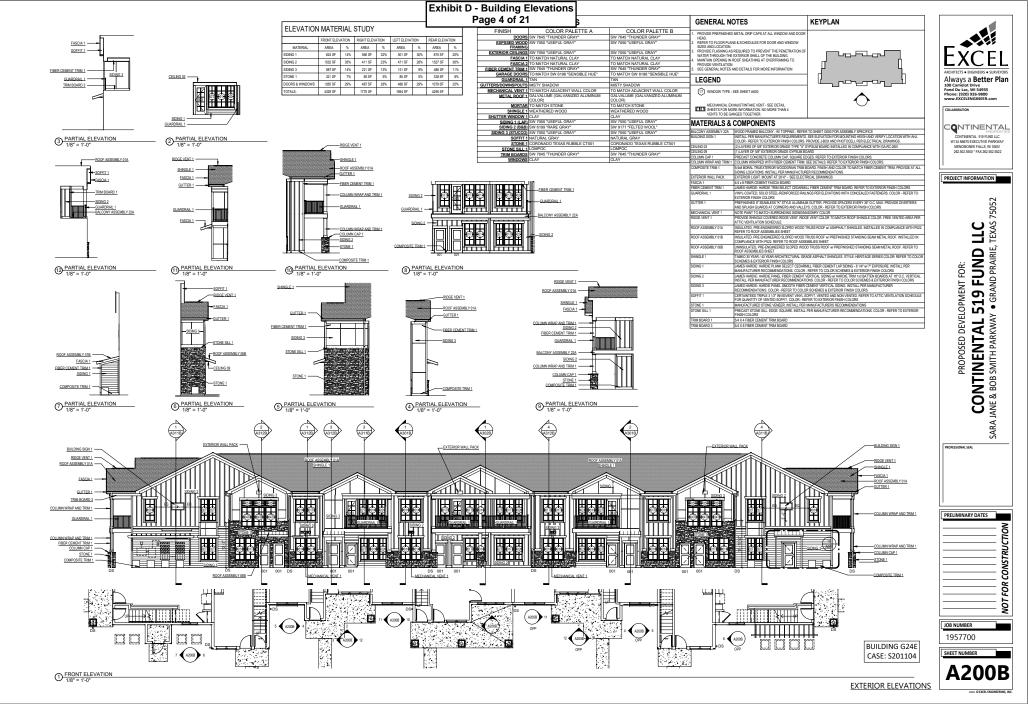
PROJECT INFORMATION

CONTINENTAL 519 FUND LLC
SARAJANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052 PROPOSED DEVELOPMENT FOR:

PROFFSSIONAL SEAL

PRELIMINARY DATES JUNE 11, 2020 CONSTRUCTION FOR

JOB NUMBER 1957700



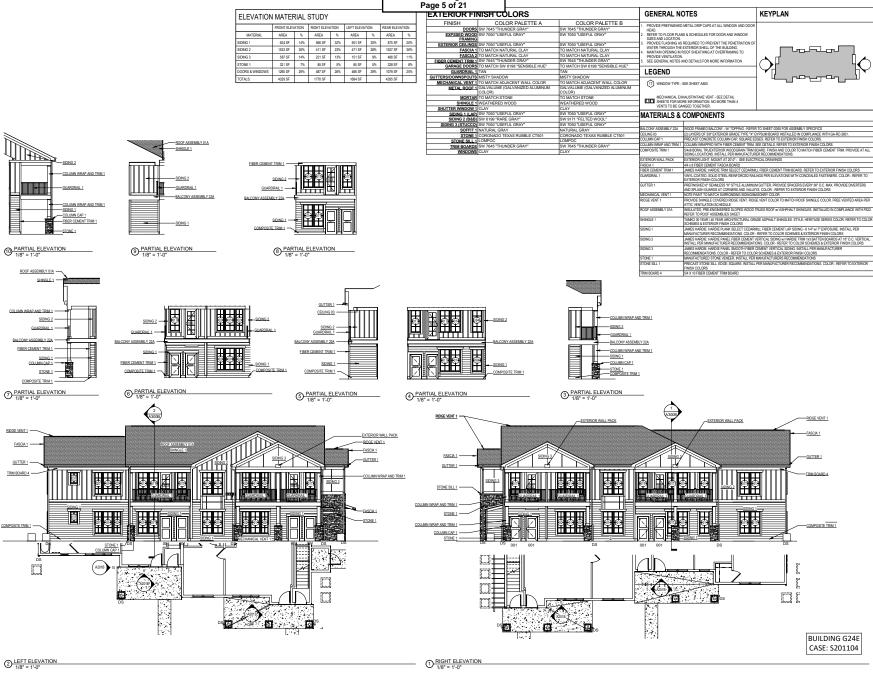


Exhibit D - Building Elevations

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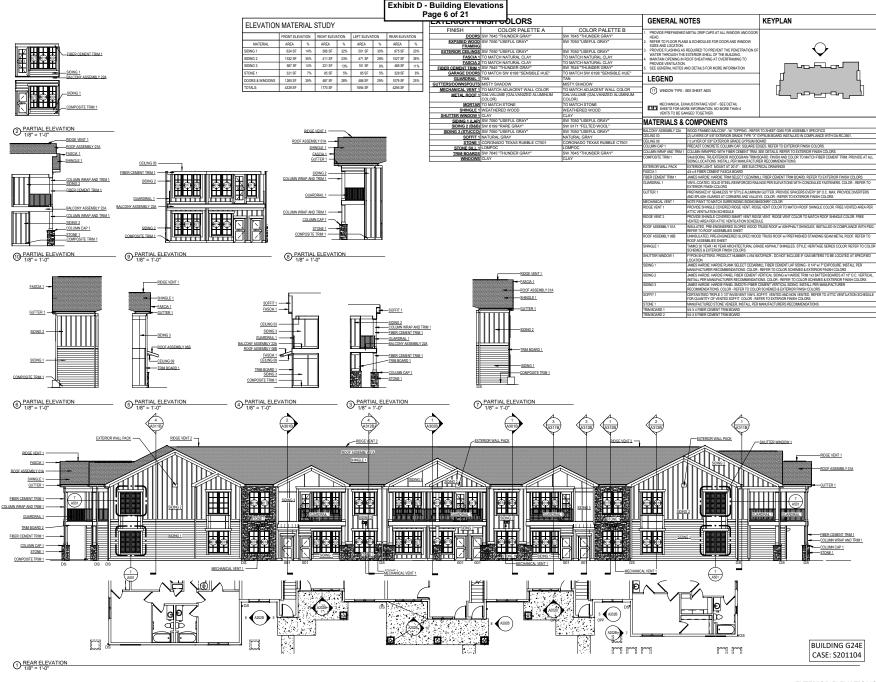
PROJECT INFORMATION

 GRAND PRAIRIE, TEXAS 75052 CONTINENTAL 519 FUND LLC SARA JANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS PROPOSED DEVELOPMENT FOR:

PROFESSIONAL SEAL

PRELIMINARY DATES CONSTRUCTION FOR

JOB NUMBER 1957700



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PROJECT INFORMATION

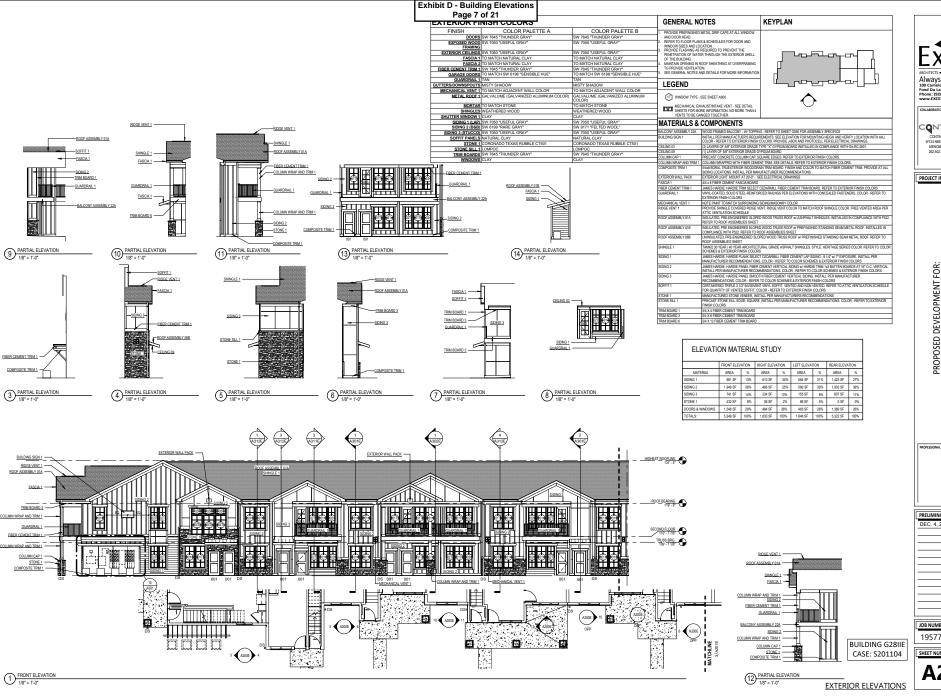
CONTINENTAL 519 FUND LLC
ANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052 SARA JANE & BOB SMITH PARKWAY

PROPOSED DEVELOPMENT FOR:

PROFFSSIONAL SEAL

PRELIMINARY DATES CONSTRUCTION FOR

JOB NUMBER 1957700



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CONTINENTAL 519 FUND LLC W134 N8675 EXECUTIVE PARKWAY MENOMONEE FALLS, WI 53051 262.502.5500 \* FAX 262.502.5522

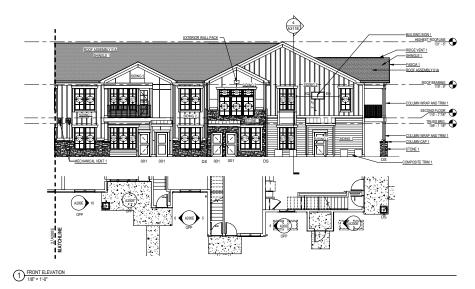
PROJECT INFORMATION

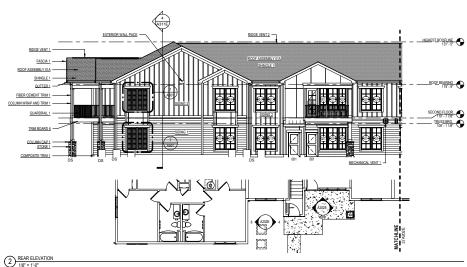
 GRAND PRAIRIE, TEXAS 75052 CONTINENTAL 519 FUND LLC SARA JANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS

PROFESSIONAL SEAL

PRELIMINARY DATES DEC. 4, 2019 CONSTRUCTION FOR

JOB NUMBER 1957700





GENERAL NOTES	KEYPLAN
I PROVIDE PREFUSION METAL DRP CAPS AT ALL WINDOW AND DOOR HAVE A SO-EDULES FOR COOR AND WINDOW SEAS AND COATRON.  3. PROVIDE FLASHING AS REQUISED TO PREVENT THE PROPERTIEST OF WHITE THE METAL PROVIDED TO PREVENT THE CHIED WHITE THE METAL PROVIDED TO THE WINDOW SEAS AND CANADA WHITE THE MEDICAL THE CHIED ON SHELL OF THE BUILDING.  4. MANTAIN OPENING IN COOP SHEATHING AT OVERFRAMING TO PROVIDE WENTLANDOW.  5. SEE GENERAL NOTES AND DETALS FOR MORE INFORMATION.	<b>♦</b>
LEGEND	
WINDOW TYPE - SEE SHEET A000  MECHANICAL EXHAUSTINTAKE VENT - SEE DETAIL SHEETS FOR MORE INFORMATION NO MORE THAN 4 VENTS TO BE GANGED TOGETHER.	$\Diamond$

BUILDING SIGN 1	INSTALL PER MANUFACTUER'S REQUIREMENTS. SEE ELEVATION FOR MOUNTING HEIGH AND VERIFY LOCATION WITH AHJ. COLOR - REFER TO EXTERIOR FINISH COLORS. PROVIDE J-BOX AND PHOTOCELL PER ELECTRICAL DRAWINGS.
COLUMN CAP 1	PRECAST CONCRETE COLUMN CAP, SQUARE EDGES. REFER TO EXTERIOR FINISH COLORS.
COLUMN WRAP AND TRIM 1	COLUMN WRAPPED WITH FIBER CEMENT TRIM. SEE DETAILS. REFER TO EXTERIOR FINISH COLORS.
COMPOSITE TRIM 1	\$14x8 BORAL TRUEXTERIOR WOODGRAIN TRIM BOARD. FINISH AND COLOR TO MATCH FIBER CEMENT TRIM. PROVIDE AT ALL SIDING LOCATIONS. INSTALL PER MANUFACTURER RECOMMENDATIONS.
EXTERIOR WALL PACK	EXTERIOR LIGHT. MOUNT AT 2010" - SEE ELECTRICAL DRAWINGS
FASCIA 1	44 x 8 FIBER CEMENT FASCIA BOARD
FIBER CEMENT TRIM 1	JAMES HARDIE: HARDIE TRIM SELECT CEDARMILL FIBER CEMENT TRIM BOARD. REFER TO EXTERIOR FINISH COLORS
GUARDRAIL 1	VINYL-COATED, SOLID STEEL-REINFORCED RAILINGS PER ELEVATIONS WITH CONCEALED FASTENERS. COLOR - REFER TO EXTERIOR FINISH COLORS
GUTTER 1	PREFINISHED 6" SEAMLESS 'X" STYLE ALLMINUM GUTTER. PROVIDE SPACERS EVERY 36" O.C. MAX. PROVIDE DIVERTERS AND SPLASH GUARDS AT CORNERS AND VALLEYS. COLOR - REFER TO EXTERIOR FINISH COLORS
MECHANICAL VENT 1	NOTE PAINT TO MATCH SURRONDING SIDINGMASONRY COLOR
RIDGE VENT 1	PROVIDE SHINGLE COVERED RIDGE VENT. RIDGE VENT COLOR TO MATCH ROOF SHINGLE COLOR. FREE VENTED AREA PER ATTIC VENTILATION SCHEDULE
RIDGE VENT 2	PROVIDE SHINGLE COVERED SMART VENT RIDGE VENT. RIDGE VENT COLOR TO MATCH ROOF SHINGLE COLOR. FREE VENTED AREA PER ATTIC VENTILATION SCHEDULE
ROOF ASSEMBLY 01A	INSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W ASHPHALT SHINGLES. INSTALLED IN COMPLIANCE WITH P522. REFER TO ROOF ASSEMBLIES SHEET
SHINGLE 1	TANKO 30 YEAR / 40 YEAR ARCHITECTURAL GRADE ASPHALT SHINGLES. STYLE: HERITAGE SERIES COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
SIDING 1	JAMES HARDIE: HARDIE PLANK SELECT CEDARMILL FIBER CEMENT LAP SIDING - 8 1/4" w/ 7" EXPOSURE. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
SIDING 2	JAMES HARDIE: HARDIE PANEL FIBER CEMENT VERTICAL SIDING W HARDIE TRIM 1/3 BATTEN BOARDS AT 16" O.C. VERTICAL. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
SIDING 3	JAMES HARDIE: HARDIE PANEL SMOOTH FIBER CEMENT VERTICAL SIDING, INSTALL PER MANUFACTURER RECOMMENDATIONS, COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
STONE 1	MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURERS RECOMMENDATIONS
TRIM BOARD 6	5/4 X 12 FIBER CEMENT TRIM BOARD

EXTERIOR FI	NISH COLORS	
FINISH	COLOR PALETTE A	COLOR PALETTE B
DOORS	SW 7645 "THUNDER GRAY"	SW 7645 "THUNDER GRAY"
EXPOSED WOOD FRAMING	SW 7050 "USEFUL GRAY"	SW 7050 "USEFUL GRAY"
EXTERIOR CEILINGS	SW 7050 "USEFUL GRAY"	SW 7050 "USEFUL GRAY"
FASCIA 1	TO MATCH NATURAL CLAY	TO MATCH NATURAL CLAY
FASCIA 2	TO MATCH NATURAL CLAY	TO MATCH NATURAL CLAY
FIBER CEMENT TRIM 1	SW 7645 "THUNDER GRAY"	SW 7645 "THUNDER GRAY"
GARAGE DOORS	TO MATCH SW 6198 "SENSIBLE HUE"	TO MATCH SW 6198 "SENSIBLE HUE"
GUARDRAIL 1	TAN	TAN
GUTTERS/DOWNSPOUTS	MISTY SHADOW	MISTY SHADOW
MECHANICAL VENT 1	TO MATCH ADJACENT WALL COLOR	TO MATCH ADJACENT WALL COLOR
METAL ROOF 1	GALVALUME (GALVANIZED ALUMINUM COLOR)	GALVALUME (GALVANIZED ALUMINUN COLOR)
MORTAR	TO MATCH STONE	TO MATCH STONE
SHINGLES	WEATHERED WOOD	WEATHERED WOOD
SHUTTER WINDOW 1	CLAY	CLAY
SIDING 1 (LAP)	SW 7050 "USEFUL GRAY"	SW 7050 "USEFUL GRAY"
	SW 6199 "RARE GRAY"	SW 9171 "FELTED WOOL"
	SW 7050 "USEFUL GRAY"	SW 7050 "USEFUL GRAY"
SOFFIT PANELS		NATURAL CLAY
	CORONADO TEXAS RUBBLE CT501	CORONADO TEXAS RUBBLE CT501
STONE SILL 1	LOMPOC	LOMPOC
	SW 7645 "THUNDER GRAY"	SW 7645 "THUNDER GRAY"
SWOONW	CLAY	CLAY

ELEVATI	ON MAT	ERIA	L STUE	Υ				
	FRONTELEV	/ATION	RIGHT ELEV	ATION	LEFT ELEVA	TION	REAR ELEVA	TION
MATERIAL	AREA	%	AREA	%	AREA	%	AREA	%
SIDING 1	681 SF	13%	613 SF	34%	564 SF	31%	1,423 SF	27%
SIDING 2	1,949 SF	36%	466 SF	25%	560 SF	30%	1,933 SF	36%
SIDING 3	741 SF	14%	234 SF	13%	155 SF	8%	607 SF	11%
STONE 1	432 SF	8%	36 SF	2%	86 SF	5%	0 SF	0%
DOORS & WINDOWS	1,546 SF	29%	484 SF	26%	483 SF	26%	1,369 SF	26%
TOTALS:	5.349 SE	100%	1833 SF	100%	1.848.SE	100%	5.322 SE	100%

BUILDING G28IIE CASE: S201104

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CONTINENTAL CONTINENTAL 519 FUND LLC W134 N8875 EXECUTIVE PARKWAY MENOMONEE FALLS, WI 53051 282 502 5500 \* FAX 282 502 5522

PROJECT INFORMATION

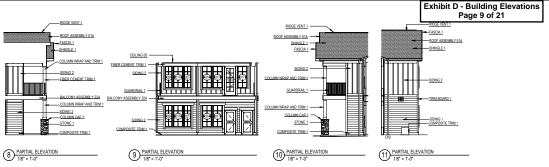
CONTINENTAL 519 FUND LLC SARAJANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052 PROPOSED DEVELOPMENT FOR:

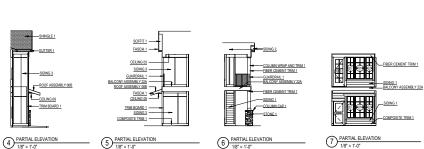
PROFESSIONAL SEAL

PRELIMINARY DATES DEC. 4, 2019

NOT FOR CONSTRUCTION JOB NUMBER

1957700 SHEET NUMBER **A201E** 





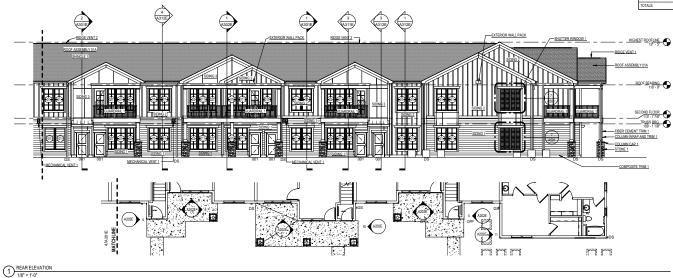
FINISH	COLOR PALETTE A	COLOR PALETTE B
DOORS	SW 7645 "THUNDER GRAY"	SW 7645 "THUNDER GRAY"
EXPOSED WOOD FRAMING	SW 7050 "USEFUL GRAY"	SW 7050 "USEFUL GRAY"
EXTERIOR CEILINGS	SW 7050 "USEFUL GRAY"	SW 7050 "USEFUL GRAY"
FASCIA 1	TO MATCH NATURAL CLAY	TO MATCH NATURAL CLAY
FASCIA 2	TO MATCH NATURAL CLAY	TO MATCH NATURAL CLAY
	SW 7645 "THUNDER GRAY"	SW 7645 "THUNDER GRAY"
GARAGE DOORS	TO MATCH SW 6198 "SENSIBLE HUE"	TO MATCH SW 6198 "SENSIBLE HUE"
GUARDRAIL 1		TAN
GUTTERS/DOWNSPOUTS	MISTY SHADOW	MISTY SHADOW
MECHANICAL VENT 1	TO MATCH ADJACENT WALL COLOR	TO MATCH ADJACENT WALL COLOR
METAL ROOF 1	GALVALUME (GALVANIZED ALUMINUM COLOR)	GALVALUME (GALVANIZED ALUMINUM COLOR)
MORTAR	TO MATCH STONE	TO MATCH STONE
SHINGLES	WEATHERED WOOD	WEATHERED WOOD
SHUTTER WINDOW 1	CLAY	CLAY
	SW 7050 "USEFUL GRAY"	SW 7050 "USEFUL GRAY"
SIDING 2 (B&B)	SW 6199 "RARE GRAY"	SW 9171 "FELTED WOOL"
SIDING 3 (STUCCO)	SW 7050 "USEFUL GRAY"	SW 7050 "USEFUL GRAY"
	NATURAL CLAY	NATURAL CLAY
STONE 1	CORONADO TEXAS RUBBLE CT501	CORONADO TEXAS RUBBLE CT501
STONE SILL 1		LOMPOC
	SW 7645 "THUNDER GRAY"	SW 7645 "THUNDER GRAY"
WINDOWS	ICLAY	CLAY

AND DOOR HEAD. REFER TO FLOOR PLAN WINDOW SIZES AND LO PROVIDE FLASHING AS PENETRATION OF WATE OF THE BULDING. MAINTAIN OPENING IN R TO PROVIDE VENTILATIO	S REQUIRED TO PREVENT THE FER THROUGH THE EXTERIOR SHELL ROOF SHEATHING AT OVERFRAMING						
-							
1T WINDOW TYPE	- SEE SHEET A800						
SHEETS FOR MO	XHAUSTINTAKE VENT - SEE DETAIL ORE INFORMATION. NO MORE THAN 4						
	ANGED TOGETHER.						
IATERIALS &	COMPONENTS						
LCONY ASSEMBLY 22A	WOOD FRAMED BALCONY - WI TOPPING - REFER TO SHEET G050 FOR ASSEMBLY SPE	CIFICS					
ILING 03	(2) LAYERS OF 5/8" EXTERIOR GRADE TYPE "X" GYPSUM BOARD INSTALLED IN COMPL	JANCE WITH GA-RC-2601.					
ILING 09	(1) LAYER OF 5/8" EXTERIOR GRADE GYPSUM BOARD						
LUMN CAP 1	PRECAST CONCRETE COLUMN CAP, SQUARE EDGES. REFER TO EXTERIOR FINISH OF	DLORS.					
	1 COLUMN WRAPPED WITH FIBER CEMENT TRIM. SEE DETAILS. REFER TO EXTERIOR FI						
MPOSITE TRIM 1	5/4x8 BORAL TRUEXTERIOR WOODGRAIN TRIM BOARD, FINISH AND COLOR TO MATCH FIBER CEMENT TRIM, PROVIDE AT ALL SIDING LOCATIONS. INSTALL PER MANUFACTURER RECOMMENDATIONS.						
TERIOR WALL PACK	EXTERIOR LIGHT. MOUNT AT 20'-0" - SEE ELECTRICAL DRAWINGS						
SCIA 1	44 x 8 FIBER CEMENT FASCIA BOARD						
ER CEMENT TRIM 1	JAMES HARDIE: HARDIE TRIM SELECT CEDARMILL FIBER CEMENT TRIM BOARD. REFER TO EXTERIOR FINISH COLORS						
ARDRAIL 1	VINYL-COATED, SOLID STEEL-REINFORCED RAILINGS PER ELEVATIONS WITH CONCEALED FASTENERS. COLOR - REFER TO EXTERIOR FINISH COLORS						
TTER 1	PREFINISHED 6" SEAMLESS "K" STYLE ALUMINUM GUTTER. PROVIDE SPACERS EVER! AND SPLASH GUARDS AT CORNERS AND VALLEYS. COLOR - REFER TO EXTERIOR FIN						
CHANICAL VENT 1	NOTE PAINT TO MATCH SURRONDING SIDING/MASONRY COLOR						
OGE VENT 1	PROVIDE SHINGLE COVERED RIDGE VENT. RIDGE VENT COLOR TO MATCH ROOF SHI ATTIC VENTILATION SCHEDULE						
OGE VENT 2	PROVIDE SHINGLE COVERED SMART VENT RIDGE VENT. RIDGE VENT COLOR TO MAT VENTED AREA PER ATTIC VENTILATION SCHEDULE	CH ROOF SHINGLE COLOR, FREE					
OF ASSEMBLY 01A	INSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W ASHPHALT SHINGLES REFER TO ROOF ASSEMBLIES SHEET						
OF ASSEMBLY 068	UNINSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W/ PREFINISHED STAI ROOF ASSEMBLIES SHEET						
INGLE 1	TAMKO 30 YEAR / 40 YEAR ARCHITECTURAL GRADE ASPHALT SHINGLES. STYLE: HER SCHEMES & EXTERIOR FINISH COLORS	TAGE SERIES COLOR: REFER TO COLOR					
UTTER WINDOW 1	FYPON SHUTTERS. PRODUCT NUMBER: LV5416X72FNCR - DO NOT INCLUDE IF GAS M LOCATION						
NNG 1	JAMES HARDIE: HARDIE PLANK SELECT CEDARMILL FIBER CEMENT LAP SIDING - 8 1/4" w/ 7" EXPOSURE. INSTALL PER MANUFACTURER RECOMMENDATIONS, COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS						
NNG 2	JAMES HARDIE: HARDIE PANEL FIBER CEMENT VERTICAL SIDING W HARDIE TRIM 1x3 INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCH	IMMORPALITHER RECOMMENDATIONS, COLOR - REPERTO COLOR SCHEMES & EXTERIOR FINISH COLORS JAMES HARDIE: HARDIE PANEL FIBER CEMENT VERTICAL. SIDING W/HARDIE TRIM 1x3 BATTEN BOARDS AT 16" O.C. VERTICAL. INSTALL PER MANUFACTURER RECOMMENDATIONS, COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS					
NNG 3	JAMES HARDIE: HARDIE PANEL SMOOTH FIBER CEMENT VERTICAL SIDING, INSTALL P RECOMMENDATIONS, COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLOR						
FFIT 1	CERTAINTEED TRIPLE 3 1/3" INVISIVENT VINYL SOFFIT. VENTED AND NON VENTED. RE FOR QUANTITY OF VENTED SOFFIT. COLOR - REFER TO EXTERIOR FINISH COLORS	FER TO ATTIC VENTILATION SCHEDULE					
ONE 1	MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURERS RECOMMENDATIO	NS					
IM BOARD 1	54 X 4 FIBER CEMENT TRIM BOARD						

**KEYPLAN** 

**GENERAL NOTES** 

ELEVATI	ON MAT	ERIA	L STUD	Υ				
	FRONT ELEV	FRONT ELEVATION RIGHT ELEVATION LEFT ELEVATION RE.					REAR ELEVA	TION
MATERIAL	AREA	%	AREA	%	AREA	%	AREA	%
SIDING 1	681 SF	13%	613 SF	34%	564 SF	31%	1,423 SF	27%
SIDING 2	1,949 SF	36%	486 SF	25%	560 SF	30%	1,933 SF	38%
SIDING 3	741 SF	14%	234 SF	13%	155 SF	8%	607 SF	11%
STONE 1	432 SF	8%	36 SF	2%	86 SF	5%	0 SF	0%
DOORS & WINDOWS	1,548 SF	29%	484 SF	28%	483 SF	26%	1,369 SF	26%
TOTAL S	5 3/0 SE	100%	1 833 SE	100%	1 848 SE	100%	5 322 SE	100%



BUILDING G28IIE CASE: S201104

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CONTINENTAL CONTINENTAL 519 FUND LLC W134 NB875 EXECUTIVE PARKWAY MENOMONEE FALLS, WI 53051 282 502 5500 \* FAX 282 502 5522

PROJECT INFORMATION

CONTINENTAL 519 FUND LLC SARA JANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052 PROPOSED DEVELOPMENT FOR:

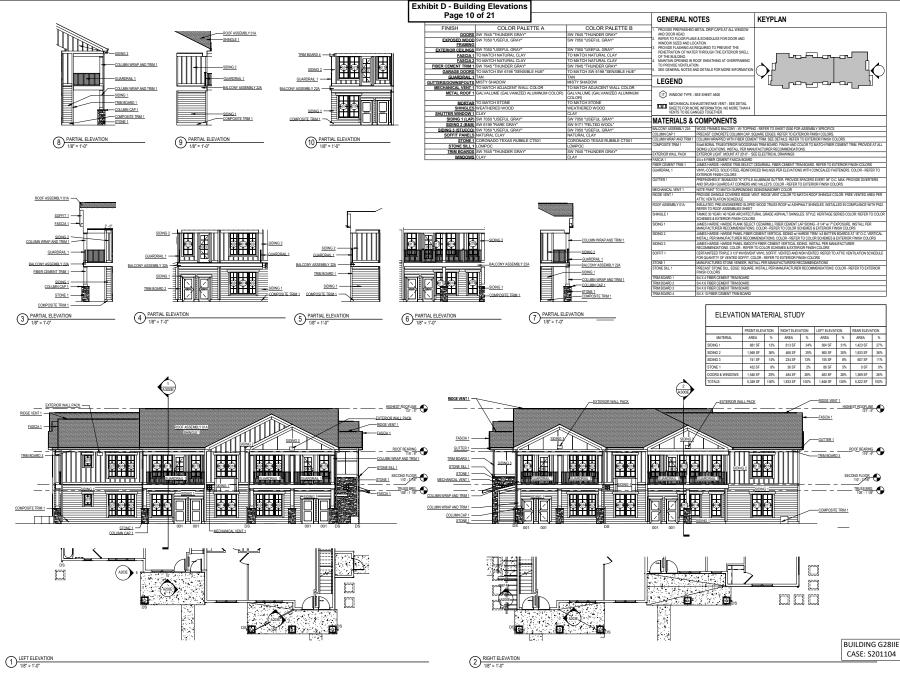
PRELIMINARY DATES

PROFFSSIONAL SEAL

DEC. 4, 2019 FOR CONSTRUCTION

JOB NUMBER 1957700 SHEET NUMBER

**A202E** 



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282.502.5500 \* FAX 262.502.5522
PROJECT INFORMATION

W134 N8675 EXECUTIVE PARKWAY

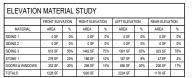
MENOMONEE FALLS, WI 53051

CONTINENTAL 519 FUND LLC
SARA JANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052

PROPOSED DEVELOPMENT FOR:

PROFESSIONAL SEAL

JOB NUMBER 1957700



#### **EXTERIOR ELEVATIONS GENERAL NOTES**

- CLUBHOUSE TO FOLLOW EXTERIOR COLOR SCHEIME X. PROVIDE PREFINISHED METAL FLASHING DRP DAPS AT ALL WINDOW AND DOOR HEADS. REFERT FOL FOLD PLINAS AND SCHEIGHES FOR DOOR AND WINDOW SZES AND LOCATIONS PROVIDE FLASHING AS REQUIRED TO PREVENT THE PENETRATION OF WATER THROUGH THE EXTERIOR SHELL OF THE BULLOW.
- THE EXTERIOR SHELL OF THE BUILDING.

  MAINTAIN OPENING IN ROOF SHEATHING AT OVERFRAMING.

  EXTERIOR LIGHT FIXTURE MOUNTING HEIGHTS DIMENSIONED TO BOTTOM OF FIXTURE.

#### MATERIAL & & COMPONENTS

WAI ERIALS &	COMPONENTS
CLUBHOUSE SIGN	INSTALL PER MANUFACTUER'S REQUIREMENTS, VERIFY LOCATION WITH AHJ.
COLLECTOR BOX 1	PREFINISHED METAL COLLECTOR BOX WITH DOWNSPOUT. COLOR TO MATCH GUTTER/DOWNSPOUT
COLUMN WRAP AND TRIM	COLUMN WRAPPED WITH FIBER CEMENT TRIM. SEE DETAILS. REFER TO EXTERIOR FINISH COLORS.
COMPOSITE TRIM 1	5/4x8 BORAL TRUEXTERIOR WOODGRAIN TRIM BOARD. FINISH AND COLOR TO MATCH FIBER CEMENT TRIM. PROVIDE AT ALL SIDING LOCATIONS. INSTALL PER MANUFACTURER RECOMMENDATIONS.
DOWNSPOUT 1	PREFINISHED 3" x 4" ALUMINUM DOWNSPOUT, CONNECT DOWNSPOUT TO STORM SEWER W PVC ADAPTOR, COLOR - REFER TO EXTERIOR FINISH COLORS
FASCIA 1	4/4 x 8 FIBER CEMENT FASCIA BOARD
FIBER CEMENT PARAPET	HARDIE TRIM SELECT CEDARMILL FIBER CEMENT TRIM BOARD PARAPE INSTALL PER MANUFACTURERS RECOMMENDATIONS.
FIBER CEMENT TRIM 1	JAMES HARDIE: HARDIE TRIM SELECT CEDARMILL FIBER CEMENT TRIM BOARD. REFER TO EXTERIOR FINISH COLORS
GUTTER 1	PREFINISHED 6" SEAMLESS "K" STYLE ALUMINUM GUTTER. PROVIDE SPACERS EVERY 36" O.C. MAX. PROVIDE DIVERTERS AND SPLASH GUARDS AT CORNERS AND VALLEYS. COLOR - REFER TO EXTERIOR FINISH COLORS
METAL ROOF 1	PAC CLAD STANDING SEAM METAL ROOF PANELS, STYLE: SNAP CLAD 22GA. COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
ROOF ASSEMBLY 02	EXPOSED PRESSURE TREATED FRAMING W/PREFINIHSED STANDING SEAM METAL ROOF. REFER TO ROOF ASSEMBLIES SHEET
ROOF ASSEMBLY 04A	INSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF w/ ASPHAL SHINGLES. REFER TO ROOF ASSEMBLIES SHEET
ROOF ASSEMBLY 04B	INSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W/ PREFINISHED STANDING SEAM METAL ROOF, REFER TO ROOF ASSEMBLIES SHEET
ROOF VENT 1	FAMCO J-VENT ROOF VENT. FINISH TO MATCH STANDING SEAM METAL ROOF, REFER TO COLOR SCHEME & EXTERIOR FINISH COLORS. FREE VENTED AREA PER ATTIC VENTILATION SCHEDULE.
SIDING 3	JAMES HARDIE: HARDIE PANEL SMOOTH FIBER CEMENT VERTICAL SIDING, INSTALL PER MANUFACTURER RECOMMENDATIONS, COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
STONE 1	MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURERS RECOMMENDATIONS
STONE SILL 1	PRECAST STONE SILL EDGE: SQUARE INSTALL PER MANUFACTURER

PROFESSIONAL SEAL

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CONTINENTAL CONTINENTAL 519 FUND LLC W134 N8675 EXECUTIVE PARKWAY MENOMONEE FALLS, WI 53051 262.502.5500 \* FAX 262.502.5522

PROJECT INFORMATION

CONTINENTAL 519 FUND LLC SARA JANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052

PROPOSED DEVELOPMENT FOR:

100 Camelot Drive Fond Du Lac, WI 54935 Phone: (920) 926-9800 www.EXCELENGINEER.com

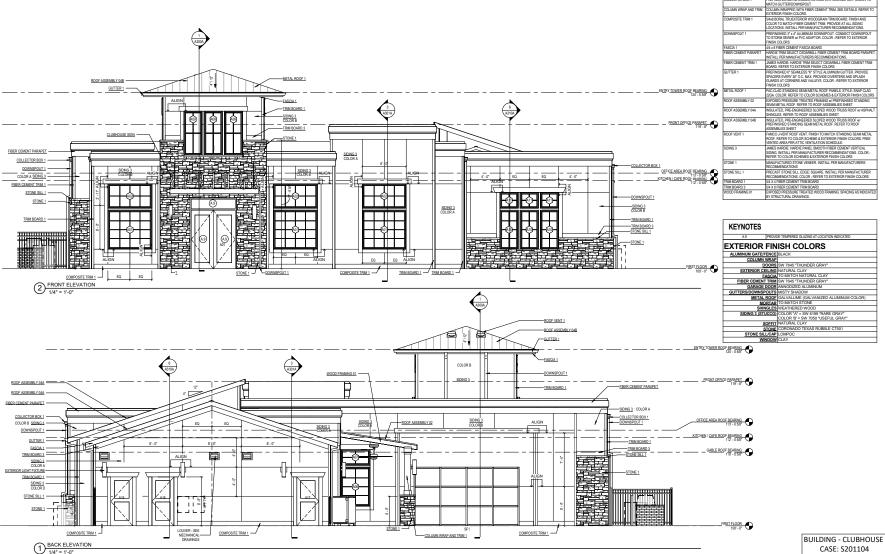
PRELIMINARY DATES FOR CONSTRUCTION

JOB NUMBER 1957700

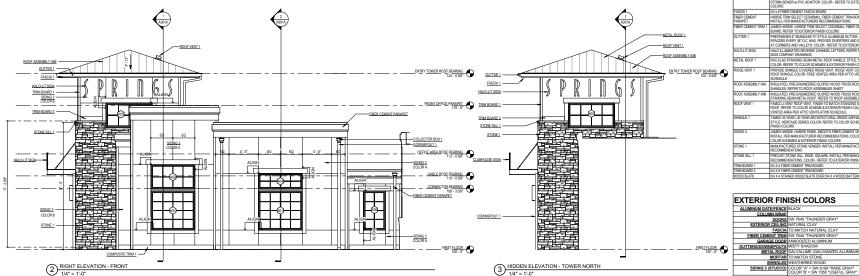
SHEET NUMBER

**EXTERIOR ELEVATIONS** 

CASE: S201104



ELEVATION MATERIAL STUDY								
	FRONT ELEVATION		RIGHT ELEVATION		LEFT ELEVATION		REAR ELEVATION	
MATERIAL	AREA	%	AREA	%	AREA	%	AREA	%
SIDING 1	0 SF	0%	0 SF	0%	0 SF	0%	0 SF	0
SIDING 2	0 SF	0%	0 SF	0%	0 SF	0%	0 SF	0
SIDING 3	618 SF	50%	1442 SF	75%	1391 SF	62%	923 SF	78
STONE 1	278 SF	23%	186 SF	10%	187 SF	8%	47 SF	4
DOORS & WINDOWS	332 SF	30%	298 SF	15%	656 SF	30%	206 SF	17
TOTALS:	1228 SF		1928 SF		2234 SF		1176 SE	П



#### **EXTERIOR ELEVATIONS GENERAL NOTES**

- CUBHOUSE TO FOLIOW EXTEROR COLOR SCHEME X.
  PROVIDE PRETRIBINED WETH, FLASHING DBIP CAPS AT ALL WINDOW AND DOOR HEADS.
  REFER TO PLOOR THIS AND SCHEMELES FOR DOOR AND WINDOW SZES AND LOCATION.
  PROVIDE FLASHING AS REQUIRED TO PREVENT THE PERETRATION OF WATER THROUGH
  THE EXTEROR SHE LOT HE BUILDIN.
  MANTAIN GRENNES AR ROOF SEATHING AT OVERFRAMING.
  EXTEROR CHAPTINE MOUNTING HEGHTS DIMENSIONED TO BOTTOM OF FIXTURE.

#### MATERIAL O O COMPONENTO

MATERIALS	& COMPONENTS
CLUBHOUSE SIGN	INSTALL PER MANUFACTUER'S REQUIREMENTS. VERIFY LOCATION WITH AHJ.
COLLECTOR BOX 1	PREFINISHED METAL COLLECTOR BOX WITH DOWNSPOUT. COLOR TO MATCH GUTTER/DOWNSPOUT
COMPOSITE TRIM 1	5/4x8 BORAL TRUEXTERIOR WOODGRAIN TRIM BOARD. FINISH AND COLOR TO MATCH FIBER CEMENT TRIM. PROVIDE AT ALL SIDING LOCATIONS. INSTALL PER MANUFACTURER RECOMMENDATIONS.
DOWNSPOUT 1	PREFINISHED 3" x 4" ALUMINUM DOWNSPOUT. CONNECT DOWNSPOUT TO STORM SEWER W PVC ADAPTOR. COLOR - REFER TO EXTERIOR FINISH COLORS
FASCIA 1	44 x 8 FIBER CEMENT FASCIA BOARD
FIBER CEMENT PARAPET	HARDIE TRIM SELECT CEDARMILL FIBER CEMENT TRIM BOARD PARAPET. INSTALL PER MANUFACTURERS RECOMMENDATIONS.
FIBER CEMENT TRIM 1	JAMES HARDIE: HARDIE TRIM SELECT CEDARWILL FIBER CEMENT TRIM BOARD. REFER TO EXTERIOR FINISH COLORS
GUTTER 1	PREFINISHED 6" SEAMLESS "K" STYLE ALUMINUM GUTTER. PROVIDE SPACERS EVERY 30" O.C. MAX. PROVIDE DIVERTERS AND SPLASH GUARDS AT CORNERS AND VALLEYS. COLOR - REFER TO EXTERIOR FINISH COLORS
HALO-LIT SIGN	HALO ILLUMINATED REVERSE CHANNEL LETTERS. REFER TO DETAILS AND SIGN COMPANY DRAWINGS.
METAL ROOF 1	PAC-CLAD STANDING SEAM METAL ROOF PANELS. STYLE: SNAP CLAD 22GA. COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
RIDGE VENT 1	PROVIDE SHINGLE COVERED RIDGE VENT. RIDGE VENT COLOR TO MATCH ROOF SHINGLE COLOR, FREE VENTED AREA PER ATTIC VENTILATION SCHEDULE
ROOF ASSEMBLY 04A	INSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W ASPHALT SHINGLES. REFER TO ROOF ASSEMBLIES SHEET
ROOF ASSEMBLY 04B	INSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W PREFINISHED STANDING SEAM METAL ROOF. REFER TO ROOF ASSEMBLIES SHEET
ROOF VENT 1	FAMCO J-VENT ROOF VENT. FINISH TO MATCH STANDING SEAM METAL ROOF, REFER TO COLOR SCHEME & EXTERIOR FINISH COLORS. FREE VENTED AREA PER ATTIC VENTILATION SCHEDULE.
SHINGLE 1	TAMKO 30 YEAR / 40 YEAR ARCHITECTURAL GRADE ASPHALT SHINGLES. STYLE: HERITAGE SERIES COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
SIDING 3	JAMES HARDIE: HARDIE PANEL SMOOTH FIBER CEMENT VERTICAL SIDING. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
STONE 1	MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURERS RECOMMENDATIONS
STONE SILL 1	PRECAST STONE SILL. EDGE: SQUARE. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO EXTERIOR FINISH COLORS
TRIM BOARD 1	54 X 4 FIBER CEMENT TRIM BOARD
TRIM BOARD 3	5/4 X 8 FIBER CEMENT TRIM BOARD

EXTERIOR FIN	IISH COLORS
ALUMINUM GATE/FENCE	BLACK
COLUMN WRAP	
DOORS	SW 7645 "THUNDER GRAY"
EXTERIOR CEILING	NATURAL CLAY
FASCIA	TO MATCH NATURAL CLAY
FIBER CEMENT TRIM	SW 7645 "THUNDER GRAY"
	ANNODIZED ALUMINUM
GUTTERS/DOWNSPOUTS	
METAL ROOF	GALVALUME (GALVANIZED ALUMINUM COLOR)
MORTAR	TO MATCH STONE
SHINGLES	WEATHERED WOOD
SIDING 3 (STUCCO)	COLOR "A" = SW 6199 "RARE GRAY"
	COLOR 'B' = SW 7050 "USEFUL GRAY"
	NATURAL CLAY
	CORONADO TEXAS RUBBLE CT501



BUILDING - CLUBHOUSE CASE: S201104

**EXTERIOR ELEVATIONS** 

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PROJECT INFORMATION

CONTINENTAL 519 FUND LLC
SARAJANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052 PROPOSED DEVELOPMENT FOR:

PROFESSIONAL SEAL

PRELIMINARY DATES FOR CONSTRUCTION JOB NUMBER

ENTRY TOWER ROOF BEARING 124 - 0 5/8"



206 SF 17%

298 SF 15%

1926 SF

DOORS & WINDOWS

332 SF 30% 1228 SF

656 SF 30%

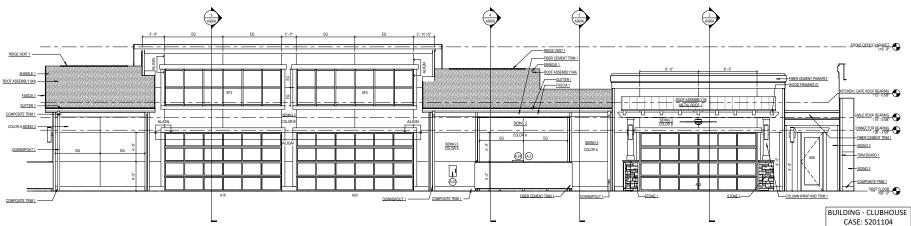
2234 SF

CLUBHOUSE SIGN	INSTALL PER MANUFACTUER'S REQUIREMENTS. VERIFY LOCATION WITH AHJ.					
COLLECTOR BOX 1	PREFINISHED METAL COLLECTOR BOX WITH DOWNSPOUT. COLOR TO MATCH GUTTER DOWNSPOUT					
COLUMN WRAP AND TRIM 1	COLUMN WRAPPED WITH FIBER CEMENT TRIM. SEE DETAILS. REFER TO EXTERIOR FINISH COLORS.					
COMPOSITE TRIM 1	5/4x8 BORAL TRUEXTERIOR WOODGRAIN TRIM BOARD, FINISH AND COLOR TO MATCH FIBER CEMENT TRIM, PROVIDE AT ALL SIDING LOCATIONS. INSTALL PER MANUFACTURER RECOMMENDATIONS.					
DOWNSPOUT 1	PREFINISHED 3" x 4" ALUMINUM DOWINSPOUT. CONNECT DOWINSPOUT TO STORM SEWER W PVC ADAPTOR. COLOR - REFER TO EXTERIOR FINISH COLORS					
FASCIA 1	4/4 x 8 FIBER CEMENT FASCIA BOARD					
FIBER CEMENT PARAPET	HARDIE TRIM SELECT CEDARMILL FIBER CEMENT TRIM BOARD PARAPET. INSTALL PER MANUFACTURERS RECOMMENDATIONS.					
FIBER CEMENT TRIM 1	JAMES HARDIE: HARDIE TRIM SELECT CEDARMILL FIBER CEMENT TRIM BOARD. REFER TO EXTERIOR FINISH COLORS					
GUTTER 1	PREFINISHED 6" SEANLESS "K" STYLE ALUMINUM GUTTER. PROVIDE SPACERS EVERY 36" O.C. MAX. PROVIDE DIVERTERS AND SPLASH GUARDS AT CORNERS AND VALLEYS. COLOR - REFER TO EXTERIOR FINISH COLORS					
METAL ROOF 1	PAC-CLAD STANDING SEAM METAL ROOF PANELS, STYLE: SNAP CLAD 22GA. COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS					
RIDGE VENT 1	PROVIDE SHINGLE COVERED RIDGE VENT. RIDGE VENT COLOR TO MATCH ROOF SHINGLE COLOR. FREE VENTED AREA PER ATTIC VENTILATION SCHEDULE					
ROOF ASSEMBLY 04A	INSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF w/ ASPHALT SHINGLES. REFER TO ROOF ASSEMBLIES SHEET					
ROOF ASSEMBLY 04B	INSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W PREFINISHED STANDING SEAM METAL ROOF, REFER TO ROOF ASSEMBLIES SHEET					
ROOF ASSEMBLY 05	INSULATED, PRE-ENGINEERED WOOD TRUSS ROOF w/ TPO ROOFING. REFER TO ROOF ASSEMBLIES SHEET					
ROOF VENT 1	FAMCO J-VENT ROOF VENT. FINISH TO MATCH STANDING SEAM METAL ROOF, REFER TO COLOR SCHEME & EXTERIOR FINISH COLORS. FREE VENTED AREA PER ATTIC VENTILATION SCHEDULE.					
SHINGLE 1	TAMKO 30 YEAR / 40 YEAR ARCHITECTURAL GRADE ASPHALT SHINGLES. STYLE: HERITAGE SERIES COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS					
SIDING 3	JAMES HARDIE: HARDIE PANEL SMOOTH FIBER CEMENT VERTICAL SIDING. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS					
STONE 1	MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURERS RECOMMENDATIONS					
STONE SILL 1	PRECAST STONE SILL EDGE: SQUARE, INSTALL PER MANUFACTURER RECOMMENDATIONS, COLOR - REFER TO EXTERIOR FINISH COLORS					
TRIM BOARD 1	5/4 X 4 FIBER CEMENT TRIM BOARD					
TRIM BOARD 3	5/4 X 8 FIBER CEMENT TRIM BOARD					
WOOD FRAMING 01	EXPOSED PRESSURE TREATED WOOD FRAMING. SPACING AS INDICATED BY STRUCTURAL DRAWINGS.					

KE	YNOTES
A.2	INTERIOR GRADE ADA ACCESSIBLE (HI-LO) DRINKING FOUNTAIN - SEE PLUMBING
A.5	AIC CONDENSER UNITS
A.24	DRINKING FOUNTAIN TO HAVE BOTTLE FILLER
A.43	EMERGENCY POOL PHONE - INSTALL 4'-0" T/O UNIT.

FBER COMPIT PARAPET	COLLECTOR BOX 1	ALGN (6)	ALIGN	SIDING 3 COLOR B  FRONT OFFICE PARAPET  FIBER CEMENT TRIM 1  TRIM BOARD 1  TRIM BOARD 3	<b>⊕</b>
50X61 A E0 4	or EQ ALISN	EQ EQ 4-538* SIDING 3 COLOR B		STONE SIL 1  STONE 1  OFFICE AREA ROOF BEARING 113 - 0 58*  CLUBHOUSE SIGN	•
STORE SILL!				BAUTAN THALL PORRETXE—	
SOUPCOINT TRAIL 1 FEER COMMON		EQ EQ COMPOSITE 1	RIM 1 TRIM BOARD 1	DOWNSPOUT1 PRST FLOOR	•
2 LEFT ELEVATION - FRONT 1/4" = 1'-0"					
	3				

1/4" = 1'-0"





PROJECT INFORMATION

CONTINENTAL 519 FUND LLC SARAJANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052 PROPOSED DEVELOPMENT FOR:

PROFESSIONAL SEAL

PRELIMINARY DATES NOT FOR CONSTRUCTION

JOB NUMBER 1957700 SHEET NUMBER

**EXTERIOR ELEVATIONS** 

EXTERIOR FIN	ISH COLORS
ALUMINUM GATE/FENCE	BLACK
COLUMN WRAP	
	SW 7645 "THUNDER GRAY"
EXTERIOR CEILING	NATURAL CLAY
FASCIA	TO MATCH NATURAL CLAY
FIBER CEMENT TRIM	SW 7645 "THUNDER GRAY"
GARAGE DOOR	ANNODIZED ALUMINUM
GUTTERS/DOWNSPOUTS	
	GALVALUME (GALVANIZED ALUMINUM COLOR)
MORTAR	TO MATCH STONE
SHINGLES	WEATHERED WOOD
SIDING 3 (STUCCO)	COLOR "A" = SW 6199 "RARE GRAY" COLOR 'B' = SW 7050 "USEFUL GRAY"
SOFFIT	NATURAL CLAY
STONE	CORONADO TEXAS RUBBLE CT501
STONE SILL/CAP	LOMPOC
WINDOW	CLAY

ELEVATION	MATER	RIAL	STUDY					
	FRONT ELEV	ATION	RIGHT ELEV	ATION	LEFT ELEVA	TION	REAR ELEVA	TION
MATERIAL	AREA	%	AREA	%	AREA	%	AREA	%
SIDING 1	0 SF	0%	0 SF	0%	0 SF	0%	0 SF	0%
SIDING 2	0 SF	0%	0 SF	0%	0 SF	0%	0 SF	0%
SIDING 3	618 SF	50%	1442 SF	75%	1391 SF	62%	923 SF	78%
STONE 1	278 SF	23%	186 SF	10%	187 SF	8%	47 SF	4%
DOORS & WINDOWS	332 SF	30%	298 SF	15%	656 SF	30%	206 SF	17%
TOTALS:	1228 SF		1926 SF		2234 SF		1176 SF	

## **EXTERIOR ELEVATIONS GENERAL NOTES**

- CLUBHOUSE TO FOLLOW EXTERIOR COLOR SCHEME X.
  PROVICE PRETAINING DUFFLE, ISASHIC DRIP CAPS X.
  REFER TO PLORE Y MAN AND SCHEMELES FOR DOOR AND WINDOW SIZES AND LOCATIONS
  PROVICE FLUSHING AS REQUIRED TO PREVENT THE PRE-INVITION OF WATER THROUGHT
  THE EXTERNOR HELD THE BULLIONS
  MANTIAN OFENNES IN ROC'S PSELTHING AT OLIF PRAVINGE
  EXTERNOR LEVER THE MOUNTHING HEIGHTS MINISTORIED TO BOTTOM OF FATURE.

CEILING 06	FIBER CEMENT BEADBORD ON (1) LAYER OF 5/8" EXTERIOR GRADE GYPSUI BOARD
COLLECTOR BOX 1	PREFINISHED METAL COLLECTOR BOX WITH DOWNSPOUT. COLOR TO MATCH GUTTER/DOWNSPOUT
COLUMN CAP 1	PRECAST CONCRETE COLUMN CAP, SQUARE EDGES. REFER TO EXTERIOR FINISH COLORS.
COLUMN WRAP AND TRIM 1	COLUMN WRAPPED WITH FIBER CEMENT TRIM. SEE DETAILS. REFER TO EXTERIOR FINISH COLORS.
COMPOSITE TRIM 1	5/4/8 BORAL TRUEXTERIOR WOODGRAIN TRIM BOARD. FINISH AND COLOR TO MATCH FIBER CEMENT TRIM. PROVIDE AT ALL SIDING LOCATIONS. INSTALL PER MANUFACTURER RECOMMENDATIONS.
DOWNSPOUT 1	PREFINISHED 3" x 4" ALUMINUM DOWNSPOUT. CONNECT DOWNSPOUT TO STORM SEWER W PVC ADAPTOR. COLOR - REFER TO EXTERIOR FINISH COLORS
FASCIA 1	4/4 x 8 FIBER CEMENT FASCIA BOARD
FENCE 1	60" HIGH DECORATIVE METAL FENCE REFER TO EXTERIOR FINISH COLORS
FIBER CEMENT PARAPET	HARDIE TRIM SELECT CEDARMILL FIBER CEMENT TRIM BOARD PARAPET. INSTALL PER MANUFACTURERS RECOMMENDATIONS.
FIBER CEMENT TRIM 1	JAMES HARDIE: HARDIE TRIM SELECT CEDARMILL FIBER CEMENT TRIM BOARD. REFER TO EXTERIOR FINISH COLORS
GUTTER 1	PREFINISHED 6" SEAMLESS "K" STYLE ALLMINIUM GUTTER. PROVIDE SPACERS EVERY 96" O.C. MAX. PROVIDE DIVERTERS AND SPLASH GUARDS AT CORNERS AND VALLEYS. COLOR - REFER TO EXTERIOR FINISH COLORS
ROOF ASSEMBLY 02	EXPOSED PRESSURE TREATED FRAMING W PREFINIHSED STANDING SEAM METAL ROOF. REFER TO ROOF ASSEMBLIES SHEET
ROOF ASSEMBLY 04A	INSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W ASPHALT SHINGLES. REFER TO ROOF ASSEMBLIES SHEET
ROOF ASSEMBLY 05	INSULATED, PRE-ENGINEERED WOOD TRUSS ROOF w/TPO ROOFING. REFE TO ROOF ASSEMBLIES SHEET
SIDING 3	JAMES HARDIE: HARDIE PANEL SMOOTH FIBER CEMENT VERTICAL SIDING. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
STONE 1	MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURERS RECOMMENDATIONS
STONE SILL 1	PRECAST STONE SILL EDGE: SQUARE. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO EXTERIOR FINISH COLORS
TRIM BOARD 1	5/4 X 4 FIBER CEMENT TRIM BOARD
TRIM BOARD 3	5/4 X 8 FIBER CEMENT TRIM BOARD
WOOD FRAMING 01	EXPOSED PRESSURE TREATED WOOD FRAMING. SPACING AS INDICATED B STRUCTURAL DRAWINGS.



CONTINENTAL 519 FUND LLC SARAJANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052 PROPOSED DEVELOPMENT FOR:

PROFESSIONAL SEAL

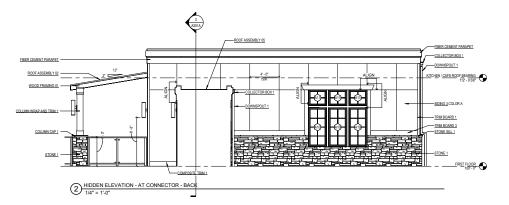
PRELIMINARY DATES

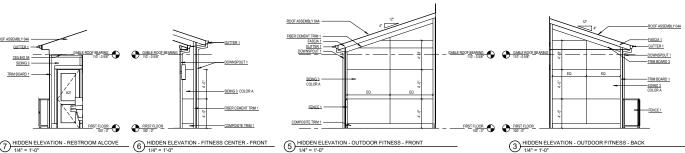
JOB NUMBER 1957700

SHEET NUMBER

DOWNSPOUT 1 -KITCHEN / CAFE ROOF BEARING 112 - 0 5/8\* GUTTER 1 -DOWNSPOUT 1 -TRIM BOARD 3 HIDDEN ELEVATION - KITCHEN BAR - BACK BUILDING - CLUBHOUSE EXTERIOR ELEVATIONS CASE: S201104

ROOF ASSEMBLY 04A





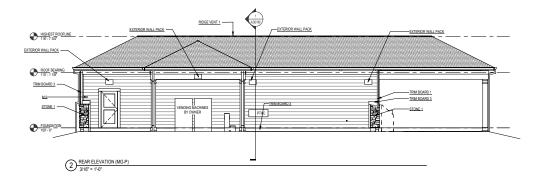
3 HIDDEN ELEVATION - OUTDOOR FITNESS - BACK

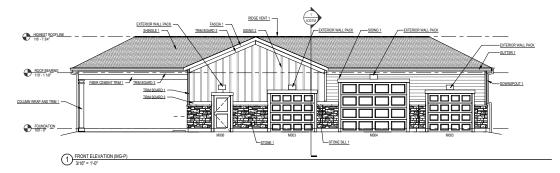
GENERAL NOTES

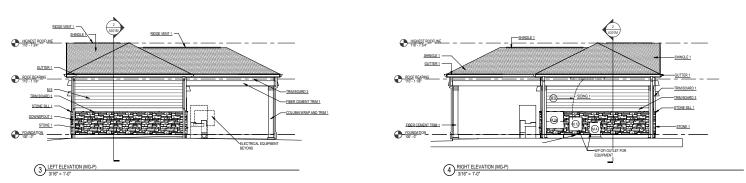
DS DOWNSPOUT ASSEMBLY

LEGEND

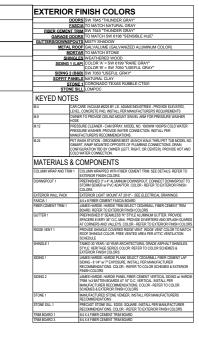
O FREEZ







BUILDING - MG-P CASE: S201104



ELEVATION MATERIAL STUDY								
	FRONT ELEV	ATION	RIGHT ELEV	ATION	LEFT ELEVA	TION	REAR ELEW	ATION
MATERIAL	AREA	%	AREA	%	AREA	%	AREA	%
SIDING 1	116 SF	18%	129 SF	58%	129 SF	56%	587 SF	97%
SIDING 2	206 SF	31%	0 SF	0%	0 SF	0%	0 SF	0%
SIDING 3	0 SF	0%	0 SF	0%	0 SF	0%	0 SF	0%
STONE 1	98 SF	15%	103 SF	44%	103 SF	44%	16 SF	3%
DOORS & WINDOWS	240 SF	36%	0 SF	0%	0 SF	0%	0 SF	0%
TOTALS:	660 SF		232 SF		232 SF		603 SF	

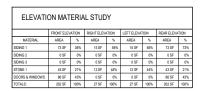


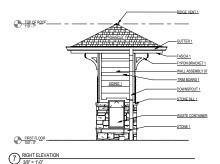
PROJECT INFORMATION

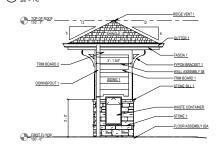
CONTINENTAL 519 FUND LLC SARAJANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052 PROPOSED DEVELOPMENT FOR:

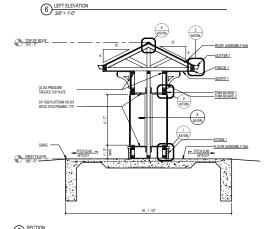
PROFFSSIONAL SEAL

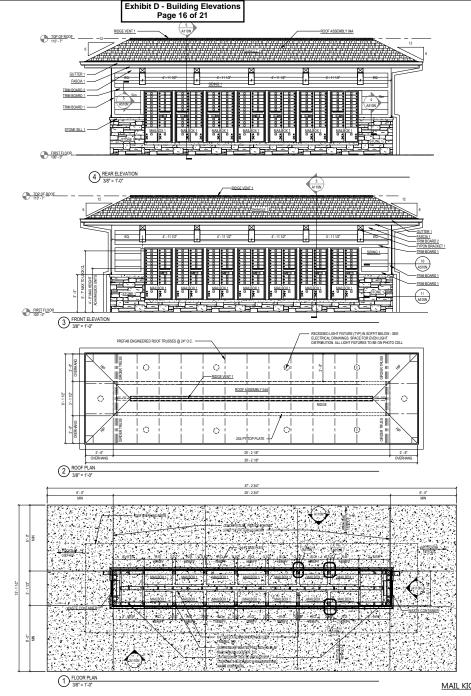
PRELIMINARY DATES	1
JUNE 11, 2020	NOT FOR CONSTRUCTION
JOB NUMBER	$\overline{}$
1957700	











**GENERAL NOTES** 

ALL MAILBOXES DEDICATED TO FIRST FLOOR UNITS SHALL BE LOCATED 48" AFF MAX.

MAIL BOX CHART MAIL DOORS

MATERIAL	C Q	COMPO	JENTS					
MATERIAL	Jα	COMPO	NEINIO					
DOWNSPOUT 1	DO	PREFINISHED 3" x 4" ALUMINUM DOWNSPOUT, CONNECT DOWNSPOUT TO STORM SEWER W/PVC ADAPTOR, COLOR - REFER TO EXTERIOR FINISH COLORS						
FASCIA 1	4/4	x 8 FIBER CEMEN	IT FASCIA BOARD					
FLOOR ASSEMBLY 0		CONCRETE SLAB ON GRADE - REFER TO FLOOR ASS						
FYPON BRACKET 1	115	PON DECORATIVE 20x3-1/8 OR ARCI IM. REFER TO EX	JAL. COLOR TO MATCH					
GUTTER 1	PR	OVIDE SPACERS D SPLASH GUARD	MILESS "K" STYLE ALUI EVERY 36" O.C. MAX. P DS AT CORNERS AND V R FINISH COLORS	ROVIDE DIVERTERS				
MAILBOX 1		LSBURY 3700 SEF ILBOX. MODEL #	NES 4C HORIZONTAL FI 3716D-20AFU	RONT LOADING				
RIDGE VENT 1	TO	PROVIDE SHINGLE COVERED RIDGE VENT: RIDGE VENT COLOR TO MATCH ROOF SHINGLE COLOR: FREE VENTED AREA PER IATTIC VENTILATION SCHEDULE						
ROOF ASSEMBLY 04		INSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W ASPHALT SHINGLES, REFER TO ROOF ASSEMBLIES SHEET						
SHINGLE 1	SH	TAMIKO 30 YEAR / 40 YEAR ARCHITECTURAL GRADE ASPHALT SHINGLES, STYLE: HERITAGE SERIES COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS						
SIDING 1	CE	MENT LAP SIDING NUFACTURER RE	DIE PLANK SELECT CE 6 · 8 1/4" w/ 7" EXPOSUR COMMENDATIONS. CO EXTERIOR FINISH COL	E. INSTALL PER LOR - REFER TO				
SOFFIT 1	AN FO	D NON VENTED. R	E 3 1/3" INVISIVENT VIP REFER TO ATTIC VENTI JENTED SOFFIT. COLOR DLORS	LATION SCHEDULE				
STONE 1			ONE VENEER, INSTALL ECOMMENDATIONS	PER				
STONE SILL 1	MA	PRECAST STONE SILL EDGE: SQUARE, INSTALL PER MANUFACTURER RECOMMENDATIONS, COLOR - REFER TO EXTERIOR FINISH COLORS						
TRIM BOARD 1	5/4	X 4 FIBER CEMEN	T TRIM BOARD					
TRIM BOARD 2		X 6 FIBER CEMEN						
WALL ASSEMBLY 07			UN-INSULATED EXTERI AL INFORMATION	OR WALL SEE SHEET				
WALL ASSEMBLY 08								
WASTE CONTAINER	SA	LISBURY VERSAT	ILE TRASHIRECYCLING	BIN OR ARCHITECT				

EXTERIOR FINISH COLORS					
FASCIA	TO MATCH NATURAL GRAY				
FIBER CEMENT TRIM	SW 7845 "THUNDER GRAY"				
GUTTERS / DOWNSPOUTS					
	GALVALUME (GALVAIZED ALUMINUM COLOR)				
MORTAR	TO MATCH STONE				
SHINGLES	WEATHERED WOOD				
	COLOR 'A' = SW 6199 "RARE GRAY" COLOR 'B' = SW 7050 "USEFUL GRAY"				
	COLONIAL WHITE				
	CORONAOD TEXAS RUBBLE CT501				
STONE SILLICAP	LOMPOC				

Always a Better Plan 100 Camelot Drive Fond Du Lac, WI 54935 Phone: (920) 926-9800 www.EXCELENGINEER.com

CONTINENTAL CONTINENTAL 519 FUND LLC W134 N8875 EXECUTIVE PARKWAY MENOMONEE FALLS, WI 53051 262 502 5500 \* FAX 262 502 5522

PROJECT INFORMATION

PROPOSED DEVELOPMENT FOR:

CONTINENTAL 519 FUND LLC
SARA JANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052

PROFESSIONAL SEAL

PRELIMINARY DATES CONSTRUCTION

JOB NUMBER 1957700 SHEET NUMBER

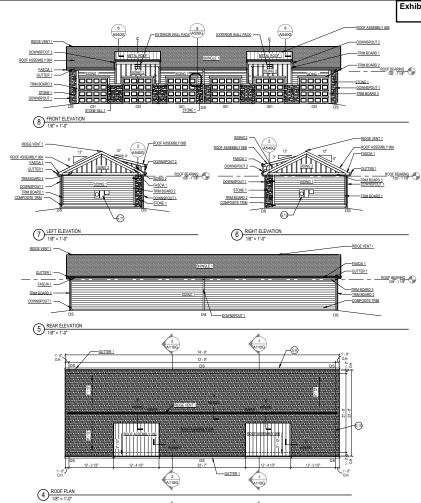
MAIL KIOSK PLANS, ELEVATIONS AND SECTIONS

**BUILDING - MAIL KIOSK** 

CASE: S201104

508

Exhibit D - Building Elevations Page 17 of 21



GARAGE G04

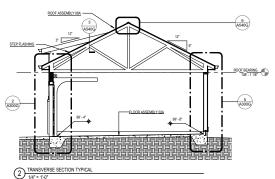
-G3)

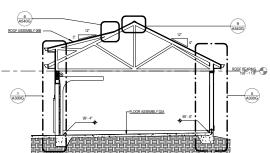
3 FLOOR PLAN 1/8" = 1'-0"

GARAGE G06

GARAGE G08

ELEVATION	ON MAT	ERIA	L STUD	Υ				
	FRONT ELEV	ATION	RIGHT ELEV	ATION	LEFT ELEVA	TION	REAR ELEVA	TION
MATERIAL	AREA	%	AREA	%	AREA	%	AREA	%
SIDING 1	131 SF	18%	174 SF	68%	174 SF	68%	629 SF	100%
SIDING 2	130 SF	18%	67 SF	26%	67 SF	26%	0 SF	0%
SIDING 3	0 SF	0%						
STONE 1	126 SF	18%	16 SF	6%	16 SF	6%	0 SF	0%
DOORS & WINDOWS	335 SF	46%	0 SF	0%	0 SF	0%	0 SF	0%
TOTAL C.	712.00	1000	267.00	1000/	267.00	1000/	620 PE	1000





TRANSVERSE SECTION @ DORMER

### GENERAL NOTES

- PROVIDE FIRE EXTINGUISER AND BRACKET IN EACH UNIT PER REQUIREMENTS OF IFC SECTION 906 OR LOCAL AHJ
- ALL VERTICAL TRIM TO BE CONTINUOUS WITH NO BREAKS

## LEGEND

DOWNSPOUT ASSEMBLY

EYED NOTES					
	PROVIDE WOOD 6" STUD WALL ON 6" WIDE CONCRETE CURB AT EXTERIOR WALLS				
	PROVIDE WOOD 4" STUD WALL ON 6" WIDE CONCRETE CURB AT INTERIOR WALLS				
G.3	PROVIDE 7/16" OSB SHEATING FROM BOTTOM OF WALL TO UNDERSIDE OF ROOF DECK - ONE SIDE ONLY SEE TYP, WALL SECTION				
G.4	SLOPE SLAB EDGE 1/2" AT GARAGE DOOR				
G.5	DASHED LINE INDICATES ROOF OVERHANG				
G.6	GARAGE DOOR KEYPAD TO BE INSTALLED ON FACE OF LEFT GARAGE DOO JAMB. WALL MOUNTED BUTTON CONTROLS TO BE INSTALLED ON INSIDE WALL ADJACENT TO KEYPAD. ALL CONTROLS TO BE MOUNTED 48" MAX AFF TO TOP OF CONTROL				
G.7	CRICKET SLOPE 1/8" PER FOOT				
	ALL GUTTERS EXCEEDING 60 FEET IN LENGTH MUST HAVE EXPANSION JOINT				
	ONE (1) LAYER OF 7/16" OSB ON WOOD STUD WALL INSTALL FROM INSIDE CORNER OF WALL, CONCEAL JUNCTION BOX AND WIRING, OSB TO COVER FULL WALL CAVITY TO ALLOW FOR EDGE NAILING				

ALTERNATE UTILITY CONNECTION LOCATION, COORDINATE LOCATION (

	& COMPONENTS
COMPOSITE TRIM	\$448 BORAL TRUEXTERIOR WOODGRAIN TRIM BOARD. FINISH AND COLOR TO MATCH FIBER CEMENT TRIM, PROVIDE AT ALL SIDING LOCATIONS. INSTALL PER MANUFACTURER RECOMMENDATIONS.
DOWNSPOUT 1	PREFINISHED 3" x 4" ALUMINUM DOWNSPOUT. CONNECT DOWNSPOUT TO STORM SEWER W/PVC ADAPTOR. COLOR - REFER TO EXTERIOR FINISH COLORS
	PREFINISHED 3" x 4" ALUMINUM DOWNSPOUT. CONNECT DOWNSPOUT FROM UPPER GUTTER TO LOWER GUTTER. COLOR - REFER TO EXTERIOR FINISH COLORS
	EXTERIOR LIGHT. MOUNT AT 20'-0" - SEE ELECTRICAL DRAWINGS
	4/4 x 8 FIBER CEMENT FASCIA BOARD
FLOOR ASSEMBLY 02A	CONCRETE SLAB ON GRADE - REFER TO FLOOR ASSEMBLIES SHEET
GUTTER 1	PREFINSHED 6" SEAMLESS "Y" STYLE ALUMINUM GUTTER PROVIDE SPACERS EVERY 36" O.C. MAX. PROVIDE DIVERTERS AND SPLASH GUARDS AT CORNERS AND VALLEYS. COLOR - REFER TO EXTERIOR FINISH COLORS
METAL ROOF 1	PAC-CLAD STANDING SEAM METAL ROOF PANELS. STYLE: SNAP CLAD 22GA. COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
RIDGE VENT 1	PROVIDE SHINGLE COVERED RIDGE VENT. RIDGE VENT COLOR TO MATCH ROOF SHINGLE COLOR. FREE VENTED AREA PER ATTIC VENTILATION SCHEDULE
	UNINSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W/ ASPHALT SHINGLES. REFER TO ROOF ASSEMBLIES SHEET
	UNINSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W PREFINISHED STANDING SEAM METAL ROOF, REFER TO ROOF ASSEMBLIES SHEET
SHINGLE 1	TAMKO 30 YEAR / 40 YEAR ARCHITECTURAL GRADE ASPHALT SHINGLES. STYLE: HERITAGE SERIES COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
SIDING 1	JAMES HARDIE: HARDIE PLANK SELECT CEDARMILL FIBER CEMENT LAP SIDING - 8 14" w 7" EXPOSURE. INSTALL PER IMAULFACTURER RECOMMENDITIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS

## DIOD EILUOII 001 000

5/4 X 6 FIBER CEMENT TRIM BOAR 5/4 X 8 FIBER CEMENT TRIM BOAR

EXTERIOR FINISH COLORS						
	SW 7645 "THUNDER GRAY"					
	TO MATCH NATURAL CLAY					
	SW 7645 "THUNDER GRAY"					
GARAGE DOORS	TO MATCH SW 6198 "SENSIBLE HUE"					
GUTTERS/DOWNSPOUTS						
	GALVALUME (GALVANIZED ALUMINUM COLOR					
	TO MATCH STONE					
	WEATHERED WOOD					
	COLOR 'A' = SW 6199 "RARE GRAY"					
	COLOR 'B' = SW 7050 "USEFUL GRAY"					
	SW 7050 "USEFUL GRAY"					
SOFFIT PANELS						
STONE	CORONADO TEXAS BURBLE CT501					

PRECAST STONE SILL: EDGE: SQUARE. INSTALL PER MAN

BUILDING - 6G CASE: S201104

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CONTINENTAL CONTINENTAL 519 FUND LLC W134 N8875 EXECUTIVE PARKWAY MENOMONEE FALLS, WI 53051 262 502 5500 ° FAX 262 502 5522

PROJECT INFORMATION

CONTINENTAL 519 FUND LLC SARA JANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052

PROPOSED DEVELOPMENT FOR:

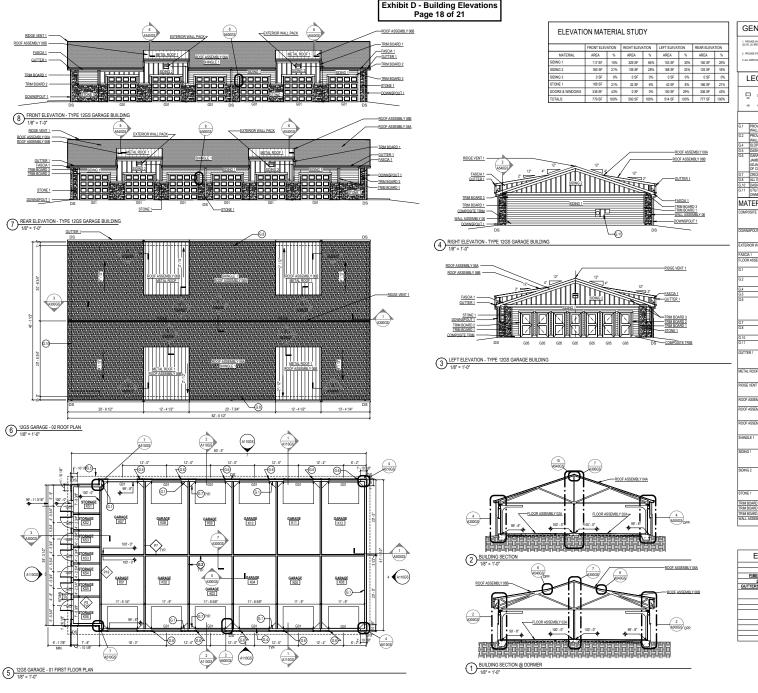
PROFFSSIONAL SEAL

PRELIMINARY DATES DEC. 04, 2019

JOB NUMBER

1957700 SHEET NUMBER

PLANS, ELEVATIONS & SECTIONS





PROVIDE WIGOO HEADERS IN WIGOO STUD WIALL: UP TO 5-0"; (2) 200 (1) BRG STUD, (1) KING STUD, 5-0" TO 8-0"; 2X1, [2] BRG STUDS, (3) KING STUDS, 8-0" TO 10-0"; (3) ZKD, (3) BRG STUDS, (3) KING STUDS.

## LEGEND

### KEYED NOTES

PROVIDE WOOD 6" STUD WALL ON 6" WIDE CONCRETE CURB AT EXTERIOR PROVIDE WOOD 4" STUD WALL ON 6" WIDE CONCRETE CURB AT INTERIOR.

G.5 DASHED LINE INDICATES ROOF OVERHAN

CARACE DOOR VEVRAD TO BE INSTALLED ON EACH OF LEFT CARACE DOOR JAMB. WALL MOUNTED BUTTON CONTROLS TO BE INSTALLED ON INSIDE WALL ADJACENT TO KEYPAD. ALL CONTROLS TO BE MOUNTED 48" MAX AFF TO TOP CRICKET SLOPE 1/8" PER FOOT

G.8 ALL GUTTERS EXCEEDING 50 FEET IN LENGTH MUST HAVE EXPANSION JOINT

## MATERIALS & COMPONENTS

 & COMPONENTS
5/4x8 BORAL TRUEXTERIOR WOODGRAIN TRIM BOARD, FINISH AND COLOR TO MATCH FIBER CEMENT TRIM, PROVIDE AT ALL SIDING LOCATIONS, INSTALL PER MANUFACTURER RECOMMENDATIONS.
PREFINISHED 3" x 4" ALUMINUM DOWNSPOUT. CONNECT DOWNSPOUT TO STORM SEWER W PVC ADAPTOR. COLOR - REFER TO EXTERIOR FINISH COLORS

AIA V R EIRED CEMENT EASCIA ROAD

AT EXTERIOR WALLS PROVIDE WOOD 4" STUD WALL ON 6"

AT INTERIOR WILLS
SLOPE SLAB EDEG 12" AT GARAGE DOOR
DASHED LINE INDICATES ROOF OVERHANG
GARAGE DOOR KEYPAD TO BE INSTALLED ON FACE OF LEFT
GARAGE DOOR MAINE WALL MOUNTED BUTTON CONTROLS
TO BE INSTALLED ON INSIDE WALL ADJACENT TO KEYPAD. CONTROLS TO BE MOUNTED 48" MAX AFF TO TOP OF CONTINUE.

UTILITY CONNECTION LOCATION. COORDINATE LOCATION
WITH CIVIL & OWNER.
PREFINISHED 8" SEAMLESS "K" STYLE ALUMINUM GUTTER.

PREFINISED FISAMLESS YS STYLE ALUMINAM GUTTER.
PROVIDE SPACES EVERY 95 O.C. MA. PROVIDE EVERTISED
AND SPASH GUARDS AT CORNERS AND VALLEYS. COLOR.
REFER TO EXTENDED FOLORS.
PACCULD STANDING SEAM METAL ROOF PANELS. STYLE.
SANG-LAD 250. COLOR. REFER TO DOLOR SOCIETATION
EXTENDED FINAM DOLORS.
PROVIDE SYNING COUGH REFER TO DOLOR SOCIETATION
COLOR TO MAILTON FOR SOME STANDING EVENT.
PROVIDE SYNING COVERED RIGGE VENT. RODGE VENT.
COLOR TO MAILTON ROOF SHANKEL COLOR FIRES VENTED
MER FART ATTE VENTAL ROOFS SENSING.

INSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF w/ASPHALT SHINGLES. REFER TO ROOF ASSEMBLIES SHEET

UNINSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W ASPHALT SHINGLES. REFER TO ROOF ASSEMBLIES SHEET

SHEET UNINSLATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF UP REPRINSHED STANDING SEAM METAL ROOF. REFER TO ROOF ASSEMLES SHEET TAMOS SY YEAR! ANY YEAR ARCHITECTURAL GRADE ASSMALT SHANGLES STYLE HERITAGE SERIES COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS AWES HARDIE: HARDIE PLANS RESCECT CEDAMMILL FIBER AWES HARDIE: HARDIE PLANS RESCECT CEDAMMILL FIBER AWES HARDIE: HARDIE PLANS RESCECT CEDAMMILL FIBER AWES HARDIE: AND FLORE SELECT SELECT SELECT FLORE AWES HARDIE: AND FLORE SELECT SELECT SELECT SELECT SELECT AWES HARDIE: AND FLORE SELECT SELECT SELECT SELECT SELECT AWES HARDIE: AND FLORE SELECT SELECT SELECT SELECT SELECT AWES HARDIE: AND FLORE SELECT SELECT SELECT SELECT SELECT AWES HARDIE: AND FLORE SELECT SELECT SELECT SELECT SELECT AWES HARDIE: AND FLORE SELECT SELECT SELECT SELECT AWES HARDIE: AND FLORE SELECT AWES HARDIE: A CEMENT LAP SIDING - 8 1/4" w/ 7" EXPOSURE INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS

JAMES HARDIE: HARDIE PANEL FIBER CEMENT VERTICAL SIDING WI HARDIE TRIM 1/3 BATTEN BOARDS AT 16" O.C. VERTICAL. INSTALL PER MANUFACTURER RECOMMENDATIONS, COLOR - REFER TO COLOR SCHEMES & MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURERS RECOMMENDATIONS

5/4 X 4 FIBER CEMENT TRIM BOARD 5/4 X 6 FIBER CEMENT TRIM BOARD 5/4 X 8 FIBER CEMENT TRIM BOARD 2:6 WOOD FRAMED UN-INSULATED WOOD FRAMED EXTERIO WALL. SEE SHEET G040 FOR MORE INFORMATION

## EYTEDIOD EINIGH COLODS

EXTERIOR FINISH COLORS			
	SW 7645 "THUNDER GRAY"		
	TO MATCH NATURAL CLAY		
FIBER CEMENT TRIM	SW 7645 "THUNDER GRAY"		
	TO MATCH SW 6198 "SENSIBLE HUE"		
GUTTERS/DOWNSPOUTS			
	GALVALUME (GALVANIZED ALUMINUM		
	COLOR)		
	TO MATCH STONE		
	OLD ENGLISH PEWTER		
	COLOR 'A' = SW 6199 "RARE GRAY"		
	COLOR 'B' = SW 7050 "USEFUL GRAY"		
	SW 7050 "USEFUL GRAY"		
SOFFIT PANELS			
	CORONADO TEXAS RUBBLE CT501		
STONE SILL	LOMPOC		

BUILDING - 12GS CASE: S201104

Always a Better Plan 100 Camelot Drive Fond Du Lac, WI 54935 Phone: (920) 926-9800 www.EXCELENGINEER.com

QNTINENTAL CONTINENTAL 519 FUND LLC W134 N8675 EXECUTIVE PARKWAY MENOMONEE FALLS, WI 53051 262.502.5500 \* FAX 262.502.5522

PROJECT INFORMATION

PROPOSED DEVELOPMENT FOR:

CONTINENTAL 519 FUND LLC SARAJANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052

PROFESSIONAL SEAL

PRELIMINARY DATES

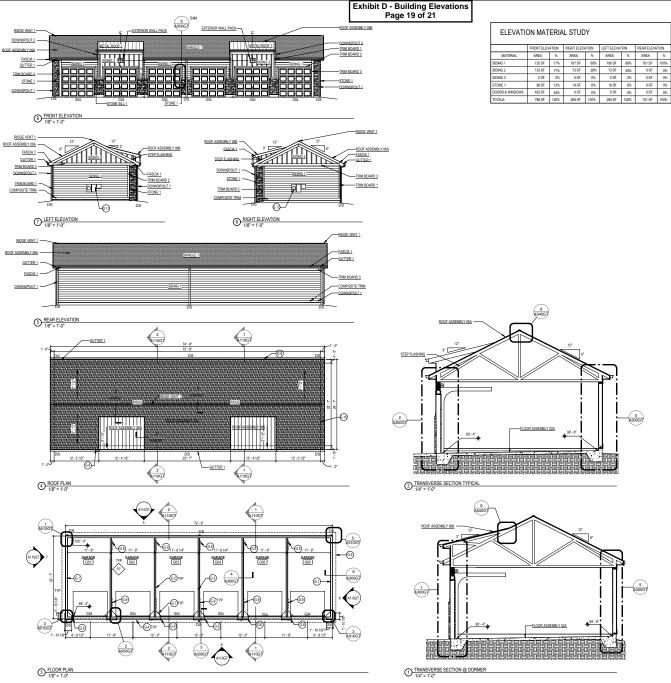
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FOR CONSTRUCTION

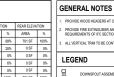
JOB NUMBER

1957700 SHEET NUMBER

**GARAGE PLANS & ELEVATIONS** 



## RONT FLEVATION RIGHT FLEVATION LEFT FLEVATION REAR FLEVATION % AREA 198 SF 69% 701 SF 100% 73 SF 25% 0 SF 0% 18 SF 6% 0 SF 0% 0 SF 0% 0 SF 0%





G.1	PROVIDE WOOD 6" STUD WALL ON 6" WIDE CONCRETE CURB AT EXTERIOR WALLS
G.2	PROVIDE WOOD 4" STUD WALL ON 6" WIDE CONCRETE CURB AT INTERIOR WALLS
G.3	PROVIDE 7/16" OSB SHEATING FROM BOTTOM OF WALL TO UNDERSIDE OF ROOF DECK - ONE SIDE ONLY SEE TYP, WALL SECTION
G.4	SLOPE SLAB EDGE 1/2" AT GARAGE DOOR
G.5	DASHED LINE INDICATES ROOF OVERHANG
G.6	GARAGE DOOR KEYPAD TO BE INSTALLED ON FACE OF LEFT GARAGE DOOR JAMB. WALL MOUNTED BUTTON CONTROLS TO BE INSTALLED ON INSIDE WALL ADJACENT TO KEYPAD. ALL CONTROLS TO BE MOUNTED 48" MAX AFF TO TOP OF CONTROL
G.7	CRICKET SLOPE 1/8" PER FOOT
G.8	ALL GUTTERS EXCEEDING 50 FEET IN LENGTH MUST HAVE EXPANSION JOINT
G.9	ONE (1) LAYER OF 7/16" OSB ON WOOD STUD WALL INSTALL FROM INSIDE CORNER OF WALL, CONCEAL JUNCTION BOX AND WIRINS. OSB TO COVER FULL WALL CANTY TO ALLOW FOR EDGE NAILING
G.10	DASHED LINE INDICATES FOOTPRINT OF BUILDING
G.11	UTILITY CONNECTION LOCATION. COORDINATE LOCATION WITH CIVIL & OWNER.
G.12	ALTERNATE UTILITY CONNECTION LOCATION. COORDINATE LOCATION WITH CIVIL & OWNER

COMPOSITE TRIM	SIMB BOPAL TRUEXTERIOR WOODGRAIN TRIM BOARD, FINSH AND COLOR TO MATCH FIBER CREMENT TRIM, PROVIDE AT ALL, SIDING LOCATIONS, INSTALL PER MANUFACTURER RECOMMENDATIONS, PREFINASHED 37 AF ALLIMINAU DOWNSPOUT. CONNECT DOWNSPOUT TO STORM SEWER W, PVC ADAPTOR, COLOR - REFER TO EXTERIOR FINISH COLORS.		
DOWNSPOUT 1			
DOWNSPOUT 2	PREFINISHED 3" x 4" ALUMINUM DOWNSPOUT. CONNECT DOWNSPOUT FROM UPPER GUTTER TO LOWER GUTTER. COLOR - REFER TO EXTERIOR FINISH COLORS		
EXTERIOR WALL PACK	EXTERIOR LIGHT. MOUNT AT 20'-0" - SEE ELECTRICAL DRAWINGS		
FASCIA 1	4/4 x 8 FIBER CEMENT FASCIA BOARD		
FLOOR ASSEMBLY 02A	CONCRETE SLAB ON GRADE - REFER TO FLOOR ASSEMBLIES SHEET		
GUTTER 1	PREFINISHED 6" SEAMLESS "K" STYLE ALLIMINUM GUTTER. PROVIDE SPACERS EVERY 36" O.C. IMAX. PROVIDE DIVERTERS AND SPLASH GUARDS AT CORNERS AND VALLEYS. COLOR - REFER TO EXTERIOR FINISH COLORS		
METAL ROOF 1	PAC-CLAD STANDING SEAM METAL ROOF PANELS. STYLE: SNAP CLAD 22GA. COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS		
RIDGE VENT 1	PROVIDE SHINGLE COVERED RIDGE VENT, RIDGE VENT COLOR TO MATCH ROOF SHINGLE COLOR, FREE VENTED AREA PER ATTIC VENTILATION SCHEDULE		
ROOF ASSEMBLY 06A	UNINSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W/ ASPHALT SHINGLES. REFER TO ROOF ASSEMBLIES SHEET		
ROOF ASSEMBLY 068	UNINSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF w/ PREFINISHED STANDING SEAM METAL ROOF, REFER TO ROOF ASSEMBLIES SHEET		
SHINGLE 1	TAMKO 30 YEAR / 40 YEAR ARCHITECTURAL GRADE ASPHALT SHINGLES STYLE: HERITAGE SERIES COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS		
SIDING 1	JAMES HARDIE: HARDIE PLANK SELECT CEDARMILL FIBER CEMENT LAP SIDING - 8 14" WI 7" EUPOSURE. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS		
SIDING 2	JAMES HARDIE: HARDIE PANEL FIBER CEMENT VERTICAL SIDING W HARDIE TRIM 1::3 BATTEN BOARDS AT 16" O.C. VERTICAL INSTALL PE MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS		
STEP FLASHING	PROVIDE PRE-FINISHED METAL STEP FLASHINGAT ALL ROOF TO WALL CONNECTIONS.		
STONE 1	MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURERS RECOMMENDATIONS		
STONE SILL 1	PRECAST STONE SILL. EDGE: SQUARE. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO EXTERIOR FINISH COLORS		
TRIM BOARD 1	5/4 X 4 FIBER CEMENT TRIM BOARD		
TRIM BOARD 2	SIA X 6 FIRER CEMENT TRIM BOARD		

EXTERIOR FINISH COLORS			
	SW 7645 "THUNDER GRAY"		
	TO MATCH NATURAL CLAY		
FIBER CEMENT TRIM	SW 7645 "THUNDER GRAY"		
	TO MATCH SW 6198 "SENSBILE HUE"		
GUTTERS/DOWNSPOUTS			
	GALVALUME (GALVANIZED ALUMINUM COLOR)		
	TO MATCH STONE		
	WEATHERED WOOD		
	COLOR 'A' = SW 6199 "RARE GRAY" COLOR 'B' = SW 7050 "USEFUL GRAY"		
	SW 7050 "USEFUL GRAY"		
SOFFIT PANELS			
STONE	CORONADO TEXAS RUBBLE CT501		

TRIM BOARD 3 5/4 X 8 FIBER CEMENT TRIM BOAR

BUILDING - 6GT CASE: S201104

JOB NUMBER 1957700

CONTINENTAL 519 FUND LLC SARA JANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052

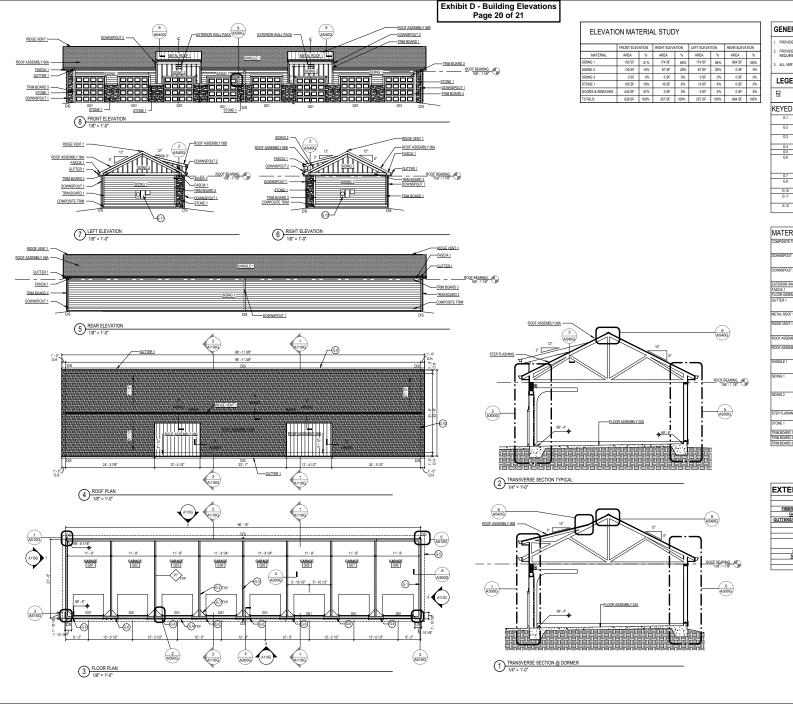
PROPOSED DEVELOPMENT FOR:

PROFFSSIONAL SEAL

PRELIMINARY DATES MAR. 9, 2020

CONSTRUCTION

508



### GENERAL NOTES

- PROVIDE WOOD HEADERS AT OPENINGS IN WOOD STUD WALL
- PROVIDE FIRE EXTINGUISER AND BRACKET IN EACH UNIT PER REQUIREMENTS OF IFC SECTION 906 OR LOCAL AND
- ALL VERTICAL TRIM TO BE CONTINUOUS WITH NO BREAKS

### LEGEND

DOWNSPOUT ASSEMBLY

YED NOTES			
G.1	PROVIDE WOOD 6" STUD WALL ON 6" WIDE CONCRETE CURB AT EXTERIOR WALLS		
G.2	PROVIDE WOOD 4" STUD WALL ON 6" WIDE CONCRETE CURB AT INTERIOR WALLS		
G.3	PROVIDE 7/16" OSB SHEATING FROM BOTTOM OF WALL TO UNDERSIDE OF ROOF DECK - ONE SIDE ONLY SEE TYP. WALL SECTION		
G.4	SLOPE SLAB EDGE 1/2" AT GARAGE DOOR		
G.5	DASHED LINE INDICATES ROOF OVERHANG		
G.6	GARAGE DOOR KEYPAD TO BE INSTALLED ON FACE OF LEFT GARAGE DOOR JAMB. WALL MOUNTED BUTTON CONTROLS TO BE INSTALLED ON INSIDE WALL ADJACENT TO KEYPAD. ALL CONTROLS TO BE MOUNTED 48" MAX AFF		

CRICKET SI ODE 18º DER EOOT

NETS. ERNATE UTILITY CONNECTION LOCATION, COORDINATE LOCATION WI

MATERIALS 8	& COMPONENTS
COMPOSITE TRIM	5/4x8 BORAL TRUEXTERIOR WOODGRAIN TRIM BOARD. FINISH AND COLOR TO MATCH FIBER CEMENT TRIM. PROVIDE AT ALL SIDING LOCATIONS. INSTALL PER MANUFACTURER RECOMMENDATIONS.
DOWNSPOUT 1	PREFINISHED 3" x 4" ALUMINUM DOWNSPOUT. CONNECT DOWNSPOUT TO STORM SEWER W PVC ADAPTOR. COLOR - REFER TO EXTERIOR FINISH COLORS
DOWNSPOUT 2	PREFINISHED 3" x 4" ALUMINUM DOWNSPOUT. CONNECT DOWNSPOUT FROM UPPER GUTTER TO LOWER GUTTER. COLOR - REFER TO EXTERIOR FINISH COLORS
EXTERIOR WALL PACK	EXTERIOR LIGHT. MOUNT AT 20'-0" - SEE ELECTRICAL DRAWINGS
FASCIA 1	4/4 x 8 FIBER CEMENT FASCIA BOARD
FLOOR ASSEMBLY 02A	CONCRETE SLAB ON GRADE - REFER TO FLOOR ASSEMBLIES SHEET
GUTTER 1	PREFINISHED 6" SEAMLESS "K" STYLE ALLMINUM GUTTER. PROVIDE SPACERS EVERY 36" O.C. MAX. PROVIDE DIVERTERS AND SPLASH GUARDS AT CORNERS AND VALLEYS. COLOR - REFER TO EXTERIOR FINISH COLORS
METAL ROOF 1	PAC-CLAD STANDING SEAM METAL ROOF PANELS. STYLE: SNAP CLAD 22GA COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
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SHINGLE 1	TAMKO 30 YEAR / 40 YEAR ARCHITECTURAL GRADE ASPHALT SHINGLES. STYLE: HERITAGE SERIES COLOR: REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
SIDING 1	JAMES HARDIE: HARDIE PLANK SELECT CEDARMILL FIBER CEMENT LAP SIDING - 8 14" w" 7" EUPOSURE. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
SIDING 2	JAMES HARDIE: HARDIE PANEL FIBER CEMENT VERTICAL SIDING W HARDIE TRIM 1/3 BATTEN BOARDS AT 16" O.C. VERTICAL. INSTALL PER MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS
STEP FLASHING	PROVIDE PRE-FINISHED METAL STEP FLASHINGAT ALL ROOF TO WALL CONNECTIONS.
STONE 1	MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURERS RECOMMENDATIONS

EXTERIOR FINISH COLORS

Bit Entroit i inton colonto			
	SW 7067 "THUNDER GRAY"		
	TO MATCH NATURAL CLAY		
	SW 7067 "THUNDER GRAY"		
GARAGE DOORS	TO MATCH SW 6198 "SENSIBLE HUE"		
GUTTERS/DOWNSPOUTS			
	GALVALUME (GALVANIZED ALUMINUM COLOR)		
	TO MATCH STONE		
	WEATHERED WOOD		
	COLOR 'A' = SW 6199 "RARE GRAY" COLOR 'B' = SW 7050 "USEFUL GRAY"		
	SW 7050 " USEFUL GRAY"		
SOFFIT PANELS	NATURAL CLAY		

5/4 X 6 FIBER CEMENT TRIM BOARD

**BUILDING - 8G** CASE: S201104

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CONTINENTAL CONTINENTAL 519 FUND LLC W134 N8875 EXECUTIVE PARKWAY MENOMONEE FALLS, WI 53051 262.502.5500 \* FAX 262.502.5522

PROJECT INFORMATION

PROPOSED DEVELOPMENT FOR:

CONTINENTAL 519 FUND LLC
SARA JANE & BOB SMITH PARKWAY • GRAND PRAIRIE, TEXAS 75052

PROFFSSIONAL SEAL

PRELIMINARY DATES

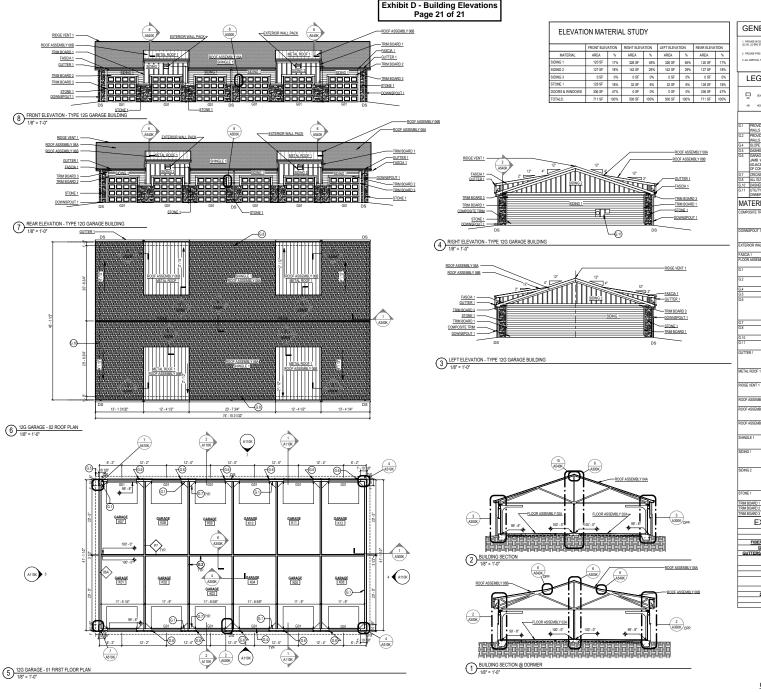
CONSTRUCTION

508

JOB NUMBER 1957700

SHEET NUMBER

PLANS, ELEVATIONS & SECTIONS



GENERAL NOTES

PROVIDE WOOD HEADERS IN WOOD STUD WALL: UP TO 5-0°, (2) 200 (1) BRG STUD, (1) (NAMS STUD, 5-0° TO 8-0°, 2X1, (2) BRG STUDS, (3) KRG STUDS, 8-0° TO 10-0°, (3) 2X12, (3) BRG STUDS, (3) KRG STUDS.

LEGEND

KEYED NOTES

ROVIDE WOOD 6" STUD WALL ON 6" WIDE CONCRETE CURB AT EXTERIO

PROVIDE WOOD 4" STUD WALL ON 6" WIDE CONCRETE CURB AT INTERIOR.

CARACE DOOD VEVRAD TO BE INSTALLED ON EACH OF LEFT CARACE DOOD JAMB, WALL MOUNTED BUTTON CONTROLS TO BE INSTALLED ON INSIDE WALL ADJACENT TO KEYPAD, ALL CONTROLS TO BE MOUNTED 48" MAX AFF TO TOP

G.7 CRICKET SLOPE 18" PER FOOT
G.8 ALL GUTTERS EXCEEDING 50 FEET IN LENGTH MUST HAVE EXPANSION JOINT G.10 DASHED LINE INDICATES FOOTPRINT OF BUILDING
G.11 UTILITY CONNECTION LOCATION. COORDINATE LOCATION WITH CIVIL 8

MATERIALS & COMPONENTS

5/4x8 BORAL TRUEXTERIOR WOODGRAIN TRIM BOARD. FIN AND COLOR TO MATCH FIBER CEMENT TRIM. PROVIDE AT / SIDING LOCATIONS. INSTALL PER MANUFACTURER

DECEMBER 2" v /" ALLIMINI IM DOMNSDOLIT. CONNE DOWNSPOUT TO STORM SEWER W PVC ADAPTOR, COLOR REFER TO EXTERIOR FINISH COLORS EXTERIOR LIGHT. MOUNT AT 20'-0" - SEE ELECTRICAL

AND AND EDGED CEMENT EASON BOAR AT EXTERIOR WALLS PROVIDE WOOD 4" STUD WALL ON 6"

AT INTERIOR WILLS.
SLOPE SLAB EDGE 12" AT GARAGE DOOR
DASHED LINE INDICATES ROOF OVERHAMS
GRANGE DOOR KEYPAD TO BE INSTALLED ON FACE OF LEFT
GRANGE DOOR JAMES WILL MOUNTED BUTTON CONTROLS TO
BE INSTALLED ON INSIDE WILL ADJACENT TO KEYPAD. ALL
CONTROLS TO BE MOUNTED ANY MAY AFF TO TO CO.

CONTINUE OF THE DED FOOT LICKTURE 1 SELVE 188 PER FOUT
ALL GUTTERS EXCEEDING 50 FEET IN LENGTH MUST HAVE
EXPANSION JOINT
DASHED LINE INDICATES FOOTPRINT OF BUILDING UTILITY CONNECTION LOCATION. COORDINATE LOCATION
WITH CHIL & OWNER.
PREFINISHED 8" SEAMLESS "K" STYLE ALLMINUM GUTTER.

PREFINISED PERMASSIS TO STILE ALUMINAM GUTTER. PROVIDE SPACES EVERY 870 C. MA. PROVIDE DIVERTISED AND SPLASH GUARDS AT CORNERS AND VALLEYS. COLOR-REPER TO EXTENDED AT CORNERS AND VALLEYS. COLOR-REPER TO EXTENDED AT ROSH COLOR. SPECIAL STILL SPACE CALL STANDING SEAM METAL ROSO PRIVALS. STYLE-SAMP CLAD 250. COLOR REPER TO COLOR SOCIENTS SEA EXTENDED RINGS COLOR REPER TO COLOR SOCIENTS SEA PROVIDE SHANES COVERED ROSC EVENT. ROSE VENT COLOR TO MATCH ROSO SHANKEL COLOR FREE VENTED AREA FREA TICK DESTINATIONS COLORISM.

INSULATED DRE-ENGINEERED SLORED WOOD TRUSS BOOK w/asphalt shingles. Refer to roof assemblies sheet

UNINSULATED, PRE-ENGINEERED SLOPED WOOD TRUSS ROOF W ASPHALT SHINGLES. REFER TO ROOF ASSEMBLIES SHEET

JAMES HANDLE: HANDLE PLANK SELECT CEDARMILL FIBER
CEMENT LAP SIDING - 8 14" w/ 7" EXPOSURE. INSTALL PER
MANUFACTURER RECOMMENDATIONS. COLOR - REFER TO
COLOR SCHEMES & EXTERIOR FINISH COLORS JAMES HARDIE: HARDIE PANEL FIBER CEMENT VERTICAL SIDING W HARDIE TRIM 1/3 BATTEN BOARDS AT 16" O.C. VERTICAL. INSTALL PER MANUFACTURER RECOMMENDATIONS, COLOR - REFER TO COLOR SCHEMES & EXTERIOR FINISH COLORS

MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURERS RECOMMENDATIONS 5/4 X 4 FIBER CEMENT TRIM BOARD 5/4 X 6 FIBER CEMENT TRIM BOARD 5/4 X 8 FIBER CEMENT TRIM BOARD

EXTERIOR FINISH COLORS

DOORS SW 7067 "THUNDER GRAY FASCIA TO MATCH NATURAL CLA FIBER CEMENT TRIM SW 7067 "THUNDER GRAY"

GARAGE DOORS TO MATCH SW 6198 "SENSIBLE HUE" METAL ROOF GALVALUME (GALVANIZED ALUMINUM

ATURAL CLAY DRONADO TEXAS RUBBLE CT501

BUILDING - 12G CASE: S201104

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ONTINENTAL CONTINENTAL 519 FUND LLC W134 NB675 EXECUTIVE PARKWAY MENOMONEE FALLS, WI 53051 262.502.5500 \* FAX 262.502.5522

PROJECT INFORMATION

CONTINENTAL 519 FUND LLC SARAJANE & BOB SMITH PARKWAY • GRAND PRARIE, TEXAS 75052 PROPOSED DEVELOPMENT FOR:

PROFESSIONAL SEAL

PRELIMINARY DATES DEC. 04, 2019

FOR CONSTRUCTION

JOB NUMBER 1957700

SHEET NUMBER



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-10615 Version: 1 Name: S201105 - Hamilton Matthew Business Center

Type: Agenda Item Status: Planning and Zoning Items for Individual

Consideration

File created: 11/16/2020 In control: Planning and Zoning Commission

On agenda: 12/15/2020 Final action:

Title: S201105 - Site Plan - Hamilton Matthew Business Center (City Council District 6). Site Plan for (2)

two Office/Warehouse Distribution Buildings on two lots. The proposed buildings are 52,000 and 31,540 square feet. Located at 4200 Matthew Road, legally described as 7.0 acre tract situated in the Memucan Hunt Survey, Tract 2.2, Abstract No. 1723, Page 570, City of Grand Prairie, Dallas County, Texas, zoned Planned Development - 30 District. This property is generally located south of Bardin Road and West of Matthew Road, within the I-20 Corridor Overlay District. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A - Boundary Description.pdf

Exhibit B - Site Plan.pdf

Exhibit C - Landscape Plan.pdf
Exhibit D - Building Elevations.pdf
PZ Draft Minutes 11-23-2020.pdf

Date Ver. Action By Action Result

## From

Monica Espinoza, Executive Assistant

## **Title**

S201105 - Site Plan - Hamilton Matthew Business Center (City Council District 6). Site Plan for (2) two Office/Warehouse Distribution Buildings on two lots. The proposed buildings are 52,000 and 31,540 square feet. Located at 4200 Matthew Road, legally described as 7.0 acre tract situated in the Memucan Hunt Survey, Tract 2.2, Abstract No. 1723, Page 570, City of Grand Prairie, Dallas County, Texas, zoned Planned Development - 30 District. This property is generally located south of Bardin Road and West of Matthew Road, within the I-20 Corridor Overlay District. (On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

## **Presenter**

Savannah Ware, AICP, Chief City Planner

## **Recommended Action**

Approve

File #: 20-10615, Version: 1

# **Analysis**

# **SUMMARY:**

Site Plan for (2) two Office/Warehouse Distribution Buildings on two lots. The proposed buildings are 52,000 and 31,540 square feet. Located at 4200 Matthew Road, legally described as 7.0 acre tract situated in the Memucan Hunt Survey, Tract 2.2, Abstract No. 1723, Page 570, City of Grand Prairie, Dallas County, Texas, zoned Planned Development - 30 District. This property is generally located south of Bardin Road and West of Matthew Road, within the I-20 Corridor Overlay District.

# **PURPOSE OF REQUEST:**

The applicant intends to construct two office/warehouse buildings on 7 acres. City Council must approve a site plan for any project involving industrial uses or that is located within a Corridor Overlay District. Development at this location requires City Council approval of a Site Plan because the property is for industrial uses with buildings exceeding 50,000 square feet.

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

In addition, UDC's Appendix X, Industrial Development Standards addresses potential adverse environmental, visual, and truck traffic associated with large warehouses, outside storage, distribution-logistical related developments exceeding five acres in size.

# **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-372	Warehouse
South	PD-30	Undeveloped (Willis Branch)
West	PD-378	Undeveloped
East	PD-30	Undeveloped

# **PROPOSED USE CHARACTERISTICS AND FUNCTION:**

The proposal includes two rear-loaded office/warehouse-buildings along Bardin Road. Building 1 is intended to house the applicant's technology business along with headquarters. Building 2 is speculative and is being developed without a tenant in mind.

- Building 1 is 31,450 square feet. 20,000 square feet is intended for warehouse purposes, with the remaining balance as office space. The site will be accessible from two drives off West Bardin Road and includes a southwest-facing truck dock with 10 overhead doors.
- Building 2 is 52,000 square feet. 42,000 square feet is intended for warehouse purposes, with the remaining balance as office space. The site will be accessible from two drives off of West Bardin Road and includes a southwest-facing truck dock with 12 overhead doors.

## **ZONING REQUIREMENTS:**

# Density and Dimensional Requirements

Development is subject to PD-30 and Appendix X Industrial Development Standards in the UDC. PD-30 explicitly states to refer to the UDC for standards. The table below evaluates the density and dimensional standards of the proposed development. The proposal meets the density and dimensional requirements. The applicant is required to plat the property prior to issuance of building permits.

Table 2: Site Data Summary for Building 1

Standard	Required	Provided	Meets
Min. Lot Area (Sq. Ft.)	15,000	122,010	Yes
Min. Lot Width (Ft.)	100	483	Yes
Min. Lot Depth (Ft.)	150	405	Yes
Front Setback (Ft.)	25	30	Yes
Side Setback (Ft.)	30	30	Yes
Max. Height (Ft.)	50	33.5	Yes
Max. Floor Area Ratio	1:1	0.26:1	Yes

**Table 3: Site Data Summary for Building 2** 

Standard	Required	Provided	Meets
Min. Lot Area (Sq. Ft.)	15,000	182,911	Yes
Min. Lot Width (Ft.)	100	447	Yes
Min. Lot Depth (Ft.)	150	439	Yes
Front Setback (Ft.)	25	30	Yes
Side Setback (Ft.)	30	30	Yes
Max. Height (Ft.)	50	35	Yes
Max. Floor Area Ratio	1:1	0.28:1	Yes

## Landscape and Screening

The property is subject to landscape and screening requirements in Article 8 and Appendix X of the UDC. Zoning Analysis Tables summarize the requirements. The site exceeds the minimum landscape area, number of trees, and number of shrubs and screening requirements. Parking will be screened utilizing 36" height berm, along with acceptable buffer from the public right-of-way. Additionally, Appendix X requires that 30% of existing healthy caliper inches to be saved, the applicant is proposing 9%.

Table 4: Landscape & Screening Requirements for Building 1

Standard	Required	Provided	Meets
Area (Sq. Ft.)	12,201	36,000	Yes
Trees	24	24	Yes
Shrubs	244	246	Yes
Foundation Plantings	Along primary facades	Provided plantings	Yes
Entrance Plantings	At building entrance	Provided plantings	Yes
Truck Screening 1	8' masonry wall	8' masonry wall	Yes
Truck Screening 2	Living Screen	Living Screen	Yes
Tree Preservation	30% of healthy trees	0%	No

Table 5: Landscape & Screening Requirements for Building 2

Standard	Required	Provided	Meets
Area (Sq. Ft.)	18,291	62,500	Yes
Trees	37	37	Yes
Shrubs	366	377	Yes
Foundation Plantings	Along primary facades	Provided plantings	Yes
Entrance Plantings	At building entrance	Provided plantings	Yes
Truck Screening	None	None	Yes
Tree Preservation	30% of healthy trees	9%	No

# **Building Materials and Design**

Industrial buildings greater than 50,000 sq. ft. are subject to the requirements in Appendix X of the UDC. Appendix X requires that primary facades include at least three design elements and secondary facades include at least two design elements. The tables below evaluate the design elements for each building. The proposed building elevations meet and exceed Appendix X requirements. To raise the level of architectural style, the applicant provided primary façades with twice as many elements than what is required by Appendix X.

Both buildings 1 & 2 consists of 100% exterior masonry construction utilizing textured concrete tilt-wall panels of varying finishes and colors in compliance with required architectural articulation requirements. The buildings also incorporate glass, stone, and accent canopies to complement the overall architectural theme of the project. The construction styles consist of three accent materials along the vertical surface. The primary facades shall provide accent lighting, colonnades, and awnings minimum 50% of its length.

Table 6: Building Design Elements for Building 1

Facade	Type a.	b.	c.	d.	e.	f.	g.	h.	i.	Tota	l ElMeets
North	PrimaryY	Y	Y	Y	Y	Y	Y	N	N	6	Yes
South	SecondaY	N	N	Y	-	-	-	-	-	2	Yes
West	PrimaryY	Y	Y	N	Y	Y	Y	N	N	6	Yes
East	SecondaY	N	N	Y	-	-	-	-	-	2	Yes

**Table 7: Building Design Elements for Building 2** 

Facade	Type a.	b.	c.	d.	e.	f.	g.	h.	i.	Tota	l ElMeets
North	PrimaryY	Y	Y	N	Y	Y	Y	N	N	6	Yes
South	SecondaY	N	N	Y	-	-	-	-	-	2	Yes
West	SecondaY	N	N	Y	-	-	-	-	-	2	Yes
East	SecondaY	N	N	Y	-	-	-	-	-	2	Yes

## Parking

The proposal meets the required total parking spaces. For Lot 1, the applicant has asked for an additional 5 spaces over the allowed maximum stated in Article 10 of the UDC. The UDC allows for the DRC to review reductions/overages of parking on a case by case basis. DRC has no objections to this and approves the overages.

## **EXCEPTIONS OR APPEALS:**

The applicant is requesting the following variances:

## File #: 20-10615, Version: 1

- 1. <u>Encroachment of the 30-foot landscape buffer.</u> The applicant will have two fire lanes and partial parking spaces that will be placed within the landscape buffer.
- 2. <u>Less than 30% of trees preserved</u>. Appendix X requires 30% of existing healthy trees to be saved, applicant is proposing to save 9%.
- 3. Allowance for truck docks to be slightly adjacent to residentially zoned property.

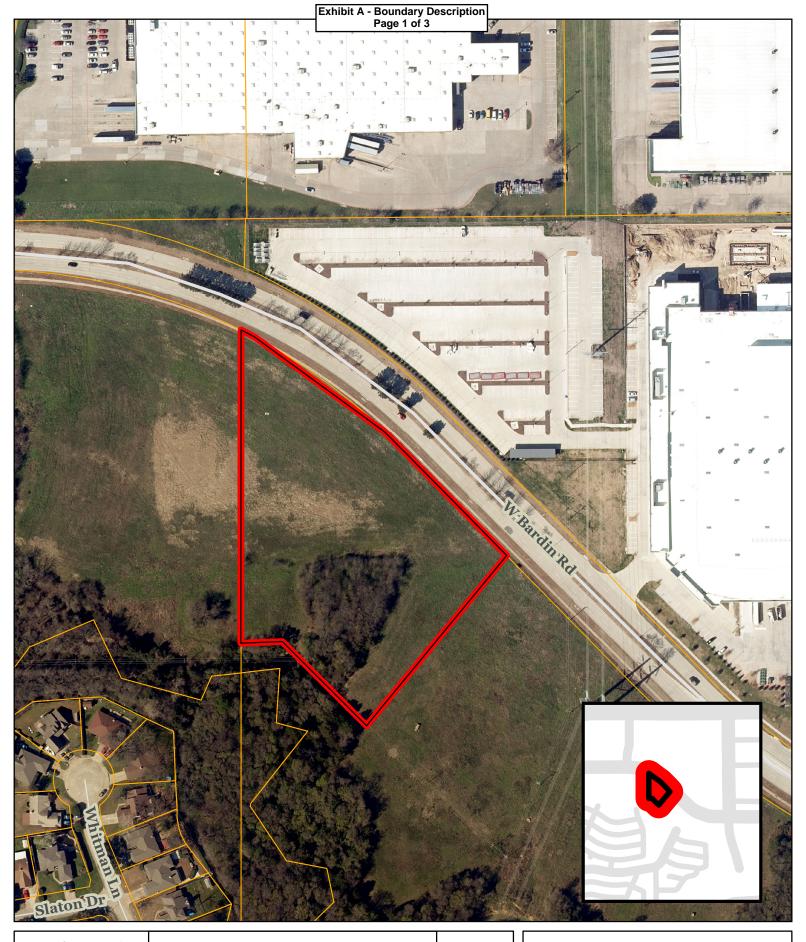
# **ANALYSIS:**

Due to the unique shape and layout of the site, the developer has requested three variances from what is required by the UDC. Staff does not object to the requested variances as the developer has offered compensatory measures to provide a quality product. The developer has offered two rows of living screen to complement the required 8-foot masonry wall to adequately buffer the property from the residentially zoned property to the west. While staff would like to see more trees saved, there is substantial natural buffer along the southern boundary which is encompassed by floodplain.

## **RECOMMENDATION:**

The Planning and Zoning Commission recommended approval by a vote of 8-0.

The Development Review Committee (DRC) recommends approval.





**CASE LOCATION MAP** 

S201105 - Site Plan Hamilton Matthew Business Center



City of Grand Prairie
Development Services

**(**972) 237-8255

www.gptx.org

Exhibit A - Boundary Description Page 2 of 3

## 7.000 Acre Tract

Part of 19.927 Acre Tract Memucan Hunt Survey, Abstract No. 1723 City of Grand Prairie, Dallas County, Texas

**DESCRIPTION**, of a 7.000 acre tract of land situated in the Memucan Hunt Survey, Abstract No. 1723 (Dallas County); said tract being part of that certain tract of land described as 19.927 acre tract in General Warranty Deed to Kilgore Law Center recorded in Instrument No. 201400164701 of the Official Public Records of Dallas County, Texas; said 7.000 acre parcel being more fully described as follows:

**COMMENCING**, at a 5/8-inch iron rod found for corner at the northeasterly corner of a corner clip at the intersection of the south right-of-way line of Bardin Road (a variable width right-of-way) and the west right-of-way line of Matthew Road (a variable width right-of-way); said point being a northeast corner of said 19.927 acre tract,

**THENCE**, departing the said west line of Matthew Road, along the south line of said Bardin Road and the north line of said 19.927 acre tract, the following four (4) calls:

South 89 degrees, 11 minutes, 18 seconds West, a distance of 232.63 feet to a point;

North 74 degrees, 20 minutes, 28 seconds West, a distance of 157.30 feet to a 5/8-inch iron rod with orange cap found at the beginning of a non-tangent curve to the right;

Along said curve to the right, having a central angle of 31 degrees, 49 minutes, 40 seconds, a radius of 1,100.00 feet, a chord bearing and distance of North 60 degrees, 54 minutes, 48 seconds West, 603.22 feet, an arc distance of 611.05 feet to a 5/8-inch iron rod found at the end of said curve;

North 44 degrees, 59 minutes, 58 seconds West, a distance of 60.47 feet to the **POINT OF BEGINNING**;

**THENCE**, departing the said south line of Bardin Road and the north line of said 19.927 acre tract, and into and across said 19.927 acre tract, the following five (5) calls:

South 46 degrees, 03 minutes, 43 seconds West, a distance of 400.22 feet to a point for corner;

North 66 degrees, 13 minutes, 25 seconds West, a distance of 108.33 feet to a point for corner;

North 44 degrees, 58 minutes, 45 seconds West, a distance of 169.20 feet to a point for corner;

North 08 degrees, 19 minutes, 50 seconds West, a distance of 212.89 feet to a point for corner;

North 80 degrees, 09 minutes, 44 seconds West, a distance of 162.57 feet to a point for corner in the west line of said 19.927 acre tract; said point being in the east line of that certain tract of land described in Special Warranty Deed to Luxe at Grand Prairie, LLC recorded in Instrument No. D219052400 of the Official Public Records of Tarrant County, Texas;

Exhibit A - Boundary Description Page 3 of 3

# 7.000 Acre Tract

(continued)

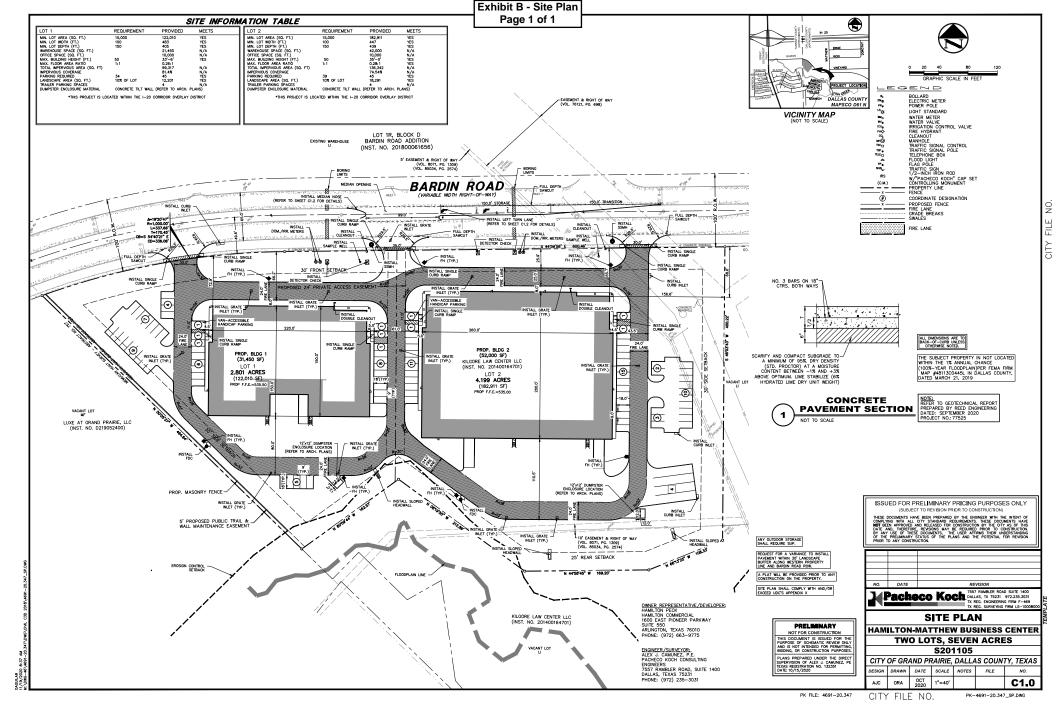
**THENCE,** North 00 degrees, 05 minutes, 37 seconds West, along the west line of said 19.927 acre tract and the east line of said Luxe tract, a distance of 494.84 feet to a 5/8-inch iron rod with orange cap found in the said south line of Bardin Road; said point being the northwest corner of said 19.927 acre tract and the most easterly northeast corner of said Luxe tract; said point being the beginning of a non-tangent curve to the right;

**THENCE**, departing the said west line of 19.927 acre tract and the east line of said Luxe tract, and along the said south line of Bardin Road, the following two (2) calls:

Along said curve, having a central angle of 19 degrees, 20 minutes, 47 seconds, a radius of 1,000.00 feet, a chord bearing and distance of South 54 degrees, 40 minutes, 21 seconds East, 336.06 feet, an arc distance of 337.66 feet to a point at the end of said curve;

South 44 degrees, 59 minutes, 58 seconds East, a distance of 600.46 feet to the **POINT OF BEGINNING**;

**CONTAINING**: 304,921 square feet or 7.000 acres of land, more or less.



### Exhibit C - Landscape Plan Page 1 of 8 PLANT SCHEDULE CODE QTY BOTANICAL / COMMON NAME SIZE/COND. 0 SINGLE, STRAIGHT LEADER, MATCHING, 8PT HT @ PLANTING 65 GAL SOD CODE QTY BOTANICAL / COMMON NAME SPACING REMARKS CHINESE PISTACHE MATCHING, 8-9" HT X 3-5" W 3° CAL, SINGLE, STRAIGHT LEADER, MATCHING, 8-9° HT X 3-4° W Q5 II QUERCUS SHUMARDU 65 GAI SHUMARD RED OAK PLANTING GENERAL NOTES 3' CAL. SINGLE, STRIAGHT LEADER. 65 GAL MATCHING 8-9° H X 3-4° W FINE GRADING SHALL BE PERFORMED IN ALL AREAS TO BE LANDSCAPED. FINE GRADING SHALL INCLUDE THE REMOVAL OF DEBRIS, ROCKS, ETC. PROM THE SITE AND INSURE POSITIVE DRAINAGE IN ALL AREAS. CODE QTY BOTANICAL / COMMON NAME SIZE AGE ABELIA X GRANDIPLORA `EDWARD GOUCHER` GLOSSY ABELIA PULL, MATCHING, POLINATOR PRIENDLY PLOWERS

PULL, MATCHING, &PT HT @ PLANTING

PULL, MATCHING, NATIVE ¢ DROUGHT

PULL MATCHING, NATIVE ¢ DROUGHT

FULL, MATCHING, NATIVE ¢ DROUGHT TOLERANT

BUILDING ONE

30' FRONT SETBACK PROPOSED 24' PRIVATE ACCESS EASEMENT --

48' o.c. PULL MATCHING

ILN 15

M5G 203

OVERALL LANDSCAPE PLAN

GROUND COVERS CODE QTY

22

HEX X ATTENUATA "POSTERI"

DWARF SOUTHERN WAX MYRTLE

PENNISETUM ALOPECUROIDES 'HAMELN

BARDIN ROAD

PROP. MASONRY FENCE-

5' PROPOSED PUBLIC TRAIL & WALL MAINTENANCE EASEMEN

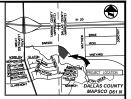
BOTANICAL / COMMON NAME

15 GAI

5 GAL

REFERENCE NOTES SCHEDULE

DESCRIPTION 0 GRAVEL, BULL ROCK, 2-3" SIZE 13,679 SF 4/L1.05 STEEL EDGING 1,463 LP 3/L1.05



VICINITY MAP

## IRRIGATION GENERAL NOTES

**BUILDING TWO** 

- 3. THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND EASEMENTS IN THE FIELD PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING THE COURSE OF CONSTRUCTION.
- 4. WRITTEN DIMENSIONS SHALL GOVERN OVER SCALED DIMENSIONS
- THE CONTRACTOR SHALL REPER TO THE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS ASSOCIATED WITH THE LANDSCAPE AND ACCESSORIES.
- 6. ALL PLANT MATERIALS SHALL MEET ANSI ZGO. I STANDARDS FOR CALIPER, HEIGHT AND ROOT BALL SIZE. ANY MATERIALS THAT DO NOT MEET OR EXCEED SUCH STANDARDS SHALL BE REJECTED AND REPLACED AT THE CONTRACTOR'S
- BALLED AND BURLAPPED TREES SHALL HAVE THE TOP HALF OF THE WIRE BASKET REMOVED. THE BURLAP SHALL BE REMOVED TO THE GREATEST EXTENT POSSIBLE, USING A KNIFE TO CUT AND REMOVE THE BOTTOM HALF UNDER THE WIRE BASKET THAT REMAINS.
- QUANTITIES ARE SHOWN FOR CONVENIENCE ONLY, CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES

**₩** 

I. ALL REQUIRED IRRIGATION SHALL BE INSTALLED BY A LICENSED IRRIGATOR.

PULL, MATCHING, USE MIXTURE OF SALVIA, SANTOLINA, LANTANA ¢ DAISYS FOR NATIVE ¢ DROUGHT TOLERANT SPECIES ¢ POLLINATOR PRIENDLY

SOLID, ROLLED TIGHT, SAND FILLED JOINTS

- 2. ALL IRRIGATION SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE IRRIGATION BULES PROMULGATED BY THE TEXAS COMMISSION ON THE ENVIRONMENTAL QUALITY (TCCQ) OR SUCCESSOR ACENCY, AS THE SAME MAY BE PROM TIME TO TIME AMENDED, AND ANY APPLICABLE ADOPTED CITY PLUMBING CODES.
- 3. IRRIGATION CONTRACTOR IS RESPONSIBLE TO COORDINATE THE APPROPRIATE ZONE WIRING BACK TO THE EXISTING SYSTEM CONTROLLER. INCLUDING ANY DATA OR SYSTEM CONTROL VALVE WIRING AS REQUIRED
- ALL IRRIGATION SYSTEMS SHALL UTILIZE PRESSURE REGULATING SPAY HEADS AND ROTOR BODIES IN ORDER TO REDUCE SYSTEM MISTING AND AID IN PROPER WATER PLACEMENT, ALL PRESSURE REGULATING DEVICES SHALL BE INSTALLED PER THE MANUFACTURERS DIRECTIONS.
- 5. ALL IRRIGATION SYSTEMS SHALL USE A BACKFLOW PREVENTION DEVICE.
- G. ALL PLANTER BEDS SHALL HAVE DRIP IRRIGATION

₩.

25' REAR SETBACK PROPERTY LINE / LIMIT OF WORK

GRAPHIC SCALE IN FEET

7 ALL SPECIFIC APPAS SHALL HAVE TEMPOPARY IPPICATION TILL ESTABLISHED.

BARDIN ROAD

8. ALL IRRIGATION SYSTEMS SHALL MEET THE REQUIREMENTS OF UDC.

GROSS SITE AREA: 122,010 SF (2.8 ACRES)		
BUILDING FOOTPRINT: 31,450 SF		
PARKING AREA: 10,330 SF		
BUILDING ONE LANDSCAPE REQUIREMENTS	REQUIRED	PROVIDED
10% OF SITE SHALL BE LANDSCAPED (122,010 X .10) = 12,201 SF	12,201 9F	36,000 SF
PARKING LOT TREES SHALL EQUAL TO 1 PER 20 SPACES		
(45 PARKING SPACES / 20)= 2.25 TREES	3 TREES	7 TREES
MINIMUM STREET TREES TO EQUAL   PER 50		
BARDIN ROAD (49   LF/50)=	I O TREES	I O TREES
MINIMUM TREES TO EQUAL   PER 500 SF OF REQUIRED LANDSCAPE ARE	5A	
(12,201/500) = 24 TREES	24 TREES	24 TREES
MINIMUM SHRUBS TO EQUAL 1 PER 50 SF OF REQUIRED LANDSCAPE AR	ZA.	
(12,201/50) = 244 FIVE GALLON SHRUBS	244 SHRUBS	24¢ SHRUBS
MINIMUM SEASONAL COLOR TO EQUAL 1 PER 15% OF REQ. SHRUB CON	ITAINER SIZES	
(1,220 X .15) = 183 SEASONAL COLOR CONTAINER SIZES	183 SEASONAL	205 SEASONAL
ADDITIONAL PERENNIALS/NATIVE GRASSES TO EQUAL 1% OF BUILDING DI	MENSIONS 4 W/IN 50 FT OF	ENTRANCE
(31,450 SF x .01) = 315 SF	315 SF	458 SE

LANDSCAPE PEOLIPEMENTS TABLE (BUILDING ONE)



REQUEST FOR VARIANCE TO REQUIRED TREE PRESERVATION REQUIREMENTS.

OWNER REPRESENTATIVE/DEVELOPER: HAMILTON PECK HAMILTON COMMERCIAL 1600 EAST PIONEER PARKWAY, SUITE 550 ARLINGTON, TEXAS 76010 PHONE: (972) 663-9775

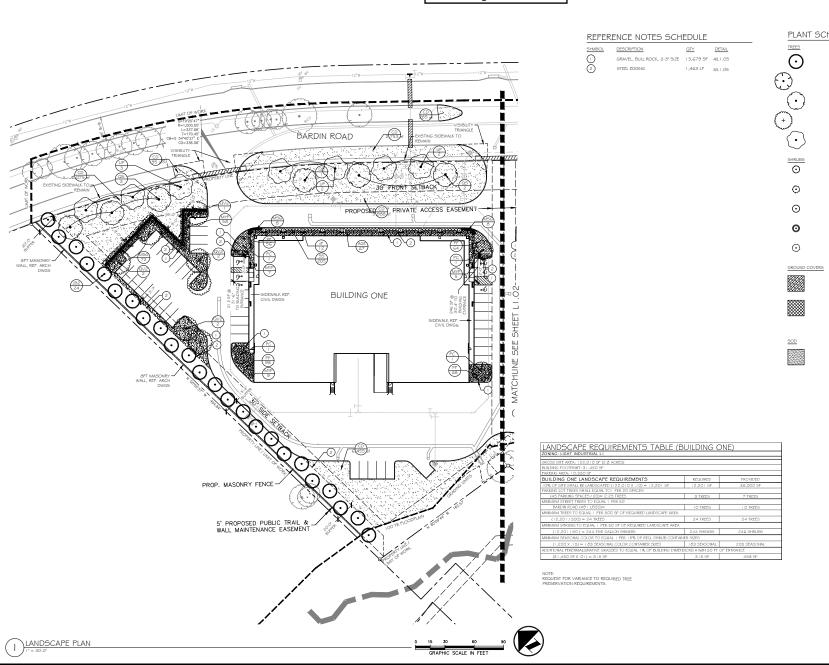
LANDSCAPE ARCHITECT:
ANNE HARMAN, RLA
PACHECO KOCH CONSULTING ENGINEERS
7557 RAMBLER ROAD, SUITE 1400
DALLAS, TEXAS 75231

PHONE: (972) 235-3031

INTERIM REVIEW THESE COCUMENTS ARE INTEREST FOR INTERES REVIEW COLV AND NOT FOR RESILUTION APPROVAL FORMITTING, OR CONSTRUCTION.

11/19/2020 SITE PLAN SURMITTA 11/06/2020 SITE PLAN SUBMITTAL 10/13/2020 SITE PLAN SUBMITTAL

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SIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.	
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PLANT SCHEDULE CODE QTY BOTANICAL / COMMON NAME PISTACIA CHINENSIS CHINESE PISTACHE QUERCUS SHUMARDI ULMUS PARVIPOLIA 13 LACEBARK FLM CODE QTY ABELIA X GRANDIPLORA `EDWARD GOUCHER GLOSSY ABELIA ILEX X `NELLIE R STEVENS' NELLIE STEVENS HOLLY MISCANTHUS SINENSIS 'YAKUSHIMA DWARF MAIDEN GRASS MYRIGA PUSILLA DWARP SOUTHERN WAX MYRTLE MYP 198 BOTANICAL / COMMON NAME SEASONAL COLOR

CODE QTY 85,836 SF

OWNER REPRESENTATIVE/DEVELOPER: HAMILTON PECK HAMILTON COMMERCIAL 1600 EAST PIONEER PARKWAY, SUITE 550 ARLINGTON, TEXAS 76010 PHONE: (972) 663-9775

THESE COCUMENTS ARE INTENDED FOR INTERIOR REVIEW COLLY AND NOT FOR RESULUTION APPROVILED MITTING, OR CONSTRUCTION. LANDSCAPE ARCHITECT: ANNE HARMAN, RIA PACHECO KOCH CONSULTING ENGINEERS 7557 RAMBLER ROAD, SUITE 1400 DALLAS, TEXAS 75231 PHONE: (972) 235–3031 RESISTERED LANGSCAPE ARCHITECT ASSE M. HASSAN TEXAS REGISTRATION HUMBER 3146

INTERIM REVIEW

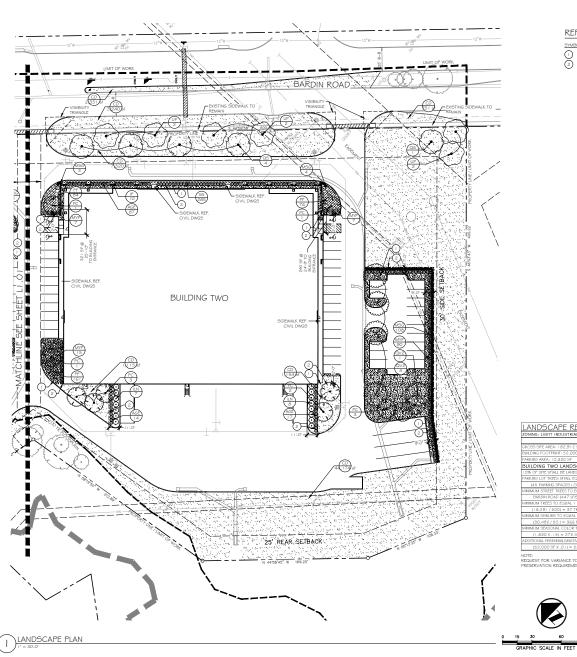
	11/19/2020	SITE PLAN SUBMITTAL	
	11/06/2020	SITE PLAN SUBMITTAL	
	10/13/2020	SITE PLAN SUBMITTAL	
	DATE	ISSUE	
NO.	DATE	PENISION	

Pacheco Koch 7557 RAMBLER ROAD, SUITE 1400 DALLAS, TX 75231 922233.031 TX RG. ENGREERING FIRM F-469 TX REG. SURVEYING FIRM LS-1000801

LANDSCAPE PLAN

HAMILTON-MATTHEW BUSINESS CENTER TWO LOTS S201105

CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS DATE SCALE NOTES NOV. 2020 AMH L1.01



## REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
0	GRAVEL, BULL ROCK, 2-3" SIZE	13,679 SP	4/L1.05
(2)	STEEL EDGING	1,463 LF	3/L1.05

DESCRIPTION	QTY	DETAIL	TREES	9
GRAVEL, BULL ROCK, 2-3" SIZE	13,679 58	4/L1.05	$\odot$	
STEEL EDGING	1,463 LP	3/L1.05		
			€:3	

### PLANT SCHEDULE

	1 11 11 11 00	11200	,	
	TREES	CODE	QTY	BOTANICAL / COMMON NAME
	0	JB2	24	JUNIPERUS VIRGINIANA `CANAERTII` CANAERT JUNIPER
€:	)	PC	15	PISTACIA CHINENSIS CHINESE PISTACHE
	$\odot$	Q5	11	QUERCUS SHUMARDII SHUMARD RED OAK
€+	)	QV2	12	QUERCUS VIRGINIANA LIVE OAK
	$(\cdot)$	UP	13	ULMUS PARVIPOLIA LACEBARK ELM
	SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME
	<u></u>	AGE	185	ABELIA X GRANDIFLORA `EDWARD GOUCHER` GLOSSY ABELIA
	0	ILN	15	ILEX X 'NELLIE R STEVENS' NELLIE STEVENS HOLLY
	$\odot$	IF	22	ILEX X ATTENUATA `POSTERI` POSTER`S HOLLY
	0	MSG	203	MISCANTHUS SINENSIS 'YAKUSHIMA' DWARP MAIDEN GRASS
	•	MYP	198	MYRICA PUSILLA DWARP SOUTHERN WAX MYRTLE

PENNISETUM ALOPECUROIDES 'HAMELN' DWARF HAMELN GRASS

SEASONAL COLOR

# LANDSCAPE REQUIREMENTS TABLE (BUILDING TWO)

GROSS SITE AREA: 182,912 SF (4.20 ACRES)		
BUILDING FOOTPRINT: 52,000 SF		
PARKING AREA: 10,330 SF		
BUILDING TWO LANDSCAPE REQUIREMENTS	REQUIRED	PROVIDED
10% OF SITE SHALL BE LANDSCAPED (182,912 X .10) = 18,291 SF	18,291 SF	62,500 SF
PARKING LOT TREES SHALL EQUAL TO 1 PER 20 SPACES		
(45 PARKING SPACES / 20)= 2.25 TREES	3 TREES	LO TREES
MINIMUM STREET TREES TO EQUAL / PER 50		
BARDIN ROAD (447 LF/50)=	9 TREES	I I TREES
MINIMUM TREES TO EQUAL 1 PER 500 SF OF REQUIRED LANDSCAPE AREA	1	
(18,291/500) = 37 TREES	37 TREES	27 TREES + 10 EXISTING CREDITS
MINIMUM SHRUBS TO EQUAL 1 PER 50 SF OF REQUIRED LANDSCAPE ARE.	A	
(30,492 / 50 ) = 366 FIVE GALLON SHRUBS	366 SHRUBS	377 SHRUBS
MINIMUM SEASONAL COLOR TO EQUAL 1 PER 15% OF REQ. SHRUB CONT	AINER SIZES	
(1,830 x .15) = 275 SEASONAL COLOR CONTAINER SIZES	275 SEASONAL	285 SEASONAL

REQUEST FOR VARIANCE TO REQUIRED TREE PRESERVATION REQUIREMENTS.

OWNER REPRESENTATIVE/DEVELOPER: HAMILTON PECK HAMILTON COMMERCIAL 1600 EAST PIONEER PARKWAY, SUITE 550 ARLINGTON, TEXAS 76010 PHONE: (972) 663-9775

BOTANICAL / COMMON NAME

LANDSCAPE ARCHITECT: ANNE HARMAN, RIA PACHECO KOCH CONSULTING ENGINEERS 7557 RAMBLER ROAD, SUITE 1400 DALLAS, TEXAS 75231 PHONE: (972) 235–3031

INTERIM REVIEW THESE COCUMENTS ARE INTENDED FOR INTERIOR REVIEW CALLY AND NOT FOR RESILUTION APPROVAL/FORMITTING, OR CONSTRUCTION. RESISTERED LANGSCAPE ARCHITECT ASSE M. HARSON TENS REGISTRATION HARBER 3146

	SITE PLAN SUBMITTAL	
	SITE PLAN SUBMITTAL	
10/13/2020	SITE PLAN SUBMITTAL	
DATE	ISSUE	

Pacheco Koch

The street of th

LANDSCAPE PLAN

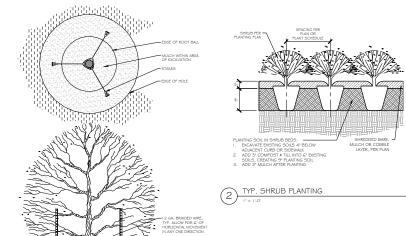
## HAMILTON-MATTHEW BUSINESS CENTER TWO LOTS

S201105 CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS DATE SCALE NOV. 2020

L1.02

Exhibit C - Landscape Plan Page 4 of 8 TREE SURVEY FIELD DATA TREE SURVEY FIELD DATA TREE SURVEY FIELD DATA TREE SPECIES REMOVE/ REMAIN CONDITION CONDITION CONDITION REMAIN GOOD REMOVE REMOVE GOOD REMOVE REMOVE MINIMUM LIMITS OF CRITICAL ROOT ZONE RADIUS = 1 FT. PER INCH OF TRUNK DIAMETER HACKBERRY GOOD REMOVE 1.8 REMOVE. RED OAK GOOD REMOVE REMOVE RED OAK GOOD REMOVE MULTI-TRUNK MESQUITE REMOVE ELM GOOD REMOVE 1286 MULTI-TRUNK MESQUITE GOOD REMOVE HACKBERR' RED OAK GOOD REMOVE HACKBERR' GOOD REMOVE MULTI-TRUNK MESQUITE GOOD REMOVE HACKBERRY GOOD REMOVE 1392 10 MULTI-TRUNK PECAN MAPSCO D61 I TREE MITIGATION SUMMARY VICINITY MAP HACKBERRY GOOD REMOVE MULTI-TRUNK CEDAR ELM GOOD REMOVE 1296 REMOVE ICHES TO BE PRESERVED (30% 174 - EXISTING TREE TO REMAIN GOOD REMOVE CHES PRESERVED. MULTI-TRUNK CEDAR ELM REMOVE REMOVE ISTING TREE CREDIT GOOD REMOVE HACKBERR GOOD REMOVE 1444 10 HACKBERRY REMOVE TREE PRESERVATION LEGEND CEDAR ELM REMOVE REMOVE HACKBERR GOOD REMOVE PLACED AT OR BEYOND THE DRIP LINE OR CRITICAL ROOT ZONE, WHICHEVER IS REMOVE HACKBERRY REMOVE REMOVE TREE TO REMAIN GOOD REMOVE REMOVE. CEDAR ELM 1468 10 TREE PROTECTION FENCING - PLAN VIEW REMOVE HACKERR TREE TO BE REMOVED REMOVE ELM GOOD PRESERVE HACKBERRY MULTI-TRUNK OA CEDAR TREE PROTECTION FENCE HACKBERRY GOOD REMOVE BARDIÑ ROAD TREE PRESERVATION - PIPE 2" O.D. PROPOSED 24' PRIVATE ACCESS EASEMENT TREE PROTECTION FENCING **BUILDING TWO** BUILDING ONE OWNER REPRESENTATIVE/DEVELOPER: HAMILTON PECK HAMILTON COMMERCIAL 1600 EAST PIONEER PARKWAY, SUITE 550 ORTHON TEXAS 76010 ARLINGTON, TEXAS 76010 PHONE: (972) 663–9775 INTERIM REVIEW THESE COCKMONS ARE INTENDED FOR INTERIOR SEVERIC COLLY AND NOT FOR RESULUTORY APPROVAL FORMITTING, OR LANDSCAPE ARCHITECT:
ANNE HARMAN, RLA
PACHECO KOCH CONSULTING ENGINEERS
7557 RAMBLER ROAD, SUITE 1400
DALLAS, TEXAS 75231 LUXE AT GRAND PRAIRIE, LLC PHONE: (972) 235-3031 (INST. NO. D219052400) 11/06/2020 SITE PLAN SUBMITTAL 10/13/2020 SITE PLAN SUBMITTA DATE ISSUE REP. DETAILS 2 # 3 PROP. MASONN 1 PENCE-OPPSITE TREES REF. DETAILS 2 ¢ 3 Pacheco Koch 7557 RAMBLER ROAD, SUITE 1400 PACHECO Koch DALLAS, TX 75231 972.235.3031 5' PROPOSED PUBLIC TRAIL & WALL MAINTENANCE EASEMENT X REG. ENGINEERING FIRM F-469 TREE MITIGATION PLAN HAMILTON-MATTHEW BUSINESS CENTER 25' REAR SETBACK TWO LOTS S201105 PROPERTY LINE / LIMIT OF WORK CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS TREE MITIGATION PLAN DATE SCALE NOTES GRAPHIC SCALE IN FEET NOV. 2020 АМН AMH L0.01

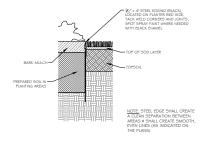
## Exhibit C - Landscape Plan Page 5 of 8

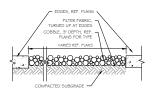


SPRAY PAINT BLACK SET TREE PLUMB = LEAVE TRUNK FLARE EXPOSED, SET ROOT BALL 2" ABOVE FINISHED GRADE

BACKFILL WITH SOIL
FROM TREE PIT
EXCAVATION, TAMP
LIGHTLY 4 WATER IN
G\* LIFTS

TREE PIT MINIMUM 2x WIDTH OF ROOT BALL SCARIFY EDGES TAMPED MOUND





STEEL EDGING AT PLANTING

TYPICAL STONE MULCH SECTION

<u>. Andreach ai stàiteach ai stàit</u> ESSTAN TOPSOIL OR IMPORTED SOIL
PREP.
1. SAMPLE (3) LOCATIONS IN TURF
AREAS 4 SEND TO TEXAS AND
ESTENSION SERVICE TO TEST FOR
TURF ROSES SUFFAULTY AND
DOSES ON THE SUFFACE, THEN TILL
TO 41 DEPTH.
2. INSTALL TURF, REF. PLANTING PLANS
FOR TYPE. EXISTING TOPSOIL OR IMPORTED SOIL

CANOPY TREE PLANTING

SOD PROFILE (5)

OWNER REPRESENTATIVE/DEVELOPER: HAMILTON PECK HAMILTON COMMERCIAL 1600 EAST PIONEER PARKWAY, SUITE 550 ARLINGTON, TEXAS 76010 PHONE: (972) 663-9775

LANDSCAPE ARCHITECT: ANNE HARMAN, RIA PACHECO KOCH CONSULTING ENGINEERS 7557 RAMBLER ROAD, SUITE 1400 DALLAS, TEXAS 75231 PHONE: (972) 235–3031

INTERIM REVIEW THESE DOCUMENTS ARE INTEREST FOR INTERES REVIEW ONLY AND NOT FOR RESILUTION APPROVAL PERMITTING, OR CONSTRUCTION. RESISTERED LINESCAPE ARCHITECT AME N. HARMAN TEMS REGISTRATION HARBER 3146

	11/19/2020	SITE PLAN SUBMITTAL
	11/06/2020	SITE PLAN SUBMITTAL
	10/13/2020	SITE PLAN SUBMITTAL
	DATE	ISSUE
NO.	DATE	REVISION

Pacheco Koch 7557 RAMBLER ROAD, SUITE 1400 DALLAS, TX 75231 972;233.3031 DALLAS, TX 75231 972;233.3031 TX REG. SURVEYING FIRM LS-1000801

PLANTING DETAILS

HAMILTON-MATTHEW BUSINESS CENTER TWO LOTS

S201105 CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS DATE SCALE NOTES NOV. 2020 L1.03 AMH

## Exhibit C - Landscape Plan Page 6 of 8

### SECTION 32 84 00 - PLANTING IRRIGATION

### PART I - GENERAL

- A. This Section includes piping, valves, sprinklers, specialties, controls, and wring for automatic control invastion system.
- 1.2 DEFINITIONS
- Lateral Piping: Downstream from control valves to sprinklers, specialties, and drain valves. Piping is under pressure during flow.
- L3 SUBMITTALS
- A. Product Data: Include pressure ratings, rated capacities, and settings of selected models for the following:
- System valves
- 2. Seecialty valves
- 3. Control-valve boxes
- 5. Imgation specialties
- B. Operation and maintenance data
- 1.4 QUALITY ASSURANCE
- Bectrical Components, Devices, and Accessories: Listed and labeled as defined in NPPA 70,
   Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended.

### PART 2 - PRODUCTS

- 2.1 MANUFACTURERS

- A. PVC Pipe: ASTM D 1785, PVC 1120 compound, Class 200. 1. PVC Socket Fittings, Schedule 40: ASTM D 2466.

- A. PVC Ball Valves: MSS SP-122, nonunon type, with full-port ball, socket or threaded detachable end connectors, and pressure rating not less than 150 psig.

- A. Plastic Automatic Control Valves: Molded-plastic body, normally closed, diaphragm type with manual flow adjustment, and operated by 24-V ac solenoid.
- Manufacturer as indicated on the drawings.
- B. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4 inch minimum to 1 inch maximum
- 2.5 SPRINKLERS
- A. Description: Plastic housing and corrosion-resistant intenor parts designed for uniform coverage over entire apray area indicated, at available water pressure.

2.6 AUTOMATIC-CONTROL SYSTEM

- PART 3 EXECUTION
- A. Install piping and wiring in sleeves under sidewalks and paving per the drawings
- 1. Imagation Main Piping: Minimum depth of 18 inches. 2. Lateral Piping: 12 inches
- 3 Seeves: 18 inches
- C. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the lateral and mainline pipes. Place and compact final backfill of satisfactory soil to final subspace elevation.
- A. Underground Irrigation Main Piping: As indicated on plans, socket fittings; and solvent-cemented joints per the drawings.
- B. Lateral Pigina: Class 200 PVC gipe and socket fittings per the drawings and details.
- C. Sleeves: Class 200 PVC pipe and socket fittings; and solvent-cemented joints.
- 3.3. VALVE APPLICATIONS
- A. Control Valves: Per the drawings

- J. Install control cable in same trench as impation piping and at least 2 inches below or beside pip Provide conductors of sea not smaller than recommended by controller insulfacturer. Install cab separate sleene under paved areas if impation piping is installed in sleene.

- 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no
- Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
- 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equip
- 3 C ADJUSTING
- B. Adjust automatic control valves to provide flow rate of rated operating pressure required for each
- C. Adjust sornklers so they will be flush with, or not more than 1/2 inch above, finish arade
- END OF SECTION 32 84 00

### SECTION 32 92 00 - TURF AND GRASSES

- 1.904
- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become
- C. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.
- D. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic
- 1.3 SUBMITTALS
- A. Any deviation from this specification and drawings must be approved in writing by the Owner via submittal.

### 1.4 QUALITY ASSURANCE

- Installer's Field Supervision: Require In Project site when planting is in progress. Require Installer to maintain an experienced full-time supervisor on
- 1.5 MAINTENANCE SERVICE
- 1. Sodded Lawns: 30 days from date of Substantial Completion

### PART 2 - PRODUCTS

- A. Sod per the planting schedule

- A. Topsoil: On site soil, stripped prior to mass grading, or imported meeting criteria herein
- Clean surface soil of roots, plants, soil, stones, clay lumps, and other extraneous materials harm to plant growth. If strepped topsoil is insufficient in quantity or quality, the contractor shall impore at no adaloxical expense, sufficient soils to bring the size grades to the required elevations.

### 2.3 COMPOST

- B. Sod Areas: Apply compost per details.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and sions to meet finish grades. Limit finish grading to areas that can be planted in the
- Moisten prepared lawn areas before planting if soil is diry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

### 3.2 SOD INSTALLATION

- B. Temporary Imgation
- The contractor shall value temporary imagation by any method approved by the Owner's Representative on the condition that planting establishment and acceptance in the sole responsibility of the Contractor.
- The Temporary Irrigation Plan identifies areas that are to receive vegetation and temporary watering for establishment. Fire hydrants area located on the plan for water access.

- A. Maintain and establish lawn by watering, ferbloing, weeding, mowing, trimming, replanting, and other operations. Roll, ir-egrade, and replant bare or eroded areas and re-milch to produce a unformly smooth lawn. Provide materials and installation the same as those used in the original installation.
- B. Mow soid for maintenance. Mow lawn one time as soon as top growth is tall enough to cut.

- A. Satisfactory Sod: Fully rooted, evenly colored sod without visible sod joints that has been mowed
- B. Use specified materials to reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

## END OF SECTION 32 92 00

### SECTION 32 93 00 - PLANTS

- PART I GENERAL

- B. Section Includes
- 2. Ornamental Grasse

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Planting Soli: Native or imported topsol, manufactured topsol, or surface sol modified to become topsol; mixed with soil amendments.

  B. Ground Cover and Plant Maintenance: Maintain and establish plantings by watering, weeding, fertilizing, mildring, and other operations as equired to establish healthy, valide plantings.
- D. Subgrade: Surface or elevation of subsol remaining after completing excavation, or top surface of a fill or or baseful, before planing planing soil.

  C. Protest extensor plants from damage due to based cope operations, operations by other contractor or baseful, before planing planing soil.

  C. Protest extensor plants from damage due to based cope operations, operations by other contractors or based on the soil or based or based on the soil or based on the soil or based on the soil or
- E. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter
- A. Product Data: For each type of product indicated.

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.

- A. Do not pruse trees before delivery. Protect bark, branches, and root systems from sun scalid, drying, sweating, shipping, and other harding and tying damage. Do not bend or bind-tie trees or shribs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery and handling.

- A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings that fall in materials, workmanship, or arouth within specified warranty period.
- 1. Failures include, but are not limited to, the following
- a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
- b. Structural failures including plantings falling or blowing over.
- 2. Warranty Penods from Date of Substantial Completion
- a. Trees and Plants: One year
- A. Initial Maintenance Service: Provide full maintenance by skilled employees of landscape Installer.
   Maintain as required in Part. 3. Begin maintenance immediately after each area is planted and continue until plantings are acceptably healthy and well established, but for not less than maintenance penod.
- 1. Maintenance Period for Trees and Plants: Three months from date of substantial completio

### PART 2 - PRODUCTS

- 2 | TREE AND PLANT MATERIAL
- A. General: Furnish nursery-grown trees and shribs complying with ANSI ZGC.1, with healthy roct systems developed by transplanting or roct pruning. Provide well-allaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, lanue, and defects such as knots, sun scald, injunes, abrasions, and deligierement.
- Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI IZGO.1. Root flare shall be visible before planting.
- C. Provide container-grown trees or B4B per planting schedule.
- D. Plant sizes indicated on Drawings are sizes after pruning. 2.2 TOPSOIL
- A. Toppoil: Created with compost blended to existing soils. Clean surface soil of roots, plants, soid, stones, clay lumps, and other extraneous materials harmful to plant growth.

- 2.3 ORGANIC SOIL AMENDMENTS A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; mosture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; solible salt content of 5 to 10 decisiement/m.

### I. LIVING EARTH OR APPROVED EQUAL

- 2.4 MULCHES
- A. Organic Mulch: Finely Ground or shredded cedar bank
- 2.5 PLANTING SOIL MIX

### A. Planting Soil Mix: Mix topsoil with the following soil amendments in the following quantities Per drawing details.

- PART 3 EXECUTION

- Excavation of Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support not ball and assist in drainage. Do not further disturb base Scanty sudes of slater to meared or smoothed during excavation.
- 1. Excavate per plans and details.

- B. Before planting, verify that root flare is visible at top of root ball according to ANSI ZGO.I.
- C. Stock with Root Balls: Set trees and plants plumb and in center of pit or trench with top of root ball. I inch above adjacent finish grades.
- 1. Container Grown: Carefully remove root ball from container without damaging root ball or plant.
- D. Organic Mulching: Apply 3-inch average thickness of organic mulch. Do not place mulch within 3 inches of truste or attempt
- A. Remove only dead, dying, or broken branches. Do not prine for shape
- A. Mulch backfilled surfaces of planting beds and other areas indicated. In the details with bank, decomposed grante or decorative gravel as indicated.

- A. Tree and flant Mantenance: Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, restoring plunting saucers, and resetting to proper grades or vertical position, as required to establish healthy, vable plantings. Spray or treat as required to keep and plants free of viscots and discuss.

END OF SECTION 32 93 00

OWNER REPRESENTATIVE/DEVELOPER: HAMILTON PECK 1600 EAST PIONEER PARKWAY, SUITE ARLINGTON, TEXAS 76010 PHONE: (972) 663-9775

PACHECO KOCH CONSULTING ENGINEERS 7557 RAMBLER ROAD, SUITE 1400

LANDSCAPE ARCHITECT: ANNE HARMAN, RLA

DALLAS, TEXAS 75231



PHONE: (972) 235-3031 11/19/2020 SITE PLAN SURMITTA 11/06/2020 SITE PLAN SUBMITTA 10/13/2020 SITE PLAN SUBMITTAL DATE ISSUE Pacheco Koch 7557 RAMBLER ROAD, SUITE 1400 DALLAS, TX 75231 972.235.3031

**SPECIFICATIONS** HAMILTON-MATTHEW BUSINESS CENTER

TWO LOTS S201105 CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS

DRAWN DATE SCALE NOTES DESIGN NOV. 2020 AMH AMH L3.00

PK FILE: 4691-20.347

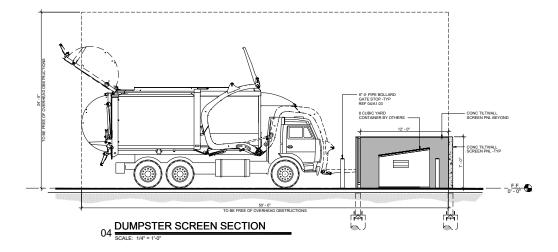
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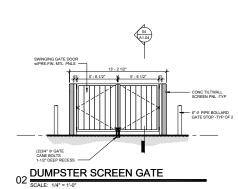
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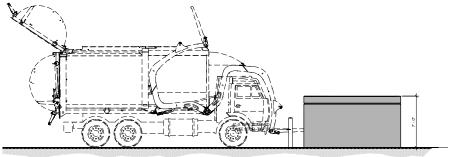


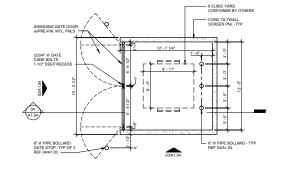
PROJECT NO: 20-207 DATE: 11.06.2020 DRAWN BY: DBC CHECKED BY: DDM SHEET: DUMPSTER SCREEN

CASE NUMBER S 2 0 1 1 0 5 A1.05









01 DUMPSTER SCREEN PLAN

SCALE: 1/4" = 1'-0"

all ties and stirrups shall conform to the requirements of ASTM-A 815, grade 40.

### 2. Reinforcing Workmanship:

a. Reinforcement steel shall be fabricated in accordance with the CRSI Standard Details. Reinforcing bars shall be cold-bent only. Use of heat to bend reinforcement steel shall be cause for rejection.

b. Shiriocrement issue, force and wire facine shall be shroughly channel before plenting and spill before the concrete in placed, shall be accurately continued and secured in place. Provide standard bur chair for call beam steel. No brick or jeyrous materials jusy be used to support the steel off the ground.

c. Install all reinforcement with the following clearances between reinforcing steel and face of concrete:

a. Pooting pier, or beam bottom: 3°
b. Earth-formed pier or beam sides: 2"

c. Formed footing pier or beam sides, exposed: 1
d. Precast exposed to weather panels 3/4, posts 1 1/4.

d Splices within continuous unscheduled reinforcing steel shall have a minimum lap of 30 bar diameters.

a. Footing size is based on the geotechnical report from

4" - 8 3/4" TOP: MEW - CAP -REPIER & POST SCHEDULE-BULL-NOSE CAPS 1) #3 REBAR 1 3/4" x 1 1/4" SLOT-TYP: FRONT VIEW - CAP. 1/2" x 1 1/4" GROOVE -1/2" x 1" TONGUE - 1/2" x 1" TONGUE 1 1/4" CLEAR-9 Go GALV. WIRE REINF. 10 18 O.C. VERT. LINE POST CORNER POST END POST (3) 9 Gal GALV, WIRE REINF, HORZ, FRONT VIEW - PANEL 1/4" x 1 1/4" GROOVE SECTIONS POST

**DETAILS - PANEL & CAP** 

THE WALL SHALL BE STEPPED ACCORDING

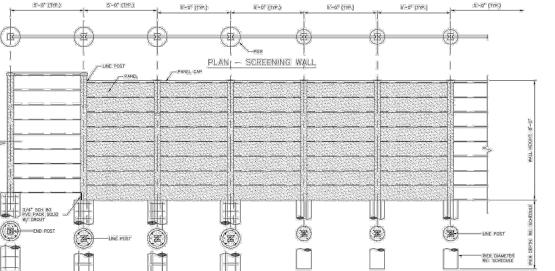
**ELEVATION - SCREENING WALL** 

nort-inens		POST			IER
POST/PIER#	SIZE	REINFORCEMENT FACH FACE	DIA.	DEPTH	REINFORCING
1	5" X 5"	(2) #5's	16"	7"-0"	(4) #4 REBAR W/#3 TIES @ 8" D.C
.2	5" X 5"	(2) #5's	16"	70"	(4) #4 REBAR W/#3 TIES @ 8" O.C
3	5" X 5"	(2) #5's	16"	7'-0"	(4) #4 REBAR W/#3 TIES @ 8" O.C
:4:	5" X 5"	(2) #5's	767	6"-0"	(4) #4 REBAR W/#3 TIES @ 87 O.C
:53	5" X 5"	(1) #5's	12"	6'-0"	
6 AND BEYOND	5" X 5"	(1) //5's	12"	6'=0"	

SCALE 2" = 1'-0"

NOTE: PIER SCHEDULE AND POST SIZE ARE TYP. FOR EACH WALL END AND AT





SECTION - SCREENING WALL

SPECIFICATIONS AND NOTES:

Basic Wind Speed... Exposure Category

6. Wall color "TBD" Integral color.

1 Concrete Materials:

This project has been designed in accordance with the international Building Code.

Product to be manufactured by a NPCA Certified Plant manufactured by a NPCA Cert Superior Concrete Products P.O. Box 201625 Arlington, Texas 76006 Phone No. (817) 277-9255 Fax No. (817) 281-0194

4. Screening Well is to be constructed entirely on the project property.

Should drainage be required, the bottom panel shall be raised 27-47 above grade by means of a concrete filled. Schedule 80 PVC Pipe placed in the groove of the respective posts.

a. Concrete shall be normal weight concrete having and and gravel or crushed stone agregates, mixed with ASTM-0150, Type 1 or Type III Fortland Cement to meet the minimum-compressive strengths as follows:

panels & posts: 5000 psi & 28 days -footings & piers: 2500 psi at 28 days -sidewalks & non-structural; 2500 psi at 28 days Water used for concrete shall be clean water and free from injurious amounts of oils, acids, alkalies, organic or other deleterious substances. All concrete permanently exposed to the weather shall contain an air-entraining admixture resulting in 3 to 6% entrained air or as recommended by the manufacturer.

a. Fresh poured concrete shall be tamped into place by steel rammer, slicing tools or mechanical vibrator, until concrete is thoroughly compact and without wold.

Make exceedance for foolings to molatureless still or to the depth index on the dressing. Leave the bottom bearing surface clean; and smooth. If footing exceedance are made deeper than juntended, only concrete shall be justed for fill. Remove all loose insterial from exceedings prior to concrete possible.

....0.87

ARCHITECTS, P.L.L.C

DEVISIONS-

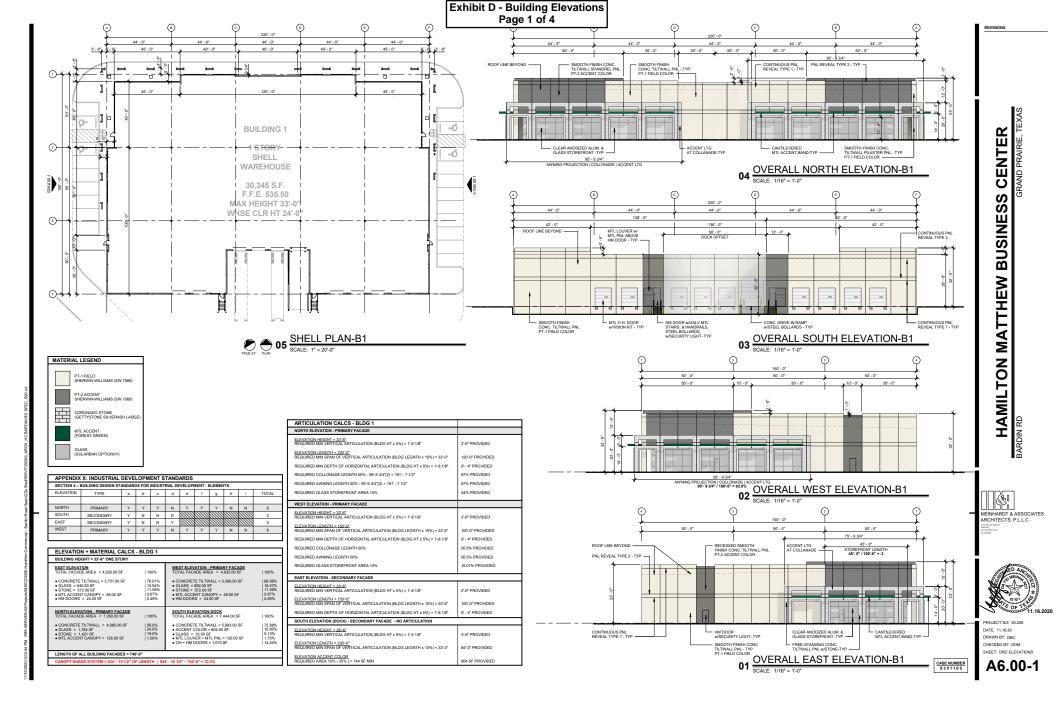
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HAMILTON MATTHEW BUSINES

PROJECT NO: 20,207

DATE: 11 16 2020 DRAWN BY: DBC CHECKED BY: DDM SHEET: DUMPSTER SCREEN



HAMILTON MATTHEW BUSINESS CENTER
BARDIN RD

BARDIN F





PROJECT NO: 20-208

DATE: 11.08.20

DRAWN BY: DBC

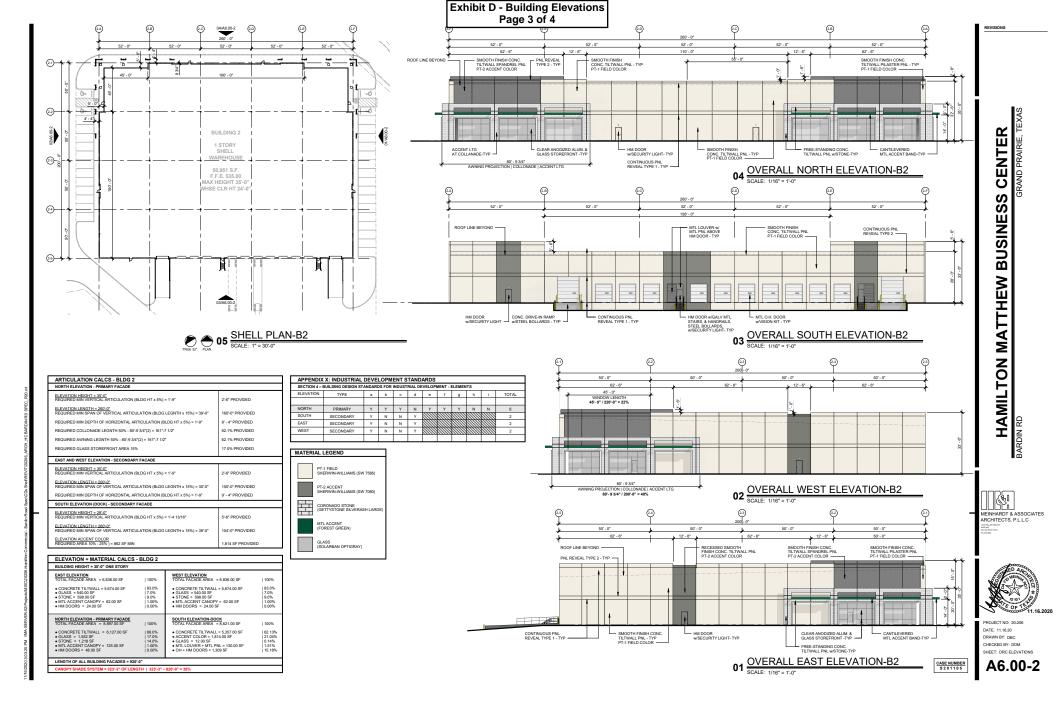
CHECKED BY: DDM

SHEET: L.O.S. DIAGRAM

A6.01-1

CASE NUMBER S 2 0 1 1 0 5

01 LINE-OF-SIGHT-SECTION-B1



CENTER HAMILTON MATTHEW BUSINESS CENTE BARDIN RD GRAND PRAIRI

MENHARDIT & ASSOCIATES ARCHITECTS, P.L.L.C



PROJECT NO: 20-208

DATE: 11.08.20

DRAWN BY: DBC

CHECKED BY: DDM

SHEET: L.O.S. DIAGRAM

A6.01-2

CASE NUMBER S 2 0 1 1 0 5

01 LINE-OF-SIGHT-SECTION-B2 SCALE: 1/16" = 1'-0"