

City Hall 300 W. Main Street Grand Prairie, Texas

# Meeting Agenda

# **City Council**

Tuesday, February 18, 2020 4:30 PM City Hall - Briefing Room 317 College Street

### Call to Order

#### **Staff Presentations**

1 <u>20-9796</u> Legislative Update - Presented by Andrew Fortune, Assistant to the City Manager

**2** <u>20-9795</u> Fire Department 2019 Community Report - Presented by Chief Robert Fite

## **Agenda Review**

#### **Executive Session**

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

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

### **Recess Meeting**

6:30 PM Council Chambers

Invocation: Pastor Jeff Kirkpatrick, Rush Creek Church Pledge of Allegiance to the US Flag and to the Texas Flag led by Council Member Cole Humphreys

#### **Presentations**

**3** <u>19-9144</u> Grand Prairie ISD Career and Technical Education Month Proclamation

Attachments: 2020 CTE Month

# **Consent Agenda**

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

4 <u>20-9788</u> Minutes of the February 4, 2020 Council Meeting

period

Attachments: 02-04-2020 Council Minutes

Price Agreement with Traffic Logix for preformed speed cushions (up to \$18,075 annually) for one year with the option to renew for four additional one year periods totaling \$90,375 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

Attachments: CC TRAFFIC LOGIX BID TAB.pdf
CC TRAFFIC LOGIX EXPEND INFO.doc

Price Agreement for armored car services from Brink's U.S. through a national interlocal agreement with Choice Partners at an estimated annual cost of \$110,000 for one year with the option to renew for two additional one-year periods, totaling \$330,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms. Additionally, reject all bids in connection with RFB# 20054

Attachments: 20-9785 - Expenditure Information Form

Price Agreement for pest control services from Cantu Pest Control (up to \$12,280.00 annually) for one year with the option to renew for (4) additional one year periods totaling \$61,400 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Attachments: Pest Control 20032 - Evaluation CC Exhibit
PEST Control

Price Agreement for office supply and furniture purchases from Office Depot through a national interlocal agreement with OMNIA Partners at an estimated cost of \$400,000 for sixteen months; for an initial term of sixteen months with the option to renew for four additional one-year periods totaling \$1,600,000 if all extensions are exercised

20-9781

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| 9  | <u>20-9782</u> | Final renewal on the price agreement with Santos Construction, Inc. for concrete paving; approve a monetary increase of 1.11%, increasing the estimated annual amount to \$11,356,750.01; final renewal on the price agreement with McMahon Contracting for concrete paving and approve a monetary increase of 5.46%, increasing the estimated annual amount to \$11,215,149.62; final renewal on the price agreement with New Star Grading & Paving and approve a monetary increase of 0.96406%, increasing the estimated annual amount to \$13,420,371.96  Attachments: McMahon Rfb# 16040 TAB FY20.pdf  NEW STAR Rfb# 16040 TAB FY20.pdf  SANTOS Rfb# 16040 TAB FY20.pdf |
|----|----------------|---|
| 10 | <u>20-9760</u> | License for Keith T. Lewis and Dana R. Lewis, to allow for the encroachment of a detached garage at 22 Heritage Court on City Utility Easement  Attachments: EXHIBIT A PLAT 22 HERITAGE COURT.pdf  EXHIBIT B AERIAL 22 HERITAGE COURT.pdf   |
| 11 | <u>20-9776</u> | Street Services contract with Cobb Fendley & Associates, Inc., in the amount of \$49,095, as well as a 5% contingency of \$2,455, for a total of \$51,550 for Professional Engineering Services related to the repair and rehabilitation of the pedestrian bridge located at Waggoner Park over Arbor Creek  Attachments: AD10 PROF SVCS CONTRACT.pdf  COBB FENDLEY EXHIBIT A PED BRIDGE.pdf  20-9776 CCC PED BRIDGE WAGGONER PARK.pdf  |
| 12 | <u>20-9778</u> | Peninsula PID Contract with Westra Consultants for Ponds Concept Study-Engineering Services in the amount of \$62,960 (Council Districts 4 and 6) <u>Attachments:</u> Exhibit A PNPID Budget Peninsula FY20.pdf   |
| 13 | <u>20-9707</u> | Non-binding Memorandum of Understanding with Bolder Adventure Park for lease and operation of 7+ acres in EpicCentral (This item was tabled at the January 21, 2020 Council meeting.)   |
| 14 | 20-9780        | Resolution amending the Municipal Maintenance Agreement between the City of Grand Prairie and the State of Texas Department of Transportation, providing for the City to conduct all litter collection along TxDOT rights-of-way in Tarrant County  |
| 15 | 20-9772        | Ordinance authorizing the abandonment of part of an un-needed drainage easement containing 0.147 acre (6,401s.f.) located at 1120 Prosperity Court to Donald Allen Ullrich for \$250  Attachments: AERIAL EXHIBIT B 1120 PROSPERITY.pdf   |

EXHIBIT A PROPERTY DESCRIPTION.pdf

**16** 19-9616

Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction contract with Solid Bridge Construction in the amount of \$397,141 for the Lynn Creek Park Marina slope repair improvements at the Oasis; Material Testing with Team Consultants in the amount of \$19,708; contract contingency in the amount of \$19,857; In-House labor distribution in the amount of \$19,857 for a total project cost of \$456,563

Attachments: 19-9616 Oasis Slope Failure.xlsx

<u>Final Bid Tab - Lynn Creek Park Marina Slope Repair.pdf</u>
Lynn Creek Park Slope Repair - Letter of Recommendation.pdf

# **Public Hearing Consent Agenda**

**17** 19-9528

CPA190604 - Comprehensive Plan Amendment- Grand Oaks (City Council District 2). Amendment to the Comprehensive Plan from Open Space/Drainage to Medium Density Residential on 9.4 acres out of the Aaron Wilson Survey, City of Grand Prairie, Dallas County, Texas, zoned Planned Development (PD-198) and addressed as 3502 Country Club Dr. (On February 3, 2020, the Planning and Zoning Commission tabled this case by a vote of 7-0).

**18** 19-9189

Z190604/CP190604 - Planned Development Request/Concept Plan - Grand Oaks Single Family Residences (City Council District 2). Zoning Change and Concept Plan/PD Amendment for 59 lots intended for single-family residential development consisting of attached and detached units on the site of the former clubhouse for Grand Oaks Country Club. 9.4 acres out of the Aaron Wilson Survey, City of Grand Prairie, Dallas County, Texas, zoned Planned Development (PD-198) and addressed as 3502 Country Club Dr. The agent is Michael Salcedo, Salcedo Group, Inc. and the owner is Rick Mai, Rowsco, Inc. (On February 3, 2020, the Planning and Zoning Commission tabled this case by a vote of 7-0).

**19** <u>20-9736</u>

S200201 - Site Plan - Presidium Hill Street Apartments (City Council District 5). A Site Plan for Presidium Hill Street Apartments, a 290 unit multi-Family Development. 13.1509 acres out of the Hein Bilsmirer Survey, Tract 3 & 11, Abstract No. 111 and the Pablo Mansola Survey, Tract 1, Abstract No. 933, Dallas County, City of Grand Prairie, Texas. Zoned PD-392 District within the SH-161 Overlay and addressed as 1610 Hill Street, 1614 Hill St, and 906 North Hwy 161. The applicant is Jonathan Kerby, Kimley Horn and the owner is Paul and Robby Sieminski. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

Attachments: Exhibit A - Location Map

Exhibit B - Site Plan

Exhibit C - Elevations

Exhibit D - Landscape Plan

PZ Draft Minutes of 02-03-20.pdf

20 20-9737

S200202 - Site Plan - Longhorn Steakhouse at Epic West Towne Crossing (City Council District 2). Site Plan for a 5,660-sq. ft. restaurant on 1.463 acres. Lot 6R, Block B, Epic West Towne Crossing Phase 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364, within the SH-161 Corridor Overlay District, and addressed as 3134 S HWY 161. The applicant is James Powell, Darden, the consultant is Kourtnie Airheart, CDS Development, and the owner is John Weber, Epic West Towne Crossing LP. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

Attachments: Exhibit A - Location Map.pdf

Exhibit B - Site Plan.pdf

Exhibit C - Building Elevations.pdf

Exhibit D - Landscape Plan.pdf

Exhibit E - Appendix F Checklist.pdf

PZ Draft Minutes 02-03-20.pdf

**21** 20-9739

S200102 - Site Plan - Hakemy Retail Center (City Council District 3). Site Plan for an 8,000 sf retail building. Lot 1 and Lot 2, Block A, Hakemy Addition (proposed), 2.98 acres out of the M.W. Allen Survey Abstract 9, City of Grand Prairie, Dallas County, Texas, zoned GR, General Retail and addressed as 825 S. Belt Line Road, Grand Prairie, Texas. The agent is Matthew Thomas, Thomas Engineering and the owner is Shair Hakemy, SAH Real Estate LP. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

Attachments: Exhibit A - Location Map

Exhibit B - Site Plan

Exhibit C - Landscape Plan

Exhibit D - Elevations

PZ Draft Minutes 02-03-20.pdf

City Council Meeting Agenda February 18, 2020

# **Public Hearing on Zoning Applications**

**22 20-9740** 

Z200201/S200204 - Zoning Change/Site Plan - Take 5 Oil Change at Victory at Lake Ridge (City Council District 6). Zoning change to allow Minor Auto Repair by right on property with a base zoning district of General Retail and a Site Plan for an oil change facility on 1.296 acres. Lot 6, Block 1, Victory at Lakeridge Addition, City of Grand Prairie, Tarrant County, Texas, zoned PD-283, within the Lake Ridge Corridor Overlay District, and addressed as 2380 W Camp Wisdom Rd. The applicant: Robert Baldwin, Baldwin Associates and the owner is Tony Ramji, Victory @ Lakeridge LLC. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

Attachments: Exhibit A - Location Map.pdf

Exhibit B - Site Plan.pdf

Exhibit C - Building Elevations.pdf

Exhibit D - Landscape Plan.pdf

Exhibit E - Appendix F Checklist.pdf

PZ Draft Minutes 02-03-20.pdf

**23** <u>20-9738</u>

CPA200202 - Comprehensive Plan Amendment (City Council District 5). A request to change the Future Land Use Map from Commercial/Office/Retail to Low Density Residential. Located at 2129 Dalworth, legally described as Lot 8, Block 20, Dalworth Park Addition, City of Grand Prairie, Dallas County Texas, zoned GR, General Retail. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

Attachments: Exhibit A- Location Map

**Exhibit B-FLUM** 

PZ Draft Minutes 02-03-20.pdf

**24 20-9741** 

Z200202 - Zoning Change - Single Family at 2129 Dalworth Street (City Council District 5). A request to change the zoning from GR, General Retail, to SF-6, Single-Family Six Residential District to allow for a single residential dwelling on an existing 0.23 acre lot. Located at 2129 Dalworth, legally described as Lot 8, Block 20, Dalworth Park Addition, City of Grand Prairie, Dallas County. The owner is Abraham Jackson. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

Attachments: Exhibit A- Location Map

PZ Draft Minutes 02-03-20.pdf

| 25 | <u>20-9743</u> | TA200202 - Text Amendment - Article 4: Permissible Uses and Article 30:                |
|----|----------------|--|
|    |                | Definitions. Amend the Unified Development Code to create definitions and              |
|    |                | regulations for tattoo studios and body piercing studios. The applicant is the City of |
|    |                | Grand Prairie. (On February 3, 2020, the Planning and Zoning Commission                |
|    |                | recommended approval of this request by a vote of 7-0).                                |
|    |                | Attachments: PZ Draft Minutes 02-03-20.pdf   |
|    |                |  |

# **Items for Individual Consideration**

| 26 | <u>19-9618</u> | Approval of Bylaws of Zoning Board of Adjustments  |  |  |  |  |
|----|----------------|--|--|--|--|--|
|    |                | Attachments: ZBA ByLaws Policies (MD 01.23.20).pdf |  |  |  |  |

27 <u>20-9787</u> Board and Commission Appointments

#### **Citizen Comments**

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

# Adjournment

# Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the City Council agenda was prepared and posted February 14, 2020.

Catherine E. DiMaggio, City Secretary

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



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-9796 Version: 1 Name: Legislative Update

Type: Presentation Status: Staff Presentations

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

On agenda: 2/18/2020 Final action:

Title: Legislative Update - Presented by Andrew Fortune, Assistant to the City Manager

**Sponsors:** 

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

Title

Legislative Update - Presented by Andrew Fortune, Assistant to the City Manager



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-9795 Version: 1 Name: 2019 Fire Community Report

Type:PresentationStatus:Staff PresentationsFile created:2/12/2020In control:City Secretary

On agenda: 2/18/2020 Final action:

Title: Fire Department 2019 Community Report - Presented by Chief Robert Fite

**Sponsors:** 

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

Title

Fire Department 2019 Community Report - Presented by Chief Robert Fite



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 19-9144 Version: 1 Name: CTE Proclamation

Type:PresentationStatus:PresentationsFile created:7/12/2019In control:City Secretary

On agenda: 2/18/2020 Final action:

Title: Grand Prairie ISD Career and Technical Education Month Proclamation

**Sponsors:** 

Indexes:

**Code sections:** 

Attachments: 2020 CTE Month

Date Ver. Action By Action Result

Title

Grand Prairie ISD Career and Technical Education Month Proclamation

WHEREAS: February 1-29, 2020, has been designated Career and Technical Education Month® by the Association for Career and Technical Education; and

WHEREAS: career and technical education offers students the opportunity to gain the academic, technical and employability skills necessary for true career readiness

WHEREAS: career and technical education provides students with career exploration opportunities earlier in their educational experience, which enables them to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways; and

WHEREAS: career and technical education prepares students for these and other fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and

WHEREAS: ensuring that employers have access to a qualified workforce is a crucial step in ensuring productivity among the business and industry communities as well as continued American economic growth and global competitiveness; and

WHEREAS: The Smith-Hughes Act, the first act of Congress to provide funding for career and technical education, was signed into law 101 years ago and allows us to celebrate how far CTE has come to become a powerhouse of America's economy;

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

# Career and Technical Education Month

in the City of Grand Prairie and urge all citizens to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual skills and productivity.

WITNESS MY HAND AND THE SEAL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 18th DAY OF FEBRUARY, 2020.

Ron Jasen



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-9788 Version: 1 Name: February 4, 2020 Minutes

Type:MinutesStatus:Consent AgendaFile created:2/11/2020In control:City Secretary

On agenda: 2/18/2020 Final action:

Title: Minutes of the February 4, 2020 Council Meeting

Sponsors:

Indexes:

Code sections:

Attachments: 02-04-2020 Council Minutes

Date Ver. Action By Action Result

### From

Cathy DiMaggio

#### Title

Minutes of the February 4, 2020 Council Meeting

# **Presenter**

Cathy DiMaggio, City Secretary

# **Recommended Action**

Approve

# **Analysis**

Minutes are attached.



City Hall 300 W. Main Street Grand Prairie, Texas

# **Minutes - Final**

# **City Council**

Tuesday, February 4, 2020

4:30 PM

City Hall - Briefing Room 317 College Street

#### Call to Order

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

Present 9 - Mayor Ron Jensen

Mayor Pro Tem Greg Giessner

Deputy Mayor Pro Tem Jorja Clemson

Council Member Jeff Copeland

Council Member Mike Del Bosque

Council Member Cole Humphreys

Council Member John Lopez

Council Member Jim Swafford

Council Member Jeff Wooldridge

#### **Staff Presentations**

1

Airport End of Year Briefing - Presented by Mark Divita, CM, Airport Director

Mark Divita, Transportation Director, went over monthly Fuel Sales for Fiscal Year 2019 and the Operations Count. Mr. Divita said the airport ranked 12th in Texas and 173rd nationally. He said the Airport Café has average Monthly Sales of \$8,401. Mayor Jensen stated that he would rather lose the monthly rent and keep the café at the airport. Mr. Divita went over Capital Improvements including design of taxiway alpha extension; replacement of the west security fencing; and design and construction of two hangar rows at the south end. He said in FY21-29 the design and construction of three box hangars is included in the CIP projects.

Deputy Mayor Pro Tem Clemson asked if there was a charge for using the meeting room in the terminal. Mr. Divita replied if it is not city or non-tenants it is reserved at \$25/hour. Council Member Wooldridge noted that the Department of Public Safety had decided to move to Dallas and asked Mr. Divita if they had approached the city. Steve Dye, Deputy City Manager, stated there are a lot of pilots who live east of Mesquite so Grand Prairie would increase their commute by 45 minutes.

#### **Presented**

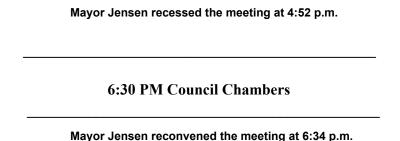
#### **Agenda Review**

Mayor Pro Tem Giessner asked if there were any questions on Consent Agenda Items 3-26. Council Member Swafford asked to pull Item 26 (Widening of Camp Wisdom Road) for individual consideration. Mayor Pro Tem Giessner stated that the Finance and Government Committee had reviewed ten Consent Agenda items at their meeting.

#### **Executive Session**

Deputy Mayor Pro Tem Clemson convened a closed session at 5:04 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" Housing Finance Corporation Appointment, and Section 551.087 "Deliberations Regarding Economic Development Negotiations." Mayor Jensen recessed the closed session at 5:52 p.m. and reconvened the closed session at 7:12 p.m. Mayor Jensen adjourned the closed session at 7:54 p.m.

### **Recess Meeting**



The Invocation was given by Pastor Heath Hogue, Open Door Baptist Church. The Pledge of Allegiance to the US Flag and to the Texas Flag were led by Deputy Mayor Pro Tem Clemson.

#### **Presentations**

2 National School Counselor's Week Proclamation - Presented by Mayor Ron Jensen

Council Member Humphreys read the school counselor proclamation. Mayor presented the proclamation to GPISD counselors.

**Presented** 

# **Consent Agenda**

Mayor Pro Tem Giessner moved, seconded by Deputy Mayor Pro Tem Clemson, to approve Items 3 through 25 on the Consent and remove Item 26 for individual consideration. The motion carried unanimously.

Minutes of the January 21, 2020 Meeting

Approved on the Consent Agenda

Price Agreement for HVAC Preventive Maintenance and Building Management System Support from Dyna Ten (up to \$97,590.00 annually) for one year with the option to renew for four additional one year periods totaling \$487,950.00 if all

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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

Price agreement for reflective vehicle graphics from Main Street Installers in the annual amount of \$25,000, through an interlocal agreement with BuyBoard for one year, with the option to renew for two additional one-year periods totaling \$75,000 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**

Price Agreement for Anhydrous Ammonia from Airgas USA, LLC in the amount of \$151,227.50 for the first year with the option to renew for four additional one year periods in the annual amount of \$138,820.50, totaling \$706,509.50 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

Price Agreement for animal welfare software from HLP Chameleon (up to \$14,400 annually) for one year with the option to renew for nine additional one year periods totaling \$129,600 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**

Fire Station 4+6 Final Change Order/Amendment No. 4 with Key Construction in the amount of \$62,885.89 for Proposed Change Orders (PCOs) #005, #006 and #007 resulting from necessary work to coordinate, complete and closeout the overall fire station project

### Approved on the Consent Agenda

Agreement with Lantana Communications to upgrade the City's Avaya phone system software in the amount of \$52,627.87 one-time fee with a recurring service fee of \$3,911.85 for two years, totaling \$60,451.57 if all extensions are exercised through a national interlocal agreement with Choice Partners. Additionally, authorize

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the City Manager to execute any additional renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s).

#### Approved on the Consent Agenda

10

Contract with George McKenna Electrical Inc. to rebuild, repair and install new control panels that run the Pump House Booster pumps for the Robinson Tower pressure plane in the amount of \$96,348.50 with a 5% contingency of \$4,817.43 for a total project amount of \$101,165.93 through a master interlocal agreement with the City of Irving

#### Approved on the Consent Agenda

11

Renewal of Commercial Lease for J&G Aviation, LLC., for Suite 102 in the Terminal Building for a period of three (3) years beginning March 1, 2020 and ending February 28, 2023, for total minimum annual rent of \$2,540.04

#### Approved on the Consent Agenda

12

Commercial Hangar lease with Aviator Air Flight School, LLC. for Hangar 5 South D for a term of five years with tenant's option to renew for one additional 5-year term; beginning March 1, 2020 and ending February 28, 2025, and with an annual rent of \$2,676

### Approved on the Consent Agenda

13

Authorize the City Manager to execute an Assignment of Commercial Lease Agreement and Assumption of Obligations, to be effective February 4, 2020, by and between 502 Fountain Trust (Assignor), and Michael A. Levitz and Ryan S. Levitz (Assignees) and the City of Grand Prairie, a Texas home-rule municipality, Landlord (hereinafter City)

#### Approved on the Consent Agenda

14

Westchester PID Contract with Site Landscape Development for landscape maintenance in the amount of \$436,005 for a one year term (Council District 6)

# Approved on the Consent Agenda

15

Lake Parks PID Contract with Site Landscape Development for landscape maintenance in the amount of \$209,203.44 (Council Districts 4 and 6)

### **Approved on the Consent Agenda**

Lake Parks PID Change Order/Amendment No.1 for Site Landscape
Development, Inc. for landscape maintenance in the total amount of \$66,090.79
(Council Districts 4 and 6).

Approved on the Consent Agenda

Award bid for the completion of one residential reconstruction project as part of the HOME Reconstruct Program to Symone Construction in the amount of \$119,617.04

### Approved on the Consent Agenda

Ordinance amending the FY2019/2020 Capital Improvement Projects Budget;
Change Order/Amendment #5 with Hill and Wilkinson in an amount not to exceed
\$392,694.05 for additional concrete parking expansion, irrigation repairs, drainage
additions, and signage for PlayGrand Adventures, Phase I

# **Adopted**

Enactment No: ORD 10797-2020

Ordinance authorizing the abandonment of part of an un-needed drainage easement containing 0.102 Acres (4,424 S.F.) located at 1124 Prosperity Court to 2415 Enterprises, LLC, a Texas Limited Liability Company for \$250.00

#### **Adopted**

Enactment No: ORD 10798-2020

Ordinance amending the FY2019/2020 Capital Improvements Projects Budget; Change Order/Amendment #1 with Falkenberg Construction for soil potasium chemical injection for soil stabilization at the Summit Chemical Building in a amount not to exceed \$26,285 through a national interlocal agreement with Choice Partners; additionally, authorize the City Manager to execute the initial contract through our interlocal agreement with Choice Partners having originally been presented to City Council as being through our interlocal agreement with TXMAS

#### **Adopted**

Enactment No: ORD 10799-2020

21 Ordinance calling the May 2, 2020, General Election

### Adopted

Enactment No: ORD 10800-2020

Ordinance amending the FY2019/2020 Captial Improvements Project Fund; Interlocal Agreement in the amount of \$25,000 with the Cities of Fort Worth, Arlington, Irving, Dallas and NCTCOG for branding and marketing for the Northwest Trail Development, a part of the Regional Veloweb Trail System

City of Grand Prairie

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## Adopted

Enactment No: ORD 10801-2020

Ordinance Amending the FY 2019/2020 Cash & Debt Management Fund for unexpected future expenses beyond current budget in the amount of \$20,000

#### **Adopted**

Enactment No: ORD 10802-2020

24 Resolution reviewing and approving the City's Financial Management Policy

### **Adopted**

Enactment No: RES 5070-2020

Resolution approving a Gateway Monument Agreement with Texas Department of Transportation for Loyd Park Gateway monument construction at the SE corner of SH 360 and Ragland Road

#### **Adopted**

Enactment No: RES 5071-2020

Resolution authorizing the City Manager to enter into a Project Specific Agreement Amendment with Dallas County for the widening of Camp Wisdom Road MCIP 40811 from approximately 1700 linear feet west of Carrier Pkwy to FM 1382 and commit the city to additional funding from the City's original share of \$3 million to be increased to \$5,350,000 (This item was tabled at the January 7, 2020 meeting.)

Walter Shumac, Transportation Director, stated the city is partnering with Dallas County and NCTCOG, with the city's portion being \$5,350,000.

Council Member Lopez asked who would be maintaining the road. Mr. Shumac said the city's portion will be maintained by the city and Dallas County will maintain their portion. Council Member Wooldridge stated this is an important project for District 6.

Council Member Wooldridge moved, seconded by Deputy Mayor Pro Tem Clemson, to approve the Project Specific Agreement Amendment with Dallas County for the widening of Camp Wisdom Road. The motion carried as follows:

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

Nayes: 1 - Council Member Jim Swafford

Enactment No: RES 5072-2020

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# **Public Hearing on Zoning Applications**

27

SU191201 - Specific Use Permit - Tire Shop at 3106 E Main Street (Commissioner Moser/City Council District 5). A request to consider a Specific Use Permit to allow for Auto Tire/Wheels, Sales & Installation (Indoor) and Auto Repair (Minor) uses on one lot on 0.46 acres. The subject property is zoned Commercial (C) District and is located within Central Business District Four (CBD-4). The property is generally located northeast of E. Main Street and NE 31st Street, specifically 3106 E. Main Street. The existing lots are platted as Burbank Gardens, Unit 1, Lots 442 & 443. (On January 6, 2020, the Planning and Zoning Commission recommended denial of this request by a vote of 8-0). This case is being appealed per Article 1 Section 1.11.5.9 of the Unified Development Code (This case was tabled at the January 21, 2020 Council meeting.)

David Jones, Chief City Planner, stated that the applicant had added four additional parking spaces on the west side of the building on 31st Street. He said Transportation staff reviewed the additional spaces and found no issues operationally. Mr. Jones said staff had some concern about the two overhead doors on the west side because of possible usage, but they will only use the doors on the north side of the building.

Council Member Copeland asked if there were rules about emissions from running vehicles inside. Mr. Jones replied there are Codes that apply to that. Mayor Pro Tem Giessner asked if the overhead doors on the west side would remain unusable. Mr. Jones replied that was correct. Mayor Pro Tem Giessner asked if a No Parking sign could be put up on 31st Street. Mr. Shumac replied that could be done.

Council Member Swafford asked if the overhead doors on the west side would be taken out. Mr. Jones replied that they would. Council Member Swafford asked where employees would park. Mr. Jones said they would get in on the Main Street facing side or on the north side.

Council Member Copeland asked if staff had worked out where tire trucks would pull in and unload. Mr. Jones said the only place they could go is on the north side of the building. Council Member Copeland asked if there were any issues with 18-wheelers getting in there. Mr. Jones said they would be using box trucks.

Council Member Wooldridge asked if the addition of parking spaces cut out some of the landscaping. Mr. Jones replied that they did with the exception of landscaping on the corner.

Mario Villegas, 1701 Avenue F, stated he was present to answer questions.

Lila Thorn, 6445 Love Drive, #2008, Irving, stated that applicant had added more parking spaces. She said Mr. Villegas bought the building 1 ½ years ago and at that time, the city indicated it needed a sprinkler system and it was installed. Ms. Thorn asked for approval of the SUP.

Tony Shotwell, 309 NE 31st Street, said he did not have a problem with this use. He said the problem was that 31st is a residential street. He said all the SUP's that were granted that had auto uses on Main Street, the City Council made sure there were

entrances and exits on Main rather than the residential streets adjacent. He said Traffic is getting worse at I30 and Loop 12 because on Main Street in the early morning hours there is a steady stream on Main Street going west to MacArthur. He added that the fire station is on 31st Street. Mr. Shotwell said he would like those doors on the west to go away because the urge to open them would be too great. He said they should physically go away. He said parking and paving the right-of-way is also an issue because there are telephone/electric poles, AT&T boxes and street signs which may need to be relocated. Mr. Shotwell said displays outside should be back on the east side because on the west side they would block the sight line. Mayor Jensen said staff would need to watch shrubs planted at this corner to keep the sight line clean. He said it would be a good idea to limit the SUP to the current owner. Mayor Jensen suggested adding that to this SUP.

Council Member Humphreys stated he wanted to deny this case, but Council had discussed a lot about what the applicant needed to do and how this lot is set up. Discussion took place about restrictions to be placed on this SUP including no activity on the west side of the building except for the two customer parking spaces; removal of the two overhead doors. Council Member Wooldrige asked if outside storage was allowed. Mr. Jones said Council could stipulate no outside storage:

Council Member Lopez asked about street parking. Mayor Jensen said they could park on the concrete on the right-of-way, other than four parking spaces on the west side of the building and the installation of No Parking signs on the west side of 31st street, Council Member Wooldridge asked to include no outside displays. Council Member Del Bosque asked how far away from the homes is the rear alley. Mr. Jones replied it was 160'. Council Member Lopez asked how often trucks would be coming in. Mr. Villegas said there would not be a lot of trucks coming in. Council Member Humphreys said he would like to restrict deliveries to box trucks. Mayor Jensen suggested adding that the SUP stays with the applicant and to come back for review in one year.

Council Member Humphreys moved, seconded by Council Member Del Bosque, to close the public hearing and approve Case SU191201 with the following conditions:

- No activity on west side of the building except for two customer parking spaces
- The two overhead doors on the west side of the building are to be removed
- No outside displays
- Parking is allowed on the concrete on the right-of-way on 31st Street
- No Parking signs to be installed on the west side of 31st Street
- Deliveries restricted to box trucks
- The SUP stays with the applicant
- The SUP will be reviewed in one year

The motion carried unanimously as follows:

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

Enactment No: ORD 10803-2020

### **Items for Individual Consideration**

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Council Member Swafford moved, seconded by Deputy Mayor Pro Tem Clemson, to appoint Mayor Pro Tem Giessner to the Housing Finance Corporation to relace Lila Thorn. The motion carried unanimously.

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

# **Citizen Comments**

There were no citizen comments.

Catherine E. DiMaggio, City Secretary

# Adjournment

| Mayor Jensen adjourned the meetig at 7:54 p.m.         |                  |
|--|------------------|
| The foregoing minutes were approved at the February 18 | 3, 2020 meeting. |



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-9779 Version: 1 Name: Price Agreement for Preformed Speed Cushions (up

to \$18,075 annually)

Type: Agenda Item Status: Consent Agenda

File created: 2/6/2020 In control: Public Works

On agenda: 2/18/2020 Final action:

Title: Price Agreement with Traffic Logix for preformed speed cushions (up to \$18,075 annually) for one

year with the option to renew for four additional one year periods totaling \$90,375 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

Sponsors:

Indexes:

**Code sections:** 

Attachments: CC TRAFFIC LOGIX BID TAB.pdf

CC TRAFFIC LOGIX EXPEND INFO.pdf

Date Ver. Action By Action Result

#### From

Glenda Peterson, Street Operations Supervisor

#### **Title**

Price Agreement with Traffic Logix for preformed speed cushions (up to \$18,075 annually) for one year with the option to renew for four additional one year periods totaling \$90,375 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

#### Presenter

Gabriel Johnson, Public Works Director

### **Recommended Action**

Approve

### **Analysis**

This Price Agreement is for the purchase of Preformed Speed Cushions. Designed and used as traffic calming devices, speed cushions are generally used in locations where low speeds are desired and suitable for the surrounding traffic environment. Speed cushions are used only on residential streets throughout the City and are not for use on major roadways, bus routes, or primary emergency response routes. The speed cushions are made from recycled rubber tires and are maintenance free. They are secured to the road with anchors and bolts making them easy to remove and reinstall as necessary.

Notice of bid #20056 was advertised in the Fort Worth Star Telegram and Bid Sync; it was distributed to 25

# File #: 20-9779, Version: 1

vendors. There was one Grand Prairie vendor available for this commodity. One bid was received as shown on attachment A.

The low bid received from Traffic Logix meets specifications and is recommended for award.

# **Financial Consideration**

Funds are available in the FY 2019/2020 General Fund Streets Budget 251210 (Streets, Roads, Highway Maintenance) for 63030 (Street Maintenance) and will be charged accordingly or orders through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.



# **Bid Tabulation**

Speed Cushions

RFB #20056

Traffic Logix Spring Valley NY

| Item | Description —            | QTY | UOM | Unit Price | Extended Price |
|------|--------------------------|-----|-----|------------|----------------|
| 1    | Preformed Speed Cushions | 15  | EA  | 1,205.00   | 18,075.00      |
|      | Total                    |     |     |            | \$ 18,075.00   |

# CITY OF GRAND PRAIRIE OPERATING BUDGET EXPENDITURE INFORMATION

FUND: General Operating Fund

AGENCY: Public Works / Streets

ACCOUNTING UNIT: 251210

AVAILABLE: 63030 – Streets, Roads, Highway Maint @ \$717,775

STAFF CONTACT: Dane Stovall

VENDOR NUMBER: 4529

VENDOR NAME: Traffic Logix

CONTINGENCY: \$0



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-9785 Version: 1 Name: 20054 - Brink's Agreement, using Choice Partners

Type: Agenda Item Status: Consent Agenda

File created: 2/7/2020 In control: Finance

On agenda: 2/18/2020 Final action:

**Title:** Price Agreement for armored car services from Brink's U.S. through a national interlocal agreement

with Choice Partners at an estimated annual cost of \$110,000 for one year with the option to renew for two additional one-year periods, totaling \$330,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the

renewal terms. Additionally, reject all bids in connection with RFB# 20054

**Sponsors:** 

Indexes:

**Code sections:** 

Attachments: 20-9785 - Expenditure Information Form

Date Ver. Action By Action Result

#### From

Anda Upchurch

#### **Title**

Price Agreement for armored car services from Brink's U.S. through a national interlocal agreement with Choice Partners at an estimated annual cost of \$110,000 for one year with the option to renew for two additional one-year periods, totaling \$330,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms. Additionally, reject all bids in connection with RFB# 20054

### **Presenter**

Becky Brooks, CFO

#### **Recommended Action**

Approve

### **Analysis**

This annual price agreement is for the purchase of armored car services for 18 locations citywide and is administered by the City's Finance Department. In December of 2019 our current Armored Car provider, Trinity Armored Services, notified the City that it was unable to continue to maintain its automotive cash-intransit liability insurance and seeked to evoke the contract's 30 day notice of termination for January 20th, 2020. City staff negotiated with Trinity to provide services until February 20th, 2020 in order for the contract to be rebid as RFB# 20054. Brink's was the only bid received and upon analysis it was determined that better pricing, terms and conditions could be obtained by rejecting this bid and electing to procure these services through a cooperative contract Brink's maintains with Choice Partners, which is what City staff recommends

File #: 20-9785, Version: 1

here.

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

Choice Partners purchasing cooperative offers procurement and contract solutions to meet government purchasing requirements. Staff at Choice Partners complete the legal, competitively bid government procurement process so members can act immediately to access the contract, saving time and money on the bidding process and purchase. Choice Partners national cooperative includes Facilities planning and facility contracts, Supplies and service contracts, Food contracts for bread, dairy, grocery, produce, and Technology products.

Brink's U.S. through their Choice Partners contract offers Armored Car Services. The Choice Partners contract began November 18, 2018 and will expire November 13, 2020, with two (2) one-year extensions remaining.

#### **Financial Consideration**

Funding is available in the FY 2019/2020 Pooled Investment Fund 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 OF GRAND PRAIRIE OPERATING BUDGET EXPENDITURE INFORMATION

FUND:

Cash & Debt Management Fund

AGENCY:

Finance

ACCOUNTING UNIT:

223810

AVAILABLE:

61485, Misc. Services, \$95,520

Account Code, Description, and amount available

STAFF CONTACT:

Becky Brooks, CFO

VENDOR NUMBER:

(new)

VENDOR NAME:

Brink's, U.S.

none

CONTINGENCY:



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-9781 Version: 1 Name: Pest Control

Type: Agenda Item Status: Consent Agenda
File created: 2/6/2020 In control: Facility Services

On agenda: 2/18/2020 Final action:

Title: Price Agreement for pest control services from Cantu Pest Control (up to \$12,280.00 annually) for

one year with the option to renew for (4) additional one year periods totaling \$61,400 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: Pest Control 20032 - Evaluation CC Exhibit

**PEST Control** 

Date Ver. Action By Action Result

#### From

Linda Lankford

### **Title**

Price Agreement for pest control services from Cantu Pest Control (up to \$12,280.00 annually) for one year with the option to renew for (4) additional one year periods totaling \$61,400 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

Ray Riedinger, Facilities Manager

#### **Recommend Action**

Approve

#### **Analysis**

This price agreement is for Pest Control Services for various facilities located throughout the City of Grand Prairie.

Notice of bid #20032 was publically opened and read at the City of Grand Prairie Office of the Purchasing Division on Wednesday January 29th 2020; it was distributed to 7 vendors. There was one Grand Prairie vendor available for this commodity. 7 received bids as shown on attachment A.

The award was based on best value criteria set up in the specification, including cost, experience in projects of similar size/scope/schedule, technician experience/training, the reputation of the Vendor, if they were local to

# File #: 20-9781, Version: 1

Grand Prairie, and other relevant criteria as listed in the specification.

Cantu Pest Control 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.

| Grand Prairle   | Evaluation Score Card Pest Control Services RFB # 20032 | Cantu Pest<br>Control | SureGuard                | Graham Pest<br>Control | Charles Pest<br>Control | Versacor                               | Entex Pest     | Brady Pest Control                     |
|---|---|-----------------------|--------------------------|------------------------|-------------------------|--|----------------|--|
|   |   | Addison, TX           | Midlothian, TX           | Lewisville, TX         | Cedar Hill, TX          | Southlake, TX                          | Richardson, TX | Grand Prairie, TX                      |
| Evaluation Criteria   | Maximum Score   | Score                 | Score                    | Score                  | Score                   | Score                                  | Score          | Score                                  |
| Price   | 50.00   | 50.00                 | 42.40                    | 40.13                  | 32.24                   | 19.13                                  | 18.77          | 3.73                                   |
| Experience in projects of similar size, scope, and schedule | 20.00   | 20.00                 | 20.00                    | 20.00                  | 20.00                   | 16.00                                  | 14.00          | 14.00                                  |
| Technician Experience / Training                            | 15.00   | 12.00                 | 15.00                    | 10.50                  | 15.00                   | 13.50                                  | 15.00          | 7.50                                   |
| Reputation  | 10.00   | 8.00                  | 9.67                     | 9.40                   | 10.00                   | 10.00                                  | 9.67           | 9.00                                   |
| Local Business Presence                                     | 5.00  | 0.00                  | 0.00                     | 0.00                   | 0.00                    | 0.00                                   | 0.00           | 5.00                                   |
| Total   | 100.00  | 90.00                 | 87.06                    | 80.03                  | 77.24                   | 58.63                                  | 57.43          | 39.23                                  |
| Complete and accurate bid                                   |   | ✓                     |                          | ✓                      | ✓                       |  | ✓              |  |
| Notes   |   |                       | Addenda not acknowledged |                        |                         | Calculation Errors, noted on bid sheet |                | Calculation Errors, noted on bid sheet |

Bid Tabulator: Anda Upchurch

Bid Open Date: Wednesday, January 29, 2020

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

Price Evaluation
Pest Control Services
RFB # 20032

Full 6-page bid tabulation is saved in the Purchasing Bid File, and is available upon request.

|           |                    |             | Graham Pest | Charles Pest |             |             |                    |
|-----------|--------------------|-------------|-------------|--------------|-------------|-------------|--------------------|
| Vendor    | Cantu Pest Control | SureGuard   | Control     | Control      | Versacor    | Entex Pest  | Brady Pest Control |
| Total Bid | \$12,280.00        | \$14,482.50 | \$15,298.50 | \$19,045.00  | \$32,090.00 | \$32,715.00 | \$164,546.00       |
| Score     | 50.00              | 42.40       | 40.13       | 32.24        | 19.13       | 18.77       | 3.73               |

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

| Low bid   | \$12,280.00 |
|-----------|-------------|
| Max Score | 50.00       |

#### ..From

#### ..Title

Price Agreement for product or service from vendor (up to \$0.00 annually). This agreement will be for one year with the option to renew for additional one year periods totaling \$dollar amount if all extensions are exercised. *If secondary is needed add the following:* Award a secondary to secondary vendor (up to \$0.00 annually) to be used only if the primary is unable to fulfill the needs of the department. 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

#### ..Recommend Action

Approve

#### ..Analysis

what is the contract for???

Notice of bid #bid number was advertised in the Fort Worth Star Telegram and Bid Sync; it was distributed to number vendors. There were number of GP Vendors Grand Prairie vendors available for this commodity. number of bids received bids were received as shown on attachment A.

The low bid received from awarded vendor meets specifications and is recommended for award.

#### OR

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

awarded vendor meets specifications and is recommended for award.

*If secondary is needed add the following:* The secondary vendor, name of secondary vendor, will only be used if the primary vendor cannot fulfill the needs of the City.

#### ..Financial Consideration

Funds are available in FY 2013/2014 budget account number for account description 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.

### Or Citywide contracts

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.



City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-9771 Version: 1 Name: Office Depot Office Supplies & Furniture (2020-

2025)

Type: Agenda Item Status: Consent Agenda

File created: 1/29/2020 In control: Purchasing

On agenda: 2/18/2020 Final action:

**Title:** Price Agreement for office supply and furniture purchases from Office Depot through a national

interlocal agreement with OMNIA Partners at an estimated cost of \$400,000 for sixteen months; for an initial term of sixteen months with the option to renew for four additional one-year periods totaling

\$1,600,000 if all extensions are exercised

Sponsors:

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

#### **From**

Venona McGee, Sr. Buyer

#### **Title**

Price Agreement for office supply and furniture purchases from Office Depot through a national interlocal agreement with OMNIA Partners at an estimated cost of \$400,000 for sixteen months; for an initial term of sixteen months with the option to renew for four additional one-year periods totaling \$1,600,000 if all extensions are exercised

#### Presenter

Bryce Davis, Purchasing Manager

#### **Recommend Action**

Approve

### **Analysis**

This contract will be for general office supplies and furniture, such as paper, pens, desks, chairs, toner and ink. Purchases will be made by individual departments on as-needed basis using the Office Depot BSD Website(s). Office Depot through their OMNIA Partners' contract offers fixed pricing for all items listed in the current Office Depot Business Solutions Big Book Catalog. As a participating agency under the OMNIA Partners' program the City will be eligible for a rebate based on the City's annual spend.

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

### File #: 20-9771, Version: 1

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

The OMNIA Partners' contract #R190303 began July 1, 2019 and will expire June 30, 2024, with the option to renew for five additional one-year period(s).

| Fiscal Year                | <u>Months</u> | Annual Exper        | <u>nditure</u>                      |
|----------------------------|---------------|---------------------|-------------------------------------|
| March 20' - June 21'       | 16*           | \$400,000.00        | *to align contract dates with OMNIA |
| July 21' - June 22'        | 12            | \$300.000.00        |                                     |
| July 22' - June 23'        | 12            | \$300.000.00        |                                     |
| July 23' - June 24'        | 12            | \$300.000.00        |                                     |
| <u>July 24' - June 25'</u> | <u>12</u>     | <u>\$300.000.00</u> |                                     |
| Total                      |               | \$1,600,000.00      | )                                   |

### **Financial Consideration**

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



## City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

### Legislation Details (With Text)

File #: 20-9782 Version: 1 Name: Price agreement final renewal with Santos

Construction, Inc., for Concrete Paving, and approve a monetary increase of 1.11%, increasing the estimated annual amount to \$11,356,750.01; renew the price agreement with McMahon

Contracting for Concrete Paving a

Type: Agenda Item Status: Consent Agenda

On agenda: 2/18/2020 Final action:

2/7/2020

Title: Final renewal on the price agreement with Santos Construction, Inc. for concrete paving; approve a

In control:

monetary increase of 1.11%, increasing the estimated annual amount to \$11,356,750.01; final renewal on the price agreement with McMahon Contracting for concrete paving and approve a monetary increase of 5.46%, increasing the estimated annual amount to \$11,215,149.62; final renewal on the price agreement with New Star Grading & Paving and approve a monetary increase of 0.96406%,

**Public Works** 

increasing the estimated annual amount to \$13,420,371.96

Sponsors: Indexes:

File created:

Code sections:

Attachments: McMAHON RFB# 16040 TAB FY20.pdf

NEW STAR RFB# 16040 TAB FY20.pdf SANTOS RFB# 16040 TAB FY20.pdf

Date Ver. Action By Action Result

#### From

Glenda Peterson, Street Operations Supervisor

### **Title**

Final renewal on the price agreement with Santos Construction, Inc. for concrete paving; approve a monetary increase of 1.11%, increasing the estimated annual amount to \$11,356,750.01; final renewal on the price agreement with McMahon Contracting for concrete paving and approve a monetary increase of 5.46%, increasing the estimated annual amount to \$11,215,149.62; final renewal on the price agreement with New Star Grading & Paving and approve a monetary increase of 0.96406%, increasing the estimated annual amount to \$13,420,371.96

### **Presenter**

Gabriel Johnson, Public Works Director

### **Recommended Action**

Approve

### **Analysis**

On March 22, 2016, City Council awarded RFB# 16040 to Santos Construction, McMahon Contracting, New Star Grading & Paving, and NACC, Inc. In 2008, the City did not renew its contract with NACC, Inc. The City

### File #: 20-9782, Version: 1

is satisfied with the performance of the three current vendors.

These price agreements are currently utilized for large concrete pavement repairs and replacements in order to maintain the City's streets and roadways. It should be noted that the total amount for each contract does not represent the total actual amount that will be spent, but is the total amount of the price agreements if all items were actually done by all three contractors. By pricing every item with each vendor, we have the flexibility of using any one of the three for repairs and construction needs since the availability of the vendors varies and much of our work requires response in a short time frame. The actual amount spent on the 1/4 cent Street Sales Tax program shall not exceed the street sales tax receipts. These vendors are also used for projects by other Departments throughout the City due to the flexibility in not having to take individual bids on different projects.

Due to an escalation of concrete aggregate materials and rising market trends, each concrete paving vendor has requested a price redetermination increasing the cost and subsequently the contract amount needed for future terms. Because each contract would be raised in excess of \$50,000, City Council approval is required. This action would allow City staff to renew the price agreements with authorization to increase the contract values by the following amounts:

| <u>Vendor</u>             | % Increase | Dollar Increase | Proposed Contract Value |
|---------------------------|------------|-----------------|-------------------------|
| Santos Construction       | 1.11%      | \$124,250.00    | \$11,356,750.01         |
| McMahon Contracting       | 5.46%      | \$612,903.80    | \$11,215,149.62         |
| New Star Grading & Paving | .96406%    | \$428,284.96    | \$13,420,371.96         |

### **Financial Consideration**

Funds are available for this price agreement from the FY20 Streets 1/4 cent Sales Tax Funds (232010), FY/20 Street Maintenance Projects (02004703), Street Maintenance (63030), as well as the Streets Capital Improvement Projects Fund (400192). FY20 Street Assessment Implementation (02006503), Street Maintenance (63030). Projects by other Departments that utilitze this price agreement will be funded through those Departments. All work 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.

| 20            | 020 ESCALATION  Concrete Pavement Replacement  Price Redetermination  RFB #16040  | VENDOR<br>CONTA<br>EMAI<br>PHON | ACT<br>IL<br>IE | Will@mcmal | n Contracting LP Will Mee honcontracting.com 1-263-6907 |                  |              |              | Submitted C     | On:1/27/20      |
|---------------|---|---------------------------------|-----------------|------------|---|------------------|--------------|--------------|-----------------|-----------------|
| Item# L       | ine Item Description  | Est.<br>Quantity                | UOM             |            | Prairie Texas  Est Cost                                 | 2020 Est<br>Cost | New Total    |              | S Inc Over 2019 | % Inc Over 2019 |
| 1 R           | temove 6" to 10" thick reinforced concrete 0-50 s.y.  | 660                             | SY              | 12.62      | 8,329.20  | 15.50            | 10,230.00    | 10,230.00    | 1,900.80        | 18.58%          |
|               | temove 6" to 10" thick reinforced concrete 51-500 s.y.  | 1200                            | SY              | 12.62      | 15,144.00   | 15.50            | 18,600.00    | 18,600.00    | 3,456.00        | 18.58%          |
|               | demove 6" to 10" thick reinforced concrete 501-1,000 s.y.   | 1600                            | SY              | 12.62      | 20,192.00   | 15.50            | 24,800.00    | 24,800.00    | 4,608.00        | 18.58%          |
|               | demove 6" to 10" thick reinforced concrete 1,001+ s.y.  | 32000                           | SY              | 12.62      | 403,840.00  | 14.37            | 459,840.00   | 459,840.00   | 56,000.00       | 12.18%          |
|               | temove 4" to 5" concrete sidewalk 0-250 s.y.  | 800                             | SY              | 9.20       | 7,360.00  | 10.04            | 8,032.00     | 8,032.00     | 672.00          | 8.37%           |
|               | temove 4" to 5" concrete sidewalk 251-800 s.y.  | 800                             | SY              | 9.20       | 7,360.00  | 10.04            | 8,032.00     | 8,032.00     | 672.00          | 8.37%           |
| $\overline{}$ | temove 4" to 5" concrete sidewalk 801-1,200 s.y.  | 1200                            | SY              | 9.20       | 11,040.00   | 10.04            | 12,048.00    | 12,048.00    | 1,008.00        | 8.37%           |
|               | temove 4" to 5" concrete sidewalk 1,201+ s.y.   | 4000                            | SY              | 9.20       | 36,800.00   | 10.04            | 40,160.00    | 40,160.00    | 3,360.00        | 8.37%           |
|               | " concrete sidewalk 6.5 sack (4500 p.s.i.) 2" sand 0-250 s.y  | 1100                            | SY              | 50.03      | 55,033.00   | 54.06            | 59,466.00    | 59,466.00    | 4,433.00        | 7.45%           |
|               |   | 1100                            | SY              | 50.03      | 55,033.00   |                  |              |              |                 |                 |
|               | "concrete sidewalk 6.5 sack (4500 p.s.i.) 2" sand 251-800 s.y.  "concrete sidewalk 6.5 sack (4500 p.s.i.) 2" sand 801-1,200 s.y.  | 1600                            | SY              | 50.03      |   | 54.06            | 59,466.00    | 59,466.00    | 4,433.00        | 7.45%           |
|               | · · · · · · · · · · · · · · · · · · ·   | 6000                            | SY              |            | 80,048.00<br>300,180.00                                 | 54.06            | 86,496.00    | 86,496.00    | 6,448.00        | 7.45%           |
|               | "concrete sidewalk 6.5 sack (4500 p.s.i.) 2" sand 1,201+ s.y.   | 110000000                       |                 | 50.03      | ,   | 54.06            | 324,360.00   | 324,360.00   | 24,180.00       | 7.45%           |
|               | " concrete for pavement 6.5 sack (4500 p.s.i.) 0-500 s.y.   | 800                             | SY              | 65.40      | 52,320.00   | 68.67            | 54,936.00    | 54,936.00    | 2,616.00        | 4.76%           |
|               | " concrete for pavement 6.5 sack (4500 p.s.i.) 501-1,000 s.y.   | 1600                            | SY              | 65.40      | 104,640.00  | 68.67            | 109,872.00   | 109,872.00   | 5,232.00        | 4.76%           |
| 1000          | " concrete for pavement 6.5 sack (4500 p.s.i.) 1,001+ s.y.  | 32000                           | SY              | 65.40      | 2,092,800.00  | 68.67            | 2,197,440.00 | 2,197,440.00 | 104,640.00      | 4.76%           |
|               | 0" concrete for pavement 6.5 sack (4500 p.s.i.) 0-500 s.y.  | 600                             | SY              | 73.61      | 44,166.00   | 76.55            | 45,930.00    | 45,930.00    | 1,764.00        | 3.84%           |
|               | 0" concrete for pavement 6.5 sack (4500 p.s.i.) 501-1,000 s.y.  | 1600                            | SY              | 73.61      | 117,776.00  | 76.55            | 122,480.00   | 122,480.00   | 4,704.00        | 3.84%           |
|               | 0" concrete for pavement 6.5 sack (4500 p.s.i.) 1,001 + s.y.  | 4000                            | SY              | 68.41      | 273,640.00  | 71.14            | 284,560.00   | 284,560.00   | 10,920.00       | 3.84%           |
|               | Quick Set type Concrete (owner approved mix design) (4500 p.s.i.) 24hrs 0-200 s.y.  | 500                             | CY              | 156.78     | 78,390.00   | 164.62           | 82,310.00    | 82,310.00    | 3,920.00        | 4.76%           |
|               | Quick Set type Concrete (owner approved mix design) (4500 p.s.i.) 24hrs 201-800 s.y.  | 800                             | CY              | 156.78     | 125,424.00  | 164.62           | 131,696.00   | 131,696.00   | 6,272.00        | 4.76%           |
| 21 Ç          | Quick Set type Concrete (owner approved mix design) (4500 p.s.i.) 24hrs 801 + s.y.  | 1200                            | CY              | 156.78     | 188,136.00  | 164.62           | 197,544.00   | 197,544.00   | 9,408.00        | 4.76%           |
| 22 8          | "Alley Pavement as per Standard Detail Sheet 6.5 sack (4500 p.s.i.) concrete 0-500 s.y.   | 700                             | SY              | 61.29      | 42,903.00   | 70.94            | 49,658.00    | 49,658.00    | 6,755.00        | 13.60%          |
| 23 8          | "Alley Pavement as per Standard Detail Sheet 6.5 sack (4500 p.s.i.) concrete 501-1,000  | 1600                            | SY              | 61.29      | 98,064.00   | 70.94            | 113,504.00   | 113,504.00   | 15,440.00       | 13.60%          |
| 24 8          | "Alley Pavement as per Standard Detail Sheet 6.5 sack (4500 p.s.i.) concrete 1,001 +  | 6000                            | SY              | 51.99      | 311,940.00  | 61.39            | 368,340.00   | 368,340.00   | 56,400.00       | 15.31%          |
|               | Type "D" HMAC compacted in-place for temp. and permanent tie-ins of concrete vavement to asphalt to be paid by tickets  | 1200                            | TN              | 97.50      | 117,000.00  | 99.50            | 119,400.00   | 119,400.00   | 2,400.00        | 2.01%           |
| 26 C          | Cold mix asphalt mix complete in-place for tie-in of pavements  | 1000                            | TN              | 63.75      | 63,750.00   | 85.00            | 85,000.00    | 85,000.00    | 21,250.00       | 25.00%          |
|               | Barrier free ramps at intersections to include all removal ans sawing with out 24" blockout 6.5 sack (4500 p.s.i.) concrete per the City's Standard Detail Sheets               | 160                             | EA              | 1,000.00   | 160,000.00  | 1,300.00         | 208,000.00   | 208,000.00   | 48,000.00       | 23.08%          |
|               | Double connect barrier free ramps at intersections to include all removal an sawing with out 24" blockout 6.5 sack (4500 p.s.i.) concrete per the City's Standard Detail Sheets | 160                             | EA              | 1,000.00   | 160,000.00  | 1,300.00         | 208,000.00   | 208,000.00   | 48,000.00       | 23.08%          |
|               | Replace water meter box and lid as per City Standard Detail Sheets. City will supply the boxes and lids.  | 250                             | EA              | 95.00      | 23,750.00   | 95.00            | 23,750.00    | 23,750.00    | 0.00            | 0.00%           |
|               | nstall water meter riser as per City Standard Detail Sheets, City will provide the water isers.   | 250                             | EA              | 95.00      | 23,750.00   | 95.00            | 23,750.00    | 23,750.00    | 0.00            | 0.00%           |
| 31 6          | "Integral Curb  | 15000                           | LF              | 2.81       | 42,150.00   | 2.95             | 44,250.00    | 44,250.00    | 2,100.00        | 4.75%           |
| 32 8          | ?" Integral Curb  | 2200                            | LF              | 2.98       | 6,556.00  | 3.13             | 6,886.00     | 6,886.00     | 330.00          | 4.79%           |
| 33 6          | "concrete drive approach up to connecting sidewalk or R.O.W. 6.5 sack (4500 p.s.i.)   | 3000                            | SY              | 68.89      | 206,670.00  | 72.34            | 217,020.00   | 217,020.00   | 10,350.00       | 4.77%           |
| 34 3          | 60" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 0-100 l.f.  | 500                             | LF              | 30.91      | 15,455.00   | 32.41            | 16,205.00    | 16,205.00    | 750.00          | 4.63%           |
|               | 60" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 101 + 1.f.  | 10000                           | LF              | 25.48      | 254,800.00  | 25.48            | 254,800.00   | 254,800.00   | 0.00            | 0.00%           |

| Item# | Line Item Description   | Est.     | UOM | Unit Price | Est Cost   | 2020 Est | New Total  |            | S Inc Over 2019 |        |
|-------|---|----------|-----|------------|------------|----------|------------|------------|-----------------|--------|
|       |   | Quantity |     | 2019       |            | Cost     |            |            |                 | 2019   |
| 36    | 24" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 0-100 l.f.            | 500      | LF  | 34.28      | 17,140.00  | 34.28    | 17,140.00  | 17,140.00  | 0.00            | 0.00%  |
| 37    | 24" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 101 + 1.f.            | 10000    | LF  | 25.36      | 253,600.00 | 25.36    | 253,600.00 | 253,600.00 | 0.00            | 0.00%  |
| 38    | 18" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 0-100 l.f.            | 100      | LF  | 22.98      | 2,298.00   | 22.98    | 2,298.00   | 2,298.00   | 0.00            | 0.00%  |
| 39    | 18" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 101-300 l.f.          | 200      | LF  | 22.98      | 4,596.00   | 22.98    | 4,596.00   | 4,596.00   | 0.00            | 0.00%  |
| 40    | 18" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 301 + 1.f.            | 10000    | LF  | 16.96      | 169,600.00 | 16.96    | 169,600.00 | 169,600.00 | 0.00            | 0.00%  |
| 41    | Mow strip 12" x 12" #3 Rebar Ladder Shape @ 24" spacing 6.5 sack (4500 p.s.i.)      | 400      | LF  | 21.65      | 8,660.00   | 21.65    | 8,660.00   | 8,660.00   | 0.00            | 0.00%  |
| 42    | 3" High Reinforced Concrete Berm as per Specifications, 8" inches wide              | 500      | LF  | 8.65       | 4,325.00   | 8.65     | 4,325.00   | 4,325.00   | 0.00            | 0.00%  |
| 43    | 3" High Reinforced Concrete Berm as per Specifications, 16" inches wide             | 200      | LF  | 11.85      | 2,370.00   | 11.85    | 2,370.00   | 2,370.00   | 0.00            | 0.00%  |
| 44    | 4" High Reinforced Concrete Berm as per Specifications, 8" inches wide              | 500      | LF  | 10.80      | 5,400.00   | 10.80    | 5,400.00   | 5,400.00   | 0.00            | 0.00%  |
| 45    | 4" High Reinforced Concrete Berm as per Specifications, 16" inches wide             | 200      | LF  | 15.09      | 3,018.00   | 15.09    | 3,018.00   | 3,018.00   | 0.00            | 0.00%  |
| 46    | SDHPT (grade 2), Type A Flex Base - provided, placed and compacted by contractor    | 20000    | Ton | 36.69      | 733,800.00 | 38.92    | 778,400.00 | 778,400.00 | 44,600.00       | 5.73%  |
| 47    | 5"- 6" depth stamped patterned median (3000 p.s.i.) pavement. 0-50+ s.y.            | 1500     | SY  | 83.50      | 125,250,00 | 83,50    | 125,250.00 | 125,250.00 | 0.00            | 0.00%  |
| 48    | Retaining wall (0-3') with 6' integral sidewalk 6.5 sack (4500 p.s.i.) 0-50+ l.f.   | 5000     | LF  | 56.30      | 281,500.00 | 56.30    | 281,500.00 | 281,500.00 | 0.00            | 0.00%  |
| 49    | 9 Retaining wall (0-3') with 4' integral sidewalk 6.5 sack (4500 p.s.i.) 0-50+ l.f. |          | LF  | 56.30      | 281,500.00 | 56.30    | 281,500.00 | 281,500.00 | 0.00            | 0.00%  |
| 50    | Remove HMAC   | 10000    | SY  | 9.75       | 97,500.00  | 11.95    | 119,500.00 | 119,500.00 | 22,000.00       | 18.41% |

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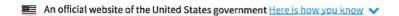
| Item# | Line Item Description  | Est.<br>Quantity | UOM | Unit Price<br>2019 | Est Cost   | 2020 Est<br>Cost | New Total  |            | \$ Inc Over 2019 | % Inc Over<br>2019 |
|-------|--|------------------|-----|--------------------|------------|------------------|------------|------------|------------------|--------------------|
|       | [10] [10] 12] 12[12] 12[12] 12[12] 12[12] 12[12] 12[12] 12[12] 12[12] 12[12] 12[12] 12[12] 12[12] 12[12] 12[12]  |                  |     |                    |            |                  |            |            |                  |                    |
| 51    | Saw cut full depth concrete  | 30000            | LF  | 3.00               | 90,000.00  | 3.30             | 99,000.00  | 99,000.00  | 9,000.00         | 9.09%              |
| 52    | Saw cut full depth concrete sidewalk   | 2000             | LF  | 2.25               | 4,500.00   | 2.95             | 5,900.00   | 5,900.00   | 1,400.00         | 23.73%             |
| 53    | Saw cut asphalt full depth   | 15000            | LF  | 2.50               | 37,500.00  | 3.55             | 53,250.00  | 53,250.00  | 15,750.00        | 29.58%             |
| 54    | Rout and Seal Random Cracks to include cleaning, complete in-place on both asphalt and concrete Type to be submitted for review and approval. (hot or cold pour meeting  | 10000            | LF  | 1.65               | 16,500.00  | 1.75             | 17,500.00  | 17,500.00  | 1,000.00         | 5.71%              |
| 55    | Sodding on all sides of construction, disturbed areas - Tiff 419 Bermuda, water to   | 10000            | SY  | 6.09               | 60,900.00  | 6.86             | 68,600.00  | 68,600.00  | 7,700.00         | 11.22%             |
| 56    | Sodding on all sides of construction, disturbed areas - Raleigh St. Augustine, water to  | 10000            | SY  | 7.05               | 70,500.00  | 7.94             | 79,400.00  | 79,400.00  | 8,900.00         | 11.21%             |
| 57    | Unclassified Excavation 0-100 c.y.   | 1000             | CY  | 19.36              | 19,360.00  | 21.34            | 21,340.00  | 21,340.00  | 1,980.00         | 9.28%              |
| 58    | Unclassified Excavation 101-300 c.y.   |                  | CY  | 19.36              | 11,616.00  | 21.34            | 12,804.00  | 12,804.00  | 1,188.00         | 9.28%              |
| 59    | Unclassified Excavation 301+ c.y.  | 20,000           | CY  | 18.80              | 376,000.00 | 19.36            | 387,200.00 | 387,200.00 | 11,200.00        | 2.89%              |
| 60    | Excavation/Removal of curb and gutter only 0-100 l.f.  | 200              | LF  | 4.64               | 928.00     | 6.25             | 1,250.00   | 1,250.00   | 322.00           | 25.76%             |
|       | Excavation/Removal of curb and gutter only 100-500 l.f   | 200              | LF  | 4.64               | 928.00     | 6.25             | 1,250.00   | 1,250.00   | 322.00           | 25.76%             |
|       | Excavation/Removal of curb and gutter only 501+ 1.f.   | 15000            | LF  | 3.35               | 50,250.00  | 3.95             | 59,250.00  | 59,250.00  | 9,000.00         | 15.19%             |
|       | Traffic Control on Major Thoroughfares, (to be determined by owner) -This unit pay item will be used to offset cost for additional barricading when working on major thoroughfares. It will be one per work order project  | 20               | EA  | 1,200.00           | 24,000.00  | 1,400.00         | 28,000.00  | 28,000.00  | 4,000.00         | 14.29%             |
| 64    | Silt Fence – furnish and install complete in place   | 500              | LF  | 2.00               | 1,000.00   | 2.00             | 1,000.00   | 1,000.00   | 0.00             | 0.00%              |
| 65    | Inlet Protection, furnish and install complete in place as per detail sheets   | 20               | EA  | 75.00              | 1,500.00   | 75,00            | 1,500.00   | 1,500.00   | 0.00             | 0.00%              |
| 66    | Construction (Stone) Entrance, complete in place, as per details and specifications  | 10               | EA  | 500,00             | 5,000.00   | 500.00           | 5,000.00   | 5,000.00   | 0.00             | 0.00%              |
| 67    | Unclassified Channel/Swale Grading and Compaction (95% Standard Proctor Density at Optimum Moisture), clearing and grubbing, work fully performed, paid for by the calculated cubic yard of earth moved compared to existing contours vs. final contours. Earth hauled offsite will be a separate pay item (See Unclassified Excavation).  | 1000             | CY  | 10.35              | 10,350.00  | 11.41            | 11,410.00  | 11,410.00  | 1,060.00         | 9.29%              |
|       | Select Fill Material for Channel/Swale Grading and Compaction pay for Material and Hauling to Site, placing the material shall be billed under Unclassified Channel/Swale Grading and Compaction Bid Item. Paid by number of trucks.   | 1000             | CY  | 10.35              | 10,350.00  | 11.41            | 11,410.00  | 11,410.00  | 1,060.00         | 9.29%              |
| 69    | Topsoil for Finished Grading, furnish and place including fine grading to drain. Paid by   | 1000             | CY  | 20.00              | 20,000.00  | 20.00            | 20,000.00  | 20,000.00  | 0.00             | 0.00%              |
|       | number of trucks.  Cleaning Culverts (18"-12"- 33" Pipe or 2.5' Height Box) remove debris, earth and other objectionable material from pipe and box culverts, and hauling material off site. Paid by   | 1000             | СҮ  | 10.00              | 10,000.00  | 10.00            | 10,000.00  | 10,000.00  | 0.00             | 0.00%              |
| 71    | Cleaning Culverts (36"+ Pipe or 2.5'+ Height Box) remove debris, earth and other objectionable material from pipe and box culverts, and hauling material off site. Paid by   | 1000             | CY  | 5.00               | 5,000.00   | 5.00             | 5,000.00   | 5,000.00   | 0.00             | 0.00%              |
| 72    | Additional Clearing and Grubbing Along Channels, Headwalls, and Inlets, as called for on the plans and hauling the material off site. Paid by number of truck loads.   | 1000             | CY  | 5.00               | 5,000.00   | 5.00             | 5,000.00   | 5,000.00   | 0.00             | 0.00%              |
| 73    | Structural Reinforced Concrete, flumes, retaining walls, Wing walls and Headwalls to TxDot Standards, and other miscellaneous structural items, including formwork, cutting joints, testing, saw cutting existing pavement, pavement repair along interface of structure and saw cut line, doweling into existing concrete, excavation, backfill and other miscellaneous items of work, complete in place. Paid by volume of concrete. | 1500             | CY  | 370.25             | 555,375.00 | 370.25           | 555,375.00 | 555,375.00 | 0.00             | 0.00%              |
| 74    | Non & Reinforced Concrete (2,000 p.s.i.) thrust blocking, pipe collars, pipe plugs, encasement for utility mains, including formwork, cutting joints, testing, excavation, backfill and other miscellaneous items of work, complete in place.  | 500              | CY  | 37.50              | 18,750.00  | 37.50            | 18,750.00  | 18,750.00  | 0.00             | 0.00%              |
| 75    | 12" Grouted Rock Riprap over Filter Fabric, furnish and install complete in place, 40% of rock exposed, excavation, as per details work fully performed. Paid by tickets.  | 500              | CY  | 56.25              | 28,125.00  | 56.25            | 28,125.00  | 28,125.00  | 0.00             | 0.00%              |
| 76    | 24" Grouted Riprap over Filter Fabric, furnish and install complete in place, 40% of rock exposed, excavation, as per details work fully performed. Paid by tickets.   | 1000             | CY  | 67.50              | 67,500.00  | 67.50            | 67,500.00  | 67,500.00  | 0.00             | 0.00%              |
| 77    | Sheeting Shoring and Bracing, Site Specific Trench Safety Plan submitted to owner, OSHA Standards that are in effect at the time of bid opening, payment per each general site location. Bid Price for Implementation of Plan shall be by separate bid item.   | 10               | EA  | 50.00              | 500.00     | 50.00            | 500.00     | 500.00     | 0.00             | 0.00%              |

| Item# | Line Item Description  | Est.<br>Quantity | UOM  | Unit Price<br>2019 | Est Cost   | 2020 Est<br>Cost | New Total  |            | \$ Inc Over 2019 | % Inc Over 2019 |
|-------|--|------------------|------|--------------------|------------|------------------|------------|------------|------------------|-----------------|
|       |  |                  |      |                    |            |                  |            |            |                  |                 |
| 78    | Implement Trench Safety Plan 0-6.1 foot depth to flowline of pipe, furnish and install complete in place, paid by linear foot.   | 200              | LF   | 2.00               | 400.00     | 2.00             | 400.00     | 400.00     | 0,00             | 0.00%           |
| 79    | Implement Trench Safety Plan 6.1-10 foot depth to flowline of pipe, furnish and install complete in place, paid by linear foot.  | 200              | LF   | 2.00               | 400.00     | 2.00             | 400.00     | 400.00     | 0.00             | 0.00%           |
| 80    | Implement Trench Safety Plan 10.1-15 foot depth to flowline of pipe, furnish and install complete in place, paid by linear foot.   | 200              | LF   | 2.00               | 400.00     | 2.00             | 400.00     | 400.00     | 0.00             | 0.00%           |
| 81    | Additional Compacted Native Backfill for Pipe and Box Culverts, use existing material, excavation, backfill, to be paid only for facilities with over 6 feet of cover. First 6 feet of cover over flowline of pipe is subsidiary to the pipe or box pay item. Paid by tickets.     |                  | CY   | 10.00              | 5,000.00   | 10.00            | 5,000.00   | 5,000.00   | 0.00             | 0.00%           |
| 82    | Additional Modified flowable backfill - per tickets turned in daily, to be paid only if called for by the inspector Paid by ticket.  | 500              | CY   | 37,50              | 18,750.00  | 37.50            | 18,750.00  | 18,750.00  | 0.00             | 0.00%           |
| 83    | Additional Well Graded Crushed Stone (1/4" to ¼") Backfill for embedment, to be paid only if specifically called for by the inspector. Paid by ticket.   | 500              | CY   | 16,00              | 8,000.00   | 16.00            | 8,000.00   | 8,000.00   | 0.00             | 0.00%           |
| 84    | Additional Well Graded Crushed Stone (1" to 3") Backfill for embedment, to be paid only if specifically called for by inspector. Paid by ticket.   | 500              | CY   | 16.00              | 8,000.00   | 16.00            | 8,000.00   | 8,000.00   | 0.00             | 0.00%           |
| 85    | Additional Sand Backfill for Pipe or Box Culverts, to be paid only if specifically called for by the inspector. Paid by ticket.  | 500              | CY   | 7.25               | 3,625.00   | 7.25             | 3,625.00   | 3,625.00   | 0.00             | 0.00%           |
| 86    | Additional Cement Treated Sand Backfill for Box Culverts, as per details work fully performed, to be paid only if specifically called for by the inspector. Paid by ticket.  | 500              | CY   | 18.00              | 9,000.00   | 18.00            | 9,000.00   | 9,000.00   | 0.00             | 0.00%           |
| 87    | Reinforced Concrete Box Culvert, including formwork, cutting joints, testing, embedment, excavation, backfill and other miscellaneous items of work, per TxDot Standards, complete in place. Paid by volume of concrete calculated from Plans.                                     | 500              | CY   | 255.00             | 127,500.00 | 255.00           | 127,500.00 | 127,500.00 | 0,00             | 0.00%           |
| 88    | 48" CL III RCP storm drain pipe, open cut furnish and install complete in place including embedment, excavation, backfill, clay cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted backfill for pipe with more than 6'       | 50               | LF   | 186.95             | 9,347.50   | 186.95           | 9,347.50   | 9,347.50   | 0.00             | 0.00%           |
| 89    | 48" CL III RCP storm drain pipe, open cut, furnish and install complete in place including embedment, backfill, clay cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted backfill for pipe with more than 6' of cover,        | 75               | LF   | 186.95             | 14,021.25  | 186.95           | 14,021.25  | 14,021.25  | 0.00             | 0.00%           |
| 90    | 48" RCP storm drain pipe connection, furnish and install complete in place.  | 10               | EA   | 100.00             | 1,000.00   | 100.00           | 1,000.00   | 1,000.00   | 0.00             | 0.00%           |
| 91    | 36" CL III RCP storm drain pipe, open cut furnish and install complete in place including embedment, excavation, backfill, clay cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted backfill for pipe with more than 6'       | 75               | LF   | 117.89             | 8,841.75   | 117.89           | 8,841.75   | 8,841.75   | 0,00             | 0.00%           |
| 92    | 36" CL III RCP storm drain pipe, open cut, furnish and install complete in place including embedment, backfill, clay cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted backfill for pipe with more than 6' of cover,        | 100              | LF   | 117.89             | 11,789.00  | 117.89           | 11,789.00  | 11,789.00  | 0.00             | 0.00%           |
| 93    | 36" RCP storm drain pipe connection, furnish and install complete in place.  | 10               | EA   | 100.00             | 1,000.00   | 100.00           | 1,000.00   | 1,000.00   | 0.00             | 0.00%           |
| 94    | 30" CL III RCP storm drain pipe, open cut furnish and install complete in place including embedment, excavation, backfill, clay cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted backfill for pipe with more than 6'       | 300              | LF   | 96,92              | 29,076.00  | 96.92            | 29,076.00  | 29,076,00  | 0.00             | 0.00%           |
| 95    | 30" CL III RCP storm drain pipe, open cut, furnish and install complete in place including embedment, backfill, clay cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted backfill for pipe with more than 6' of cover,        | 300              | LF   | 96.92              | 29,076.00  | 96.92            | 29,076.00  | 29,076.00  | 0.00             | 0.00%           |
| 96    | 30" RCP storm drain pipe connection, furnish and install complete in place.  | 10               | Each | 100.00             | 1,000.00   | 100.00           | 1,000.00   | 1,000.00   | 0.00             | 0.00%           |
| 97    | 24" CL III RCP storm drain pipe, open cut furnish and install complete in place including<br>embedment, excavation, backfill, clay cut-off walls, modified flowable fill, 0-6 feet of<br>cover from flowline of pipe, use additional compacted backfill for pipe with more than 6' | 300              | LF   | 82.63              | 24,789.00  | 82.63            | 24,789.00  | 24,789.00  | 0.00             | 0.00%           |
| 98    | 24" CL III RCP storm drain pipe, open cut, furnish and install complete in place including embedment, backfill, clay cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted backfill for pipe with more than 6' of cover,        | 1000             | LF   | 65.00              | 65,000.00  | 65.00            | 65,000.00  | 65,000.00  | 0.00             | 0.00%           |

| Item# Line Item Description |  | Est.<br>Quantity | UOM  | Unit Price<br>2019 | Est Cost  | 2020 Est<br>Cost | New Total |           | \$ Inc Over 2019 | % Inc Over 2019 |
|-----------------------------|--|------------------|------|--------------------|-----------|------------------|-----------|-----------|------------------|-----------------|
| 99                          | 24" RCP storm drain pipe connection, furnish and install complete in place.  | 20               | Each | 100.00             | 2,000.00  | 100.00           | 2,000.00  | 2,000.00  | 0.00             | 0.00%           |
| 100                         | 18" CL III RCP storm drain pipe, open cut furnish and install complete in place including embedment, excavation, backfill, clay cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted backfill for pipe with more than 6' | 1,147 (1,04,17)  | LF   | 63.67              | 19,101.00 | 63.67            | 19,101.00 | 19,101.00 | 0.00             | 0.00%           |

| Item#   | Line Item Description  | Est.<br>Quantity | UOM  | Unit Price<br>2019 | Est Cost   | 2020 Est<br>Cost | New Total  |            | \$ Inc Over 2019 | % Inc Over 2019 |
|---------|--|------------------|------|--------------------|------------|------------------|------------|------------|------------------|-----------------|
|         | [요요] [발목과 조원의 (경역으로 보고)는 기계 회사)  |                  |      |                    |            |                  |            |            |                  |                 |
|         | 18" CL III RCP storm drain pipe, open cut, furnish and install complete in place including embedment, backfill, clay cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted backfill for pipe with more than 6' of cover,  | 300              | LF   | 63.67              | 19,101.00  | 63,67            | 19,101.00  | 19,101.00  | 0.00             | 0.00%           |
| 102     | 18" RCP storm drain pipe connection, furnish and install complete in place.  | 10               | Each | 100.00             | 1,000.00   | 100.00           | 1,000.00   | 1,000.00   | 0.00             | 0.00%           |
|         | Recessed Curb Inlet (5'), remove old inlet/furnish and install complete in place, pipe connections, excavation, backfill, as per specifications.   | 30               | Each | 2,000.00           | 60,000.00  | 2,000.00         | 60,000.00  | 60,000.00  | 0.00             | 0.00%           |
| 1 104 1 | Recessed Curb Inlet (10'), remove old inlet/furnish and install complete in place, pipe connections, excavation, backfill, as per specifications.  | 30               | Each | 2,250.00           | 67,500.00  | 2,250.00         | 67,500.00  | 67,500.00  | 0.00             | 0.00%           |
| 105 1   | Modified Combination Recessed Curb & Grate Inlet (5'), remove old inlet/furnish and install complete in place, pipe connections, excavation, backfill, as per specifications.  | 30               | Each | 2,000.00           | 60,000.00  | 2,000.00         | 60,000.00  | 60,000.00  | 0.00             | 0.00%           |
| 1 102 1 | Modified Combination Recessed Curb & Grate Inlet (10'), remove old inlet/furnish and install complete in place, pipe connections, excavation, backfill, as per specifications.   | 30               | Each | 2,250.00           | 67,500.00  | 2,250.00         | 67,500.00  | 67,500.00  | 0.00             | 0.00%           |
| 107     | Standard Depressed Curb (5'), remove old inlet/furnish and install complete in place, pipe connections, excavation, backfill, as per specifications.   | 30               | Each | 2,500.00           | 75,000.00  | 2,500.00         | 75,000.00  | 75,000.00  | 0.00             | 0.00%           |
|         | Standard Depressed Curb (10'), remove old inlet/furnish and install complete in place, pipe connections, excavation, backfill, as per specifications.  | 30               | Each | 3,250,00           | 97,500.00  | 3,250.00         | 97,500.00  | 97,500.00  | 0.00             | 0.00%           |
| 109     | Increase Proposed Inlet Length by 5 Linear Feet (Recessed Curb Inlet), contractor to bill for recessed curb inlet (5') and the increase for each additional 5 linear feet of inlet   | 30               | Each | 300.00             | 9,000.00   | 300.00           | 9,000.00   | 9,000.00   | 0.00             | 0.00%           |
|         | Increase Proposed Inlet Length by 5 Linear Feet (Modified Combination Recessed Curb Inlet), contractor to bill for modified recessed curb inlet (5') and the increase for each additional 5 linear feet of inlet opening.  | 30               | Each | 300.00             | 9,000.00   | 300.00           | 9,000.00   | 9,000.00   | 0.00             | 0.00%           |
| 111     | Increase Proposed Inlet Length by 5 Linear Feet (Standard Depressed Curb Inlet), contractor to bill for standard depressed curb inlet (5') and the increase for each additional 5 linear feet of inlet opening.  | 30               | Each | 300.00             | 9,000.00   | 300.00           | 9,000.00   | 9,000.00   | 0.00             | 0.00%           |
| 112     | 5' inlet Extra Depth of Recessed/Standard Inlet per 1' foot  | · 10             | LF   | 75.00              | 750.00     | 75.00            | 750.00     | 750.00     | 0.00             | 0.00%           |
| 113     | 10' inlet Extra Depth of Recessed/Standard Inlet per 1' foot   | 10               | LF   | 75.00              | 750.00     | 75.00            | 750.00     | 750.00     | 0.00             | 0.00%           |
| 114     | Remove and replace 5" inlet top. As approved by Inspector.   | 30               | Each | 2,250.00           | 67,500.00  | 2,250.00         | 67,500.00  | 67,500.00  | 0.00             | 0.00%           |
| 115     | Remove and replace 10" inlet top. As approved by Inspector.  | 30               | Each | 2,500.00           | 75,000.00  | 2,500.00         | 75,000.00  | 75,000.00  | 0.00             | 0.00%           |
|         | 5' x 5' Type "Y" (table top) inlet, furnish and install complete in place, pipe connections, as per plans.   | 30               | Each | 4,750.00           | 142,500.00 | 4,750.00         | 142,500.00 | 142,500.00 | 0.00             | 0.00%           |
| 117     | 4' x 4' Type "Y" (table top) inlet, furnish and install complete in place, pipe connections, as per plans.   | 30               | Each | 3,750.00           | 112,500.00 | 3,750.00         | 112,500.00 | 112,500.00 | 0.00             | 0.00%           |
|         | Type "A, B or E" Storm Drain Manhole, furnish and install, complete in place, Ring and Cover, pipe connections, 0-15' depth to flowline maximum, as per specifications, use  | 300              | CY   | 572.00             | 171,600.00 | 572.00           | 171,600.00 | 171,600.00 | 0.00             | 0.00%           |
| 119     | Stacked Manhole Extension, as per details, 48" dia., Ring and Cover, collar around pipe, pipe connections, and work fully performed.   | 50               | VF   | 100.00             | 5,000.00   | 100.00           | 5,000.00   | 5,000.00   | 0.00             | 0.00%           |
| 120     | Adjust Water Mains, Wastewater Mains, Manholes, or other utility conflicts with the storm drain pipe, furnish and install all materials complete in place, contractor to be paid cost of labor and materials & equipment (invoices submitted to owner) plus percentage over cost (contractor shall fill in percent markup for unit cost) | 1%               | %    | 12.00              | 0.12       | 12.00            | 0.12       | 0.12       | 0.00             | 0.00%           |
|         | Utility Pole Bracing, coordinating with Franchise Utility Company, bracing pole or paying franchise utility company to brace pole. Bracing shall be to franchise utility standards.  | 25               | Each | 500.00             | 12,500.00  | 500.00           | 12,500.00  | 12,500.00  | 0.00             | 0.00%           |
| 122     | Type A, B, or E, Storm Drain Manhole, furnish and install complete in place, Ring and Cover, pipe connections, 6.1-8'depth to flowline maximum, as per specifications, use stacked manhole extension, see standard detail sheets.  | 200              | LF   | 50.00              | 10,000.00  | 50.00            | 10,000.00  | 10,000.00  | 0.00             | 0.00%           |
| 123     | Type A, B, or E, Storm Drain Manhole, furnish and install complete in place, Ring and Cover, pipe connections, 8.1-10'depth to flowline maximum, as per specifications, use stacked manhole extension, see standard detail sheets.   | 200              | LF   | 50.00              | 10,000.00  | 50.00            | 10,000.00  | 10,000.00  | 0.00             | 0.00%           |

| Item# | Line Item Description   | Est.<br>Quantity | UOM   | Unit Price<br>2019 | Est Cost      | 2020 Est<br>Cost | New Total   |               | \$ Inc Over 2019 | % Inc Over 2019 |
|-------|---|------------------|-------|--------------------|---------------|------------------|-------------|---------------|------------------|-----------------|
|       | Type A, B, or E, Storm Drain Manhole, furnish and install complete in place, Ring and Cover, pipe connections, 10.1-12'depth to flowline maximum, as per specifications, use stacked manhole extension, see standard detail sheets. | 200              | LF    | 50,00              | 10,000.00     | 50.00            | 10,000.00   | 10,000.00     | 0.00             | 0.00%           |
| 125   | Type A, B, or E, Storm Drain Manhole, furnish and install complete in place, Ring and Cover, pipe connections, 12.1-14'depth to flowline maximum, as per specifications, use stacked manhole extension, see standard detail sheets. | 200              | LF    | 50.00              | 10,000.00     | 50.00            | 10,000.00   | 10,000.00     | 0.00             | 0.00%           |
| 126   | Rock Filler Dam Type 1  | 100              | LF    | 20.00              | 2,000.00      | 20.00            | 2,000.00    | 2,000.00      | 0.00             | 0.00%           |
| 127   | Rock Filler Dam Type 2  | 100              | LF    | 20.00              | 2,000.00      | 20.00            | 2,000.00    | 2,000.00      | 0.00             | 0.00%           |
| 128   | Rock Filler Dam Type 3  | 100              | LF    | 20.00              | 2,000.00      | 20.00            | 2,000.00    | 2,000.00      | 0.00             | 0.00%           |
|       |   | ESTIMAT          | ED GR | AND TOTAL          | 10,602,245.82 | ESTIMATED (      | GRAND TOTAL | 11,215,149.62 | 612,903.80       | 5.46%           |





### **U.S. BUREAU OF LABOR STATISTICS**

### Southwest Information Office

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## Changing Compensation Costs in the Dallas Metropolitan Area – September 2019

Total compensation costs for private industry workers increased 2.3 percent in the Dallas-Fort Worth, TX-OK Consolidated Statistical Area (CSA) for the year ending in September 2019, according to the U.S. Bureau of Labor Statistics. Assistant Commissioner for Regional Operations Stanley W. Suchman noted that one year ago, Dallas-Fort Worth experienced an annual gain of 2.8 percent in compensation costs. Locally, wages and salaries, the largest component of total compensation costs, advanced at a 3.0-percent pace for the 12-month period ending in September 2019. Nationwide, total compensation costs rose 2.7 percent, and wages and salaries rose 3.0 percent over the same period. (See <a href="chart-1">chart-1</a> and <a href="table-1">table 1</a>.)

### News Release Information

19-1762-DAL Friday, November 01, 2019

### Contacts

#### Technical information:

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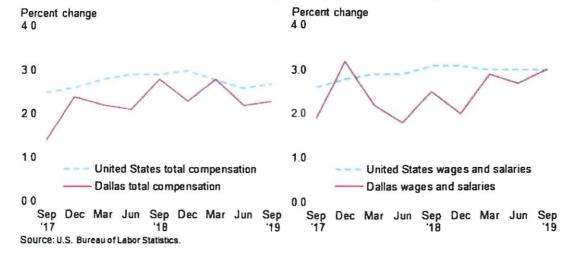
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### PDF

PDF version

Chart 1. Twelve-month percent changes in the Employment Cost Index, private industry workers, United States and the Dallas area, not seasonally adjusted, September 2017–September 2019



Dallas is 1 of 15 metropolitan areas in the United States and 1 of 5 areas in the South region of the country for which locality compensation data are available. Among these 15 largest areas, over-the-year percentage changes in total compensation costs ranged from 3.8 percent in New York to 1.7 percent in Houston and Philadelphia in September 2019. For wages and salaries, Los Angeles registered the largest annual increase (4.2 percent) among the 15 areas, while Houston registered the smallest (1.5 percent). (See <a href="mailto:chargestranges

The annual increase in total compensation costs in Dallas-Fort Worth in September 2019, at 2.3 percent, compared to advances ranging from 3.3 to 1.7 percent in the four other metropolitan areas in the South (Atlanta, Houston, Miami, and Washington). Dallas-Fort Worth's 3.0-percent gain in wages and salaries over this 12-month period compared to rates ranging from 3.9 to 1.5 percent in the four other southern localities. (See <u>table 2</u>.)

Percent change 5.0 ■Total compensation □ Wages and salaries 42 4.0 3.9 3.8 4.0 3.7 3.3 31 3.0 2.8 3.0 2.9 2.9 2.8 3.0 25 2.42.4 2.42.4 232323 1.8 2.0 17 1.0 0.0 United Atlanta Boston Chicago Dallas Detroit Houston Los Miami Minne-New Phila- Phoenix San Seattle States Angeles apolis York delphia Jose ington

Chart 2. Twelve-month percent change in the Employment Cost Index, private industry workers, United States and localities, not seasonally adjusted, September 2019

Source: U.S. Bureau of Labor Statistics.

Locality compensation costs are part of the national Employment Cost Index (ECI), which measures quarterly changes in total compensation costs, including wages, salaries, and employer costs for employee benefits. In addition to the 15 local estimates provided in this release, ECI data for the nation, 4 geographical regions, and 9 geographical divisions are available. (Geographical definitions for the metropolitan areas mentioned in this release are included in the <u>Technical Note</u>.)

In addition to the geographic data, a comprehensive national report is available that provides data by industry, occupational group, and union status, as well as for both private, and state and local government employees. The release is available on the Internet at <a href="https://www.bls.gov/ncs/ect/home.htm">www.bls.gov/ncs/ect/home.htm</a>. Current and historical information from other Bureau programs may be accessed via our regional homepage at <a href="https://www.bls.gov/regions/southwest">www.bls.gov/regions/southwest</a>.

The Employment Cost Index for December 2019 is scheduled for release on Friday, January 31, 2020, at 8:30 a.m. (ET).

### **Technical Note**

The Employment Cost Index (ECI) measures the change in the cost of labor, free from the influence of employment shifts among occupations and industries. The compensation series includes changes in wages and salaries and employer costs for employee benefits.

Wages and salaries are defined as straight-time average hourly earnings or, for workers not paid on an hourly basis, straight-time earnings divided by the corresponding hours. Straight-time wage and salary rates are total earnings before payroll deductions, excluding premium pay for overtime, work on weekends and holidays, and shift differentials. Production bonuses, incentive earnings, commission payments, and cost-of-living adjustments are included in straight-time earnings, whereas nonproduction bonuses (such as Christmas or year-end bonuses) are excluded. Also excluded are such items as payments-in-kind, free room and board, and tips.

Based on available resources and the existing ECI sample, it was determined that estimates would be published for 15 metropolitan areas. Since the ECI sample sizes by area are directly related to area employment, the areas with the largest private industry employment as of the year 2000 were selected. For each of these areas, 12-month percent changes and associated standard errors were computed for the periods since December 2006.

The metropolitan area definitions of the 15 published localities are listed below.

- Atlanta-Athens-Clarke County-Sandy Springs, GA Combined Statistical Area (CSA) includes Barrow, Bartow, Butts, Carroll, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gordon, Gwinnett, Hall, Haralson, Heard, Henry, Jackson, Jasper, Lamar, Madison, Meriwether, Morgan, Newton, Oconee, Oglethorpe, Paulding, Pickens, Pike, Polk, Rockdale, Spalding, Troup, Upson, and Walton Counties in Georgia.
- Boston-Worcester-Providence, MA-RI-NH-CT CSA includes Barnstable, Bristol, Essex, Middlesex, Norfolk, Plymouth, Suffolk, and Worcester Counties in Massachusetts; Bristol, Kent, Newport, Providence, and Washington in Rhode Island; Belknap, Hillsborough, Merrimack, Rockingham, and Strafford Counties in New Hampshire; and Windham County in Connecticut.
- Chicago-Naperville, IL-iN-WI CSA includes Bureau, Cook, DeKalb, DuPage, Grundy, Kane, Kankakee, Kendall, Lake, La Salle, McHenry, Putnam and Will Counties in Illinois; Jasper, Lake, LaPorte, Newton, and Porter Counties in Indiana; and Kenosha County in Wisconsin.
- Dallas-Fort Worth, TX-OK CSA includes Collin, Cooke, Dallas, Denton, Ellis, Grayson, Henderson, Hood, Hopkins, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise Counties in Texas; and Bryan County in Oklahoma.
- Detroit-Warren-Ann Arbor, MI CSA includes Genesee, Lapeer, Lenawee, Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties in Michigan.
  - **Houston-The Woodlands, TX CSA** includes Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Trinity, Walker, Waller, Washington and Wharton Counties in Texas.
- Los Angeles-Long Beach, CA CSA includes Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties in California.
- Miami-Fort Lauderdale-Port St. Lucie, FL CSA includes Broward, Indian River, Martin, Miami-Dade, Okeechobee, Palm Beach and St. Lucie Counties in Florida.
- Minneapolis-St. Paul, MN-WI CSA includes Anoka, Benton, Carver, Chisago, Dakota, Goodhue, Hennepin, Isanti, Le Sueur, McLeod, Mille Lacs, Ramsey, Rice, Scott, Sherburne, Sibley, Stearns, Washington, and Wright Counties in Minnesota; and Pierce and St. Croix Counties in Wisconsin.
- New York-Newark, NY-NJ-CT-PA CSA includes Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Ulster, and Westchester Counties in New York; Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union and Warren Counties in New Jersey; Fairfield, Litchfield, and New Haven Counties in Connecticut; and Carbon, Lehigh, Monroe, Northampton, and Pike Counties in Pennsylvania.
- Philadelphia-Reading-Camden, PA-NJ-DE-MD CSA includes Berks, Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties in Pennsylvania; Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, and Salem Counties in New Jersey; Kent and New Castle Counties in Delaware; and Cecil County in Maryland.
- Phoenix-Mesa-Scottsdale, AZ Metropolitan Statistical Area (MSA) includes Maricopa and Pinal Counties in Arizona.

  San Jose-San Francisco-Oakland, CA CSA includes Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma Counties in California.
- Seattle-Tacoma, WA CSA includes Island, King, Kitsap, Lewis, Mason, Pierce, Skagit, Snohomish, and Thurston Counties in Washington.
- Washington-Baltimore-Arlington, DC-MD-VA-WV-PA CSA includes the District of Columbia; Baltimore City and Anne Arundel, Baltimore, Calvert, Carroll, Charles, Dorchester, Frederick, Harford, Howard, Montgomery, Prince George's, Queen Anne's, St.

Mary's, Talbot, and Washington Counties in Maryland; Franklin County in Pennsylvania; Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, Manassas Park, and Winchester Cities and Arlington, Clarke, Culpeper, Fairfax, Fauquier, Frederick, Loudoun, Prince William, Rappahannock, Spotsylvania, Stafford, and Warren Counties in Virginia; and Berkeley, Hampshire, and Jefferson Counties in West Virginia.

Definitions of the four geographic regions of the country are noted below.

Northeast: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont. South: Alabama, Arkansas, Delaware, the District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Midwest: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

West: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Employment Cost Index for total compensation and for wages and salaries, private industry workers, United States, South region, and the Dallas area, not seasonally adjusted

|                   | 2015 2.8 1.9 1.9 1.9 |             |              |          |              |  | alaries |      |  |  |
|-------------------|----------------------|-------------|--------------|----------|--------------|--|---------|------|--|--|
|                   | 12-month per         | cent change | s for period | ended-   | 12-month per | 12-month percent changes for period ended- |         |      |  |  |
| Area              | March                | June        | Sep.         | Dec.     | March        | June                                       | Sep.    | Dec. |  |  |
| United States     | •                    |             | :            |          |              | 4  |         |      |  |  |
| 2015              | 2.8                  | 1.9         | 1.9          | 1.9      | 2.8          | 2.2  | 2.1     | 2.1  |  |  |
| 2016              | 1.8                  | 2.4         | 2.3          | 2.2      | 2.0          | 2.6  | 2.4     | 2.3  |  |  |
| 2017              | 2.3                  | 2.4         | 2.5          | 2.6      | 2.6          | 2.4  | 2.6     | 2.8  |  |  |
| 2018              | 2.8                  | 2.9         | 2.9          | 3.0      | 2.9          | 2.9  | 3.1     | 3.1  |  |  |
| 2019              | 2.8                  | 2.6         | 2.7          | :        | 3.0          | 3.0  | 3.0     |      |  |  |
| South             |                      |             |              | ******** |              |  |         |      |  |  |
| 2015              | 2.2                  | 1.8         | 1.6          | 1.5      | 2.2          | 2.1  | 1.9     | 1.8  |  |  |
| 2016              | 1.5                  | 1.6         | 1.5          | 1.3      | 1.7          | 1.9  | 1.7     | 1.4  |  |  |
| 2017              | 1.6                  | 1.6         | 2.0          | 2.4      | 1.8          | 1.7  | 2.1     | 2.7  |  |  |
| 2018              | 2.6                  | 2.7         | 2.6          | 2.6      | 2.8          | 2.9  | 2.7     | 2.7  |  |  |
| 2019              | 2.2                  | 2.1         | 2.5          | į        | 2.4          | 2.4  | 2.8     |      |  |  |
| Dallas-Fort Worth | •                    |             |              |          |              |  |         |      |  |  |
| 2015              | 2.3                  | 1.0         | 2.0          | 1.7      | 2.3          | 2.1  | 3.3     | 2.9  |  |  |
| 2016              | 1.6                  | 1.7         | 1.9          | 1.4      | 2.5          | 1.8  | 2.3     | 1.5  |  |  |
| 2017              | 2.2                  | 2.4         | 1.4          | 2.4      | 2.8          | 3.1  | 1.9     | 3.2  |  |  |
| 2018              | 2.2                  | 2.1         | 2.8          | 2.3      | 2.2          | 1.8  | 2.5     | 2.0  |  |  |
| 2019              | 2.8                  | 2.2         | 2.3          | •        | 2.9          | 2.7  | 3.0     |      |  |  |

Table 2. Employment Cost Index for total compensation and for wages and salaries, private industry workers, United States, geographical regions, and localities, not seasonally adjusted

|                             | •                  | •                      |              | • - • - •                                  |           |           |  |  |  |
|-----------------------------|--------------------|------------------------|--------------|--|-----------|-----------|--|--|--|
|                             | Total compensation |                        |              | Wages and salaries                         |           |           |  |  |  |
|                             | 12-month pe        | rcent change<br>ended- | s for period | 12-month percent changes for period ended- |           |           |  |  |  |
| Area                        | Sep. 2018          | Jun. 2019              | Sep. 2019    | Sep. 2018                                  | Jun. 2019 | Sep. 2019 |  |  |  |
| United States               | 2.9                | 2.6                    | 2.7          | 3.1  | 3.0       | 3.0       |  |  |  |
| Northeast                   | 3.1                | 3.2                    | 3.0          | 2.9  | 3.7       | 3.3       |  |  |  |
| Boston-Worcester-Providence | 2.4                | 2.7                    | 2.7          | 2.0  | 3.0       | 2.9       |  |  |  |
| New York-Newark             | 3.1                | 3.9                    | 3.8          | 2.8  | 3.9       | 4.0       |  |  |  |
| Philadelphia-Reading-Camden | 2.5                | 1.4                    | 1.7          | 2.9  | 1.9       | 1.8       |  |  |  |
| South                       | 2.6                | 2.1                    | 2.5          | 2.7  | 2.4       | 2.8       |  |  |  |
|                             | 1.8                | 2.5                    | 3.3          | 2.1  | 3.0       | 3.9       |  |  |  |

|  | Tota        | al compensat           | ion          | Wages and salaries                         |           |           |  |  |
|--|-------------|------------------------|--------------|--|-----------|-----------|--|--|
|  | 12-month pe | rcent change<br>ended- | s for period | 12-month percent changes for period ended- |           |           |  |  |
| Area                                       | Sep. 2018   | Jun. 2019              | Sep. 2019    | Sep. 2018                                  | Jun. 2019 | Sep. 2019 |  |  |
| Atlanta-Athens-Clarke County-Sandy Springs |             |                        |              |  |           |           |  |  |
| Dallas-Fort Worth                          | 2.8         | 2.2                    | 2.3          | 2.5  | 2.7       | 3.0       |  |  |
| Houston-The Woodlands                      | 1.9         | 1.4                    | 1.7          | 2.0  | 1.5       | 1.6       |  |  |
| Miami-Fort Lauderdale-Port St. Lucie       | 2.7         | 1.6                    | 2.2          | 3.0  | 1.7       | 2.5       |  |  |
| Washington-Baltimore-Arlington             | 2.8         | 2.2                    | 2.4          | 3.0  | 2.1       | 2.4       |  |  |
| Midwest                                    | 2.8         | 2.7                    | 2.6          | 3.1  | 3.0       | 2.7       |  |  |
| Chicago-Naperville                         | 3.5         | 2.3                    | 2.3          | 3.5  | 2.4       | 2.3       |  |  |
| Detroit-Warren-Ann Arbor                   | 2.8         | 2.7                    | 2.8          | 3.2  | 2.8       | 3.0       |  |  |
| Minneapolis-St. Paul                       | 4.5         | 3.0                    | 3.1          | 4.7  | 2.8       | 2.8       |  |  |
| West                                       | 3.3         | 2.8                    | 2.8          | 3.7  | 3.2       | 3.1       |  |  |
| Los Angeles-Long Beach                     | 2.4         | 3.4                    | 3.7          | 3.0  | 4.3       | 4.2       |  |  |
| Phoenix-Mesa-Scottsdale                    | 3.0         | 3.4                    | 3.6          | 3.4  | 3.8       | 4.0       |  |  |
| San Jose-San Francisco-Oakland             | 4.0         | 2.6                    | 2.4          | 4.5  | 3.0       | 2.9       |  |  |
| Seattle-Tacoma                             | 0.7         | -0.4                   | 2.4          | 3.7  | 2.9       | 2.4       |  |  |

Last Modified Date: Friday, November 01, 2019

Contact Southwest

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## JESUS MORALES TRUCKING, LLC 1505 JUNEAU DR. GRAND PRAIRIE, TX 75050

November 1, 2019

This letter is to inform you that our prices by load are going to increase by 10 % starting in January 1 of 2020

Sincerely,

Jesus Morales



## PO Box 1016 \* Keller, Texas 76244

Office: (817) 337-6825 \* Fax: (817) 337-6825

Date:

01/20/2020

To:

McMAHON CONTRACTING

Re:

Gr. Prairie Annual

Job Location:

Various

Mapsco:

**Grand Prairie** 

Bid Date: 01/20/2020

**Estimator:** 

We are pleased to quote the above referenced project. Please call us if we can help you in any way! Thank you!

All Prices are based on Trailer Rates. If you need a price for Tandem, please contact our office.

### All Quotes are based on Trailer Loads

| Material      | Unit | Quantity | Unit Price |
|---------------|------|----------|------------|
| #1 Base       | TON  | 0        | \$21.25    |
| 3/8" #10 Chat | TON  | 0        | \$21.75    |
| 3/4" EMB      | TON  | 0        | \$22.25    |
| cs            | TON  | 0        | \$14.00    |
| REC BASE      | TON  | 0        | \$17.00    |
| cs            | CY   | 0        | \$17.00    |
| 8X12          | TON  | 0        | \$35.75    |

Please call me at 817-337-6830 if I can help you with this project. This bid is good for 30 days from Bid Date. Thank you,

IF AWARDED THIS JOB, PLEASE SIGN AND FAX BACK

Robert Bradley 817-454-1590

<sup>\*</sup> Prices do not include sales tax. Please provide a resale certificate or tax exempt certificate if applicable. If neither certificate is provided, sales tax will be added to taxable items.

<sup>\*\*</sup>Please Be Advised: Due to the possibility of future price changes from our suppliers, vendors, and/or the possibility of change of providers due to availability, delivered and/or haul off prices may be subject for review and may increase to match difference.







December 5, 2019

#### To Our Valued Lattimore Customers:

As the Dallas/Fort Worth construction market continues its growth, costs in labor, raw materials and transportation are on the rise. Here at Lattimore Materials, we are working daily to improve the safety and efficiency in our operations and of our customer service center to minimize the impact of these rising costs on our customers. However, these measures alone do not eliminate all of the costs we continue to incur from rail and trucking rate increases, wages for qualified personnel, and raw material cost increases in cement, aggregates, fly ash and admixtures.

These cost increases have made it necessary for us to notify our customers of a price increase.

Effective February 1, 2020, Lattimore Materials Corp. will implement a \$6.00/cy increase for ready mixed concrete to all customers in the DFW market area. Existing concrete contracts and purchase orders received prior to February 1, 2020 will be honored at the current prices. The current fee structure for fuel and environmental fees will remain the same. Pricing for sack adjustments will remain at \$6.00 and straight cement mixes will be set at \$3.00/cy over fly ash pricing.

As customer service is and will remain a priority, we are asking our customer base to assist us as we strive for daily improvements in this area by ensuring orders placed are correct in terms of yardage ordered, truck spacing, and start times. Additionally, we ask any orders that you become aware will not be fulfilled be cancelled in a very timely manner, ideally two to three days prior. As we are all aware, ghost and unused orders make scheduling and service difficult to maintain.

We would like to take the opportunity to remind you of our digital solutions:

- **DirectA**, a customer portal to create and manage their accounts, view and/or print customer account information, including account aging, invoices, payments and BOL/tickets; and
- **ConcreteDirect,** a smartphone app that helps you track trucks in real time, place, amend, and confirm orders, view a digital record of order, chat with dispatch, view electronic tickets, etc. Your Sales Representative will be happy to provide you with additional information on how these new solutions can enhance your business.

Lattimore Materials truly values your business and is committed to remaining your supplier of choice in the ready mix Industry. Our sales team members are available and ready to meet with you to address any needs or specific concerns you may have. We thank you for your continued support and business.

Sincerely,

Drew Brown Bill Hickle Ron Simons

Commercial Sales Manager Residential Sales Manager Hwy/Civil Sales Manager



331 N Main St Euless, TX 76039 817-835-4100

RediMix-Concrete.com

January 15, 2020

#### Valued Customers:

Due to numerous economic factors, effective April 1, 2020, there will be an \$9.00 per cubic yard increase for ready mix concrete. Other peripheral charges will change as well so it is encouraged that you have discussions with our sales department for clarification. Projects under contract will not be affected by this forthcoming increase and the ample notice will allow for adjusted bidding for future work. The existing energy and environmental fee structure (per load) will not change but will be listed as single line item on your invoice (EEF – Energy & Environmental Fee) instead of individually. This will begin sometime in the 1st quarter.

The supply of Fly Ash continues to be intermittent and beyond our control. This will require at times to utilize an alternative design resulting in a variation in pricing. Our sales or customer service department will be in contact with you when and if this is necessary.

Returned concrete is a growing environmental concern and an escalating expense. The intent when we take an order, load and deliver is to discharge all the product at the delivery location. Each time we have concrete returned from a project we experience an increase in our operating costs, a loss of productivity and an increased potential for service issues. Due to these excessive costs, we are in the process of constructing a Returned Concrete Fee (RCF) scheduled for implementation in 2020. We will be forthright with timely information on this and request that you assist us by utilizing all the concrete ordered and delivered to your jobsite, so this fee is not necessary.

We appreciate your continued patronage and efforts in scheduling concrete deliveries with as much notice and information as possible. Our mission remains resolute: continue to be innovative in all areas of operation while setting the standard for delivering the highest quality products, unmatchable performance, and ultimately provide value to our customers that exceeds expectation.

Thank you for your continued business,

Jeff Roberts

Region VP/GM

Victor Villarea

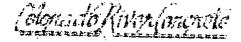
**VP-Sales** 

|          |   | LUCKIDOR         | NAME                 | I v. a.    |                                 |                                      |               | V  |   |            |                          | _                     |                    |
|----------|---|------------------|----------------------|------------|---------------------------------|--------------------------------------|---------------|--|---|------------|--------------------------|-----------------------|--------------------|
| 1        | Concrete Pavement Replacement   | VENDOR           |                      | -          | Grading & Paving<br>entin Perez | -                                    |               | -  |   | -          |                          | ]                     |                    |
| 1        | Price Redeterminations  | EMA              |                      |            | iding@vahoo.com                 | +                                    |               | -  |   | -          |                          | -                     |                    |
| 1        | RFB #16040  | PHO              |                      |            | -398-8557                       |                                      |               | <del>                                     </del> | *************************************** | +          |                          | -                     |                    |
| Item     | Line Item Description   | CITY, S          | RESIDERATE PROPERTY. |            | allas, TX                       | THE RESIDENCE OF THE PERSON NAMED IN | rice Increase | 2019 P   | rice Increase                           | 2020 P     | rice Increase            | 1                     |                    |
|          |   | Est.<br>Quantity | UOM                  | Unit Price | Est Cost                        | Unit Price                           | Est Cost      | Unit Price                                       | Est Cost                                | Unit Price | Est Cost                 | \$ Inc Over<br>2019   | % Inc Over<br>2019 |
| 1        | Remove 6" to 10" thick reinforced concrete 0-50 s.y.  | 660              | SY                   | 20.00      | 13,200.00                       |                                      | 13,200.00     | 22.00  | 14,520.00                               | 23.76      | 15,681.60                | 1                     |                    |
| 2        | Remove 6" to 10" thick reinforced concrete 51-500 s.y.  | 1200             | SY                   | 15.00      | 18,000.00                       |                                      | 18,000.00     | 16.50  | 19,800,00                               | 17,82      | 21,384.00                | 1,161.60<br>1.584.00  | 93%                |
| 3        | Remove 6" to 10" thick reinforced concrete 501-1,000 s.y.   | 1600             | SY                   | 15.00      | 24,000.00                       |                                      | 24,000.00     | 16.50  | 26,400.00                               | 17,82      | 28,512.00                | 1                     | 93%                |
| 4        | Remove 6" to 10" thick reinforced concrete 1,001+ s.y.  | 32000            | SY                   | 15.00      | 480,000.00                      |                                      | 480,000.00    | 16.50  | 528,000.00                              | 17.82      | 570,240,00               | 2,112.00              |                    |
| 5        | Remove 4" to 5" concrete sidewalk 0-250 s.y.  | 800              | SY                   | 15.00      | 12,000.00                       |                                      | 12,000.00     | 16.50  | 13,200,00                               | 17.82      | 14,256.00                | 42,240.00             | 93%                |
| 6        | Remove 4" to 5" concrete sidewalk 251-800 s.y.  | 800              | SY                   | 15.00      | 12,000.00                       |                                      | 12,000.00     | 16,50  | 13,200,00                               | 17.82      | 14,256.00                | 1,056.00              |                    |
| 7        | Remove 4" to 5" concrete sidewalk 801-1,200 s.y.  | 1200             | SY                   | 15.00      | 18,000.00                       |                                      | 18,000.00     | 16,50  | 19,800.00                               | 17.82      | 21,384.00                | 1,056.00              | 93%                |
| 8        | Remove 4" to 5" concrete sidewalk 1,201+ s.y.   | 4000             | SY                   | 15.00      | 60,000,00                       |                                      | 60,000.00     | 16.50  | 66,000,00                               | 17.82      | 71,280,00                | 1,584.00<br>5,280.00  | 93%                |
| 9        | 4" concrete sidewalk 6,5 sack (4500 p.s.i.) 2" sand 0-250 s.y   | 1100             | SY                   | 44.00      | 48,400.00                       | 48.40                                | 53,240.00     | 53.24  | 58,564,00                               | 57.50      | 63,249.12                | 4,685.12              | 93%                |
| 10       | 4" concrete sidewalk 6.5 sack (4500 p.s.i.) 2" sand 251-800 s.y.  | 1100             | SY                   | 42.00      | 46,200.00                       | 46.20                                | 50,820.00     | 50.82  | 55,902.00                               | 54.89      | 60,374,16                | 4,083.12              | 93%<br>93%         |
| 11       | 4" concrete sidewalk 6.5 sack (4500 p.s.i.) 2" sand 801-1,200 s.y.  | 1600             | SY                   | 42.00      | 67,200,00                       | 46.20                                | 73,920.00     | 50.82  | 81,312.00                               | 54.89      | 87,816.96                |                       |                    |
| 12       | 4" concrete sidewalk 6.5 sack (4500 p.s.i.) 2" sand 1,201+ s.y.   | 6000             | SY                   | 42.00      | 252,000.00                      | 46.20                                | 277,200.00    | 50.82  | 304,920.00                              | 54.89      | 329,313.60               | 6,504.96<br>24,393.60 | 93%                |
| 13       | 8" concrete for pavement 6.5 sack (4500 p.s.i.) 0-500 s.y.  | 800              | SY                   | 46.00      | 36,800.00                       | 50.60                                | 40,480.00     | 55.66  | 44,528.00                               | 60.11      | 48,090.24                | 3,562.24              | 93%<br>93%         |
| 14       | 8" concrete for pavement 6.5 sack (4500 p.s.i.) 501-1,000 s.y.  | 1600             | SY                   | 44.00      | 70,400.00                       | 48.40                                | 77,440.00     | 53.24  | 85,184.00                               | 57.50      | 91,998.72                | 6,814.72              | 93%                |
| 15       | 8" concrete for pavement 6.5 sack (4500 p.s.i.) 1,001+ s.y.   | 32000            | SY                   | 44.00      | 1,408,000.00                    | 48.40                                | 1,548,800.00  | 53.33  | 1,706,560,00                            | 57.60      | 1.843,084.80             | 136,524.80            | 93%                |
| 17       | 10" concrete for pavement 6.5 sack (4500 p.s.i.) 0-500 s.y.   | 600              | SY                   | 48.00      | 28,800.00                       | 52.80                                | 31,680.00     | 58.08  | 34,848,00                               | 62.73      | 37,635.84                | 2,787.84              | 93%                |
| 18       | 10" concrete for pavement 6.5 sack (4500 p.s.i.) 501-1,000 s.y.   | 1600             | SY                   | 46.00      | 73,600.00                       | 50.60                                | 80,960,00     | 55.66  | 89,056.00                               | 60.11      | 96,180.48                | 7,124.48              | 93%                |
| 19       | 10" concrete for pavement 6.5 sack (4500 p.s.i.) 1,001 + s.y.   | 4000             | SY                   | 44.00      | 176,000.00                      | 48.40                                | 193,600,00    | 53.24  | 212,960.00                              | 57.50      | 229,996.80               | 17,036,80             | 93%                |
| 20       | Quick Set type Concrete (owner approved mix design) (4500 p.s.i.) 24hrs 0-200 s.y.  | 500              | CY                   | 55.00      | 27,500.00                       | 60.50                                | 30,250.00     | 66.55  | 33,275.00                               | 71.87      | 35,937.00                | 2,662.00              | 93%                |
| 21       | Quick Set type Concrete (owner approved mix design) (4500 p.s.i.) 24hrs 201-800 s.y.  | 800              | CY                   | 50.00      | 40,000.00                       | 55.00                                | 44,000.00     | 60.50  | 48,400.00                               | 65,34      | 52,272.00                | 3,872.00              | 93%                |
| 22       | Quick Set type Concrete (owner approved mix design) (4500 p.s.i.) 24hrs 801 + s.y.  | 1200             | CY                   | 50.00      | 60,000.00                       | 55.00                                | 66,000.00     | 60.50  | 72,600.00                               | 65.34      | 78,408.00                | 5,808.00              | 93%                |
| 23       | 8" Alley Pavement as per Standard Detail Sheet 6.5 sack (4500 p.s.i.) concrete 0-500 s.y.   | 700              | SY                   | 46.00      | 32,200.00                       | 50,60                                | 35,420.00     | 55.66  | 38,962.00                               | 60.11      | 42,078.96                | 3,116.96              | 93%                |
| 24       | 8" Alley Pavement as per Standard Detail Sheet 6.5 sack (4500 p.s.i.) concrete 501-1,000 s.y.   | 1600             | SY                   | 44.00      | 70,400.00                       | 48.40                                | 77,440.00     | 53.24  | 85,184.00                               | 57,50      | 91,998.72                | 6,814.72              | 93%                |
| 25       | 8" Alley Pavement as per Standard Detail Sheet 6.5 sack (4500 p.s.i.) concrete 1,001 + s.y  | 6000             | SY                   | 44.00      | 264,000.00                      | 48.40                                | 290,400.00    | 53.24  | 319,440.00                              | 57.50      | 344,995.20               | 25,555.20             | 93%                |
|          | Type "D" HMAC compacted in-place for temp, and permanent tie-ins of concrete pavement to asphalt to be paid<br>by tickets   | 1200             | TN                   | 130.00     | 156,000.00                      |                                      | 156,000.00    | 143.00   | 171,600.00                              | 154.44     | 185,328.00               | 20,000.20             | 3374               |
| 26       | Cold mix asphalt mix complete in-place for tie-in of pavements  | 1000             | TN                   | 140.00     | 140,000.00                      |                                      | 140,000.00    | 154.00   | 154,000.00                              | 166.32     |                          | 13,728.00             | 93%                |
| 27       | Barrier free ramps at intersections to include all removal ans sawing with out 24" blockout 6.5 sack (4500 p.s.i.) concrete per the City's Standard Detail Sheets               | 160              | EA                   | 1,300.00   | 208,000.00                      | 1,430.00                             | 228,800.00    | 1,573.00   | 251,680.00                              | 1,698.84   | 166,320.00<br>271,814.40 | 12,320.00             | 93%                |
| 28       | Double connect barrier free ramps at intersections to include all removal an sawing with out 24" blockout 6.5 sack (4500 p.s.i.) concrete per the City's Standard Detail Sheets | 160              | EA                   | 1,300.00   | 208,000.00                      | 1,430.00                             | 228,800.00    | 1,573.00   | 251,680.00                              | 1,698.84   | 271,814.40               | 20,134.40             | 93%                |
| 29       | Replace water meter box and lid as per City Standard Detail Sheets. City will supply the boxes and lids.  | 250              | EA                   | 100.00     | 25,000.00                       |                                      | 26 000 00     |  |   |            |                          | 20,134.40             | 93%                |
|          |   |                  |                      |            | 25,000.00                       |                                      | 25,000.00     |  | 25,000.00                               | 108.00     | 27,000.00                | 2,000.00              | 93%                |
|          | Install water meter riser as per City Standard Detail Sheets, City will provide the water risers.   | 250              | EA                   | 100.00     | 25,000.00                       |                                      | 25,000.00     |  | 25,000.00                               | 108.00     | 27,000.00                |                       |                    |
| _        | 6" Integral Curb  | 15000            | LF                   | 6.00       | 90,000.00                       |                                      | 90,000.00     | 6,60   | 99,000.00                               | 7.13       | 106,920.00               | 2,000.00              | 93%                |
| -        | 8" Integral Curb  | 2200             | LF                   | 6.00       | 13,200.00                       |                                      | 13,200.00     | 6,60   | 14,520.00                               | 7.13       | 15,681.60                | 7,920.00              | 93%                |
| 33       | 6" concrete drive approach up to connecting sidewalk or R.O.W. 6.5 sack (4500 p.s.i.)   | 3000             | SY                   | 45.00      | 135,000.00                      | 49.50                                | 148,500.00    | 54.45  | 163,350.00                              | 58.81      | 176,418.00               | 1,161.60              | 93%                |
| 34       | 30" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 0-100 l.f.  | 500              | LF                   | 26.00      | 13,000.00                       | 28.60                                | 14,300.00     | 31.46  | 15,730.00                               | 33,98      | 16,988.40                | 13,068.00             | 93%                |
| 35       | 10" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 101 + 1,f.  | 10000            | LF                   | 26.00      | 260,000.00                      | 28.60                                | 286,000,00    | 31.46  | 314,600.00                              | 33.98      | 339,768.00               | 1,258.40              | 93%                |
| 36       | 24" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 0-100 l.f.  | 500              | LF                   | 24.00      | 12,000.00                       | 26,40                                | 13,200.00     | 29.04  | 14,520.00                               | 31.36      | 15,681,60                | 25,168.00             | 93%                |
| 37       | 24" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 101 + 1.f.  | 10000            | LF                   | 24.00      | 240,000.00                      | 26.40                                | 264,000.00    | 29.04  | 290,400.00                              | 31.36      | 313,632.00               | 1,161.60<br>23,232.00 | 93%                |
| 38       | 8" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 0-100 l.f.   | 100              | LF                   | 22.00      | 2,200.00                        | 24.20                                | 2,420.00      | 26,62  | 2,662.00                                | 28.75      | 2,874.96                 | 23,232.00             | 93%                |
| 39<br>40 | 8" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 101-300 l.f.   | 200              | LF                   | 22.00      | 4,400,00                        | 26,20                                | 5,240.00      | 28.82  | 5,764.00                                | 31.13      | 6,225.12                 | 461.12                | 93%<br>93%         |
| 41       | 8" curb and gutter to include 6" curb 6.5 sack (4500 p.s.i.) 301 + l.f.   | 10000            | LF                   | 22.00      | 220,000.00                      | 26.20                                | 262,000.00    | 28.82  | 288,200.00                              | 31,13      | 311,256.00               | 23,056.00             | 93%                |
| 41       | Mow strip 12" x 12" #3 Rebar Ladder Shape @ 24" spacing 6.5 sack (4500 p.s.i.)  | 400              | LF                   | 18.00      | 7,200.00                        | 19.80                                | 7,920.00      | 21.78  | 8,712.00                                | 23.52      | 9,408.96                 | 696.96                | 93%                |
| 43       | "High Reinforced Concrete Berm as per Specifications, 8" inches wide  | 500              | LF                   | 28.00      | 14,000.00                       | 20.80                                | 10,400.00     | 22,88  | 11,440.00                               | 24.71      | 12,355.20                | 915.20                | 93%                |
| 44       | "High Reinforced Concrete Berm as per Specifications, 16" inches wide   | 200              | LF                   | 28.00      | 5,600.00                        | 30,80                                | 6,160.00      | 33.88  | 6,776.00                                | 36.59      | 7,318.08                 | 542.08                | 93%                |
| 45       | "High Reinforced Concrete Berm as per Specifications, 8" inches wide  |                  | LF                   | 28.00      | 14,000.00                       | 30.80                                | 15,400.00     | 33.88  | 16,940.00                               | 36.59      | 18,295.20                | 1,355.20              | 93%                |
| 46 3     | "High Reinforced Concrete Berm as per Specifications, 16" inches wide   | 200              | LF                   | 28.00      | 5,600.00                        | 30.80                                | 6,160.00      | 33.88  | 6,776.00                                | 36.59      | 7,318.08                 | 542.08                | 93%                |
| 47       | DHPT (grade 2), Type A Flex Base - provided, placed and compacted by contractor  "-6" depth stamped patterned median (3000 p.s.i.) pavement. 0-50+ s.y.                         | _                | Ton                  | 36.00      | 720,000.00                      | 39.60                                | 792,000.00    | 43.56  | 871,200.00                              | 47.04      | 940,896.00               | 69,696.00             | 93%                |
| 48       | etaining wall (0-3') with 6' integral sidewalk 6.5 sack (4500 p.s.i.) 0-50+ l.f.  | -                | SY                   | 100.00     | 150,000.00                      | 110.00                               | 165,000.00    | 121.00   | 181,500.00                              | 130.68     | 196,020.00               | 14,520.00             | 93%                |
| 49       | etaining wail (0-3') with 4' integral sidewalk 6.5 sack (4500 p.s.l.) 0-50+1.f.   |                  | LF                   | 58.00      | 290,000.00                      | 63,80                                | 319,000.00    | 70.18  | 350,900.00                              | 75.79      | 378,972.00               | 28,072.00             | 93%                |
|          | 7 7 7 mm 4 milegian sidemank 0.2 sack (4500 p.s.t.) 0-304 L.L.  | 5000             | LF                   | 55.00      | 275,000.00                      | 60.50                                | 302,500.00    | 66.55  | 332,750.00                              | 71.87      | 359,370.00               | 26,620.00             | 93%                |

|      |  | VENDOR N          | IAME  | New Star Gr | rading & Paving     | A STATE OF THE PARTY OF                          | NAME AND POST OF THE OWNER, WHEN |            |              | 1          | ENGLISHED STATES |             |                    |
|------|--|-------------------|-------|-------------|---------------------|--|----------------------------------|------------|--------------|------------|------------------|-------------|--------------------|
| 1    | Concrete Pavement Replacement  | CONTA             |       |             | tin Perez           |  |                                  |            |              |            |                  |             |                    |
| 1    | Price Redeterminations   | EMAI              |       |             | Ing@yahoo.com       |  |                                  |            |              |            |                  |             |                    |
| 1    | RFB #16040   | PHON<br>CITY, ST  |       |             | 198-8557<br>las, TX | 2018 Pr  | ice Increase                     | 2019 Pr    | ice Increase | 2020 Pri   | ice Increase     |             |                    |
| Item | Line Item Description  | Est.              | UOM   | Unit Price  | Est Cost            | Unit Price                                       | Est Cost                         | Unit Price | Est Cost     | Unit Price | Est Cost         | \$ Inc Over | % Inc Over<br>2019 |
| 50   | Remove HMAC  | Quantity<br>10000 | SY    | 18.00       | 180,000.00          |  | 180,000,00                       | 19.80      | 198,000.00   | 21.38      | 213,840.00       | 15,840.00   | 93%                |
| 51   | Saw cut full depth concrete  | 30000             | LF    | 3.00        | 90,000.00           |  | 90,000.00                        | 3,30       | 99,000.00    | 3.56       | 106,920.00       | 7,920.00    | 93%                |
| 52   | Saw cut full depth concrete  Saw cut full depth concrete sidewalk  | 2000              | LF    | 3.00        | 6,000.00            |  | 6,000.00                         | 3.30       | 6,600.00     | 3.56       | 7,128,00         | 528.00      | 93%                |
| _    |  |                   | LF    | 2.00        | 30,000.00           |  | 30,000.00                        | 2,20       | 33,000.00    | 2.38       | 35,640.00        | 2,640.00    | 93%                |
| 53   | Saw cut asphalt full depth  Rout and Seal Random Cracks to include cleaning, complete in-place on both asphalt and concrete Type to be   | 15000<br>10000    | LF    | 0.50        | 5,000.00            |  | 5,000.00                         | 2.20       | 5,000.00     | 2.36       | 0.00             | 2,640.00    | 9370               |
| 54   | submitted for review and approval. (hot or cold pour meeting TXDOT spec.)  | 10000             | Lr    | 0.50        | 5,000.00            |  | -                                |            |              |            |                  | -5,000.00   | #DIV/0!            |
| 55   | Sodding on all sides of construction, disturbed areas - Tiff 419 Bermuda, water to establish growth  | 10000             | SY    | 5.50        | 55,000.00           |  | 55,000.00                        | 6.50       | 65,000.00    | 7.00       | 70,000.00        | 5,000.00    | 93%                |
| 56   | Sodding on all sides of construction, disturbed areas - Raleigh St. Augustine, water to establish growth   | 10000             | SY    | 6.00        | 60,000.00           |  | 60,000.00                        | 7.00       | 70,000.00    | 7.50       | 75,000.00        | 5,000.00    | 93%                |
| 57   | Unclassified Excavation 0-100 c.y.   | 1000              | CY    | 20.00       | 20,000.00           |  | 20,000.00                        |            | 0.00         | 22,00      | 22,000.00        | 22,000.00   | 0%                 |
| 58   | Unclassified Excavation 101-300 c.y.   | 600               | CY    | 16.00       | 9,600.00            |  | 9,600.00                         |            | 0.00         | 17.60      | 10,560.00        | 10,560.00   | 0%                 |
| 59   | Unclassified Excavation 301+ c.y.  | 20,000            | - CY  | 16.00       | 320,000.00          |  | 320,000.00                       |            | 0.00         | 17.60      | 352,000.00       | 352,000.00  | 0%                 |
| 60   | Excavation/Removal of curb and gutter only 0-100 l.f.  | 200               | LF    | 3.50        | 700,00              |  | 700.00                           | 3.85       | 770.00       | 4.16       | 831.60           | 61.60       | 93%                |
| 61   | Exeavation/Removal of curb and gutter only 100-500 Lf  | 200               | LF    | 3.50        | 700.00              |  | 700.00                           | 3.85       | 770.00       | 4.16       | 831.60           | 61.60       | 93%                |
| 62   | Excavation/Removal of curb and gutter only 501+ l.f.   | 15000             | LF    | 3.50        | 52,500.00           |  | 52,500.00                        | 3.85       | 57,750.00    | 4.16       | 62,370.00        | 4,620.00    | 93%                |
| 63   | Traffic Control on Major Thoroughfares,- (to be determined by owner) -This unit pay item will be used to offset cost for additional barricading when working on major thoroughfares. It will be one per work order project   | 20                | EA    | 2,000.00    | 40,000.00           |  | 40,000.00                        |            | 40,000.00    |            | 0.00             | -40,000.00  | #DIV/0!            |
| 64   | Silt Fence - furnish and install complete in place   | 500               | LF    | 5.00        | 2,500.00            |  | 2,500.00                         |            | 2,500.00     |            | 0.00             | -2,500.00   | #DIV/0!            |
| 65   | Inlet Protection, furnish and install complete in place as per detail sheets   | 20                | EA    | 100.00      | 2,000.00            |  | 2,000.00                         |            | 2,000.00     |            | 0.00             | -2,000.00   | #DIV/0!            |
| 66   | Construction (Stone) Entrance, complete in place, as per details and specifications  | 10                | EA    | 900,00      | 9,000.00            |  | 9,000.00                         |            | 9,000.00     |            | 0.00             | -9,000.00   | #DIV/0!            |
| -    |  | 1000              | CY    | 30.00       | 30,000.00           |  | 30,000.00                        |            | 30,000.00    |            | 0.00             | 1           |                    |
| 67   | Unclassified Channel/Swale Grading and Compaction (95% Standard Proctor Density at Optimum Moisture),<br>clearing and grubbing, work fully performed, paid for by the calculated cubic yard of earth moved compared to<br>existing contours vs. final contours. Earth hauled offsite will be a separate pay item (See Unclassified Excavation).  |                   |       |             |                     |  |                                  |            |              |            |                  | -30.000.00  | #DIV/01            |
| -    | Select Fill Material for Channel/Swale Grading and Compaction pay for Material and Hauling to Site, placing the  | 1000              | CY    | 30.00       | 30,000.00           | <del>                                     </del> | 30,000.00                        |            | 30,000.00    |            | 0.00             |             |                    |
| 68   | material shall be billed under Unclassified Channel/Swale Grading and Compaction Bid Item. Paid by number of   |                   | -     |             |                     |  |                                  |            |              |            |                  | 20 000 00   | #PH1/01            |
| _    | trucks.  | 1000              | - 01/ | 35.00       | 35,000,00           |  | 35,000.00                        | 45.00      | 45,000.00    | 48.60      | 48,600.00        | -30,000.00  | #DIV/0!            |
| 69   | Topsoil for Finished Grading, furnish and place including fine grading to drain. Paid by number of trucks.   | 1000              | CY    | 35.00       | 35,000.00           |  | 35,000.00                        | 45.00      | 45,000.00    | 48.00      | 40,000.00        | 3,600.00    | 93%                |
| 70   | Cleaning Culverts (18"-12"- 33" Pipe or 2.5" Height Box) remove debris, earth and other objectionable material from pipe and box culverts, and hauling material off site. Paid by number of truck loads.   | 1000              | CY    | 30.00       | 30,000.00           |  | 30,000.00                        |            | 30,000.00    |            | 0.00             | -30,000.00  | #DIV/0!            |
| 71   | Cleaning Culverts (36"+ Pipe or 2.5'+ Height Box) remove debris, earth and other objectionable material from pipe and box culverts, and hauling material off site. Paid by number of truck loads.  | 1000              | CY    | 30.00       | 30,000.00           |  | 30,000.00                        |            | 30,000.00    |            | 0.00             | -30,000.00  | #DIV/01            |
| 72   | Additional Clearing and Grubbing Along Channels, Headwalls, and Inlets, as called for on the plans and hauling the material off site. Paid by number of truck loads.   | 1000              | CY    | 50.00       | 50,000.00           |  | 50,000.00                        |            | 50,000.00    |            | 0.00             | -50,000.00  | #DIV/0!            |
| 73   | Structural Reinforced Concrete, flumes, retaining walls, Wing walls and Headwalls to TxDot Standards, and other miscellaneous structural items, including formwork, cutting joints, testing, saw cutting existing pavement, pavement repair along interface of structure and saw cut line, doweling into existing concrete, excavation, backfill and other miscellaneous items of work, complete in place. Paid by volume of concrete. | 1500              | CY    | 500.00      | 750,000.00          | 550,00   | 825,000.00                       | 605.00     | 907,500.00   | 653,40     | 980,100.00       | 72,600.00   | 93%                |
| 74   | Non & Reinforced Concrete (2,000 p.s.i.) thrust blocking, pipe collars, pipe plugs, encasement for utility mains, including formwork, cutting joints, testing, excavation, backfill and other miscellaneous items of work, complete in place.  | 500               | CY    | 200.00      | 100,000.00          |  | 100,000.00                       | 220.00     | 110,000.00   | 237,60     | 118,800.00       | 8,800.00    | 93%                |
| 75   | 12° Grouted Rock Riprap over Filter Fabric, furnish and install complete in place, 40% of rock exposed, excavation, as per details work fully performed. Paid by tickets.  | 500               | CY    | 220.00      | 110,000.00          |  | 110,000.00                       | 242.00     | 121,000.00   | 261.36     | 130,680.00       | 9,680.00    | 93%                |
| 76   | 24* Grouted Riprap over Filter Fabric, furnish and install complete in place, 40% of rock exposed, excavation, as<br>per details work fully performed. Paid by tickets.  | 1000              | CY    | 300.00      | 300,000.00          |  | 300,000.00                       | 330.00     | 330,000.00   | 356.40     | 356,400.00       | 26,400.00   | 93%                |
| 77   | Sheeting Shoring and Bracing, Site Specific Trench Safety Plan submitted to owner, OSHA Standards that are in<br>effect at the time of bid opening, payment per each general site location. Bid Price for Implementation of Plan shall<br>be by separate bid item.   | 10                | EA    | 80.00       | 800,00              |  | 800.00                           |            | 800.00       |            | 0.00             | -800.00     | #DIV/0!            |
| 78   | Implement Trench Safety Plan 0-6.1 foot depth to flowline of pipe, furnish and install complete in place, paid by linear foot.   | 200               | LF    | 2.50        | 500,00              |  | 500.00                           |            | 500.00       |            | 0.00             | -500.00     | #DIV/0!            |
| 79   | Implement Trench Safety Plan 6.1-10 foot depth to flowline of pipe, furnish and install complete in place, paid by linear foot.  | 200               | LF    | 3.50        | 700.00              | 3.50   | 700.00                           |            | 700.00       |            | 0.00             | -700.00     | #DIV/0!            |
| 80   | Implement Trench Safety Plan 10.1-15 foot depth to flowline of pipe, furnish and install complete in place, paid by linear foot.   | 200               | LF    | 5.50        | 1,100.00            |  | 1,100.00                         |            | 1,100.00     |            | 0,00             | -1,100.00   | #DIV/0!            |
| 81   | Additional Compacted Native Backfill for Pipe and Box Culverts, use existing material, excavation, backfill, to be<br>paid only for facilities with over 6 feet of cover. First 6 feet of cover over flowline of pipe is subsidiary to the pipe<br>or box pay item. Paid by tickets.   | 500               | CY    | 16.00       | 8,000.00            |  | 8,000.00                         |            | 8,000.00     |            | 0.00             | -8,000.00   | #DIV/0!            |

|                       |              |            | -           |            |               |            | gnived & gniber    |            | NAME  | NENDOK           |  |            |
|-----------------------|--------------|------------|-------------|------------|---------------|------------|--------------------|------------|-------|------------------|--|------------|
|                       |              |            |             |            |               |            | nin Peres          | Valer      | /CL   | CONT.            | Concrete Pavement Replacement Price Redeterminations   |            |
|                       | ice Increase | 3030 84    | season soir | 3010 b     | rice Increase | Z018 P     | 728-898<br>XT, enl | 514-       | 1E    | PHO?             | FFB #16040   |            |
| S Inc Over % Inc Over | Est Cost     | Unit Price | Est Cost    | Unit Price | Est Cost      | Unit Price | Est Cost           | Unit Price |       | Est,<br>Quantity | H Line Item Description  | Item       |
| 6102 6102             | 00.0         |            | 00'000'SL   |            | 00.000,2T     |            | 00.000,27          | 00.021     | در    | 00\$             | Additional Modified flowable backfill – per tickets turned in daily, to be paid only if called for by the inspector Paid by ticket.  | 28         |
| 10/VIG# 00.000,27-    | 00.0         |            | 00.000,8    |            | 00.000,8      |            | 00.000,8           | 00'91      | CA    | 005              | Total of the historical, raid of texes.  | ER         |
| 10/VIG# 00.000,8-     | 00.0         |            | 00.000,81   |            | 13,000.00     |            | 00.000,£1          | 76.00      | CA    | 005              | Additional Well Graded Crusted Slone (1" to 3") Backfill for embedment, to be paid only if specifically called for by inspector. Paid by ticket.   | 84         |
| 10/VIG# 00.000,£1-    | 00.0         |            | 00.002,8    |            | 00.002,8      |            | 00.002,2           | 00.11      | GA    | 00\$             | Additional Sand Backfill for Pipe or Box Culverts, to be paid only if specifically called for by the inspector. Paid by its beket  | \$8        |
| 10/AIG# 00:005'5-     | 00.0         |            | 32,500.00   |            | 32,500.00     |            | 00.002,55          | 00.89      | GK    | 005              | Additional Cement Treated Sand Backfill for Box Culverts, ns per details work fully performed, to be paid only if<br>specifically called for by the inspecion. Paid by incket.   | 98         |
| -32,500.00 #DIV/0!    | 00.0         |            | 00.000,201  |            | 00.000,201    |            | 00.000,201         | 00.012     | CY    | 005              | Reinforced Concrete Box Culvert, including formwork, cutting joints, testing, embedment, excavation, backfill and other miscellaneous items of work, per TxDot Standards, complete in place. Paid by volume of concrete calculated   | 78         |
| i0/AIQ# 00'000'\$01-  | 00.0         |            | 00.000,21   |            | 00.000,21     |            | 00.000,21          | 240.00     | re    | 0\$              | trom Plans. Confuscion may use precast boxes.  48" CLI III RCP storm drain pipe, open cut furnish and install complete in place including embedment, excavation,   | 88         |
| 10/VIG# 00.000,21-    | 00.0         |            | 00.000,81   |            | 18,000.00     |            | 00.000,81          | 240.00     | FE.   | SL               | backfill for pipe with more than 6' of cover, 0 - 25 linear feet.  18" CL III RCP storm drain pipe, open cut, furnish and install complete in place including embedment, backfill, ejar-   | 68         |
| 10\VICI# 00.000,81-   | 00.0         |            | 00.002.7    |            | 00.002,7      |            | 00.002,7           | UU USL     | va    | UI               | pipe with more than 6' of cover, 26 linear feet.   | 06         |
| 10/AIG# 00:005°L-     | 00.0         | 1          | 00.002,1    |            | 00.027,21     |            | 00.027,21          | 00.027     | EA LF | 92<br>01         | 36" CL III RCP storm drain pipe, open cut famish and install complete in place including embedment, excavation.  |            |
| -12,750.00 #DIV/0!    | 00.0         |            | 17,000,00   |            | 00,000,71     |            | 00.000,71          | 00.071     | 3T    | 100              | backfill, clay cut-off walls, modified flowable fill, 0-6 feat of cover from flowline of pipe, use additional compacted backfill for pipe with more than 6' of cover, 0 – 25 linear feet.  36' CL III RCP atorm drain pipe, open cut, furnish and install complete in place including embedanent, backfill, clay   | 16         |
| 10\VKI# 00.000,71-    | 90.0         |            |             |            |               |            |                    |            |       |                  | pipe with more than 6. of cover, 26+ linear feet   | 76         |
| 10/VIG# 00.000,Y-     | 00.0         |            | 00.009,T    |            | 00.000,7      |            | 00.000,7           | 00.097     | VH    | 00€              | 30° CL III RCP storm drain pipe, corneccion, furnish and install complete in place, including embedment, excavation,   | 66         |
| 10/VIG# 00.000,84-    | 00.0         |            | 48,000.00   |            | 48,000.00     |            | 00.000,84          | 00.031     |       |                  | packfull, city cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted backfull for pipe with more than 6' of cover, 0 – 25 linear feet.  | <b>†</b> 6 |
| 10/VIQ# 00.000,84-    | 00.0         |            | 48,000.00   |            | 48,000.00     |            | 00.000,81          | 00.091     | an .  | 90€              | pipe with more than 6' of cover, 26+ linear feet.  | \$6        |
| 10/A1d# 00:005*9-     | 00.0         |            | 00.002,8    |            | 00.002,8      |            | 00,002,8           | 00.089     | Each  | 01               |  | 96         |
| 10/VIU% 00.000.24-    | 00.0         |            | 45,000.00   |            | 4\$,000.00    |            | 00.000,24          | 00.021     | 47    | 000€             | 24" CL III RCP storm drain pipe, open cut furnish and install complete in place including embedment, excaration, backfill, clay cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted assetfill clay cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted assetfill the property of the | L6         |
|                       | 00.0         |            | 00.000,001  |            | 00.000,001    |            | 00.000,001         | 100,00     | TE.   | 1000             | As CL III RCP storm drain pipe, open cut, fumble and install complete in place including embedment, backfill, clay cut-off walk, modified flowable fill, U-6 feet of cover from flowine of pipe, use additional compacted backfill for pipe, with more than 6 '0 cover, 264' linear feet.  | 86         |
| i0/VIG# 00.000,001-   | 00.0         | -          | 00.000,E1   |            | 13,000.00     |            | 00.000,E1          | 00'059     | Each  | 30               | 24" RCP storm drain pipe connection, furnish and install complete in place.  | 66         |
| 10/AIG# 00:000°£1-    | 00.0         |            | 00.000,42   |            | 24,000.00     |            | 24,000.00          | 00.08      | FE    | 300              | 18° CL III RCP storm drain pipe, open cut furnish and install complete in place including embedment, excavation, backfill, clay cut-off walls, modified flowable fill, 0-6 feet of cover from flowline of pipe, use additional compacted.  | 100        |
| i0/AIQ# 00'000't-     | 00.0         | -          | 24,000.00   | -          | 24,000.00     | -          | 24,000.00          | 00.08      | TE    | 300              | backfill for pipe with more than 6' of cover, 0 - 25 linear feet.  18" CL III RCP storm drain pipe, open cut, furnish and install complete in place including embedurant, backfill for cut-off weals, modified flowable fill, 0-6 feet of cover from flowing of pipe, use additional compacted backfill for  | 101        |
| 10/VICI# 00.000,452-  |              |            |             |            | NO GOE 3      |            | 000023             | 1          |       |                  | ppe with more than 6 to Cover, 26+ linear feet.  18* RCP storm drain plue connection, furnish and install complete in place.   | 102        |
| 10/AIG# 00'007'S-     | 00.0         | 77 861 3   | 00.002,2    | 00 280 \$  | 00.002,2      | 4,620.00   | 00.002,2           | 00.002     | Each  | 30               | Recessed Curb Inlet (5'), remove old inlevitumish and install complete in place, pipe connections, excavation,   | -          |
| 12,196.80 93%         | 08.959,451   | 95.884,8   | 00.094,221  | 00,280,8   | 00.000,851    | 00.020,6   | 00:000'951         | 5,200.00   | Each  | 30               | backfull, as per specifications Recessed Curb Inlet (10), remove old inlet/furnish and install complete in place, pipe connections, exercavation,  | £01        |
| %£6 08:001,21         | 08.038,602   | 62.884,2   | 188,760.00  | 00.262,0   | 00.000,111    | 4,620.00   | 00.000,021         | 4,200.00   | Each  | 30               | backfill, as per specifications<br>Modified Combination Recessed Curb & Grate Inlet (5'), remove old inlet/furnish and install complete in place, pipe   | 501        |
| 12,196.80 93%         | 08.959,451   |            |             |            |               | 6,820,00   | 00.000,081         | 00.002,8   | Each  | 30               | connections, excavation, backfill, as pet specifications. Modified Combination Recessed Curb & Grate Inlet (10'), remove old inlet/furnish and install complete in place,  | -          |
| %£6 08.400,81         | 243,064.80   | 91.201,8   | 00.000,222  | 7,502.00   | 00.000,402    |            |                    |            |       | 30               | pipe connections, excavation, backfill, as per specifications. Standard Depressed Curb (5°), remove old inlevfumish and install complete in place, pipe connections, excavation, Standard Depressed Curb (5°), remove old inlevfumish and install complete in place, pipe connections, excavation,   | 5          |
| %£6 0t't\$t'01        | 04,451,141   | 84.407,4   | 00.085,051  | 4,356.00   | 00,008,811    | 00.096,ε   | 00.000,801         | 00,000,E   | Езер  |                  | bacidfil, as per specifications.  Standard Depressed Cuto (10), remove old inleufumish and install complete in place, pipe connections, excaration,  |            |
| %£6 04.300,11         | 04.367,031   | 88.725,2   | 148,830.00  | 00.196,4   | 00.006,261    | 4,510.00   | 00.000,621         | 4,100.00   | Euch  | 96               | backfill, as per specifications.   | 108        |
|                       |              |            |             |            |               |            |                    |            |       |                  |  |            |

| -    |  | 1               |                    |                      |                             | - Van de la constant |               |            |  |                                    |               |                     |                    |
|------|--|-----------------|--------------------|----------------------|-----------------------------|--|---------------|------------|--|------------------------------------|---------------|---------------------|--------------------|
|      | Concrete Pavement Replacement  | VENDOR<br>CONT. |                    |                      | irading & Paving            | -  |               |            |  |                                    |               | 1                   |                    |
| 1    | Price Redeterminations   | EMA             |                    |                      | entin Perez                 | -  |               | -          |  |                                    |               |                     |                    |
| 1    | RFB#16040  | PHO             |                    |                      | ding@yahoo.com<br>-398-8557 | <del> </del>   |               |            |  |                                    |               | 1                   |                    |
|      |  | CITY, S         |                    |                      | illas, TX                   | 2018 B   | rice Increase | 2010 0     | rice Increase  |                                    |               | 1                   |                    |
| Item | Line Item Description  | Est.            |                    | Unit Price           | Est Cost                    | Unit Price   | Est Cost      | Unit Price | PARAMETER STREET, STRE | THE RESERVE OF THE PERSON NAMED IN | ice Increase  | <u> </u>            |                    |
| -    | Increase Proposed Inlet Length by 5 Linear Feet (Recessed Curb Inlet), contractor to bill for recessed curb inlet (5')   | Quantity        | -                  |                      |                             |  |               |            | Est Cost   | Unit Price                         | Est Cost      | \$ Inc Over<br>2019 | % Inc Over<br>2019 |
| 109  | and the increase for each additional 5 linear feet of inlet opening.   | 30              | Each               | 4,100.00             | 123,000.00                  | 4,510.00   | 135,300.00    | 4,961.00   | 148,830.00   | 5,357.88                           | 160,736.40    | 11,906.40           | 0.107              |
| 110  | Increase Proposed Inlet Length by 5 Linear Feet (Modified Combination Recessed Curb Inlet), contractor to bill for modified recessed curb inlet (5') and the increase for each additional 5 linear feet of inlet opening.  | 30              | Each               | 4,100.00             | 123,000.00                  | 4,510.00   | 135,300.00    | 4,961.00   | 148,830.00   | 5,357.88                           | 160,736.40    |                     | 93%                |
| 111  | Increase Proposed Inlet Length by 5 Linear Feet (Standard Depressed Curb Inlet), contractor to bill for standard depressed curb inlet (5') and the increase for each additional 5 linear feet of inlet opening.  | 30              | Each               | 4,100.00             | 123,000.00                  | 4,510.00   | 135,300.00    | 4,961.00   | 148,830.00   | 5,357.88                           | 160,736.40    | 11,906.40           | 93%                |
| 112  | 5' inlet Extra Depth of Recessed/Standard Inlet per 1' foot  | 10              | LF                 | 200.00               | 2,000.00                    | <b></b>  | 2,000.00      | 220,00     | 2,200.00   | 237.60                             | 2,376.00      | 11,906.40           | 93%                |
| 113  | 10' inlet Extra Depth of Recessed/Standard Inlet per 1' foot   | 10              | LF                 | 200.00               | 2,000,00                    | <del> </del>   | 2,000.00      |            | 2,200,00   | 237.60                             | 2,376,00      | 176,00              | 93%                |
| 114  | Remove and replace 5" inlet top. As approved by Inspector.   | 30              | -                  |                      | 33,000.00                   | -  | 36,300,00     | 220.00     | 41,745.00  | 1,502.82                           |               | 176.00              | 93%                |
| 115  | Remove and replace 10" inlet top. As approved by Inspector.  |                 | Each               | 1,100.00             | 43,800,00                   | 1,210.00   | 48,180.00     | 1,391.50   |  |                                    | 45,084.60     | 3,339.60            | 93%                |
| 116  | 5' x 5' Type "Y" (table top) inlet, furnish and install complete in place, pipe connections, as per plans.   | 30              | Each<br>Each       | 1,460.00<br>4,300.00 | 129,000.00                  | 1,606.00   |               | 1,846.90   | 55,407.00  | 1,994.65                           | 59,839.56     | 4,432.56            | 93%                |
| 116  |  |                 |                    |                      | 129,000.00                  | 4,730.00   | 141,900.00    | 5,203.00   | 156,090.00   | 5,619.24                           | 168,577.20    | 12,487.20           | 93%                |
| 117  | 4' x 4' Type "Y" (table top) inlet, furnish and install complete in place, pipe connections, as per plans.   | 30              | Each               | 4,100.00             | 123,000.00                  |  | 123,000.00    | 4,510.00   | 135,300.00   | 4,870.80                           | 146,124.00    |                     |                    |
| 118  | Type "A, B or E" Storm Drain Manhole, furnish and install, complete in place, Ring and Cover, pipe connections, 0-<br>15' depth to flowline maximum, as per specifications, use stacked manhole extension, see standard detail sheets.   | 300             | CY                 | 170.00               | 51,000.00                   |  | 51,000.00     | 187.00     | 56,100.00  | 201.96                             | 60,588.00     | 10,824.00           | 93%                |
| 119  | Stacked Manhole Extension, as per details, 48" dia., Ring and Cover, collar around pipe, pipe connections, and work fully performed.   | 50              | VF                 | 160.00               | 8,000.00                    |  | 8,000.00      | 176.00     | 8,800.00   | 190.08                             | 9,504.00      | 4,488.00            | 93%                |
| 120  | Adjust Water Mains, Wastewater Mains, Manholes, or other utility conflicts with the storm drain pipe, furnish and install all materials complete in place, contractor to be paid cost of labor and materials & equipment (invoices submitted to owner) plus percentage over cost (contractor shall fill in percent markup for unit cost) | 1%              | %                  | 30,00                | 0.00                        |  | 0.00          |            | 0.00   |                                    | 0.00          | 704.00              | 93%                |
| 121  | Utility Pole Bracing, coordinating with Franchise Utility Company, bracing pole or paying franchise utility company to brace pole. Bracing shall be to franchise utility standards.  | 25              | Each               | 1,500.00             | 37,500.00                   |  | 37,500.00     | 1,650.00   | 41,250.00  | 1,782.00                           | 44,550.00     | 0.00                | #DIV/0!            |
| 122  | Type A, B, or E, Storm Drain Manhole, furnish and install complete in place, Ring and Cover, pipe connections, 6.1-<br>8' depth to flowline maximum, as per specifications, use stacked manhole extension, see standard detail sheets.   | 200             | LF                 | 210.00               | 42,000.00                   |  | 42,000.00     | 231.00     | 46,200.00  | 249.48                             | 49,896.00     | 3,300.00            | 93%                |
| 123  | Type A, B, or E, Storm Drain Manhole, furnish and install complete in place, Ring and Cover, pipe connections, 8.1-<br>10'depth to flowline maximum, as per specifications, use stacked manhole extension, see standard detail sheets.   | 200             | LF                 | 260.00               | 52,000.00                   |  | 52,000.00     | 286.00     | 57,200.00  | 308.88                             | 61,776.00     | 3,696.00            | 93%                |
| 124  | Type A, B, or E, Storm Drain Manhole, furnish and install complete in place, Ring and Cover, pipe connections, 10,1-12' depth to flowline maximum, as per specifications, use stacked manhole extension, see standard detail sheets.   | 200             | LF                 | 260.00               | 52,000.00                   |  | 52,000.00     | 286.00     | 57,200.00  | 308.88                             | 61,776.00     | 4,576.00            | 93%                |
| 125  | Type A, B, or E, Storm Drain Manhole, furnish and install complete in place, Ring and Cover, pipe connections, 12.1-14 depth to flowline maximum, as per specifications, use stacked manhole extension, see standard detail sheets.  | 200             | LF                 | 310.00               | 62,000.00                   |  | 62,000.00     | 341.00     | 68,200.00  | 368.28                             | 73,656.00     | 4,576.00            | 93%                |
| _    | Rock Filler Dam Type !   | 100             |                    |                      |                             |  |               |            |  |                                    |               | 5,456.00            | 93%                |
| _    | Rock Filler Dam Type 2   | 100             | LF                 | 20.00                | 2,000.00                    |  | 2,000.00      | 22.00      | 2,200.00   | 23.76                              | 2,376.00      | 176.00              | 93%                |
|      | Rock Filler Dam Type 3   | 100             | LF                 | 20.00                | 2,000.00                    |  | 2,000.00      | 22.00      | 2,200.00   | 23,76                              | 2,376.00      | 176.00              | 93%                |
|      |  | 100             | L,F                | 20.00                | 2,000.00                    |  | 2,000.00      | 22.00      | 2,200.00   | 23.76                              | 2,376.00      | 176.00              | 93%                |
| 4000 |  | - Charles and   | THE REAL PROPERTY. |                      | 11,395,850.00               |  | 12,174,780.00 |            | 12,938,087.00  |                                    | 13,420,371.96 | 482,284.96          | 0.96406322         |





December 5, 2019

### To Our Valued Lattimore Customers:

As the Dalias/Fort Worth construction market continues its growth, costs in labor, raw materials and transportation are on the rise. Here at Lattimore Materials, we are working daily to improve the safety and efficiency in our operations and of our customer service center to minimize the impact of these rising costs on our customers. However, these measures alone do not eliminate all of the costs we centinue to incur from rail and trucking rate increases, wages for qualified personnel, and raw material cost increases in cement, aggregates, fly ash and admixtures.

These cost increases have made it necessary for us to notify our customers of a price increase.

Effective February 1, 2020, Lattimore Materials Corp. will implement a \$6.00/cy increase for ready mixed concrete to all customers in the DFW market area. Existing concrete contracts and purchase orders received prior to February 1, 2020 will be honored at the current prices. The current fee structure for fuel and environmental fees will remain the same. Pricing for sack adjustments will remain at \$6.00 and straight cement mixes will be set at \$3.00/cy over fly ash pricing.

As customer service is and will remain a priority, we are asking our customer base to assist us as we strive for daily improvements in this area by ensuring orders placed are correct in terms of yardage ordered, truck spacing, and start times. Additionally, we ask any orders that you become aware will not be fulfilled be cancelled in a very timely manner, ideally two to three days prior. As we are all aware, ghost and unused orders make scheduling and service difficult to maintain.

We would like to take the opportunity to remind you of our digital solutions:

- DirectA, a customer portal to create and manage their accounts, view and/or print customer account information, including account aging, inveices, payments and BOL/tickets; and
- ConcreteDirect, a smartphone app that helps you track trucks in real time, place, amend, and confirm orders, view a digital record of order, chat with dispatch, view electronic tickets, etc. Your Sales Representative will be happy to provide you with additional information on how these new solutions can enhance your business.

Lattimore Materials truly values your business and is committed to remaining your supplier of choice in the ready mix industry. Our sales team members are available and ready to meet with you to address any needs or specific concerns you may have. We thank you for your continued support and business.

Sincerely,

**Drew Brown** 

Bill Hickle

Ron Simons

**Commercial Sales Manager** 

**Residential Sales Manager** 

Hwy/Civil Sales Manager

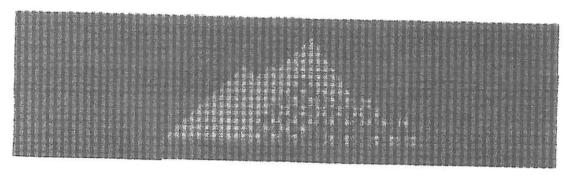
### New Price & Hours

From: Big City Crushed Concrete, LP. (steve@bcccip.com)

To: newstargrading@yahoo.com

Date: Monday, November 25, 2019, 09:11 AM CST

# New Price & Hours



## Effective January 6th, 2020

Price Increase Flex Base: \$9.50/ton

### New Hours

Big City Crushed Concrete's Hours of Operation Monday-Friday: 7:00 a.m. to 5:00 p.m. Saturdays: 7:00 a.m to 12:00 p.m.

If you have any questions, please feel free to contact our office at 972-243-5820.

We sincerely appreciate your business!

Big City Crushed Concrete, L.P. | P.O. Box 29816, Dallas, TX 75229

Unsubscribe newstargrading@yahoo.com

Update Profile | About Constant Contact

Sent by steve@bccclp.com in collaboration with

Constant Contact', s'

Try email marketing for free today!

|          | Concrete Pavement Replacement PRICE REDETERMINATION 2018 RFB #16040                          | VENDOR I<br>CONTA<br>EMAI<br>PHON | CT<br>L | Ignac<br>ycasas@   | enstruction Inc. |            |              |            |              |            |              |            |              |                    |                 |
|----------|--|-----------------------------------|---------|--------------------|------------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|--------------------|-----------------|
|          |  | CITY, ST                          |         |                    | as, Texas        | 2017 Pric  | e Increase   | 2018 Prio  | e Increase   | 2019 Pric  | e Increase   | 2020 Pri   | ce Increase  |                    |                 |
| Item#    | Line Item Description  | Est.<br>Quantity                  | UOM     | Unit Price<br>2016 | Est Cost         | Unit Price | Est Cost     | Unit Price | Est Cost     | Unit Price | Est Cost     | Unit Price | Est Cost     | S Inc Over<br>2019 | % Inc Over 2019 |
| 1        | Remove 6" to 10" thick reinforced concrete 0-  | 660                               | SY      | 15.00              | 9,900.00         | 15.00      | 9,900.00     | 15.00      | 9,900.00     | 15.00      | 9,900.00     | 15.00      | 9,900.00     | 0.00               | 0.000%          |
| 2        | Remove 6" to 10" thick reinforced concrete   | 1200                              | SY      | 15.00              | 18,000.00        | 15.00      | 18,000.00    | 15.00      | 18,000.00    | 15.00      | 18,000.00    | 15.00      | 18,000.00    | 0.00               | 0.000%          |
| 3        | Remove 6" to 10" thick reinforced concrete   | 1600                              | SY      | 15.00              | 24,000.00        | 15.00      | 24,000.00    | 15.00      | 24,000.00    | 15.00      | 24,000.00    | 15.00      | 24,000.00    | 0.00               | 0.000%          |
| 4        | Remove 6" to 10" thick reinforced concrete   | 32000                             | SY      | 15.00              | 480,000.00       | 15.00      | 480,000.00   | 15.00      | 480,000.00   | 15.00      | 480,000.00   | 15.00      | 480,000.00   | 0.00               | 0.000%          |
| 5        | Remove 4" to 5" concrete sidewalk 0-250 s.y.   | 800                               | SY      | 8.25               | 6,600.00         | 8.25       | 6,600.00     | 8.25       | 6,600.00     | 9.00       | 7,200.00     | 9.00       | 7,200.00     | 0.00               | 0.000%          |
| 6        | Remove 4" to 5" concrete sidewalk 251-800  | 800                               | SY      | 8.25               | 6,600.00         | 8.25       | 6,600.00     | 8.25       | 6,600.00     | 9.00       | 7,200.00     | 9.00       | 7,200.00     | 0.00               | 0.000%          |
| 7        | Remove 4" to 5" concrete sidewalk 801-1,200  | 1200                              | SY      | 8.25               | 9,900.00         | 8.25       | 9,900.00     | 8.25       | 9,900.00     | 9.00       | 10,800.00    | 9.00       | 10,800.00    | 0.00               | 0.000%          |
| 8        | Remove 4" to 5" concrete sidewalk 1,201+   | 4000                              | SY      | 8.25               | 33,000.00        | 8.25       | 33,000.00    | 8.25       | 33,000.00    | 9.00       | 36,000.00    | 9.00       | 36,000.00    | 0.00               | 0.000%          |
| 9        | 4" concrete sidewalk 6.5 sack (4500 p.s.i.) 2"   | 1100                              | SY      | 45.00              | 49,500.00        | 47.00      | 51,700.00    | 48.00      | 52,800.00    | 54.00      | 59,400.00    | 55.00      | 60,500.00    | 1,100.00           | 1.852%          |
| 10       | 4" concrete sidewalk 6.5 sack (4500 p.s.i.) 2"   | 1100                              | SY      | 45.00              | 49,500.00        | 47.00      | 51,700.00    | 48.00      | 52,800.00    | 54.00      | 59,400.00    | 55.00      | 60,500.00    | 1,100.00           | 1.852%          |
| 11       | 4" concrete sidewalk 6.5 sack (4500 p.s.i.) 2"   | 1600                              | SY      | 45.00              | 72,000.00        | 47.00      | 75,200.00    | 48.00      | 76,800.00    | 54.00      | 86,400.00    | 55.00      | 88,000.00    | 1,600.00           | 1.852%          |
| 12       | 4" concrete sidewalk 6.5 sack (4500 p.s.i.) 2"   | 6000                              | SY      | 45.00              | 270,000.00       | 47.00      | 282,000.00   | 48.00      | 288,000.00   | 54.00      | 324,000.00   | 55.00      | 330,000.00   | 6,000.00           | 1.852%          |
| 13       | 8" concrete for pavement 6.5 sack (4500  | 800                               | SY      | 50.00              | 40,000.00        | 52.00      | 41,600.00    | 55.50      | 44,400.00    | 63.00      | 50,400.00    | 65.00      | 52,000.00    | 63.00              | 3.175%          |
| 14       | 8" concrete for pavement 6.5 sack (4500  | 1600                              | SY      | 50.00              | 80,000.00        | 52.00      | 83,200.00    | 55.50      | 88,800.00    | 63.00      | 100,800.00   | 65.00      | 104,000.00   | 63.00              | 3.175%          |
| 15       | 8" concrete for pavement 6.5 sack (4500  | 32000                             | SY      | 50.00              | 1,600,000.00     | 52.00      | 1,664,000.00 | 55.50      | 1,776,000.00 | 63.00      | 2,016,000.00 | 65.00      | 2,080,000.00 | 63.00              | 3.175%          |
| 16       | 10" concrete for pavement 6.5 sack (4500   | 600                               | SY      | 51.00              | 30,600.00        | 53.00      | 31,800.00    | 56.50      | 33,900.00    | 64.00      | 38,400.00    | 65.00      | 39,000.00    | 600.00             | 1,563%          |
| 17       | 10" concrete for pavement 6.5 sack (4500   | 1600                              | SY      | 51.00              | 81,600.00        | 53.00      | 84,800.00    | 56.50      | 90,400.00    | 64.00      | 102,400.00   | 65.00      | 104,000.00   | 1,600.00           | 1.563%          |
| 18       | 10" concrete for pavement 6.5 sack (4500   | 4000                              | SY      | 51.00              | 204,000.00       | 53.00      | 212,000.00   | 56.50      | 226,000.00   | 64.00      | 256,000.00   | 65.00      | 260,000.00   | 4,000.00           | 1.563%          |
| 19       | Quick Set type Concrete (owner approved mix  | 500                               | CY      | 100.00             | 50,000.00        | 100.00     | 50,000.00    | 100.00     | 50,000.00    | 100.00     | 50,000.00    | 100.00     | 50,000.00    | 0.00               | 0.000%          |
| 20       | Quick Set type Concrete (owner approved mix  | 800                               | CY      | 100.00             | 80,000.00        | 100.00     | 80,000.00    | 100.00     | 80,000.00    | 100.00     | 80,000.00    | 100.00     | 80,000.00    | 0.00               | 0.000%          |
| 21       | Quick Set type Concrete (owner approved mix  | 1200                              | CY      | 100.00             | 120,000.00       | 100.00     | 120,000.00   | 100.00     | 120,000.00   | 100.00     | 120,000.00   | 100.00     | 120,000.00   | 0.00               | 0.000%          |
| 22       | 8" Alley Pavement as per Standard Detail   | 700                               | SY      | 51.00              | 35,700.00        | 53.00      | 37,100.00    | 56.50      | 39,550.00    | 65.00      | 45,500.00    | 66.50      | 46,550.00    | 1,050.00           | 2,308%          |
| 23       | 8" Alley Pavement as per Standard Detail   | 1600                              | SY      | 51.00              | 81,600.00        | 53.00      | 84,800.00    | 56.50      | 90,400.00    | 65.00      | 104,000.00   | 66.50      | 106,400.00   | 2,400.00           | 2,308%          |
| 24       | 8" Alley Pavement as per Standard Detail   | 6000                              | SY      | 51.00              | 306,000.00       | 53.00      | 318,000.00   | 56.50      | 339,000.00   | 65.00      | 390,000.00   | 66.50      | 399,000.00   | 9,000.00           | 2.308%          |
| 25       | Type "D" HMAC compacted in-place for temp, and permanent tie-ins of concrete                 | 1200                              | TN      | 130.00             | 156,000.00       | 130.00     | 156,000.00   | 130.00     | 156,000.00   | 130.00     | 156,000.00   | 130.00     | 156,000.00   | 0.00               | 0.000%          |
| 26       | Cold mix asphalt mix complete in-place for tie-  | 1000                              | TN      | 105.00             | 105,000.00       | 105,00     | 105,000.00   | 105.00     | 105,000.00   | 105.00     | 105,000.00   | 105.00     | 105,000.00   | 0.00               | 0.000%          |
| 27       | Barrier free ramps at intersections to include all removal ans sawing with out 24" blockout  | 160                               | EA      | 1,100.00           | 176,000.00       | 1,200.00   | 192,000.00   | 1,200.00   | 192,000.00   | 1,200.00   | 192,000.00   | 1,200.00   | 192,000.00   | 0.00               | 0.000%          |
|          | Double connect barrier free ramps at intersections to include all removal an sawing          | 160                               | EA      | 1,100.00           | 176,000.00       | 1,200.00   | 192,000.00   | 1,200.00   | 192,000.00   | 1,200.00   | 192,000.00   | 1,200.00   | 192,000.00   | 0.00               | 0.000%          |
| 29       | Replace water meter box and lid as per City<br>Standard Detail Sheets. City will supply the  | 250                               | EA      | 35.00              | 8,750.00         | 35.00      | 8,750.00     | 45.00      | 11,250.00    | 45.00      | 11,250.00    | 45.00      | 11,250.00    | 0,00               | 0.000%          |
| 30       | Install water meter riser as per City Standard<br>Detail Sheets, City will provide the water | 250                               | EA      | 45.00              | 11,250.00        | 45.00      | 11,250.00    | 45.00      | 11,250.00    | 45.00      | 11,250.00    | 45.00      | 11,250.00    | 0.00               | 0.000%          |
| 31       | 6" Integral Curb   | 15000                             | LF      | 4.00               | 60,000.00        | 4.00       | 60,000.00    | 4.00       | 60,000.00    | 4.00       | 60,000.00    | 4.00       | 60,000.00    | 0.00               | 0.000%          |
| $\vdash$ | 8" Integral Curb   | 2200                              | LF      | 9.00               | 19,800.00        | 9.00       | 19,800.00    | 9.00       | 19,800.00    | 9.00       | 19,800.00    | 9.00       | 19,800.00    | 0.00               | 0.000%          |
| ==       | 6" concrete drive approach up to connecting  | 3000                              | SY      | 58.00              | 174,000.00       | 60.00      | 180,000.00   | 62.00      | 186,000.00   | 65.00      | 195,000.00   | 67.00      | 201,000.00   | 6,000.00           | 3.077%          |
|          | 30" curb and gutter to include 6" curb 6.5   | 500                               | LF      | 24.00              | 12,000.00        | 26.00      | 13,000.00    | 28.00      | 14,000.00    | 34.00      | 17,000.00    | 36.00      | 18,000.00    | 1,000.00           | 5.882%          |
| =        | 30" curb and gutter to include 6" curb 6.5   | 10000                             | LF      | 24.00              | 240,000.00       | 26.00      | 260,000.00   | 28.00      | 280,000.00   | 34.00      | 340,000.00   | 36.00      | 360,000.00   | 20,000.00          | 5.882%          |
| $\vdash$ | 24" curb and gutter to include 6" curb 6.5   | 500                               | LF      | 24.00              | 12,000.00        | 26.00      | 13,000.00    | 28.00      | 14,000.00    | 34.00      | 17,000.00    | 34.00      | 17,000.00    | 0.00               | 0.000%          |
|          | 24" curb and gutter to include 6" curb 6.5   | 10000                             | LF      | 24.00              | 240,000.00       | 26.00      | 260,000.00   | 28.00      | 280,000.00   | 34.00      | 340,000.00   | 34.00      | 340,000.00   | 0.00               |                 |
|          | 18" curb and gutter to include 6" curb 6.5   | 100                               | LF      | 18.00              | 1,800.00         | 18.00      | 1,800.00     | 18.00      | 1,800.00     | 18.00      | 1,800.00     | 18.00      | 1,800.00     | 0.00               |                 |
|          | 18" curb and gutter to include 6" curb 6.5   | 200                               | LF      | 18.00              | 3,600.00         | 18.00      | 3,600.00     | 18.00      | 3,600.00     | 18.00      | 3,600.00     | 18.00      | 3,600.00     | 0.00               |                 |
|          | 18" curb and gutter to include 6" curb 6.5   | 10000                             | LF      | 18.00              | 180,000.00       | 18.00      | 180,000.00   | 18.00      | 180,000.00   | 18.00      | 180,000.00   | 18.00      | 180,000.00   | 0.00               |                 |
| ==       | Mow strip 12" x 12" #3 Rebar Ladder Shape  | 400                               | LF      | 5.00               | 2,000.00         | 5.00       | 2,000.00     | 5.00       | 2,000.00     | 5.00       | 2,000.00     | 5.00       | 2,000.00     | 0.00               |                 |
|          | 3" High Reinforced Concrete Berm as per  | 500                               | LF      | 5.00               | 2,500.00         | 5.00       | 2,500.00     | 5.00       | 2,500.00     | 5.00       | 2,500.00     | 5.00       | 2,500,00     | 0,00               |                 |
| =        | 3" High Reinforced Concrete Berm as per  | 200                               | LF      | 5.00               | 1,000.00         | 5.00       | 1,000.00     | 5.00       | 1,000.00     | 5.00       | 1,000.00     | 5.00       | 1,000.00     | 0.00               |                 |
| =        | 4" High Reinforced Concrete Berm as per  | 500                               | LF      | 5.00               | 2,500.00         | 5.00       | 2,500.00     | 5.00       | 2,500.00     | 5.00       | 2,500.00     | 5.00       | 2,500.00     | 0.00               | 0.000%          |
|          | 4" High Reinforced Concrete Berm as per  | 200                               | LF      | 5.00               | 1,000.00         | 5.00       | 1,000.00     | 5.00       | 1,000.00     | 5.00       | 1,000.00     | 5.00       | 1,000.00     | 0.00               |                 |
| 46       | SDHPT (grade 2), Type A Flex Base -  | 20000                             | Ton     | 34.50              | 690,000.00       | 34.50      | 690,000.00   | 34.50      | 690,000.00   | 34.50      | 690,000.00   | 34.50      | 690,000.00   | 0.00               | 0.000%          |

| Item# | Line Item Description   | Est.<br>Quantity | UOM | Unit Price<br>2016 | Est Cost   | Unit Price | Est Cost   | S Inc Over<br>2019 | % Inc Over<br>2019 |
|-------|---|------------------|-----|--------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------------|--------------------|
| 47    | 5"- 6" depth stamped patterned median (3000   | 1500             | SY  | 102.00             | 153,000.00 | 102.00     | 153,000.00 | 102.00     | 153,000.00 | 102.00     | 153,000.00 | 102.00     | 153,000.00 | 0.00               | 0.000%             |
| 48    | Retaining wall (0-3') with 6' integral sidewalk   | 5000             | LF  | 70.00              | 350,000.00 | 70.00      | 350,000.00 | 70.00      | 350,000.00 | 70.00      | 350,000.00 | 70.00      | 350,000.00 | 0.00               | 0.000%             |
| 49    | Retaining wall (0-3') with 4' integral sidewalk   | 5000             | LF  | 70.00              | 350,000.00 | 70.00      | 350,000.00 | 70.00      | 350,000.00 | 70.00      | 350,000.00 | 70.00      | 350,000.00 | 0.00               | 0.000%             |
| 50    | Remove HMAC   | 10000            | SY  | 10.00              | 100,000.00 | 12.00      | 120,000.00 | 12.00      | 120,000.00 | 12.00      | 120,000.00 | 12.00      | 120,000.00 | 0.00               | 0.000%             |
| 51    | Saw cut full depth concrete   | 30000            | LF  | 2.15               | 64,500.00  | 2.15       | 64,500.00  | 2.15       | 64,500.00  | 2.15       | 64,500.00  | 2.15       | 64,500.00  | 0.00               | 0.000%             |
| 52    | Saw cut full depth concrete sidewalk  | 2000             | LF  | 2.15               | 4,300.00   | 2.15       | 4,300.00   | 2.15       | 4,300.00   | 2.15       | 4,300.00   | 2.15       | 4,300.00   | 0.00               | 0.000%             |
| 53    | Saw cut asphalt full depth  | 15000            | LF  | 2.15               | 32,250.00  | 2.15       | 32,250.00  | 2.15       | 32,250.00  | 2.15       | 32,250.00  | 2.15       | 32,250.00  | 0.00               | 0.000%             |
| 54    | Rout and Seal Random Cracks to include cleaning, complete in-place on both asphalt  | 10000            | LF  | 1.05               | 10,500.00  | 1.05       | 10,500.00  | 1.05       | 10,500.00  | 1.05       | 10,500.00  | 1.05       | 10,500.00  | 0.00               | 0.000%             |
| 55    | Sodding on all sides of construction, disturbed   | 10000            | SY  | 5.50               | 55,000.00  | 6.00       | 60,000.00  | 6.50       | 65,000.00  | 7.25       | 72,500.00  | 7.25       | 72,500.00  | 0.00               | 0.000%             |
| 56    | Sodding on all sides of construction, disturbed   | 10000            | SY  | 5.50               | 55,000.00  | 6.00       | 60,000.00  | 6.50       | 65,000.00  | 7.25       | 72,500.00  | 7.25       | 72,500.00  | 0.00               | 0.000%             |
| 57    | Unclassified Excavation 0-100 c.y.  | 1000             | CY  | 21.00              | 21,000.00  | 24.00      | 24,000.00  | 24.00      | 24,000.00  | 25.00      | 25,000.00  | 25.00      | 25,000.00  | 0.00               | 0.000%             |
| 58    | Unclassified Excavation 101-300 c.y.  | 600              | CY  | 21.00              | 12,600.00  | 24.00      | 14,400.00  | 24.00      | 14,400.00  | 25.00      | 15,000.00  | 25,00      | 15,000.00  | 0.00               | 0.000%             |
| 59    | Unclassified Excavation 301+ c.y.   | 20,000           | CY  | 21.00              | 420,000.00 | 24.00      | 480,000.00 | 24.00      | 480,000.00 | 25.00      | 500,000.00 | 25.00      | 500,000.00 | 0.00               | 0.000%             |
| 60    | Excavation/Removal of curb and gutter only  | 200              | LF  | 6.00               | 1,200.00   | 8.00       | 1,600.00   | 8.00       | 1,600.00   | 8.00       | 1,600.00   | 8.00       | 1,600.00   | 0.00               | 0.000%             |
| -     | Excavation/Removal of curb and gutter only  | 200              | LF  | 6.00               | 1,200.00   | 8.00       | 1,600.00   | 8.00       | 1,600.00   | 8.00       | 1,600.00   | 8.00       | 1,600.00   | 0.00               | 0.000%             |
|       | Excavation/Removal of curb and gutter only  | 15000            | LF  | 6.00               | 90,000.00  | 8.00       | 120,000.00 | 8.00       | 120,000.00 | 8.00       | 120,000.00 | 8.00       | 120,000.00 | 0.00               | 0.000%             |
|       | Traffic Control on Major Thoroughfares,- (to<br>be determined by owner) -This unit pay item<br>will be used to offset cost for additional   | 20               | EA  | 1,500.00           | 30,000.00  | 1,500.00   | 30,000.00  | 1,500.00   | 30,000.00  | 1,500.00   | 30,000.00  | 1,500.00   | 30,000.00  | 0.00               | 0.000%             |
| 64    | Silt Fence – furnish and install complete in  | 500              | LF  | 2.00               | 1,000.00   | 2.00       | 1,000.00   | 2.00       | 1,000.00   | 2.00       | 1,000.00   | 2.00       | 1,000.00   | 0.00               | 0.000%             |
| 65    | Inlet Protection, furnish and install complete in   | 20               | EA  | 75.00              | 1,500.00   | 75.00      | 1,500.00   | 75.00      | 1,500.00   | 75.00      | 1,500.00   | 75.00      | 1,500.00   | 0.00               | 0.000%             |
| 66    | Construction (Stone) Entrance, complete in  | 10               | EA  | 200.00             | 2,000.00   | 200.00     | 2,000.00   | 200.00     | 2,000.00   | 200.00     | 2,000.00   | 200.00     | 2,000.00   | 0.00               | 0.000%             |
| -00   | Compaction (95% Standard Proctor Density  | 1000             | CY  | 12.00              | 12,000.00  | 12.00      | 12,000.00  | 12.00      | 12,000.00  | 12.00      | 12,000.00  | 12.00      | 12,000.00  | 0.00               | 0.00078            |
| 67    | at Optimum Moisture), clearing and grubbing,<br>work fully performed, paid for by the<br>calculated cubic yard of earth moved   | 1000             |     | 12.00              | 12,000.00  | 12.00      | 12,000.00  | 12.00      | 12,000.00  | 12,00      | 12,000.00  | 12.00      | 12,000.00  | 0.00               | 0.000%             |
| 68    | Select Fill Material for Channel/Swale Grading<br>and Compaction pay for Material and Hauling<br>to Site, placing the material shall be billed  | 1000             | CY  | 15.00              | 15,000.00  | 15.00      | 15,000.00  | 15.00      | 15,000.00  | 15.00      | 15,000.00  | 15.00      | 15,000.00  | 0.00               | 0.000%             |
| 69    | Topsoil for Finished Grading, furnish and   | 1000             | CY  | 37.00              | 37,000.00  | 37.00      | 37,000.00  | 37.00      | 37,000.00  | 37.00      | 37,000.00  | 37,00      | 37,000.00  | 0.00               | 0.000%             |
| 70    | nlace including fine grading to drain Paid by<br>Cleaning Culverts (18"-12"- 33" Pipe or 2.5'<br>Height Box) remove debris, earth and other   | 1000             | CY  | 10.00              | 10,000.00  | 10.00      | 10,000.00  | 10.00      | 10,000.00  | 10.00      | 10,000.00  | 10.00      | 10,000.00  | 0.00               | 0.000%             |
| 71    | Cleaning Culverts (36"+ Pipe or 2.5'+ Height<br>Box) remove debris, earth and other   | 1000             | CY  | 10.00              | 10,000.00  | 10.00      | 10,000.00  | 10.00      | 10,000.00  | 10.00      | 10,000.00  | 10.00      | 10,000.00  | 0.00               | 0.000%             |
| 72    | Additional Clearing and Grubbing Along<br>Channels, Headwalls, and Inlets, as called for  | 1000             | CY  | 14.00              | 14,000.00  | 14.00      | 14,000.00  | 14.00      | 14,000.00  | 14.00      | 14,000.00  | 14.00      | 14,000.00  | 0.00               | 0.000%             |
| 73    | Structural Reinforced Concrete, flumes, retaining walls, Wing walls and Headwalls to TxDot Standards, and other miscellaneous structural items, including formwork, cutting joints, testing, saw cutting existing pavement, | 1500             | CY  | 350,00             | 525,000.00 | 350.00     | 525,000.00 | 350.00     | 525,000.00 | 350.00     | 525,000.00 | 350,00     | 525,000.00 | 0.00               | 0.000%             |
|       | Non & Reinforced Concrete (2,000 p.s.i.) thrust blocking, pipe collars, pipe plugs, encasement for utility mains, including   | 500              | CY  | 50,00              | 25,000.00  | 50.00      | 25,000.00  | 50.00      | 25,000.00  | 50.00      | 25,000.00  | 50.00      | 25,000.00  | 0.00               | 0.000%             |
| 75    | 12" Grouted Rock Riprap over Filter Fabric,<br>furnish and install complete in place, 40% of  | 500              | CY  | 65.00              | 32,500.00  | 65.00      | 32,500.00  | 65.00      | 32,500.00  | 65.00      | 32,500.00  | 65.00      | 32,500.00  | 0.00               | 0.000%             |
| 76    | 24" Grouted Riprap over Filter Fabric, furnish<br>and install complete in place, 40% of rock  | 1000             | CY  | 85.00              | 85,000.00  | 85.00      | 85,000.00  | 85.00      | 85,000.00  | 85.00      | 85,000.00  | 85.00      | 85,000.00  | 0.00               | 0.000%             |
| 77    | Sheeting Shoring and Bracing, Site Specific<br>Trench Safety Plan submitted to owner,<br>OSHA Standards that are in effect at the time  | 10               | EA  | 50.00              | 500.00     | 50.00      | 500.00     | 50.00      | 500.00     | 50.00      | 500.00     | 50.00      | 500.00     | 0.00               | 0.000%             |
| 78    | Implement Trench Safety Plan 0-6.1 foot depth to flowline of pipe, furnish and install  | 200              | LF  | 1.50               | 300.00     | 1,50       | 300.00     | 1.50       | 300.00     | 1.50       | 300.00     | 1.50       | 300.00     | 0.00               | 0.000%             |
| 79    | Implement Trench Safety Plan 6.1-10 foot depth to flowline of pipe, furnish and install   | 200              | LF  | 1.50               | 300.00     | 1.50       | 300.00     | 1.50       | 300.00     | 1.50       | 300.00     | 1.50       | 300.00     | 0.00               | 0.000%             |
|       | Implement Trench Safety Plan 10.1-15 foot<br>depth to flowline of pipe, furnish and install   | 200              | LF  | 1.50               | 300.00     | 1.50       | 300.00     | 1.50       | 300.00     | 1.50       | 300.00     | 1.50       | 300.00     | 0.00               | 0.000%             |

| Item# | Line Item Description   | Est.<br>Quantity | UOM  | Unit Price<br>2016 | Est Cost   | Unit Price | Est Cost   | S Inc Over<br>2019 | % Inc Over<br>2019 |
|-------|---|------------------|------|--------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------------|--------------------|
| 81    | Additional Compacted Native Backfill for Pipe<br>and Box Culverts, use existing material,<br>excavation, backfill, to be paid only for        | 500              | CY   | 10.00              | 5,000.00   | 10.00      | 5,000.00   | 10.00      | 5,000.00   | 10.00      | 5,000.00   | 10.00      | 5,000.00   | 0.00               | 0.000%             |
| 82    | Additional Modified flowable backfill – per tickets turned in daily, to be paid only if called  | 500              | CY   | 100.00             | 50,000.00  | 100.00     | 50,000.00  | 100.00     | 50,000.00  | 100.00     | 50,000.00  | 100.00     | 50,000.00  | 0.00               | 0.000%             |
| 83    | Additional Well Graded Crushed Stone (1/4" to 3/4") Backfill for embedment, to be paid only   | 500              | CY   | 10.00              | 5,000.00   | 10.00      | 5,000.00   | 10.00      | 5,000.00   | 10.00      | 5,000.00   | 10.00      | 5,000.00   | 0.00               | 0.000%             |
| 84    | Additional Well Graded Crushed Stone (1" to 3") Backfill for embedment, to be paid only if  | 500              | CY   | 10.00              | 5,000.00   | 10.00      | 5,000.00   | 10.00      | 5,000.00   | 10.00      | 5,000.00   | 10,00      | 5,000.00   | 0.00               | 0.000%             |
| 85    | Additional Sand Backfill for Pipe or Box<br>Culverts, to be paid only if specifically called  | 500              | CY   | 8.00               | 4,000.00   | 8.00       | 4,000.00   | 8.00       | 4,000.00   | 8.00       | 4,000.00   | 8.00       | 4,000.00   | 0,00               | 0.000%             |
| 86    | Box Culverts, as per details work fully performed, to be paid only if specifically called   | 500              | CY   | 20.00              | 10,000.00  | 20.00      | 10,000.00  | 20.00      | 10,000.00  | 20.00      | 10,000.00  | 20.00      | 10,000.00  | 0.00               | 0.000%             |
| 87    | Reinforced Concrete Box Culvert, including<br>formwork, cutting joints, testing, embedment,<br>excavation, backfill and other miscellaneous   | 500              | CY   | 350.00             | 175,000.00 | 350.00     | 175,000.00 | 350.00     | 175,000.00 | 350.00     | 175,000.00 | 350.00     | 175,000.00 | 0.00               | 0.000%             |
|       | 48" CL III RCP storm drain pipe, open cut<br>furnish and install complete in place including<br>embedment, excavation, backfill, clay cut-off | 50               | LF   | 180.00             | 9,000.00   | 180.00     | 9,000.00   | 180.00     | 9,000.00   | 180.00     | 9,000.00   | 180.00     | 9,000.00   | 0.00               | 0.000%             |
| 89    | 48" CL III RCP storm drain pipe, open cut,<br>furnish and install complete in place including<br>embedment, backfill, clay cut-off walls,     | 75               | LF   | 180.00             | 13,500.00  | 180.00     | 13,500.00  | 180.00     | 13,500.00  | 180.00     | 13,500.00  | 180.00     | 13,500.00  | 0.00               | 0.000%             |
| 90    | 48" RCP storm drain pipe connection, furnish  | 10               | EA   | 275.00             | 2,750.00   | 275.00     | 2,750.00   | 275.00     | 2,750.00   | 275.00     | 2,750.00   | 275.00     | 2,750.00   | 0.00               | 0.000%             |
| 91    | 36" CL III RCP storm drain pipe, open cut<br>furnish and install complete in place including<br>embedment, excavation, backfill, clay cut-off | 75               | LF   | 95.00              | 7,125.00   | 95.00      | 7,125.00   | 100.00     | 7,500.00   | 100.00     | 7,500.00   | 100.00     | 7,500.00   | 0.00               | 0.000%             |
| 92    | 36" CL III RCP storm drain pipe, open cut,<br>furnish and install complete in place including<br>embedment, backfill, clay cut-off walls,     | 100              | LF   | 95.00              | 9,500.00   | 95.00      | 9,500.00   | 100.00     | 10,000.00  | 100.00     | 10,000.00  | 100.00     | 10,000.00  | 0.00               | 0.000%             |
| 93    | 36" RCP storm drain pipe connection, furnish  | 10               | EA   | 275.00             | 2,750.00   | 275.00     | 2,750.00   | 275.00     | 2,750.00   | 275.00     | 2,750.00   | 275.00     | 2,750.00   | 0.00               | 0.000%             |
| 94    | 30" CL III RCP storm drain pipe, open cut<br>furnish and install complete in place including<br>embedment, excavation, backfill, clay cut-off | 300              | LF   | 80.00              | 24,000.00  | 80.00      | 24,000.00  | 92.50      | 27,750.00  | 96.00      | 28,800.00  | 96.00      | 28,800.00  | 0.00               | 0.000%             |
|       | 30" CL III RCP storm drain pipe, open cut,<br>furnish and install complete in place including<br>embedment, backfill, clay cut-off walls,     | 300              | LF   | 80.00              | 24,000.00  | 80.00      | 24,000.00  | 92.50      | 27,750.00  | 96.00      | 28,800.00  | 96.00      | 28,800.00  | 0.00               | 0.000%             |
| 96    | 30" RCP storm drain pipe connection, furnish  | 10               | Each | 275.00             | 2,750.00   | 275.00     | 2,750.00   | 275.00     | 2,750.00   | 275.00     | 2,750.00   | 275.00     | 2,750.00   | 0.00               | 0.000%             |
|       | 24" CL III RCP storm drain pipe, open cut<br>furnish and install complete in place including<br>embedment, excavation, backfill, clay cut-off | 300              | LF   | 75.00              | 22,500.00  | 75.00      | 22,500.00  | 92.00      | 27,600.00  | 96.00      | 28,800.00  | 96.00      | 28,800.00  | 0.00               | 0.000%             |

| Item# | Line Item Description   | Est.<br>Quantity | UOM  | Unit Price<br>2016 | Est Cost   | Unit Price | Est Cost   | \$ Inc Over<br>2019 | % Inc Over<br>2019 |
|-------|---|------------------|------|--------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---------------------|--------------------|
| 98    | 24" CL III RCP storm drain pipe, open cut,<br>furnish and install complete in place including<br>embedment, backfill, clay cut-off walls,     | 1000             | LF   | 75.00              | 75,000.00  | 75.00      | 75,000.00  | 92.00      | 92,000.00  | 96.00      | 96,000.00  | 96.00      | 96,000.00  | 0.00                | 0.000%             |
| 99    | 24" RCP storm drain pipe connection, furnish  | 20               | Each | 275.00             | 5,500.00   | 275.00     | 5,500.00   | 275.00     | 5,500.00   | 275.00     | 5,500.00   | 275.00     | 5,500.00   | 0.00                | 0.000%             |
| 100   | 18" CL III RCP storm drain pipe, open cut<br>furnish and install complete in place including<br>embedment, excavation, backfill, clay cut-off | 300              | LF   | 65.00              | 19,500.00  | 65,00      | 19,500.00  | 88.00      | 26,400.00  | 92.00      | 27,600.00  | 92.00      | 27,600.00  | 0.00                | 0.000%             |
| 101   | 18" CL III RCP storm drain pipe, open cut,<br>furnish and install complete in place including<br>embedment, backfill, clay cut-off walls,     | 300              | LF   | 65.00              | 19,500.00  | 65.00      | 19,500.00  | 88.00      | 26,400.00  | 92.00      | 27,600.00  | 92.00      | 27,600.00  | 0.00                | 0.000%             |
| 102   | 18" RCP storm drain pipe connection, furnish  | 10               | Each | 275.00             | 2,750.00   | 275.00     | 2,750.00   | 275.00     | 2,750.00   | 275.00     | 2,750.00   | 275.00     | 2,750.00   | 0.00                | 0.000%             |
| 103   | Recessed Curb Inlet (5'), remove old inlet/furnish and install complete in place, pipe  | 30               | Each | 2,500.00           | 75,000.00  | 2,500.00   | 75,000.00  | 2,600.00   | 78,000.00  | 2,600.00   | 78,000.00  | 2,600.00   | 78,000.00  | 0.00                | 0.000%             |
| 104   | Recessed Curb Inlet (10'), remove old inlet/furnish and install complete in place, pipe   | 30               | Each | 3,500.00           | 105,000.00 | 3,500.00   | 105,000.00 | 3,600.00   | 108,000.00 | 3,600.00   | 108,000.00 | 3,600.00   | 108,000.00 | 0.00                | 0.000%             |
| 105   | Modified Combination Recessed Curb &<br>Grate Inlet (5'), remove old inlet/furnish and  | 30               | Each | 3,500.00           | 105,000.00 | 3,500.00   | 105,000.00 | 3,600.00   | 108,000.00 | 3,600.00   | 108,000.00 | 3,600.00   | 108,000.00 | 0.00                | 0.000%             |
| 106   | Modified Combination Recessed Curb &<br>Grate Inlet (10'), remove old inlet/furnish and   | 30               | Each | 3,900.00           | 117,000.00 | 3,900.00   | 117,000.00 | 4,000.00   | 120,000.00 | 4,000.00   | 120,000.00 | 4,000.00   | 120,000.00 | 0.00                | 0.000%             |
| 107   | Standard Depressed Curb (5'), remove old inlet/furnish and install complete in place, pipe  | 30               | Each | 2,400.00           | 72,000.00  | 2,400.00   | 72,000.00  | 2,400.00   | 72,000.00  | 2,400.00   | 72,000.00  | 2,400.00   | 72,000.00  | 0.00                | 0.000%             |
| 108   | Standard Depressed Curb (10'), remove old inlet/furnish and install complete in place, pipe   | 30               | Each | 3,400.00           | 102,000.00 | 3,400.00   | 102,000.00 | 3,400.00   | 102,000.00 | 3,400.00   | 102,000.00 | 3,400,00   | 102,000.00 | 0.00                | 0.000%             |
| 109   | Increase Proposed Inlet Length by 5 Linear<br>Feet (Recessed Curb Inlet), contractor to bill  | 30               | Each | 300.00             | 9,000.00   | 300.00     | 9,000.00   | 300.00     | 9,000.00   | 300.00     | 9,000.00   | 300.00     | 9,000.00   | 0.00                | 0.000%             |
|       | Increase Proposed Inlet Length by 5 Linear<br>Feet (Modified Combination Recessed Curb<br>Inlet), contractor to bill for modified recessed    | 30               | Each | 300.00             | 9,000.00   | 300.00     | 9,000.00   | 300.00     | 9,000.00   | 300.00     | 9,000.00   | 300.00     | 9,000.00   | 0.00                | 0.000%             |
| 111   | Increase Proposed Inlet Length by 5 Linear<br>Feet (Standard Depressed Curb Inlet),<br>contractor to bill for standard depressed curb         | 30               | Each | 300.00             | 9,000.00   | 300.00     | 9,000.00   | 300.00     | 9,000.00   | 300.00     | 9,000.00   | 300.00     | 9,000.00   | 0.00                | 0.000%             |
| 112   | 5' inlet Extra Depth of Recessed/Standard   | 10               | LF   | 200.00             | 2,000.00   | 200.00     | 2,000.00   | 200.00     | 2,000.00   | 200.00     | 2,000.00   | 200.00     | 2,000.00   | 0.00                | 0.000%             |
| 113   | 10' inlet Extra Depth of Recessed/Standard  | 10               | LF   | 250.00             | 2,500.00   | 250.00     | 2,500.00   | 250.00     | 2,500.00   | 250.00     | 2,500.00   | 250.00     | 2,500.00   | 0.00                | 0.000%             |
| 114   | Remove and replace 5" inlet top. As approved  | 30               | Each | 1,500.00           | 45,000.00  | 1,500.00   | 45,000.00  | 1,600.00   | 48,000.00  | 1,600.00   | 48,000.00  | 1,600.00   | 48,000.00  | 0.00                | 0.000%             |
| 115   | Remove and replace 10" inlet top. As  | 30               | Each | 2,000.00           | 60,000.00  | 2,000.00   | 60,000.00  | 2,100.00   | 63,000.00  | 2,100.00   | 63,000.00  | 2,100.00   | 63,000.00  | 0.00                | 0.000%             |
| 116   | 5' x 5' Type "Y" (table top) inlet, furnish and install complete in place, pipe connections, as   | 30               | Each | 2,300.00           | 69,000.00  | 2,300.00   | 69,000.00  | 2,300.00   | 69,000.00  | 2,300.00   | 69,000.00  | 2,300.00   | 69,000.00  | 0.00                | 0.000%             |
| 117   | 4' x 4' Type "Y" (table top) inlet, furnish and install complete in place, pipe connections, as   | 30               | Each | 2,300.00           | 69,000.00  | 2,300.00   | 69,000.00  | 2,300.00   | 69,000.00  | 2,300.00   | 69,000.00  | 2,300.00   | 69,000.00  | 0.00                | 0.000%             |
| 118   | Type "A, B or E" Storm Drain Manhole,<br>furnish and install, complete in place, Ring and   | 300              | CY   | 200.00             | 60,000.00  | 200.00     | 60,000.00  | 200.00     | 60,000.00  | 200.00     | 60,000.00  | 200.00     | 60,000.00  | 0.00                | 0.000%             |
| 119   | Stacked Manhole Extension, as per details,<br>48" dia., Ring and Cover, collar around pipe,   | 50               | VF   | 40.00              | 2,000.00   | 40.00      | 2,000.00   | 40.00      | 2,000.00   | 40.00      | 2,000.00   | 40.00      | 2,000.00   | 0.00                | 0.000%             |

| Item# | Line Item Description  | Est.<br>Quantity | UOM    | Unit Price<br>2016 | Est Cost     | Unit Price | Est Cost      | Unit Price | Est Cost      | Unit Price | Est Cost      | Unit Price | Est Cost      | S Inc Over<br>2019 | % Inc Over<br>2019 |
|-------|--|------------------|--------|--------------------|--------------|------------|---------------|------------|---------------|------------|---------------|------------|---------------|--------------------|--------------------|
|       | Adjust Water Mains, Wastewater Mains,<br>Manholes, or other utility conflicts with the<br>storm drain pipe, furnish and install all<br>materials complete in place, contractor to be | 1%               | %      | 0.50               | 0.01         | 0.50       | 0.01          | 0.50       | 0.01          | 0.50       | 0.01          | 0.50       | 0.01.         | 0.00               | 0.000%             |
| 121   | Utility Pole Bracing, coordinating with<br>Franchise Utility Company, bracing pole or  | 25               | Each   | 10.00              | 250.00       | 10.00      | 250.00        | 10.00      | 250.00        | 10.00      | 250.00        | 10.00      | 250.00        | 0.00               | 0.000%             |
| 122   | Type A, B, or E, Storm Drain Manhole,<br>furnish and install complete in place, Ring and<br>Cover, pipe connections, 6.1-8'depth to  | 200              | LF     | 50.00              | 10,000.00    | 50.00      | 10,000.00     | 50.00      | 10,000.00     | 50.00      | 10,000.00     | 50.00      | 10,000.00     | 0.00               | 0,000%             |
| 123   | Type A, B, or E, Storm Drain Manhole,<br>furnish and install complete in place, Ring and<br>Cover, pipe connections, 8.1-10'depth to   | 200              | LF     | 50.00              | 10,000.00    | 50.00      | 10,000.00     | 50.00      | 10,000.00     | 50.00      | 10,000.00     | 50.00      | 10,000.00     | 0.00               | 0.000%             |
| 124   | Type A, B, or E, Storm Drain Manhole,<br>furnish and install complete in place, Ring and<br>Cover, pipe connections, 10.1-12'depth to  | 200              | LF     | 50.00              | 10,000.00    | 50.00      | 10,000.00     | 50.00      | 10,000.00     | 50.00      | 10,000.00     | 50.00      | 10,000.00     | 0.00               | 0.000%             |
| 125   | Type A, B, or E, Storm Drain Manhole,<br>furnish and install complete in place, Ring and<br>Cover, pipe connections, 12.1-14'depth to  | 200              | LF     | 50.00              | 10,000.00    | 50.00      | 10,000.00     | 50.00      | 10,000.00     | 50.00      | 10,000.00     | 50.00      | 10,000.00     | 0.00               | 0.000%             |
| 126   | Rock Filler Dam Type 1   | 100              | LF     | 10.00              | 1,000.00     | 10.00      | 1,000.00      | 10.00      | 1,000.00      | 10.00      | 1,000.00      | 10.00      | 1,000.00      | 0.00               | 0.000%             |
| 127   | Rock Filler Dam Type 2   | 100              | LF     | 10.00              | 1,000.00     | 10.00      | 1,000.00      | 10.00      | 1,000.00      | 10.00      | 1,000.00      | 10.00      | 1,000.00      | 0.00               | 0.000%             |
| 128   | Rock Filler Dam Type 3   | 100              | LF     | 10.00              | 1,000.00     | 10.00      | 1,000.00      | 10.00      | 1,000.00      | 10.00      | 1,000.00      | 10.00      | 1,000.00      | 0.00               | 0.000%             |
|       |  | ESTIMATI         | ED GRA | AND TOTAL          | 9,985,525.01 |            | 10,308,525.01 |            | 10,612,250.01 |            | 11,232,500.01 |            | 11,356,750.01 |                    | 1.11%              |



Jan 2020

A CERTIFIED WBE COMPANY

To: Santos Construction Inc. Attn: Yesenia Santos Casas Phone: 972.296.5813

RE: Concrete Price: Price Increase for 2020 as Discussed.

Cowtown Redi-Mix Concrete: April 2020 Price Increase proposed for use in your business. Increase is as follows:

The Estimated Price Increase Is, \$5.00 per yard. Based on Our suppliers and market demand.

Increase will hold until Dec 1st 2020, at which time \$6.00 / Or Negotiated increase will be added Jan 2021 .

### Added Value Products:

 ▶ Ice for cooling
 up to
 \$ 30.00/cu yd.

 ▶ Accelerator (non chloride)
 \$ 12.00/cu yd.

 ▶ Fiber mesh 3/4
 \$7.00/cu yd.

 ▶ Calcium 1%
 \$ 2.00/cu yd.

 ▶ Heating if available
 \$ 12.00/cu yd.

Regards,

Max Ulrich 817-454-2371





For Release: Monday, January 06, 2020

20-7-DAL

SOUTHWEST INFORMATION OFFICE: Dallas, Texas

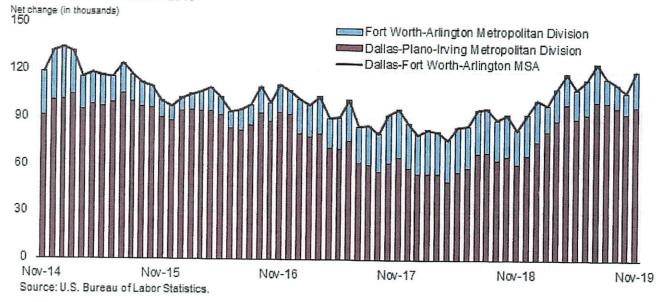
Technical information: (972) 850-4800 BLSInfoDallas@bls.gov www.bls.gov/regions/southwest

Media contact: (972) 850-4800

## Dallas-Fort Worth Area Employment — November 2019

Total nonfarm employment in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area stood at 3,870,400 in November 2019, up 120,700 over the year, the U.S. Bureau of Labor Statistics reported today. From November 2018 to November 2019, local nonfarm employment rose 3.2 percent compared to the national rate of 1.5 percent. (See chart 1 and table 1.) Assistant Commissioner for Regional Operations Stanley W. Suchman noted that among the 12 largest metropolitan areas in the country, Dallas ranked first in both the number of jobs added over the year and the annual rate of job growth. (See chart 3 and table 2; the Technical Note at the end of this release contains the metropolitan area definitions. All data in this release are not seasonally adjusted; accordingly, over-the-year analysis is used throughout.)

Chart 1. Total nonfarm employment, over-the-year net change in the Dallas metropolitan area and its divisions, November 2014-November 2019



The Dallas-Fort Worth-Arlington Metropolitan Statistical Area consists of two metropolitan divisions separately identifiable employment centers within the larger metropolitan area. The Dallas-Plano-Irving Metropolitan Division, which accounted for 72 percent of the area's workforce, added 97,800 jobs from November a year ago, an increase of 3.7 percent. The Fort Worth-Arlington Metropolitan Division, which accounted for the remaining 28 percent of the area's workforce, added 22,900 jobs during the 12-month period, a gain of 2.1 percent.

### Industry employment

Professional and business services added 22,000 jobs in the area from November 2018 to November 2019, the largest gain of any local supersector. The Dallas-Plano-Irving metropolitan division was responsible for the entire local area gain in this sector, as the Fort Worth-Arlington division lost 1,000 jobs over the year. The Dallas-Fort Worth-Arlington area's 3.5-percent annual rate of job growth in this supersector compared to the U.S. increase of 2.0 percent. (See chart 2.)

Employment was up 18,100 over the year in education and health services in Dallas-Fort Worth-Arlington. The area's 4.0-percent rate of job growth compared to the U.S. rate of 2.9 percent. Both metropolitan divisions gained jobs over the year, but growth was particularly strong in the ambulatory health care services industry in Dallas-Plano-Irving, which added 8,100 jobs.

Mining, logging, and construction added 17,300 jobs locally, a 7.7-percent gain over the year. The Dallas-Plano-Irving metropolitan division added jobs at a faster pace than the Fort Worth-Arlington area, as employment in this sector expanded 10.4 percent and 2.5 percent, respectively.

Dallas-Fort Worth-Arlington added 17,100 jobs in leisure and hospitality from November 2018 to November 2019. The local 4.4-percent annual growth rate compared to the national increase of 2.6 percent. The leisure and hospitality supersector registered growth in both metropolitan divisions as employment rose 5.1 percent in Fort Worth-Arlington and 4.1 percent in Dallas-Plano-Irving.

Trade, transportation, and utilities, Dallas-Fort Worth-Arlington's largest supersector, added 16,400 jobs from November 2018 to November 2019. Locally, employment rose in all three sub-sectors: retail trade (+6,300); wholesale trade (+5,900); and transportation, warehousing, and utilities (+4,200). The 2.0-percent rate of local job growth compared to the national gain of 0.4 percent.

Financial activities added 15,400 jobs from November a year ago. The local 5.1-percent rate of annual job growth compared to the national rate of 1.4 percent. Both metropolitan areas contributed to the supersector's job gain.

Percent change 6.0 ■United States ■Dallas-Fort Worth-Arlington 5.1 5.0 4.4 4.0 4.0 3.5 3.2 2.9 3.0 2.6 2.5 2.1 2.0 2.0 2.0 1.5 1.4 1.4 1.2 0.7 1.0 0.6 0.4 0.4 0.0 Total Professional Education Leisure & Trade, Financial Manu-Govern Other non farm & business & health hospitality facturing mation tan sports fon, ment services services & utilities

Chart 2. Total nonfarm and selected industry supersector employment, over-the-year percent change, United States and the Dallas-Fort Worth-Arlington metropolitan area, November 2019

Source: U.S. Bureau of Labor Statistics.

Three other local sectors had annual job gains ranging from 6,000 to 3,100 from November 2018 to November 2019: manufacturing (+6,000), government (+5,300), and other services (+3,100).

## Employment in the 12 largest metropolitan areas

Dallas-Fort Worth-Arlington was 1 of the nation's 12 largest metropolitan statistical areas in November 2019. All 12 areas had over-the-year job growth during the period, with the rates of job growth in 8 areas at or above the national average of 1.5 percent. Dallas had the fastest rate of job growth, up 3.2 percent, followed by Houston-The Woodlands-Sugar Land (+2.7 percent), and Phoenix-Mesa-Scottsdale (+2.6 percent). Chicago-Naperville-Elgin had the slowest rate of annual job growth, up 0.6 percent. (See chart 3 and table 2.)

Percent change 3.5 3.2 3.0 2.7 2.6 2.4 2.5 2.2 1.8 2.0 1.5 1.5 1.5 1.4 1.5 1.0 1.0 1.0 0.6 0.5 0.0 United Dallas Miami Houston New Phila-Phoenix San Washington States Angeles York Francisco delphia

Chart 3. Total nonfarm employment, over-the-year percent change, United States and 12 largest metropolitan areas, November 2019

Source: U.S. Bureau of Labor Statistics.

Dallas added the largest number of jobs over the year, 120,700, followed by New York-Newark-Jersey City with 99,400 jobs. Chicago had the smallest employment gain over the year, adding 28,600 jobs, followed by Philadelphia-Camden-Wilmington with 29,000 jobs. Annual gains in the remaining eight metropolitan areas ranged from 96,000 in Los Angeles-Long Beach-Anaheim to 39,000 in Boston-Cambridge-Nashua.

Over the year, education and health services added the most jobs in seven areas: Atlanta-Sandy Springs-Roswell, Boston, Chicago, Los Angeles, Miami-Fort Lauderdale-West Palm Beach, New York, and Phoenix. Professional and business services added the most jobs in the other five areas: Dallas, Houston, Philadelphia, San Francisco-Oakland-Hayward, and Washington-Arlington-Alexandria.

The information sector lost the most jobs in three areas: Houston, Phoenix, and Washington. Atlanta and Dallas were the only areas to have no job losses in any supersector from November 2018 to November 2019.

Metropolitan area employment data for December 2019 are scheduled to be released on Friday, January 24, 2020, at 10:00 a.m. (ET).

### **Technical Note**

This release presents nonfarm payroll employment estimates from the Current Employment Statistics (CES) program. The CES survey is a Federal-State cooperative endeavor between State employment security agencies and the Bureau of Labor Statistics.

**Definitions.** Employment data refer to persons on establishment payrolls who receive pay for any part of the pay period that includes the 12th of the month. Persons are counted at their place of work rather than at their place of residence; those appearing on more than one payroll are counted on each payroll. Industries are classified on the basis of their principal activity in accordance with the 2017 version of the North American Industry Classification System.

Method of estimation. CES State and Area employment data are produced using several estimation procedures. Where possible these data are produced using a "weighted link relative" estimation technique in which a ratio of current-month weighted employment to that of the previous-month weighted employment is computed from a sample of establishments reporting for both months. The estimates of employment for the current month are then obtained by multiplying these ratios by the previous month's employment estimates. The weighted link relative technique is utilized for data series where the sample size meets certain statistical criteria.

For some employment series, the sample of establishments is very small or highly variable. In these cases, a model-based approach is used in estimation. These models use the direct sample estimates (described above), combined with forecasts of historical (benchmarked) data to decrease volatility in estimation. Two different models (Fay-Herriot Model and Small Domain Model) are used depending on the industry level being estimated. For more detailed information about each model, refer to the BLS Handbook of Methods.

Annual revisions. Employment estimates are adjusted annually to a complete count of jobs, called benchmarks, derived principally from tax reports that are submitted by employers who are covered under state unemployment insurance (UI) laws. The benchmark information is used to adjust the monthly estimates between the new benchmark and the preceding one and also to establish the level of employment for the new benchmark month. Thus, the benchmarking process establishes the level of employment, and the sample is used to measure the month-to-month changes in the level for the subsequent months.

Reliability of the estimates. The estimates presented in this release are based on sample surveys, administrative data, and modeling and, thus, are subject to sampling and other types of errors. Sampling error is a measure of sampling variability—that is, variation that occurs by chance because a sample rather than the entire population is surveyed. Survey data also are subject to nonsampling errors, such as those which can be introduced into the data collection and processing operations. Estimates not directly derived from sample surveys are subject to additional errors resulting from the specific estimation processes used. The sums of individual items may not always equal the totals shown in the same tables because of rounding.

Employment estimates. Measures of sampling error for the total nonfarm employment series are available for metropolitan areas and metropolitan divisions at <a href="https://www.bls.gov/web/laus/790stderr.htm">www.bls.gov/web/laus/790stderr.htm</a>. Measures of sampling error for more detailed series at the area and division level are available upon request. Measures of sampling error for states at the supersector level and for the private service-providing, goods-producing, total private and total nonfarm levels are available on the BLS website at <a href="https://www.bls.gov/web/laus/790stderr.htm">www.bls.gov/web/laus/790stderr.htm</a>. Information on recent benchmark revisions is available online at <a href="https://www.bls.gov/web/laus/benchmark.pdf">www.bls.gov/web/laus/benchmark.pdf</a>.

**Area definitions.** The substate area data published in this release reflect the delineations issued by the U.S. Office of Management and Budget, dated April 10, 2018. A detailed list of the geographic definitions is available at www.bls.gov/lau/lausmsa.htm.

The Dallas-Fort Worth-Arlington Metropolitan Statistical Area includes Collin, Dallas, Denton, Ellis, Hood, Hunt, Johnson, Kaufman, Parker, Rockwall, Somervell, Tarrant, and Wise Counties in Texas.

The **Dallas-Plano-Irving Metropolitan Division** includes Collin, Dallas, Denton, Ellis, Hunt, Kaufman, and Rockwall Counties in Texas.

The Fort Worth-Arlington Metropolitan Division includes Hood, Johnson, Parker, Somervell, Tarrant, and Wise Counties in Texas.

### Additional information

More complete information on the technical procedures used to develop these estimates and additional data appear in *Employment and Earnings*, which is available online at www.bls.gov/opub/ee/home.htm. Detailed industry employment data for metropolitan areas from the CES program are available from the State and Area Employment databases at www.bls.gov/sae/data/home.htm.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Employees on nonfarm payrolls by industry supersector, United States and Dallas-Fort Worth-Arlington metropolitan area and its components, not seasonally adjusted (numbers in thousands)

| Area and Industry   | Nov.<br>2018   | Sep.    | Oct.    | Nov.             | Nov. 2018 to<br>Nov. 2019(p) |            |
|---|----------------|---------|---------|------------------|------------------------------|------------|
| United States   | 2018 2019 2019 |         | 2019(p) | Net change       | Percent change               |            |
| Total nonfarm   |                |         |         |                  |                              |            |
| Mining and logging  | 151,375        | 152,016 | 153,002 | 153,624          | 2,249                        | 1.5        |
| Construction  | 751            | 754     | 760     | 747              | -4                           | -0.        |
| Manufacturing   | 7,457          | 7,697   | 7,715   | 7,602            | 145                          | 1.9        |
| Trade, transportation, and utilities                          | 12,783         | 12,884  | 12,819  | 12,862           | 79                           | 0.0        |
| Information   | 28,387         | 27,703  | 27,914  | 28,500           | 113                          | 0.4        |
| Financial activities  | 2,854          | 2,822   | 2,828   | 2,865            | 11                           | 0.4        |
| Professional and business services                            | 8,609          | 8,705   | 8,732   | 8,728            | 119                          | 1.4        |
| Education and health services                                 | 21,444         | 21,625  | 21,825  | 21,869           | 425                          | 2.0        |
| Leisure and hospitality                                       | 24,089         | 24,349  | 24,652  | 24,784           | 695                          | 2.9        |
| Other services  | 16,182         | 16,922  | 16,806  | 16,601           | 419                          | 2.6        |
| Government  | 5,859          | 5,933   | 5,945   | 5,942            | 83                           | 1.4        |
| Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area | 22,960         | 22,622  | 23,006  | 23,124           | 164                          | 0.7        |
| Total nonfarm   | 3,749.7        | 3,810.3 | 3,837.2 | 2 070 4          |                              |            |
| Mining, logging, and construction                             | 224.6          | 237.8   | 242.1   | 3,870.4<br>241.9 | 120.7                        | 3.2        |
| Manufacturing   | 282.7          | 288.2   | 283.7   |                  | 17.3                         | 7.7        |
| Trade, transportation, and utilities                          | 813.1          | 796.6   | 805.9   | 288.7            | 6.0                          | 2.1        |
| Information   | 82.7           | 81.2    | 81.8    | 829.5            | 16.4                         | 2.0        |
| Financial activities  | 304.6          | 319.5   | 319.6   | 82.7             | 0.0                          | 0.0        |
| Professional and business services                            | 625.4          | 648.6   | 648.8   | 320.0            | 15.4                         | 5.1        |
| Education and health services                                 | 454.7          | 466.1   |         | 647.4            | 22.0                         | 3.5        |
| Leisure and hospitality                                       | 387.4          | 402.5   | 470.9   | 472.8            | 18.1                         | 4.0        |
| Other services  | 125.4          | 128.0   | 403.9   | 404.5            | 17.1                         | 4.4        |
| Government  | 449.1          | 441.8   | 128.7   | 128.5            | 3.1                          | 2.5        |
| allas-Plano-Irving, TX Metropolitan<br>ivision                | 775.7          | 441.8   | 451.8   | 454.4            | 5.3                          | 1.2        |
| Total nonfarm   | 2,674.8        | 2,732.2 | 2,752.8 | 2.772.6          | 97.8                         | 0.7        |
| Mining, logging, and construction                             | 148.0          | 161.2   | 163.2   | 163.4            | 15.4                         | 3.7        |
| Manufacturing   | 181.9          | 185.5   | 185.5   | 185.7            | 3.8                          | 10.4       |
| Trade, transportation, and utilities                          | 542.9          | 530.8   | 539.2   | 554.3            | 11.4                         | 2.1        |
| Information   | 71.6           | 70.4    | 71.0    | 71.8             | 0.2                          | 2.1        |
| Financial activities  | 242.9          | 254.8   | 254.8   | 255.3            | 12.4                         | 0.3        |
| Professional and business services                            | 509.5          | 534.2   | 535.1   | 532.5            | 23.0                         | 5.1        |
| Education and health services                                 | 316.1          | 325.1   | 327.0   | 330.0            | 13.9                         | 4.5        |
| Leisure and hospitality                                       | 267.2          | 277.1   | 278.5   | 278.2            | 11.0                         | 4.4        |
| Other services  | 87.0           | 88.4    | 88.6    | 89.0             | 1                            | 4.1        |
| Government  | 307.7          | 304.7   | 309.9   | 312.4            | 2.0                          | 2.3        |
| ort Worth-Arlington, TX Metropolitan                          |                | 304.7   | 309.9   | 312.4            | 4.7                          | 1.5        |
| Total nonfarm   | 1,074.9        | 1,078.1 | 1,084.4 | 1,097.8          | 22.9                         | 2.1        |
| Mining, logging, and construction                             | 76.6           | 76.6    | 78.9    | 78.5             | 1.9                          | 2.5        |
| Manufacturing   | 100.8          | 102.7   | 98.2    | 103.0            | 2.2                          | 2.2        |
| Trade, transportation, and utilities                          | 270.2          | 265.8   | 266.7   | 275.2            | 5.0                          | 1.9        |
| Information   | 11.1           | 10.8    | 10.8    | 10.9             | -0.2                         | -1.8       |
| Financial activities  | 61.7           | 64.7    | 64.8    | 64.7             | 3.0                          | 4.9        |
| Professional and business services                            | 115.9          | 114.4   | 113.7   | 114.9            | -1.0                         | -0.9       |
| Education and health services                                 | 138.6          | 141.0   | 143.9   | 142.8            | 4.2                          | 3.0        |
| Leisure and hospitality                                       | 120.2          | 125.4   | 125.4   | 126.3            | 6.1                          | 5.0<br>5.1 |
| Other services  | 38.4           | 39.6    | 40.1    | 39.5             | 1.1                          | 2.9        |
| Government  | 141.4          | 137.1   | 141.9   | 142.0            | 0.6                          | 0.4        |

<sup>(</sup>p) preliminary

Table 2. Employees on nonfarm payrolls by industry supersector, 12 largest metropolitan areas, not seasonally adjusted (numbers in thousands)

| Area and Industry                    | Nov.<br>2018    | Sep.<br>2019    | Oct.            | Nov.            | Nov. 2018 to<br>Nov. 2019(p) |                |
|--------------------------------------|-----------------|-----------------|-----------------|-----------------|------------------------------|----------------|
|                                      | 2010            | 8 2019 2019     |                 | 2019(p)         | Net change                   | Percent change |
| Atlanta-Sandy Springs-Roswell, GA    |                 |                 |                 |                 |                              | Glange         |
| Total nonfarm                        | 2,826.7         | 2,851.9         | 2,873.5         | 2,887.9         | 61.2                         | 2.2            |
| Mining and logging                   | 1.6             | 1.6             | 1.6             | 1.6             | 0.0                          | 0.0            |
| Construction                         | 128.3           | 133.6           | 134.0           | 134.0           | 5.7                          | 4.4            |
| Manufacturing                        | 172.2           | 175.7           | 175.3           | 174.8           | 2.6                          | 1.5            |
| Trade, transportation, and utilities | 617.0           | 606.7           | 611.7           | 624.4           | 7.4                          | 1.2            |
| Information                          | 98.7            | 97.9            | 99.9            | 101.9           | 3.2                          | 3.2            |
| Financial activities                 | 174.8           | 176.1           | 175.5           | 175.4           | 0.6                          | 0.3            |
| Professional and business services   | 538.4           | 539.3           | 545.0           | 546.3           | 7.9                          | 1.5            |
| Education and health services        | 360.4           | 369.1           | 372.6           | 375.3           | 14,9                         | 4.1            |
| Leisure and hospitality              | 298.7           | 311.9           | 315.9           | 311.3           | 12.6                         | 4.2            |
| Other services                       | 97.4            | 98.4            | 98.4            | 98.2            | 0.8                          | 0.8            |
| Government                           | 339.2           | 341.6           | 343.6           | 344.7           | 5.5                          | 1.6            |
| Boston-Cambridge-Nashua, MA-NH       |                 |                 |                 |                 | 5.5                          | 7.0            |
| Total nonfarm                        | 2,796.5         | 2,809.4         | 2,834.9         | 2,835.5         | 39.0                         | 1.4            |
| Mining, logging, and construction    | 119.2           | 121.9           | 123.5           | 122.4           | 3.2                          | 2.7            |
| Manufacturing                        | 187.8           | 187.2           | 187.7           | 188.1           | 0.3                          | 0.2            |
| Trade, transportation, and utilities | 433.4           | 420.0           | 423.6           | 429.4           | 4.0                          | -0.9           |
| Information                          | 81.4            | 83.5            | 83.6            | 84.1            | 2.7                          |                |
| Financial activities                 | 182.9           | 185.1           | 185.0           | 185.2           | 2.3                          | 3.3<br>1.3     |
| Professional and business services   | 507.1           | 514.5           | 519.0           | 517.3           | 10.2                         |                |
| Education and health services        | 593.2           | 595,7           | 608.4           | 610.4           | 17.2                         | 2.0<br>2.9     |
| Leisure and hospitality              | 266.3           | 281.8           | 279.8           | 272.0           | 5.7                          |                |
| Other services                       | 103.0           | 103.7           | 104.3           | 103.6           | 0.6                          | 2.1            |
| Government                           | 322.2           | 316.0           | 320.0           | 323.0           | 0.8                          | 0.6            |
| hicago-Naperville-Eigin, IL-IN-WI    |                 | 3.0.0           | 020.0           | 323.0           | 0.8                          | 0.2            |
| Total nonfarm                        | 4,820,0         | 4,821.1         | 4,860.4         | 4,848.6         | 20.0                         |                |
| Mining and logging                   | 1.6             | 1.6             | 1.7             | 1.6             | 28.6                         | 0.6            |
| Construction                         | 184.7           | 189.1           | 189.1           | 182.6           | 0.0                          | 0.0            |
| Manufacturing                        | 423.7           | 426.0           | 426.1           | 424.8           | -2.1                         | -1.1           |
| Trade, transportation, and utilities | 978.3           | 955.1           | 963.6           | 976.0           | 1.1                          | 0.3            |
| Information                          | 75.9            | 73.5            | 74.5            | 73.9            | -2.3                         | -0.2           |
| Financial activities                 | 314.1           | 313.9           | 315.5           | 315.7           | -2.0                         | -2.6           |
| Professional and business services   | 862.0           | 857.9           | 863.4           | 856.7           | 1.6<br>-5.3                  | 0.5            |
| Education and health services        | 747.7           | 745.4           |                 |                 |                              | -0.6           |
| Leisure and hospitality              | 480.3           | 505.5           | 761.1<br>504.1  | 763.3<br>490.6  | 15.6                         | 2.1            |
| Other services                       | 198.2           | 198.7           | 198.9           | 199.1           | 10.3                         | 2.1            |
| Government                           | 553.5           | 554.4           | 562.4           |                 | 0.9                          | 0.5            |
| alias-Fort Worth-Arlington, TX       | 500.0           | 004.4           | 562.4           | 564.3           | 10.8                         | 2.0            |
| Total nonfarm                        | 3,749.7         | 3.810.3         | 2 027 2         | 2 070 4         | 400.7                        |                |
| Mining, logging, and construction    | 224.6           | 237.8           | 3,837.2         | 3,870.4         | 120.7                        | 3.2            |
| Manufacturing                        | 282.7           | 288.2           | 242.1<br>283.7  | 241.9           | 17.3                         | 7.7            |
| Trade, transportation, and utilities | 813.1           | 796.6           | 805.9           | 288.7           | 6.0                          | 2.1            |
| Information                          | 82.7            | 81.2            |                 | 829.5           | 16.4                         | 2.0            |
| Financial activities                 | 304.6           | 319.5           | 81.8            | 82.7            | 0.0                          | 0.0            |
| Professional and business services   | 625.4           | 648.6           | 319.6           | 320.0           | 15.4                         | 5.1            |
| Education and health services        | 454.7           | 466.1           | 648.8           | 647.4           | 22.0                         | 3.5            |
| Leisure and hospitality              | 387.4           | 402.5           | 470.9           | 472.8           | 18.1                         | 4.0            |
| Other services                       | 125.4           | 128.0           | 403.9           | 404.5           | 17.1                         | 4.4            |
| Government                           | 449.1           |                 | 128.7           | 128.5           | 3.1                          | 2.5            |
| ouston-The Woodlands-Sugar Land, TX  | 449.1           | 441.8           | 451.8           | 454.4           | 5.3                          | 1.2            |
| Total nonfarm                        | 2 127 6         | 2 172 0         | 2 204 4         | 0.000 4         |                              |                |
| Mining and logging                   | 3,137.6<br>81.3 | 3,173.9<br>87.4 | 3,204.1<br>88.2 | 3,223.1<br>87.6 | 85.5<br>6.3                  | 2.7            |

Note: See footnotes at end of table.

Table 2. Employees on nonfarm payrolls by industry supersector, 12 largest metropolitan areas, not seasonally adjusted (numbers in thousands) - Continued

| Area and Industry                             | Nov.<br>2018 | Sep.    | Oct.           | Nov.           | Nov. 2018 to<br>Nov. 2019(p) |                        |
|---|--------------|---------|----------------|----------------|------------------------------|------------------------|
|   | 2010         | 2019    | 2019           | 2019(p)        | Net change                   | Percent change         |
| Construction                                  | 226.8        | 232.2   | 231.8          | 231.3          | 4.5                          | 2.                     |
| Manufacturing                                 | 234.4        | 241.4   | 241.1          | 241.0          | 6.6                          | 2.<br>2.               |
| Trade, transportation, and utilities          | 641.2        | 626.5   | 633.1          | 649.1          | 7.9                          | 1.                     |
| Information                                   | 31.7         | 29.7    | 29.8           | 29.8           | -1.9                         | -6.                    |
| Financial activities                          | 164.3        | 168.0   | 168.7          | 168.0          | 3.7                          | - <del>0</del> .<br>2. |
| Professional and business services            | 502.3        | 521.0   | 530.6          | 528.7          | 26.4                         | 2.<br>5.               |
| Education and health services                 | 399.4        | 404.6   | 408.8          | 412.4          | 13.0                         |                        |
| Leisure and hospitality                       | 321.7        | 329.1   | 331.1          | 328.6          | 6.9                          | 3.                     |
| Other services                                | 113.4        | 120.3   | 119.8          | 120.8          | 7.4                          | 2.<br>6.               |
| Government                                    | 421.1        | 413.7   | 421.1          | 425.8          | 4.7                          |                        |
| Los Angeles-Long Beach-Anaheim, CA            |              |         | 72             | 423.5          | 4./                          | 1.                     |
| Total nonfarm                                 | 6,247.2      | 6,249.5 | 6,302.2        | 6,343.2        | 96.0                         |                        |
| Mining and logging                            | 2.4          | 2.4     | 2.4            | 2.4            | 0.0                          | 1.9                    |
| Construction                                  | 257.6        | 271.2   | 272.6          | 267.1          | 9.5                          | 0.0                    |
| Manufacturing                                 | 501.5        | 505.0   | 504.0          | 503.3          | 1.8                          | 3.7                    |
| Trade, transportation, and utilities          | 1,139.6      | 1,111.0 | 1,118.3        | 1,146.4        | í                            | 0.4                    |
| Information                                   | 250.4        | 242.2   | 241.4          | 249.4          | 6.8                          | 0.6                    |
| Financial activities                          | 342.1        | 341.4   | 344.5          | 345.7          | -1.0                         | -0.4                   |
| Professional and business services            | 952.5        | 962.4   | 966.4          | 968.4          | 3.6                          | 1.1                    |
| Education and health services                 | 1,063.5      | 1,085.7 | 1,095.4        |                | 15.9                         | 1.7                    |
| Leisure and hospitality                       | 758.4        | 776.8   | •              | 1,099.7        | 36.2                         | 3.4                    |
| Other services                                | 214.2        | 211.5   | 782.3          | 779.5          | 21.1                         | 2.8                    |
| Government                                    | 765.0        | 739.9   | 213.2<br>761.7 | 211.5<br>769.8 | -2.7                         | -1.3                   |
| Miami-Fort Lauderdale-West Palm Beach,<br>FL  | B            |         |                | , 65.5         | 4.8                          | 0.6                    |
| Total nonfarm                                 | 2,735.0      | 2,730.9 | 2,755.3        | 2,775.1        | 40.1                         | 1.5                    |
| Mining and logging                            | 0.7          | 0.7     | 0.7            | 0.7            | 0.0                          | 0.0                    |
| Construction                                  | 141.6        | 144.8   | 144.9          | 145.0          | 3.4                          | 2.4                    |
| Manufacturing                                 | 92.0         | 90.0    | 89.7           | 89.3           | -2.7                         | -2.9                   |
| Trade, transportation, and utilities          | 625.4        | 606.3   | 614.4          | 626.2          | 0.8                          | 0.1                    |
| Information                                   | 51.7         | 49.9    | 50.3           | 50.7           | -1.0                         | -1.9                   |
| Financial activities                          | 186.1        | 187.4   | 188.5          | 189.3          | 3.2                          | 1.7                    |
| Professional and business services            | 454.6        | 463.0   | 463.4          | 461.9          | 7.3                          | 1.6                    |
| Education and health services                 | 407.7        | 419.1   | 424.5          | 424.9          | 17.2                         | 4.2                    |
| Leisure and hospitality                       | 332.6        | 326.6   | 330.5          | 336.4          | 3.8                          | 1.1                    |
| Other services                                | 124.5        | 125.5   | 126.1          | 127.3          | 2.8                          | 2.2                    |
| Government                                    | 318.1        | 317.6   | 322.3          | 323.4          | 5.3                          | 1.7                    |
| lew York-Newark-Jersey City, NY-NJ-PA         |              |         |                |                |                              |                        |
| Total nonfarm                                 | 9,980.7      | 9,919.3 | 10,017.1       | 10,080.1       | 99.4                         | 1.0                    |
| Mining, logging, and construction             | 417.5        | 431.5   | 427.1          | 422.5          | 5.0                          | 1.2                    |
| Manufacturing                                 | 362.8        | 361.9   | 360.0          | 362.0          | -0.8                         | -0.2                   |
| Trade, transportation, and utilities          | 1,787.3      | 1,732.6 | 1,745.7        | 1,783.7        | -3.6                         | -0.2                   |
| Information                                   | 295.6        | 294.7   | 292.7          | 296.4          | 0.8                          | 0.3                    |
| Financial activities                          | 778.4        | 768.7   | 768.3          | 770.8          | -7.6                         | -1.0                   |
| Professional and business services            | 1,597.3      | 1,587.1 | 1,603.6        | 1,602.1        | 4.8                          | 0.3                    |
| Education and health services                 | 2,043.5      | 2,032.5 | 2,087.6        | 2,109.3        | 65.8                         | 3.2                    |
| Leisure and hospitality                       | 921.4        | 970.1   | 953.1          | 946.8          | 25.4                         | 2.8                    |
| Other services                                | 428.8        | 428.5   | 435.1          | 433.0          | 4.2                          | 1.0                    |
| Government                                    | 1,348.1      | 1,311.7 | 1,343.9        | 1,353.5        | 5.4                          | 0.4                    |
| hiladelphia-Camden-Wilmington, PA-NJ-<br>E-MD |              | ,       | 1,5.5.5        | .,555.5        | 5.4                          | 0.4                    |
| Total nonfarm                                 | 2,982.3      | 2,985.6 | 3,002.6        | 3,011.3        | 29.0                         | 1.0                    |
| Mining, logging, and construction             | 122.1        | 126.9   | 127.0          | 123.4          | 1.3                          | 1.1                    |
| Manufacturing                                 | 182.1        | 181.7   | 181.5          | 181.8          | -0.3                         | -0.2                   |

Note: See footnotes at end of table.

Table 2. Employees on nonfarm payrolls by industry supersector, 12 largest metropolitan areas, not seasonally adjusted (numbers in thousands) - Continued

| Area and Industry                       | Nov.<br>2018 | Sep.           | Oct.          | Nov.    | Nov. 20<br>Nov. 20 |                |
|---|--------------|----------------|---------------|---------|--------------------|----------------|
| Toda America                            | 2016         | 2019           | 2019          | 2019(p) | Net change         | Percent change |
| Trade, transportation, and utilities    | 535.7        | 520.1          | 525.5         | 536.2   | 0.5                | 0.1            |
| Information                             | 48.6         | 48.3           | 48.4          | 48.6    | 0.0                | 0.0            |
| Financial activities                    | 216.6        | 219.2          | 220.2         | 220.5   | 3.9                | 1,8            |
| Professional and business services      | 471.6        | 477.9          | 478.1         | 480.7   | 9.1                | 1.9            |
| Education and health services           | 670.8        | 667.8          | 675.4         | 678.4   | 7.6                | 1.1            |
| Leisure and hospitality                 | 267.9        | 281.1          | 278.6         | 273.1   | 5.2                | 1.9            |
| Other services                          | 121.8        | 123.3          | 123.0         | 121.8   | 0.0                | 0.0            |
| Government                              | 345.1        | 339.3          | 344.9         | 346.8   | 1.7                | 0.5            |
| Phoenix-Mesa-Scottsdale, AZ             | 1            | ŀ              | 1             | 1       |                    | 0.0            |
| Total nonfarm                           | 2,169.3      | 2,176.4        | 2,203.0       | 2,225,8 | 56.5               | 2.6            |
| Mining and logging                      | 3.7          | 3.5            | 3.5           | 3.6     | -0.1               | -2.7           |
| Construction                            | 129.9        | 138.4          | 138.3         | 136.5   | 6.6                | 5.1            |
| Manufacturing                           | 130.4        | 136.8          | 137.0         | 137.2   | 6.8                | 5.2            |
| Trade, transportation, and utilities    | 420.1        | 412.1          | 419.2         | 432.6   | 12.5               | 3.0            |
| Information                             | 38.9         | 37.8           | 38.3          | 38.2    | -0.7               | -1.8           |
| Financial activities                    | 193.5        | 195.5          | 197.8         | 197.3   | 3.8                | 2.0            |
| Professional and business services      | 366.4        | 362.9          | 368.7         | 373.8   | 7.4                |                |
| Education and health services           | 335.2        | 341.9          | 344.5         | 349.3   | 14.1               | 2.0            |
| Leisure and hospitality                 | 231.7        | 230.0          | 235.0         | 234.7   | 3.0                | 4.2            |
| Other services                          | 71.2         | 71.9           | 73.8          | 74.6    | 1                  | 1.3            |
| Government                              | 248.3        | 245.6          | 246.9         | 248.0   | 3.4                | 4.8            |
| San Francisco-Oakland-Hayward, CA       | 2.0.0        | 240.0          | 240.9         | 240.0   | -0.3               | -0.1           |
| Total nonfarm                           | 2,479.2      | 2,511.2        | 2,528.0       | 2,538.7 | 50.5               |                |
| Mining and logging                      | 0.3          | 0.3            | 0.3           | 0.3     | 59.5               | 2.4            |
| Construction                            | 129.0        | 136.3          | 135.4         | 134.0   | 0.0                | 0.0            |
| Manufacturing                           | 144.0        | 144.3          | 143.9         | 144.3   | 5.0                | 3.9            |
| Trade, transportation, and utilities    | 388.9        | 378.8          | 380.8         | 389.1   | 0.3                | 0.2            |
| Information                             | 117.7        | 122.7          | 123.0         | 123.8   | 0.2                | 0.1            |
| Financial activities                    | 142.1        | 146.5          | 147.5         | 147.7   | 6.1                | 5.2            |
| Professional and business services      | 504.9        | 519.5          | 524.5         | 1       | 5.6                | 3.9            |
| Education and health services           | 361.2        | 369.6          |               | 524.1   | 19.2               | 3.8            |
| Leisure and hospitality                 | 274.9        | 284.0          | 373.7         | 375.2   | 14.0               | 3.9            |
| Other services                          | 88.4         | 85.4           | 283.7         | 282.3   | 7.4                | 2.7            |
| Government                              | 327.8        | 323.8          | 85.9          | 86.0    | -2.4               | -2.7           |
| Washington-Arlington-Alexandria, DC-VA- | 327.0        | 323.6          | 329.3         | 331.9   | 4.1                | 1.3            |
| Total nonfarm                           | 3.323.8      | 3,338.7        | 3,363.7       | 2 204 0 | 64.4               | 4.0            |
| Mining, logging, and construction       | 163.0        | 165.6          |               | 3,384.9 | 61.1               | 1.8            |
| Manufacturing                           | 55.2         | 55.0           | 164.6<br>55.8 | 164.9   | 1.9                | 1.2            |
| Trade, transportation, and utilities    | 413.7        | 399.8          | 1             | 56.2    | 1.0                | 1.8            |
| Information                             | 74.1         | 72.9           | 402.9         | 414.1   | 0.4                | 0.1            |
| Financial activities                    | 155.8        | 157.1          | 73.9          | 72.8    | -1.3               | -1.8           |
| Professional and business services      | 762.5        | •              | 158.6         | 157.6   | 1.8                | 1.2            |
| Education and health services           | 450.9        | 774.2<br>451.3 | 783.2         | 787.3   | 24.8               | 3.3            |
| Leisure and hospitality                 | 332.1        | 451.3<br>353.7 | 455.4         | 459.2   | 8.3                | 1.8            |
| Other services                          | 208.9        | 208.5          | 353.8         | 352.5   | 20.4               | 6.1            |
| Government                              |              | •              | 209.4         | 209.1   | 0.2                | 0.1            |
|   | 707.6        | 700.6          | 706.1         | 711.2   | 3.6                | 0.5            |

(p) preliminary



City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-9760 Version: 1 Name: License for KEITH T. LEWIS AND DANA R. LEWIS,

to allow for the encroachment of a detached garage

at 22 Heritage Court for a license fee of \$300.

Type: Agenda Item Status: Consent Agenda

File created: 1/27/2020 In control: Engineering

On agenda: 2/18/2020 Final action:

Title: License for Keith T. Lewis and Dana R. Lewis, to allow for the encroachment of a detached garage at

22 Heritage Court on City Utility Easement

Sponsors:

Indexes:

**Code sections:** 

Attachments: EXHIBIT A PLAT 22 HERITAGE COURT.pdf

**EXHIBIT B AERIAL 22 HERITAGE COURT.pdf** 

Date Ver. Action By Action Result

#### From

max

#### **Title**

License for Keith T. Lewis and Dana R. Lewis, to allow for the encroachment of a detached garage at 22 Heritage Court on City Utility Easement

#### Presenter

Gabe Johnson, Director of Public Works

#### **Recommended Action**

Approve

#### **Analysis**

Keith T. Lewis has requested a license to allow for the encroachment on the City's utility easement (See attached **Exhibit "A"** plat exhibit). Approval of this license agreement is required for 22 Heritage Court to construct a detached garage (See attached **Exhibit "B"** for aerial map of the property). Approval of the license will allow for the detached garage to be 8-feet from the rear property line and encroaching on the platted utility easement by 7.0-feet.

All public utilities have approved the encroachment of the detached garage on the utility easement. The Zoning Board of Adjustments has already approved the rear setback variance to 8-feet from the required 10-feet and garage square footage variance to 960-square feet from the required 750-square feet.

The license will have a 15-year term with either party having the right to terminate upon written notice.

#### **Financial Consideration**

File #: 20-9760, Version: 1

Revenue: \$300.00 which is the recommended one time only charge for the fifteen-year term license in addition to the application fee of \$100.

## EXHIBIT 'A'

#### SUBVEY PLAT

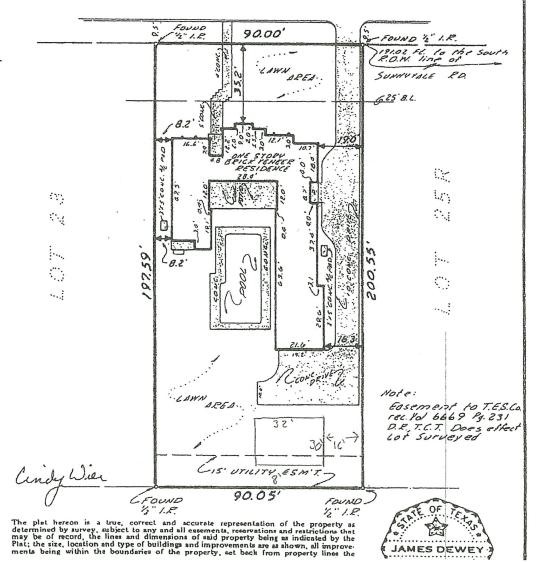
TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:

This is to certify that I have, this date, made a careful and accurate survey on the round of property located at No. 22 Heritage Place, in the City of Crand Prairie, Texas, described as follows:

!ot Yo. 24-R, Block No. 1 of HERITAGE ESTATES NO. 2, an Addition to the City of Grand Frairie, Texas, according to the plat recorded in Volume 388-one hundred twenty five. Page 27 of the Deed Records of Tarrant County, Texas.

# HERITAGE PLACE SO ROW & CONC. STREET MY CURB 4 GUITER (31' B. B)









City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-9776 Version: 1 Name: Street Services contract with Cobb Fendley &

Associates, Inc., in the amount of \$49,095 as well as a 5% contingency of \$2,455 for a total of \$51,550 for Professional Engineering Services related to the repair and rehabilitation of the pedestrian bridge lo

Type: Agenda Item Status: Consent Agenda

File created: 2/5/2020 In control: Public Works

On agenda: 2/18/2020 Final action:

Title: Street Services contract with Cobb Fendley & Associates, Inc., in the amount of \$49,095, as well as a

5% contingency of \$2,455, for a total of \$51,550 for Professional Engineering Services related to the

repair and rehabilitation of the pedestrian bridge located at Waggoner Park over Arbor Creek

**Sponsors:** 

Indexes:

Code sections:

Attachments: AD10 PROF SVCS CONTRACT.pdf

COBB FENDLEY EXHIBIT A PED BRIDGE.pdf 20-9776 CCC PED BRIDGE WAGGONER PARK.pdf

Date Ver. Action By Action Result

#### From

Glenda Peterson, Street Operations Supervisor

#### **Title**

Street Services contract with Cobb Fendley & Associates, Inc., in the amount of \$49,095, as well as a 5% contingency of \$2,455, for a total of \$51,550 for Professional Engineering Services related to the repair and rehabilitation of the pedestrian bridge located at Waggoner Park over Arbor Creek

#### **Presenter**

Gabriel Johnson, Public Works Director

#### **Recommended Action**

Approve

#### **Analysis**

During a recent inspection at Waggoner Park, deficiencies were found at the pedestrian bridge crossing Arbor Creek. Further inspection revealed deficiencies to both sides of the bridge abutments as well as to the upstream concrete flume. It has been determined that stabilization of the existing concrete flume, bridge abutment slopes and the floor of the Arbor Creek channel is needed.

Cobb Fendley & Associates, Inc., will provide the Professional Engineering services for the design plans, specifications, estimates, and related documents for the pedestrian bridge rehab at Waggoner Park. (Cobb Fendley-Exhibit A).

File #: 20-9776, Version: 1

Chapter 252, Section 22 of the Local Government Code allows for the exemption to competitive bidding when the expenditure is for Professional Services such as engineering services. Cobb Fendley & Associates, Inc. was selected as the most qualified professional due to their previous bridge design experience in Grand Prairie and knowledge of the problem at hand.

#### **Financial Consideration**

Funding for this new engineering contract with Cobb Fendley & Associates, Inc., in the amount of \$51,550 is available in the Parks Capital Projects Fund (317193), WO #02003503 (Waggoner Bridge Stabilization), 68450 (Engineering/Design).

### CITY MANAGER APPROVAL TO PROCEED ON PROFESSIONAL SERVICES CONTRACTS

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

NAME OF PROJECT/STUDY:
REHAB OF PEDESTRIAN BRIDGE LOCATED AT WAGGONER PARK

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|--------|
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|        |
|        |
|        |
|        |
|        |

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

M:\Standards Forms\CMO\Administrative Directives\AD10



#### PROFESSIONAL SERVICES JUSTIFICATION

The Public Works, Street Department would like to use the Professional Services of Cobb Fendley & Associates, Inc., for the design of plans, specifications and estimates for the repair and rehabilitation of the pedestrian bridge located at Waggoner Park.

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

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



December 19, 2019

Exhibit A Scope of Services

City of Grand Prairie, Texas Department of Engineering 206 W. Church St. P.O. Box 534045 Grand Prairie, TX 75053

Re: Waggoner Park Pedestrian Bridge Rehab

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

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

- Pedestrian Bridge in C.P. Waggoner Park
  - o Install erosion protection wall around existing bridge abutments, both sides
  - Place slope paving/riprap in the bottom of the channel
  - Stabilize/replace existing concrete flume upstream of pedestrian bridge.

#### **SCOPE OF SERVICES**

#### A. DESIGN PHASE

- Prepare design plans in accordance with the standard details and specifications for the City of Grand Prairie, North Central Texas Council of Governments, TxDOT, and USACE.
- 2. Conduct an on-site project meeting with City staff to determine the City's needs and preferences regarding the bridge and channel rehabilitation.
- 3. Perform topographic survey of project area.
- 4. Provide design plans at the Conceptual (30%), Preliminary (60%), Pre-Final (90%), and Final (100%) phases of design. Each submittal will include:
  - a. Conceptual (30%)
    - i. Cover Sheet
    - ii. Removal Sheet
    - iii. Plan Sheet (showing layout and limits of improvements)
  - b.. Preliminary (60%)
    - i. Cover Sheet

|                | 73 |         |  |
|----------------|----|---------|--|
| COBB FENDLEY:_ |    | CLIENT: |  |

#### Authorization for Professional Services City of Grand Prairie, Texas

Waggoner Park Pedestrian Bridge Rehab



- ii. General Notes
- iii. Removal Sheet
- iv. Bridge Plan Sheet
- v. Channel Improvements Sheet
- vi. Construction Details
- vii. Construction Cost Estimate
- c. Pre-Final (90%)
  - i. Cover Sheet
  - ii. General Notes
  - iii. Quantity Summary
  - iv. Removal Sheet
  - v. Bridge Plan Sheet
  - vi. Channel Improvements Sheet
  - vii. Construction Details
  - viii. Erosion Control Plan
  - ix. Erosion Control Details
  - x. Construction Cost Estimate
  - xi. Bid Quantities
  - xii. Specifications
- d. Final (100%)
  - i. Same as Pre-Final
- 5. Furnish the City with sealed construction drawings and bid documents in both PDF and AutoCAD format.

#### **B. BID PHASE**

- Provide plans, specifications, and bid documents in PDF format to the City Purchasing Department to be posted on the City website for advertisement. Also provide the bid summary sheets in excel (no formulas) to be posted to the City website.
- 2. Assist the City in conducting a pre-bid meeting.
- 3. Assist the CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents as required.
- 4. Assist CITY in the opening, tabulating, and analyzing the bids received. Review the qualification information and check references provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the Project. Recommend award of contracts or other actions as appropriate to be taken by CITY.

| •             | TZ |         |  |
|---------------|----|---------|--|
| COBB FENDLEY: | 1  | CLIENT: |  |



- 5. Furnish the following conformed contract documents:
  - a. City
    - i. Contract Documents -
    - ii. Full Size (22" x 34") Plans 2
    - iii. 1/2 Size (11" x 17") Plans 4
    - iv. Contract Documents 2
    - v. PDF of Contract Documents and Plans
  - b. Contractor
    - i. Contract Documents -
    - ii. Full Size (22" x 34") Plans 2
    - iii. 1/2 Size (11" x 17") Plans 4
    - iv. Contract Documents 2
    - v. PDF of Contract Documents and Plans

#### C. CONSTRUCTION PHASE

- 1. CobbFendley will endeavor to protect CITY in providing these services however, it is understood that CobbFendley does not guarantee the Contractor's performance, nor is CobbFendley responsible for supervision of the Contractor's operation and employees. CobbFendley shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. CobbFendley shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.
- Assist CITY in conducting pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract.
- 3. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the Project.
- 4. Review and sign contractors pay request. CobbFendley's review will be to confirm the quantities installed are reasonable for the phase of the project, retainage is accurate, and mathematical calculations are correct. It is the City's responsibility to field verify the individual quantiles for accuracy as submitted by the contractor.
- 5. Make visits to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort CobbFendley will endeavor to protect the CITY against defects and deficiencies in the work of Contractors and will report any observed deficiencies to CITY.





6. Prepare record drawings in accordance with the information furnished by the City and Contractor reflecting changes in the Project made during construction. Provide 1 set of mylar prints labeled "Record Drawings" to the City.

#### D. <u>CITY RESPONSIBILITIES</u>

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

#### E. ADDITIONAL SERVICES

- Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley. If the City authorizes additional services to be performed by CobbFendley, said services shall be provided in accordance with an agreed upon scope, fee, and schedule between the City and CobbFendley. The following services are not included in this proposal.
  - a. USACE permitting, Nation Wide Permitting, Specific Permitting
  - b. Boundary survey, lot platting, or abstracting the property.
  - c. ROW and Easement document preparation.
  - d. Geotechnical investigation or materials testing
  - e. Hydraulic Analysis of existing or proposed drainage ditch grading.
  - f. Soil, water, or other environmental testing or environmental assessment of any kind.
  - g. Subsurface utility exploration.
  - h. Construction Inspection
  - Any engineering consulting or design services other than those expressly detailed in this proposal.

#### F. COMPENSATION

1. Compensation to CobbFendley for the Basic Services in the Scope of Services shall be lump sum. If CobbFendley sees the Scope of Services changing so that Additional



#### Authorization for Professional Services City of Grand Prairie, Texas Waggoner Park Pedestrian Bridge Rehab



Services are needed, CobbFendley will notify OWNER for OWNER's approval before proceeding.

2. Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from Dallas and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.

| Grand Total           | \$ 49,095 |
|-----------------------|-----------|
| Expenses              | \$500     |
| Topographic Survey    | \$5,500   |
| Construction Services | \$6,880   |
| Bidding Services      | \$3,800   |
| Design Services       | \$32,415  |

COBB, FENDLEY & ASSOCIATES, INC.

Ted B. Sugg, P.E.

Principal: Regional Municipal Manager

| COBB FENDLEY: | CLIENT: |
|---------------|---------|
|---------------|---------|







#### ACORD...

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 8/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| tilis contincate does in  | or comer any rights to the certificate noitier in     |  |       |  |  |  |  |
|---|---|--|-------|--|--|--|--|
| PRODUCER  |   | CONTACT Shelly Brandman/Michelle Weweh             |       |  |  |  |  |
| USI Southwest   |   | PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No):  |       |  |  |  |  |
| 9811 Katy Freeway, Suite 500<br>Houston, TX 77024<br>713 490-4600 |   | E-MAIL<br>ADDRESS: shelly.brandman@usi.com         |       |  |  |  |  |
|   |   | INSURER(S) AFFORDING COVERAGE                      | NAIC# |  |  |  |  |
|   |   | INSURER A: National Fire Insurance Co. of Hartford | 20478 |  |  |  |  |
| INSURED   |   | INSURER B : Travelers Property Cas. Co. of America | 25674 |  |  |  |  |
| •   | Fendley & Associates, Inc. Northwest Frwy, Suite 1100 | INSURER C : Valley Forge Insurance Company         | 20508 |  |  |  |  |
|   |   | INSURER D : Berkley Insurance Company              | 32603 |  |  |  |  |
| Houston, T  | X 77040   | INSURER E : Continental Casualty Company           | 20443 |  |  |  |  |
|   |   | INSURER F:   |       |  |  |  |  |
| COVERAGES   | CERTIFICATE NUMBER:                                   | REVISION NUMBER:                                   |       |  |  |  |  |

| IN<br>CI<br>E) | THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |            |                 |                            |                            |  |              |
|----------------|---|------------|-----------------|----------------------------|----------------------------|--|--------------|
| INSR<br>LTR    | TYPE OF INSURANCE   | ADDL SUBF  | POLICY NUMBER   | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMIT  | S            |
| A              | X COMMERCIAL GENERAL LIABILITY  |            | 6072140890      | 1                          | 07/10/2020                 | EACH OCCURRENCE                              | s1,000,000   |
|                | CLAIMS-MADE X OCCUR   |            |                 |                            |                            | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | s150,000     |
|                |   |            |                 |                            |                            | MED EXP (Any one person)                     | s 15,000     |
| i              |   |            |                 |                            |                            | PERSONAL & ADV INJURY                        | s1,000,000   |
|                | GEN'L AGGREGATE LIMIT APPLIES PER:  |            |                 |                            |                            | GENERAL AGGREGATE                            | s2,000,000   |
|                | POLICY X PRO-<br>JECT LOC   |            |                 |                            |                            | PRODUCTS - COMP/OP AGG                       | s2,000,000   |
|                | OTHER:  |            |                 |                            |                            |  | \$           |
| Е              | AUTOMOBILE LIABILITY  |            | 6072140873      | 07/10/2019                 | 07/10/2020                 | COMBINED SINGLE LIMIT (Ea accident)          | s1,000,000   |
|                | X ANY AUTO  |            |                 |                            |                            | BODILY INJURY (Per person)                   | \$           |
|                | OWNED SCHEDULED AUTOS   |            |                 |                            |                            | BODILY INJURY (Per accident)                 | \$           |
| l              | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY   |            |                 |                            |                            | PROPERTY DAMAGE<br>(Per accident)            | \$           |
| L              |   |            |                 |                            |                            |  | S            |
| В              | X UMBRELLA LIAB X OCCUR   |            | ZUP21P2880019NF | 07/10/2019                 | 07/10/2020                 | EACH OCCURRENCE                              | s12,000,000  |
|                | EXCESS LIAB CLAIMS-MADE   | ]          |                 |                            |                            | AGGREGATE                                    | \$12,000,000 |
|                | DED X RETENTION \$10,000  |            |                 |                            |                            |  | \$           |
| C              | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |            | 6072140842      | 07/10/2019                 | 07/10/2020                 | X PER OTH-<br>STATUTE ER                     |              |
|                | AND EMPLOYERS LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  OFFICER/MEMBER EXCLUDED?   | N/A        |                 |                            |                            | E.L. EACH ACCIDENT                           | s1,000,000   |
| l              | (Mandatory in NH)   | "'^        |                 |                            |                            | E.L. DISEASE - EA EMPLOYEE                   | \$1,000,000  |
|                | If yes, describe under DESCRIPTION OF OPERATIONS below  |            |                 |                            |                            | E.L. DISEASE - POLICY LIMIT                  | s1,000,000   |
| D              | Professional  |            | AEC903029404    | 07/10/2019                 | 07/10/2020                 | \$5,000,000 Per Clair                        | n            |
|                | Liability   |            |                 |                            |                            | \$5,000,000 Anni Ag                          | 9            |
|                |   |            |                 |                            |                            |  |              |
| 1000           | COIDTION OF ODERATIONS IL COATIONS INCHIS   | N FO (400D |                 |                            | !                          | ·  |              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and (See Attached Descriptions)

| CERTIFICATE HOLDER  | CANCELLATION   |
|---|--|
| City of Grand Prairie<br>317 College Street<br>Grand Prairie, TX 75050-0000 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| C. C                                    | AUTHORIZED REPRESENTATIVE  |
| 1   | Berlany Dovi   |

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| D⊵SCRIPTIONS (Continued from Page 1)   |  |
|--|--|
| Noncontributory" wording.  |  |
| The General Liability, Automobile, Workers Compensation, and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract.  |  |
| The General Liability, Automobile, Workers Compensation, Umbrella Liability, and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier. |  |
| The Umbrella Liability policy follows form.  |  |
| RE: CF# 1312-038-01.,WO# 613.17, Main Library Parking Lot Repair. This Certificate is issued in respects to above referenced.  |  |
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## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 317193/02003503

Project Title: Waggoner Bridge Stabilization

Current Request: \$51,500.00

| ACCOUNT<br>DESCRIPTION   | 1<br>CURRENT<br>BUDGET | 2<br>AVAILABLE<br>BALANCE | 3<br>CURRENT<br>REQUEST | 2+3<br>REVISED<br>BALANCE | 1+3<br>AMENDED<br>BUDGET |
|--------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Engineering/Design (6845 | \$75,000               | \$75,000                  |                         | \$75,000                  | \$75,000                 |
| Construction (68540)     | \$225,000              | \$225,000                 |                         | \$225,000                 | \$225,000                |
|                          |                        |                           |                         | \$0                       | \$0                      |
|                          |                        |                           |                         | \$0                       | \$0                      |
|                          |                        |                           |                         | \$0                       | \$0                      |
|                          |                        |                           |                         | \$0                       | \$0                      |
|                          |                        |                           |                         | \$0                       | \$0                      |
| TOTAL                    | \$300,000              | \$300,000                 | \$0                     | \$300,000                 | \$300,000                |



City Hall 300 W. Main Street Grand Prairie. Texas

## Legislation Details (With Text)

File #: 20-9778 Version: 1 Name: Peninsula PID-Westra-Engineering Services

Type: Agenda Item Status: Consent Agenda

File created: 2/5/2020 In control: Finance

On agenda: 2/18/2020 Final action:

Title: Peninsula PID Contract with Westra Consultants for Ponds Concept Study-Engineering Services in

the amount of \$62,960 (Council Districts 4 and 6)

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A PNPID Budget Peninsula FY20.pdf

Date Ver. Action By Action Result

#### From

Lee Harriss

#### **Title**

Peninsula PID Contract with Westra Consultants for Ponds Concept Study-Engineering Services in the amount of \$62,960 (Council Districts 4 and 6)

#### Presenter

Lee Harriss, Special District Administrator

#### **Recommended Action**

Approve

#### **Analysis**

The PID Board recommended that a contract for ponds concept study-engineering services be awarded to Westra Consultants. The ponds to be evaluated are located throughout Peninsula PID.

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

#### **Financial Consideration**

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

#### **GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 8**

#### Peninsula

Five Year Service Plan 2020 - 2024 BUDGET

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

| INCOME:<br>Appraised Value  |                         | Valu | e<br>407,106,088              | As:       | sess Rate<br>0.12             | Revenue<br>\$ 1,688,527       |                               |                               |
|---|-------------------------|------|-------------------------------|-----------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Description<br>Beginning Balance (Estimated)                                  | Account                 | \$   | 2020<br>536,515               | \$        | 2021<br>635,333               | 2022<br>\$ 1,106,371          | 2023<br>\$ 1,626,080          | 2024<br>\$ 2,194,825          |
| P.I.D. Assessment<br>Developer Participation (L V & M L)<br>City Contribution | 42620<br>46110<br>49780 | \$   | 1,688,527<br>25,000<br>81,830 | _         | 1,749,522<br>25,000<br>81,830 | 1,811,567<br>25,000<br>81,830 | 1,874,679<br>25,000<br>81,830 | 1,938,871<br>25,000<br>81,830 |
| TOTAL INCOME  |                         | \$   | 1,795,357                     | \$        | 1,856,352                     | \$ 1,918,397                  | \$ 1,981,509                  | \$ 2,045,701                  |
| Amount Available  |                         | \$   | 2,331,872                     | <u>\$</u> | 2,491,685                     | \$ 3,024,769                  | \$ 3,607,589                  | \$ 4,240,526                  |
| EXPENSES:   |                         |      |                               |           |                               |                               |                               |                               |
| Description   |                         |      | 2020                          |           | 2021                          | 2022                          | 2023                          | 2024                          |
| Supplies  | 60020                   | \$   | 500                           | \$        | 500                           | \$ 500                        | \$ 500                        | \$ 500                        |
| Decorations   | 60132                   | *    | 70,000                        | _         | 70,000                        | 70,000                        | 70,000                        | 70,000                        |
| Beautification  | 60490                   |      | 25,000                        |           | 25,000                        | 25,000                        | 25,000                        | 25,000                        |
| Wall Maintenance  | 60776                   |      | 160.000                       |           | 160,000                       | 160,000                       | 160,000                       | 160,000                       |
| Professional Engineering Services   | 61041                   |      | -                             |           | -                             | -                             | -                             | -                             |
| Banners   | 61601                   |      | 15,000                        |           | 15,000                        | 15,000                        | 15.000                        | 15,000                        |
| Mowing  | 61225                   |      | 615,000                       |           | 615,000                       | 615,000                       | 615,000                       | 615,000                       |
| Collection Service  | 61380                   |      | 10,739                        |           | 11.014                        | 11,289                        | 11,564                        | 11,839                        |
| Misc.   | 61485                   |      | 600                           |           | 600                           | 600                           | 600                           | 600                           |
| Accounting/Audit  | 01400                   |      | -                             |           | -                             | -                             | -                             | -                             |
| Admin./Management   | 61510                   |      | 26,000                        |           | 26.000                        | 26,000                        | 26,000                        | 26.000                        |
| Postage   | 61520                   |      | 100                           |           | 100                           | 100                           | 100                           | 100                           |
| Electric Power  | 62030                   |      | 40,000                        |           | 42.000                        | 44,100                        | 46,300                        | 48,600                        |
| Water Utility   | 62035                   |      | 210,000                       |           | 220,500                       | 231,500                       | 243,100                       | 255,300                       |
| Bldgs And Grounds Maint.  | 63010                   |      | 210,000                       |           | 220,500                       | 231,500                       | 243,100                       | 255,500                       |
| •   | 63038                   |      | -<br>54 000                   |           | 54,000                        | -<br>54 000                   | -<br>54 000                   | -<br>54 000                   |
| Pond Maint-Aquatic  |                         |      | 54,000                        |           | ,                             | 54,000                        | 54,000                        | 54,000                        |
| Pond Maint-Equipment  | 63039                   |      | 25,000                        |           | 25,000                        | 25,000                        | 25,000                        | 25,000                        |
| Water Well Maintenance  | 63045                   |      | 5,000                         |           | 5,000                         | 5,000                         | 5,000                         | 5,000                         |
| Irrigation System Maintenance   | 63065                   |      | 50,000                        |           | 50,000                        | 50,000                        | 50,000                        | 50,000                        |
| Decorative Roadway Signs Maint  | 63115                   |      | 34,000                        |           | 15,000                        | 15,000                        | 15,000                        | 15,000                        |
| Playgrounds/Picnic Area Maint.  | 63135                   |      | 3,500                         |           | 3,500                         | 3,500                         | 3,500                         | 3,500                         |
| Decorative Lighting Maint.  | 63146                   |      | 25,000                        |           | 25,000                        | 25,000                        | 25,000                        | 25,000                        |
| Property Insurance Premium  | 64080                   |      | 3,500                         |           | 3,500                         | 3,500                         | 3,500                         | 3,500                         |
| Liability Insurance Premium   | 64090                   |      | 2,600                         |           | 2,600                         | 2,600                         | 2,600                         | 2,600                         |
| Pond Improvement  | 68206                   |      | 305,000                       |           | -                             | -                             | -                             | -                             |
| Landscaping   | 68250                   |      | -                             |           | -                             | -                             | -                             | -                             |
| Irrigation Systems  | 68635                   |      | -                             |           | -                             | -                             | -                             | -                             |
| Water Wells (Tr To Wter, 5005)  | 90009                   |      | 16,000<br>-                   |           | 16,000                        | 16,000                        | 16,000                        | 16,000                        |
| TOTAL EXPENSES  |                         | \$   | 1,696,539                     | \$        | 1,385,314                     | \$ 1,398,689                  | \$ 1,412,764                  | \$ 1,427,539                  |
| Ending Balance  |                         | \$   | 635,333                       | \$        | 1,106,371                     | \$ 1,626,080                  | \$ 2,194,825                  | \$ 2,812,988                  |
| Avg. Annual Assessment by Home Value:  Value Yrly Assmnt.                     |                         |      |                               |           |                               |                               |                               |                               |
| \$100,000   |                         | - '' | \$120                         |           |                               |                               |                               |                               |
| \$200,000   |                         |      | \$240                         |           |                               | Δνα Ε                         | Property Value:               | \$ 360,334                    |
| \$300,000   |                         |      | \$360                         |           |                               |                               | y Assessment:                 | . ,                           |
| \$400,000   |                         |      | \$480                         |           |                               |                               | of Properties:                | 3,905                         |
| \$500,000   |                         |      | \$600                         |           |                               | NO                            | . or i roperties.             | 3,903                         |
| \$500,000   |                         |      | \$720                         |           |                               |                               |                               |                               |
| \$700,000   |                         |      | \$720<br>\$840                |           |                               |                               |                               |                               |
| φ100,000  |                         |      | φο <del>4</del> 0             |           |                               |                               |                               |                               |



City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-9707 Version: 1 Name: Memorandum of Understanding - Bolder Adventure

Park

Type: Agenda Item Status: Consent Agenda

File created: 1/15/2020 In control: Economic Development

On agenda: 2/18/2020 Final action:

Title: Non-binding Memorandum of Understanding with Bolder Adventure Park for lease and operation of 7+

acres in EpicCentral (This item was tabled at the January 21, 2020 Council meeting.)

Sponsors:

Indexes:

**Code sections:** 

#### Attachments:

| Date      | Ver. | Action By    | Action | Result |
|-----------|------|--------------|--------|--------|
| 1/21/2020 | 1    | City Council | Tabled |        |

#### From

Marty Wieder, Economic Development Director

#### **Title**

Non-binding Memorandum of Understanding with Bolder Adventure Park for lease and operation of 7+ acres in EpicCentral (This item was tabled at the January 21, 2020 Council meeting.)

#### Presenter

Marty Wieder, Director of Economic Development

#### **Recommended Action**

Approve

#### **Analysis**

As an incentive to develop an air supported dome and operate a destination adventure entertainment facility, the City of Grand Prairie has negotiated a Non-binding Memorandum of Understanding with Bolder Adventure Park. It includes provision for a long-term lease and a Chapter 380 grant.

Bolder projects generating \$7,500,000 in annual taxable sales, meaning the City will realize \$75,000 in annual General Fund sales tax revenues; moreover, Bolder intends to hire 14 Full Time Employees within its Grand Prairie Headquarters with an approximate Payroll of \$800,000, as well as 135 Part Time Employees with a total annual payroll of \$1,400,000.



City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-9780 Version: 1 Name: TxDOT Fort Worth Amendment to MMA for Litter

Collection on TxDOT Rights-of-Way

Type: Resolution Status: Consent Agenda

File created: 2/6/2020 In control: Environmental Services

On agenda: 2/18/2020 Final action:

Title: Resolution amending the Municipal Maintenance Agreement between the City of Grand Prairie and

the State of Texas Department of Transportation, providing for the City to conduct all litter collection

along TxDOT rights-of-way in Tarrant County

Sponsors:

Indexes:

**Code sections:** 

Attachments:

Date Ver. Action By Action Result

#### From

Patricia D. B. Redfearn, Ph.D.

#### **Title**

Resolution amending the Municipal Maintenance Agreement between the City of Grand Prairie and the State of Texas Department of Transportation, providing for the City to conduct all litter collection along TxDOT rights-of-way in Tarrant County

#### **Presenter**

Patricia D. B. Redfearn

#### **Recommended Action**

Approve

#### **Analysis**

Since February 28, 2007, the Fort Worth District of Texas Department of Transportation has been responsible for the cleanup of approximately 93.45 acres of roadside property within the City of Grand Prairie, along IH 360, IH 30 and IH 20. The frequency with which TxDOT has been able to maintain these roadside acres is insufficient to provide for the cleanliness desired by the City. Amendment #1 to the Municipal Maintenance Agreement will allow the City to contract with a vendor to collect litter along these roadways and provides for reimbursement to the City from the state for up to \$13.56 per acre per collection cycle, up to 12 events per year for the 5-year period.

Council approved a similar amendment on September 17, 2019. However, prior to that agreement being signed by both parties, Fort Worth TxDOT agreed to increase the number of litter cleanup events eligible for reimbursement. This agreement reflects the increased amount.

#### **Financial Consideration**

File #: 20-9780, Version: 1

The actual cost of litter collection along these roadways at a frequency of once per month is \$17,774.19, of which approximately \$15,206.18 is eligible for reimbursement annually from TxDOT under this agreement. If more frequent litter collection is needed, the expense associated with this will be paid for by the City.

Funding is available in the approved FY 2019/2020 Solid Waste Budget 303510 61065 Contractual Services.

#### **Body**

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE CITY OF GRAND PRAIRIE AND THE STATE OF TEXAS DEPARTMENT OF TRANSPORTATION, PROVIDING FOR THE CITY TO CONDUCT ALL LITTER COLLECTION ALONG TXDOT RIGHTS-OF-WAY IN TARRANT COUNTY

- WHEREAS, on the 28th day of February 2007, the Texas Department of Transportation, the "State," and the City of Grand Prairie, the "City" entered into a Municipal Maintenance Agreement intended to cover and provide for state participation in the maintenance of state routes within the City; and
- WHEREAS, the State, under the aforementioned Agreement, provides litter clean up on controlled access state routes of IH0360 N (from Avenue K north to the Fort Worth border) 50.01 acres, IH0030 .57 acres, and IH0020 42.87 acres for 93.45 total acres within the City; and
- WHEREAS, the State conducts this litter clean up through its litter cleanup contractors; and
- WHEREAS, the City desires to perform all litter control maintenance on the aforementioned controlled access state routes within the City; and
- WHEREAS, the City and the State agree to amend the existing Municipal Maintenance Agreement

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

SECTION 1. In consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

#### **SECTION 2. State's Responsibilities**

- 1. Reimburse the City for cleaning up litter within the outermost curbs of the frontage roads or the entire right-of-way line and the outermost curb or crown-line of the frontage road in undeveloped areas. Reimbursement shall be limited to up to twelve litter collections per year for a five-year commitment. The rate of reimbursement shall be based on the average 2019 litter cleanup costs for Tarrant County. The average cost for litter cleanup is \$13.56/acre. Reimbursement may be further limited if the State adopts a statewide policy reducing the number of litter cycles to less than 12 per year.
- If there is a State policy change to further reduce the State's litter cycles, the State shall notify the City, in writing, within sixty (60) days of this change. If the State fails to notify the City as required under this paragraph, the State shall be responsible for payments to the City in

File #: 20-9780, Version: 1

accordance with the previously agreed upon reimbursement cycle.

**City's Responsibilities (Controlled Access)** 

1. Perform litter control at the locations indicated as follows:

Controlled access state routes of IH0360 N (from Avenue K north to the Fort Worth border) 50.01 acres, IH0030 .57 acres, and IH0020 42.87 acres for 93.45 total acres within the City. Clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and between the right-of-way line and the outermost curb or crown-line of the frontage roads in undeveloped areas for a minimum of five (5) years.

- 2. Submit invoices and cancelled checks for mowing and litter cleanup cycles at intervals as established as above.
- 3. Reimbursement will not be made if the roadway is under construction or if it is taken off the state system.

The City agrees that for litter cleanup, if performed by employees of the City, the City shall show proof of self-insurance. If litter cleanup is performed by a contractor(s) selected by the City through its selection process; the City shall require the contractor(s) to agree to indemnify and save harmless the state from all claims and liability due to the contractor(s) materials or activities of itself, its agent, or employees, performed under the agreement with the city that are caused or may result from error, omission, or negligent act. Prior to any mowing or litter cleanup by the City, such evidence of self-insurance or certificate of insurance shall be provided to the State.

#### **Termination**

This Amendment is expressly made subject to the rights of TxDOT or the City to terminate this Amendment without cause or liability, excluding liability for services rendered prior to the date of termination, upon providing written notice to the other party. Except as otherwise provided in this paragraph or mutually agreed by the parties, termination without cause shall be effective thirty (30) days after the non-terminating party's receipt of written notice. TxDOT or the City may terminate this Amendment upon notice at any time for a violation of the terms of this Amendment. The termination of this Amendment does not affect any other provisions of the existing Municipal Maintenance Agreement between the parties. If the City has entered into a contract with a third party to perform any service under this Amendment, the Amendment will continue in effect until the current term of the contract has expired.

In all other respects, the Agreement shall remain in force and effect without change.

**SECTION 3.** The City Manager is hereby authorized t enter into a contract to effectuate the outlined amendment.

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

File #: 20-9780, Version: 1



City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-9772 Version: 1 Name: Ordinance authorizing the abandonment of part of

an un needed drainage easement containing 0.147 acre (6,401s.f.) located at 1120 Prosperity Court to

Donald Allen Ullrich for \$250.00

Type: Ordinance Status: Consent Agenda

File created: 1/29/2020 In control: Engineering

On agenda: 2/18/2020 Final action:

Title: Ordinance authorizing the abandonment of part of an un-needed drainage easement containing 0.147

acre (6,401s.f.) located at 1120 Prosperity Court to Donald Allen Ullrich for \$250

Sponsors:

Indexes:

Code sections:

Attachments: AERIAL EXHIBIT B 1120 PROSPERITY.pdf

EXHIBIT A PROPERTY DESCRIPTION.pdf

Date Ver. Action By Action Result

#### **From**

max

#### **Title**

Ordinance authorizing the abandonment of part of an un-needed drainage easement containing 0.147 acre (6,401s.f.) located at 1120 Prosperity Court to Donald Allen Ullrich for \$250

#### **Presenter**

Gabe Johnson, Director of Public Works

#### **Recommended Action**

Approve

#### **Analysis**

The abandonment applicant and property owner, Donald Allen Ullrich, has requested the abandonment of part of a drainage easement on the west side of the lot (see aerial location as Exhibit "B"). All public utility companies have agreed to the abandonment. Approving this drainage easement abandonment will not affect drainage. A hydrology study prepared by the owner's engineer determined the 100-year flood was fully contained in the remaining drainage easement.

Staff has reviewed the requested abandonment and finds that the abandonment of this part of the drainage easement will not hinder drainage or utilities in the area. All pre-existing drainage patterns will be maintained.

#### **Financial Consideration**

Revenue: \$250.00 paid with application

File #: 20-9772, Version: 1

#### **Body**

AN ABANDONMENT ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED TO DONALD ALLEN ULLRICH FOR \$250 FOR ABANDONMENT OF PART OF AN UN-NEEDED PUBLIC DRAINAGE EASEMENT ON LOT 2572, BLOCK Q, LAKE RIDGE SECTION 20 ADDITION TO THE CITY OF GRAND PRAIRIE, J. G. GARRETT SURVEY, ABSTRACT NUMBER 496, DALLAS COUNTY, TEXAS; PROVIDING FOR THE QUITCLAIM THEREOF TO DONALD ALLEN ULLRICH, THE FEE OWNER OF LOT 2572, BLOCK Q, LAKE RIDGE SECTION 20 ADDITION; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT AND QUITCLAIM MADE HEREIN; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF GRAND PRAIRIE AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT HEREIN; PROVIDING FOR THE CONSIDERATION FOR THE ABANDONMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Grand Prairie, acting pursuant to law and upon the request and petition of **DONALD ALLEN ULLRICH**, hereinafter referred to as GRANTEE, deems it advisable to abandon and quitclaim part of an un-needed public drainage easement in the City of Grand Prairie, Dallas County, Texas, more particularly described in "Exhibit A", attached hereto and incorporated herein; and

WHEREAS, the City Council of the City of Grand Prairie is of the opinion that said public drainage easement is not needed for public use, and same should be abandoned and quitclaimed; and

WHEREAS, the City Council of the City of Grand Prairie is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same, subject to the conditions and for the consideration hereinafter more fully set forth.

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

**SECTION 1.** That the easement tract described in "Exhibit A", which is attached hereto and made a part hereof, be and the same shall be abandoned, vacated and closed insofar as the right, title and easement of the public are concerned; subject, however, to the conditions hereinafter more fully set out.

**SECTION 2.** That for and in consideration of the sum of TWO HUINDRED FIFTY AND NO/100 (\$250.00) DOLLARS paid by Grantee with his application, the City of Grand Prairie does by these presents QUITCLAIM, subject to the conditions hereinafter made, all its rights, title and interest in and to that certain tract or parcel of land described in **Exhibit A**, attached hereto and made a part hereof unto GRANTEE. TO HAVE AND TO HOLD all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said GRANTEE.

- **SECTION 3.** That the terms and conditions contained in this ordinance and the application for the abandonment previously submitted to the City shall be binding upon GRANTEE, its successors and assigns.
- **SECTION 4.** That the abandonment provided for herein is made subject to all present zoning and deed restrictions, if the latter exist, and is subject to all existing easement right of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.
- **SECTION 5.** That the abandonment and quitclaim provided for herein shall extend only to the

#### File #: 20-9772, Version: 1

public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Grand Prairie may legally and lawfully abandon and vacate.

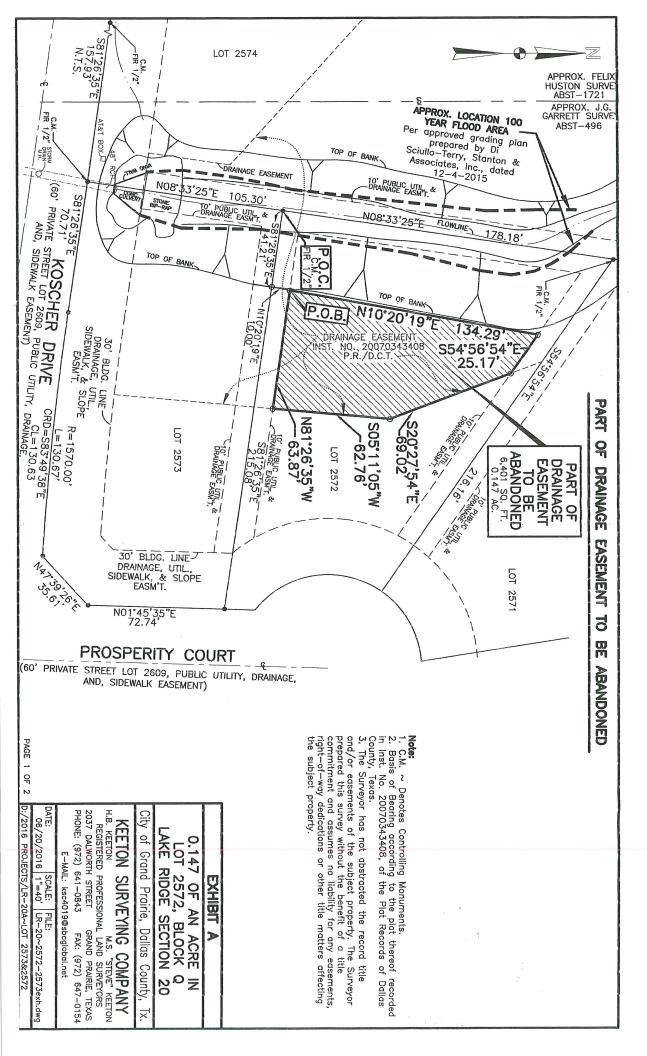
**SECTION 6.** That as a condition of this abandonment and as a part of the consideration for the quitclaim to GRANTEE herein, GRANTEE, his heirs, executors and assigns, agree to indemnify, defend, release and hold the City of Grand Prairie whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from the abandonment, closing, vacation, and quitclaim by the City of Grand Prairie of the area set out in "Exhibit A". GRANTEE his heirs, executors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City on account of same, and discharge any judgment or judgments that may be rendered against the City of Grand Prairie in connection therewith.

**SECTION 7.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Official Public Records of Dallas County, Texas, and shall deliver to GRANTEE a certified copy of this ordinance, and the City Manager is authorized to sign a quitclaim deed on behalf of the City, subject to the conditions herein specified.

**SECTION 8.** That this ordinance shall take effect immediately from and after its passage and approval.

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





### PART OF DRAINAGE EASEMENT TO BE ABANDONED

#### LEGAL DESCRIPTION

BEING a part of Lot 2572, Block Q, Lake Ridge Section 20, in the J.G. Garrett Survey, Abstract No. 496, Dallas County, Texas and being an addition to the City of Grand Prairie, according to the amended plat thereof recorded in Instrument No. 20070343408, of the Plat Records of Dallas County Texas, and being more particularly described as follows;

COMMENCING at a found 1/2 inch iron rod found at the northwest corner of Lot 2573 said Block Q, and the southwest corner of said Lot 2572, and being in the east line of Lot 2574, said Block Q;

THENCE S. 81°26'35" E., along the common north line of said Lot 2573 and the south line of said Lot 2572, a distance of 41.21 feet to a point for corner;

THENCE N. 10°20'19" E., over and across said Lot 2572, a distance of 10.00 feet to the POINT OF BEGINNING of herein described tract;

THENCE N. 10°20'19" E., over and across said Lot 2572, a distance of 134.29 feet, to a point for corner;

THENCE S. 54°56'54" E., over and across said Lot 2572, and contiguous with the south line of an existing 10 foot wide public utility and drainage easement of said Block Q, a distance of 25.17 feet to a point for corner;

THENCE S. 20°27'54" E., over and across said Lot 2572, a distance of 69.02 feet to an angle point;

THENCE S. 05'11'05" W., over and across said Lot 2572, a distance of 62.76 feet to a point for corner;

THENCE N. 81°26'35" W., over and across said Lot 2572, and contiguous with the north line of an existing 10 foot wide public utility and drainage easement of said Block Q, a distance of 63.87 feet to the POINT OF BEGINNING and containing 6,401 square feet or 0.147 of an acre of land, more or less.

#### EXHIBIT A

XHBIT A

0.147 OF AN ACRE IN LOT 2572, BLOCK Q LAKE RIDGE SECTION 20

City of Grand Prairie, Dallas County, Tx.

### KEETON SURVEYING COMPANY

3. KEETON M.S. "STEVE" KEETON REGISTERED PROFESSIONAL LAND SURVEYORS H.R. KEFTON 2037 DALWORTH STREET GRAND PRAIRIE, TEXAS PHONE: (972) 641-0843 FAX: (972) 647-0154

E-MAIL: ksc4019@sbcglobal.net

SCALE: FILE: 1"=40' LR-20~2572-2573exh.dwg 06/20/2016 D:/2016 PROJECTS/LR-20A~LOT 2573&2572

M. L. Mitchell Registered Professional Land Surveyor

Registration No. 2617

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City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 19-9616 Version: 1 Name: Ordinance; Construction contract with Solid Bridge

Construction in the amount of \$397,141 for the Lynn Creek Park Marina slope repair improvements at the Oasis; Material Testing with Team Consultants in the amount of \$19,708; contract contingency in the a

Type: Ordinance Status: Consent Agenda

File created: 12/9/2019 In control: Engineering

On agenda: 2/18/2020 Final action:

Title: Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction contract

with Solid Bridge Construction in the amount of \$397,141 for the Lynn Creek Park Marina slope repair improvements at the Oasis; Material Testing with Team Consultants in the amount of \$19,708; contract contingency in the amount of \$19,857; In-House labor distribution in the amount of \$19,857

for a total project cost of \$456,563

Sponsors:

Indexes:
Code sections:

Attachments: 19-9616 Oasis Slope Failure.pdf

Final Bid Tab - Lynn Creek Park Marina Slope Repair.pdf

Lynn Creek Park Slope Repair - Letter of Recommendation.pdf

Date Ver. Action By Action Result

#### **From**

max

#### **Title**

Ordinance amending the FY 2019/2020 Capital Improvement Projects Budget; Construction contract with Solid Bridge Construction in the amount of \$397,141 for the Lynn Creek Park Marina slope repair improvements at the Oasis; Material Testing with Team Consultants in the amount of \$19,708; contract contingency in the amount of \$19,857; In-House labor distribution in the amount of \$19,857 for a total project cost of \$456,563

#### **Presenter**

Gabe Johnson, Director of Public Works

#### **Recommended Action**

Approve

#### **Analysis**

During the FY 2019/2020 budget process, the Oasis slope failure construction project was identified and approved in the amount of \$200,000.

In October 2019, a professional engineering design contract with Halff Associates for the Lynn Creek Park/Marina slope improvements was executed by the City. The contract requested planning and engineering work required to complete the design and construction of 100 linear feet sheet pile wall with handrails and

#### File #: 19-9616, Version: 1

slope improvements at the Marina. The wall would be located along the parking lot side of the bank opposite of the Oasis restaurant.

This project provides for the installation of a retaining wall, handrail and rock rip rap, it includes the installation of 3,681 square feet of sheet piling, 17 each helical piles, 112 linear feet of hand rails, sidewalk and other miscellaneous items of work.

The City of Grand Prairie advertised and received a total six (6) bids for this project on February 4, 2020 as follows:

| \$397,141.00 |
|--------------|
| \$438,693.25 |
| \$456,706.00 |
| \$469,000.00 |
|              |

McMahon Contracting \$476,160.08

GHB Equipment Co, LLC \$791,310.00

Construction of this project is anticipated to start in the first week of March 2020 with anticipated completion in June 2020.

The project was presented to the Finance and Government Committee on February 4, 2020.

#### **Financial Consideration**

Funding in the total amount of \$456,563 is available as follows:

- 1. **\$172,500** is available in the Storm Drainage Capital Projects Fund (401592) WO #02005003 (Oasis Slope Failure Construction)
- 2. **\$284,063** is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Storm Drainage Capital Projects Fund (401592) to WO #02005003 (Oasis Slope Failure Construction)

#### **Body**

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2019/2020 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$284,063 FROM THE UNOBLIGATED FUND BALANCE IN THE STORM DRAINAGE CAPITAL PROJECTS FUND (401592) TO WO #02005003 (OASIS SLOPE FAILURE CONSTRUCTION)

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

**SECTION 1.** THAT THE FY 2019/2020 Capital Improvement Projects Budget by transferring and appropriating \$284,063 from the unobligated fund balance in the Storm Drainage Capital Projects Fund (401592) to WO #02005003 (Oasis Slope Failure Construction).

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

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

File #: 19-9616, Version: 1

# CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 401592 / 02005003

Project Title: Oasis Slope Failure

Current Request: \$284,063.00

| ACCOUNT<br>DESCRIPTION |       | 1<br>CURRENT<br>BUDGET | 2<br>AVAILABLE<br>BALANCE | 3<br>CURRENT<br>REQUEST | 2+3<br>REVISED<br>BALANCE | 1+3<br>AMENDED<br>BUDGET |
|------------------------|-------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Construction 68540     |       | \$172,500              | \$172,500                 | \$244,498               | \$416,998                 | \$416,998                |
| Eng/con/Geo 68560      |       | \$27,500               | \$0                       | \$19,708                | \$19,708                  | \$47,208                 |
| Labor 68999            |       | \$0                    | \$0                       | \$19,857                | \$19,857                  | \$19,857                 |
|                        |       |                        |                           |                         | \$0                       | \$0                      |
|                        |       |                        |                           |                         | \$0                       | \$0                      |
|                        |       |                        |                           |                         | \$0                       | \$0                      |
|                        |       |                        |                           |                         | \$0                       | \$0                      |
|                        | TOTAL | \$200,000              | \$172,500                 | \$284,063               | \$456,563                 | \$484,063                |

# Lynn Creek Park Marina Improvements at the Oasis W.O. #620.50

CITY OF GRAND PRAIRIE

DATE: February 4, 2020

Solid Bridge Serco Construction Group Ltd. DCI Contracting
Bid Amount Bid Amount Bid Amount

| 2   |  |          |      | , Di                     | a Amount                     | Diu A                    | mount                        | Big Amount               |                              |  |
|-----|--|----------|------|--------------------------|------------------------------|--------------------------|------------------------------|--------------------------|------------------------------|--|
| NO. | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE (NUMBER ONLY) | EXTENDED PRICE (NUMBER ONLY) | UNIT PRICE (NUMBER ONLY) | EXTENDED PRICE (NUMBER ONLY) | UNIT PRICE (NUMBER ONLY) | EXTENDED PRICE (NUMBER ONLY) |  |
|     | BASE BID   |          |      |                          |                              |                          |                              |                          |                              |  |
| 1   | Site Preparation, Clearing and Grubbing, work fully performed as per specifications    | 1        | LS   | \$ 15,000.00             | \$ 15,000.00                 | \$ 25,000.00             | \$ 25,000.00                 | \$ 71,250.00             | \$ 71,250.00                 |  |
| 2   | Construction staking, work fully performed, in place.                                  | 1        | LS   | \$ 5,500.00              | \$ 5,500.00                  | \$ 10,000.00             | \$ 10,000.00                 | \$ 3,000.00              | \$ 3,000.00                  |  |
| 3   | As-Built Survey, work fully performed.   | 1        | LS   | \$ 5,000.00              | \$ 5,000.00                  | \$ 5,000.00              | \$ 5,000.00                  | \$ 1,500.00              | \$ 1,500.00                  |  |
| 4   | Stabilized Construction Entrance, work fully performed, complete in place.             | 1        | EA   | \$ 4,500.00              | \$ 4,500.00                  | \$ 3,500.00              | \$ 3,500.00                  | \$ 3,125.00              | \$ 3,125.00                  |  |
| 5   | Temporary 6' Chainlink Fence and Barricading, work fully performed, complete in place. | 1        | LS   | \$ 13,500.00             | \$ 13,500.00                 | \$ 5,500.00              | \$ 5,500.00                  | \$ 2,500.00              | \$ 2,500.00                  |  |
| 6   | Sheet Pile, work fully performed, complete in place.                                   | 3861     | SF   | \$ 46.00                 | \$ 177,606.00                | \$ 46.00                 | \$ 177,606.00                | \$ 37.00                 | \$ 142,857.00                |  |
| 7   | Helical Piles, work fully performed, complete in place.                                | 17       | EA   | \$ 1,700.00              | \$ 28,900.00                 | \$ 3,750.00              | \$ 63,750.00                 | \$ 2,400.00              | \$ 40,800.00                 |  |
| 8   | Handrail, work fully performed, complete in place.                                     | 112      | LF   | \$ 195.00                | \$ 21,840.00                 | \$ 180.00                | \$ 20,160.00                 | \$ 199.00                | \$ 22,288.00                 |  |
| 9   | Sidewalk (6"), work fully performed, complete in place.                                | 13       | CY   | \$ 600.00                | \$ 7,800.00                  | \$ 365.00                | \$ 4,745.00                  | \$ 1,525.00              | \$ 19,825.00                 |  |
| 10  | Water Management, work fully performed.  | 1        | LS   | \$ 25,000.00             | \$ 25,000.00                 | \$ 30,000.00             | \$ 30,000.00                 | \$ 44,875.00             | \$ 44,875.00                 |  |
| 11  | Compacted Fill, work fully performed, complete in place                                | 350      | CY   | \$ 35.00                 | \$ 12,250.00                 | \$ 38.00                 | \$ 13,300.00                 | \$ 70.00                 | \$ 24,500.00                 |  |
| 12  | 18" Dry Rock Riprap with Geotextile, work fully performed, complete in place           | 215      | CY   | \$ 164.00                | \$ 35,260.00                 | \$ 225.00                | \$ 48,375.00                 | \$ 193.00                | \$ 41,495.00                 |  |
| 13  | Establishment of Grass (Hydromulch Seeding), work fully performed, complete in place   | 5735     | SF   | \$ 1.00                  | \$ 5,735.00                  | \$ 0.35                  | \$ 2,007.25                  | \$ 0.60                  | \$ 3,441.00                  |  |
| 14  | Irrigation Repair Allowance, work fully performed, complete in place.                  | 1        | LS   | \$ 3,000.00              | \$ 3,000.00                  | \$ 3,000.00              | \$ 3,000.00                  | \$ 3,000.00              | \$ 3,000.00                  |  |
| 15  | Concrete Tie-Beam, work fully performed, complete in place.                            | 50       | CY   | \$ 725.00                | \$ 36,250.00                 | \$ 535.00                | \$ 26,750.00                 | \$ 645.00                | \$ 32,250.00                 |  |
|     | Total Base Bid   |          |      |                          | \$ 397,141.00                |                          | \$ 438,693.25                |                          | \$ 456,706.00                |  |

|     |  | 1        |      |                  | IBC*      |                              |                          | Contracting<br>mount         |                          | nt Company, LLC<br>mount     | <b>¬</b>         |                     |  |
|-----|--|----------|------|------------------|-----------|------------------------------|--------------------------|------------------------------|--------------------------|------------------------------|------------------|---------------------|--|
| NO. | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE (NUMB | R ONLY) E | EXTENDED PRICE (NUMBER ONLY) | UNIT PRICE (NUMBER ONLY) | EXTENDED PRICE (NUMBER ONLY) | UNIT PRICE (NUMBER ONLY) | EXTENDED PRICE (NUMBER ONLY) | Item Average     | Low Bid Above/Below |  |
|     | BASE BID   |          |      |                  |           |                              |                          |                              |                          |                              |                  |                     |  |
| 1   | Site Preparation, Clearing and Grubbing, work fully performed as per specifications    | 1        | LS   | \$ 59            | 000.00 \$ | 59,000.00                    | \$ 43,691.39             | \$ 43,691.39                 | \$ 50,000.00             | \$ 50,000.00                 | \$ 43,990.23 \$  | (28,990.23)         |  |
| 2   | Construction staking, work fully performed, in place.                                  | 1        | LS   | \$ 10            | 000.00 \$ | 10,000.00                    | \$ 4,720.00              | \$ 4,720.00                  | \$ 7,000.00              | \$ 7,000.00                  | \$ 6,703.33 \$   | (1,203.33)          |  |
| 3   | As-Built Survey, work fully performed.   | 1        | LS   | \$ 6             | 000.00 \$ | 6,000.00                     | \$ 3,540.00              | \$ 3,540.00                  | \$ 5,000.00              | \$ 5,000.00                  | \$ 4,340.00 \$   | 660.00              |  |
| 4   | Stabilized Construction Entrance, work fully performed, complete in place.             | 1        | EA   | \$ 3             | 000.00 \$ | 3,000.00                     | \$ 1,209.50              | \$ 1,209.50                  | \$ 5,000.00              | \$ 5,000.00                  | \$ 3,389.08 \$   | 1,110.92            |  |
| 5   | Temporary 6' Chainlink Fence and Barricading, work fully performed, complete in place. | 1        | LS   | \$ 4             | 000.00 \$ | 4,000.00                     | \$ 9,026.48              | \$ 9,026.48                  | \$ 5,000.00              | \$ 5,000.00                  | \$ 6,587.75 \$   | 6,912.25            |  |
| 6   | Sheet Pile, work fully performed, complete in place.                                   | 3861     | SF   | \$               | 35.00 \$  | 135,135.00                   | \$ 35.46                 | \$ 136,911.06                | \$ 100.00                | \$ 386,100.00                | \$ 192,702.51 \$ | (15,096.51)         |  |
| 7   | Helical Piles, work fully performed, complete in place.                                | 17       | EA   | \$ 5             | 000.00 \$ | 85,000.00                    | \$ 3,685.27              | \$ 62,649.59                 | \$ 9,000.00              | \$ 153,000.00                | \$ 72,349.93 \$  | (43,449.93)         |  |
| 8   | Handrail, work fully performed, complete in place.                                     | 112      | LF   | \$               | 115.00 \$ | 12,880.00                    | \$ 113.77                | \$ 12,742.24                 | \$ 150.00                | \$ 16,800.00                 | \$ 17,785.04 \$  | 4,054.96            |  |
| 9   | Sidewalk (6"), work fully performed, complete in place.                                | 13       | CY   | \$               | 750.00 \$ | 9,750.00                     | \$ 627.35                | \$ 8,155.55                  | \$ 600.00                | \$ 7,800.00                  | \$ 9,679.26 \$   | (1,879.26)          |  |
| 10  | Water Management, work fully performed.  | 1        | LS   | \$ 25            | 000.00 \$ | 25,000.00                    | \$ 79,543.82             | \$ 79,543.82                 | \$ 44,000.00             | \$ 44,000.00                 | \$ 41,403.14 \$  | (16,403.14)         |  |
| 11  | Compacted Fill, work fully performed, complete in place                                | 350      | CY   | <b>\$</b>        | 50.00 \$  | 17,500.00                    | \$ 69.02                 | \$ 24,157.00                 | \$ 125.00                | \$ 43,750.00                 | \$ 22,576.17 \$  | (10,326.17)         |  |
| 12  | 18" Dry Rock Riprap with Geotextile, work fully performed, complete in place           | 215      | CY   | \$               | 200.00 \$ | 43,000.00                    | \$ 161.08                | \$ 34,632.20                 | \$ 275.00                | \$ 59,125.00                 | \$ 43,647.87 \$  | (8,387.87)          |  |
| 13  | Establishment of Grass (Hydromulch Seeding), work fully performed, complete in place   | 5735     | SF   | \$               | 1.00 \$   | 5,735.00                     | \$ 0.45                  | \$ 2,580.75                  | \$ 1.00                  | \$ 5,735.00                  | \$ 4,205.67 \$   | 1,529.33            |  |
| 14  | Irrigation Repair Allowance, work fully performed, complete in place.                  | 1        | LS   | \$ 3             | 000.00 \$ | 3,000.00                     | \$ 3,000.00              | \$ 3,000.00                  | \$ 3,000.00              | \$ 3,000.00                  | \$ 3,000.00 \$   | -                   |  |
| 15  | Concrete Tie-Beam, work fully performed, complete in place.                            | 50       | CY   | \$ 1             | 000.00 \$ | 50,000.00                    | \$ 992.01                | \$ 49,600.50                 | \$ 600.00                | \$ 30,000.00                 | \$ 37,475.08 \$  | (1,225.08)          |  |
|     | Total Base Bid   |          |      |                  | \$        | 469.000.00                   |                          | \$ 476.160.08                |                          | \$ 821,310,00                |                  |                     |  |

Notes:

<sup>1.</sup> GHB Equipment base bid total was incorrectly computed. Tota base bid should be \$821,310 vs \$791,310. Off by \$30,000.



February 6, 2020 AVO 36001

Gabe Johnson, P.E. Director of Public Works City of Grand Prairie 206 W. Church Street Grand Prairie, Texas 75053-4045

RE: Lynn Creek Park Marina Slope Repair Improvements at the Oasis W.O.# 620.50 – Letter of Recommendation

## Dear Mr. Gabe Johnson:

Bids for the referenced project were received and opened publicly on Tuesday, February 4, 2020 at the City of Grand Prairie. A total of six (6) bids were received. Below is a summary of the bid tabulation from low to high.

| Contractor                     | Base Bid      |
|--------------------------------|---------------|
| Solid Bridge Construction, LLC | \$ 397,141.00 |
| Serco Construction Group Ltd.  | \$ 438,693.25 |
| DCI Contracting                | \$ 456,706.00 |
| IBCTX                          | \$ 469,000.00 |
| McMahon Contracting            | \$ 476,160.08 |
| GHB Equipment Company, LLC     | \$ 821,310.00 |

The total Engineer's opinion of probable construction cost was \$307,000 (Base Bid) totaling Three Hundred and Seven Thousand Dollars (\$307,000.00); Solid Bridge Constrution, LLC was the low bidder with a total bid of Three Hundred and Ninety-seven Thousand One-Hundred and Forty-one Dollars (\$397,141.00) and 60 calendar days to complete the project. We checked the bids for errors and omissions and found mathematical errors on the GHB Equipment Company, LLC bid proposal and corrected and noted them on the final bid tab.

We have reviewed Solid Bridge Construction, LLC along with their qualifications. We contacted the following references for Solid Bridge Construction, LLC and received favorable reviews for the work they have performed and/or currently performing for these entities on similar type projects. All responded that Solid Bridge Construction, LLC quality of work is good and satisfactory and they are responsive and easy to work with. All expressed willingness to work with them again.



| Project                           | Owner              | Contact     | <b>Contact Phone No.</b> |
|-----------------------------------|--------------------|-------------|--------------------------|
| Lake Conroe/General Construction  | MUD2               | Guy Matelli | 713-836-9862             |
|                                   | City of            | Dwayne      |                          |
| Holt Park                         | Brenham            | Gawjewski   | 979-836-7937             |
| Ashmore Drainage Channel          | City of Tyler      | Dennis Cole | 713-819-8282             |
| Municipality/General Construction | City of<br>Brenham | Bobby Keene | 979-451-5549             |

Based on our evaluation, we have found nothing significant to warrant the disqualification of Solid Bridge Construction, LLC and therefore recommend that the Lynn Creek Park Marina Slope Repair Improvements at the Oasis (W.O.# 620.50) be awarded to Solid Bridge Construction, LLC.

Sincerely,

HALFF ASSOCIATES, INC.

Stephen Crawford, P.E., CFM

Vice President

Cc: Bill Crolley, Deputy City Manager

tiphe Crawford

Romin Khavari, P.E., CFM, City Engineer George Fanous, P.E., Engineering Department Maxine Snow, Administrative Supervisor

Attachment: Bid Tabs



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 19-9528 Version: 1 Name: CPA190604 – Grand Oaks

Type: Ordinance Status: Public Hearing Consent Agenda

File created: 10/28/2019 In control: Planning and Zoning Commission

On agenda: 2/18/2020 Final action:

Title: CPA190604 - Comprehensive Plan Amendment- Grand Oaks (City Council District 2). Amendment to

the Comprehensive Plan from Open Space/Drainage to Medium Density Residential on 9.4 acres out of the Aaron Wilson Survey, City of Grand Prairie, Dallas County, Texas, zoned Planned Development (PD-198) and addressed as 3502 Country Club Dr. (On February 3, 2020, the Planning and Zoning

Commission tabled this case by a vote of 7-0).

Sponsors:

Indexes:

**Code sections:** 

#### Attachments:

| Date     | Ver. | Action By                      | Action | Result |
|----------|------|--------------------------------|--------|--------|
| 2/3/2020 | 1    | Planning and Zoning Commission |        |        |

#### **From**

Chris Hartmann

#### **Title**

CPA190604 - Comprehensive Plan Amendment- Grand Oaks (City Council District 2). Amendment to the Comprehensive Plan from Open Space/Drainage to Medium Density Residential on 9.4 acres out of the Aaron Wilson Survey, City of Grand Prairie, Dallas County, Texas, zoned Planned Development (PD-198) and addressed as 3502 Country Club Dr. (On February 3, 2020, the Planning and Zoning Commission tabled this case by a vote of 7-0).

## **Presenter**

David P. Jones, AICP, Chief City Planner

#### **Recommended Acti**

**Tabled** 

## **Analysis**

## **Body**



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie. Texas

## Legislation Details (With Text)

File #: 19-9189 Version: 1 Name: Z190604/CP190604 - Grand Oaks Single Family

Residences

Type: Ordinance Status: Public Hearing Consent Agenda

File created: 7/26/2019 In control: Planning and Zoning Commission

On agenda: 2/18/2020 Final action:

Title: Z190604/CP190604 - Planned Development Request/Concept Plan - Grand Oaks Single Family

Residences (City Council District 2). Zoning Change and Concept Plan/PD Amendment for 59 lots intended for single-family residential development consisting of attached and detached units on the site of the former clubhouse for Grand Oaks Country Club. 9.4 acres out of the Aaron Wilson Survey, City of Grand Prairie, Dallas County, Texas, zoned Planned Development (PD-198) and addressed as 3502 Country Club Dr. The agent is Michael Salcedo, Salcedo Group, Inc. and the owner is Rick Mai, Rowsco, Inc. (On February 3, 2020, the Planning and Zoning Commission tabled this case by a vote

of 7-0).

Sponsors:

Indexes:

**Code sections:** 

#### Attachments:

| Date       | Ver. | Action By                      | Action | Result |
|------------|------|--------------------------------|--------|--------|
| 2/3/2020   | 1    | Planning and Zoning Commission |        |        |
| 11/19/2019 | 1    | City Council                   | Tabled |        |
| 11/4/2019  | 1    | Planning and Zoning Commission |        |        |
| 8/20/2019  | 1    | City Council                   | Tabled |        |
| 8/5/2019   | 1    | Planning and Zoning Commission |        |        |

## **From**

Chris Hartmann

#### **Title**

Z190604/CP190604 - Planned Development Request/Concept Plan - Grand Oaks Single Family Residences (City Council District 2). Zoning Change and Concept Plan/PD Amendment for 59 lots intended for single-family residential development consisting of attached and detached units on the site of the former clubhouse for Grand Oaks Country Club. 9.4 acres out of the Aaron Wilson Survey, City of Grand Prairie, Dallas County, Texas, zoned Planned Development (PD-198) and addressed as 3502 Country Club Dr. The agent is Michael Salcedo, Salcedo Group, Inc. and the owner is Rick Mai, Rowsco, Inc. (On February 3, 2020, the Planning and Zoning Commission tabled this case by a vote of 7-0).

#### **Presenter**

David P. Jones, AICP, Chief City Planner

## **Recommended Action**

Tabled

File #: 19-9189, Version: 1

**Analysis** 

Body



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-9736 Version: 1 Name: S200201 - Site Plan - Presidium Hill Street

Apartments

Type: Agenda Item Status: Public Hearing Consent Agenda

File created: 1/23/2020 In control: Planning and Zoning Commission

On agenda: 2/18/2020 Final action:

Title: S200201 - Site Plan - Presidium Hill Street Apartments (City Council District 5). A Site Plan for

Presidium Hill Street Apartments, a 290 unit multi-Family Development. 13.1509 acres out of the Hein Bilsmirer Survey, Tract 3 & 11, Abstract No. 111 and the Pablo Mansola Survey, Tract 1, Abstract No. 933, Dallas County, City of Grand Prairie, Texas. Zoned PD-392 District within the SH-161 Overlay and addressed as 1610 Hill Street, 1614 Hill St, and 906 North Hwy 161. The applicant is Jonathan Kerby, Kimley Horn and the owner is Paul and Robby Sieminski. (On February 3, 2020, the Planning

and Zoning Commission recommended approval of this request by a vote of 7-0).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A - Location Map

Exhibit B - Site Plan
Exhibit C - Elevations
Exhibit D - Landscape Plan
PZ Draft Minutes of 02-03-20.pdf

Date Ver. Action By Action Result

2/3/2020 1 Planning and Zoning Commission

#### From

Chris Hartmann

## **Title**

S200201 - Site Plan - Presidium Hill Street Apartments (City Council District 5). A Site Plan for Presidium Hill Street Apartments, a 290 unit multi-Family Development. 13.1509 acres out of the Hein Bilsmirer Survey, Tract 3 & 11, Abstract No. 111 and the Pablo Mansola Survey, Tract 1, Abstract No. 933, Dallas County, City of Grand Prairie, Texas. Zoned PD-392 District within the SH-161 Overlay and addressed as 1610 Hill Street, 1614 Hill St, and 906 North Hwy 161. The applicant is Jonathan Kerby, Kimley Horn and the owner is Paul and Robby Sieminski. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

## Presenter

David P. Jones, AICP, Chief City Planner

## **Recommended Action**

Approve

## **Analysis**

## **SUMMARY:**

## File #: 20-9736, Version: 1

A request to approve a Site Plan authorizing the construction of a four story 290 unit Multi-Family development on 13.1509 acres out of the Hein Bilsmirer Survey, Abstract No. 111 & Pablo Mansola Survey, Abstract No. 993. The 13.1509 acre lot is generally located east at the intersection of State Highway 161 and Hill Street, zoned Planned Development-392 District, and within the SH 161 Overlay.

## **PURPOSE OF REQUEST:**

The applicant is seeking approval of a site plan to allow for a 290 unit Multi-Family development. The complex will compose of 198 one bedroom units, 80 two bedroom units, and 12 three bedroom units. City Council approval of a site plan is required for properties within a planned development district, or an overlay district. Development at this location requires site plan approval by City Council, because the property is zoned PD-392 and within the 161 Overlay Corridor.

## ADJACENT LAND USES AND ACCESS:

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

**Table 1: Zoning and Land Uses** 

| Direction | Zoning      | Existing Use                           |
|-----------|-------------|--|
| North     | SF-2, MF-1  | Single-Family Residences; Quad         |
| South     | None        | Hill St; Hwy 161                       |
| West      | SF-4, CO, C | Undeveloped Lots                       |
| East      | SF-4        | Single-Family Residences; Hill S Inst. |

## **HISTORY:**

- September 17, 2019 City Council approved PD-392 and a Concept Plan, rezoning the property from SF-and CO to PD-392 for Multi-Family, Retail, and Restaurant uses (Case Number Z190801/CP190801).
- September 17, 2019 City Council approved a Future Land Use Map (FLUM) change to Mixed Use from the Open Space/Drainage and Mixed Use designation (Case Number CPA190801).

## PROPOSED USE CHARACTERISTICS AND FUNCTION:

The 290 unit development is accessible from Hill Street and has two access points, one being an emergency access only gate. The development includes a clubhouse, pool, dog park and dog washing station, and outdoor recreational spaces.

## Access and Parking

The property is accessible from two drives on Hill Street; however, one will be an emergency access only gate. The required number of parking spaces is determined by use. Table 2 provides the parking calculations for the proposed development. The number of parking spaces provided meets the number of spaces required.

**Table 2: Parking Calculations** 

| Standard           | Calculation                    | Required | Provided | Meets |  |
|--------------------|--------------------------------|----------|----------|-------|--|
| Min. Spaces 1 Bd U | Jn198 (68%) x 1.25             | -        | -        |       |  |
| Min. Spaces 2 & 3  | B <sub>6</sub> 92 (32%) x 2 SP | -        | -        |       |  |
| Total              |                                | 432      | 444      | Yes   |  |

| File #: | 20-9736, | Version: | 1 |
|---------|----------|----------|---|
|---------|----------|----------|---|

| Garages             | 20% of Required Parl86 | 89  | Yes |  |
|---------------------|------------------------|-----|-----|--|
| Carports            | 20% of Required Parl86 | 134 | Yes |  |
| Guest Parking       | 10% of Required Parl43 | 44  | Yes |  |
| <b>Total Spaces</b> | 432                    | 444 | Yes |  |

## **ZONING REQUIREMENTS:**

## Density and Dimensional Requirements

The subject property is zoned PD-392 with a base zoning of "MF-3" Multi-Family Three Residential District; development is subject to the "MF-3" standards in the Unified Development Code (UDC). The following table evaluates the density and dimensional standards of the proposed development. The proposal meets or exceeds the density and dimensional requirements.

**Table 3: Site Data Summary** 

| Standard                 | Required      | Provided  | Meets |  |
|--------------------------|---------------|-----------|-------|--|
| Maximum Single Bed U     | (ni:189 (65%) | 198 (68%) | No    |  |
| Minimum Living Area (    | Sq600         | 678       | Yes   |  |
| Min. Lot Area (Sq. Ft.)  | 12,000        | 572,853   | Yes   |  |
| Min. Lot Width (Ft.)     | 100           | 1,321     | Yes   |  |
| Min. Lot Depth (Ft.)     | 120           | 571       | Yes   |  |
| Front Setback (Ft.)      | 30            | 30        | Yes   |  |
| Rear Setback (Ft.)       | 45            | 45        | Yes   |  |
| Side Yard Setback Inter- | ior45         | 45        | Yes   |  |
| Side Yard Setback Stree  | t (30         | 30        | Yes   |  |
| Max. Height (Ft.)        | 60            | 50        | Yes   |  |
|                          |               |           |       |  |

## Landscape and Screening

The property is subject to the landscaping and screening requirements found in Article 8 and Appendix W of the UDC. Table 4 summarizes what is required and what is proposed. The proposal meets the landscape and screening requirements.

**Table 4: Landscape & Screening Requirements** 

| Standard                 | Required          | Provided          | Meets |
|--------------------------|-------------------|-------------------|-------|
| Landscape Area (Sq. Ft.) | 85,928            | 85,928            | Yes   |
| Trees                    | 172               | 172               | Yes   |
| Street Trees             | 14                | 12                |       |
| Shrubs                   | 1,719             | 2,241             | Yes   |
| Dumpster Enclosure       | Masonry Enclosure | Masonry Enclosure | Yes   |

## Exterior Building Materials and Architecture

The exterior finish includes stucco, manufactured stone, wood tone fiber cement panels, and fiber cement siding material. The proposed building elevations meet the material and architectural requirements.

## File #: 20-9736, Version: 1

## Appendix W Amenities

Amenities include: dog park, dog washing station, gated access to adjacent park, pool, water feature, cabanas, outdoor swings and ping pong, and outdoor grill and dining area. The proposal meets Appendix W requirements for amenities.

## **VARIANCES:**

The applicant is requesting 68% one bedroom units. The applicant meets the recommended design standards, Council can approve up to a 10% increase in one bedroom units.

## **RECOMMENDATION:**

The Development Review Committee recommends approval.

At its February 3, 2020 meeting, the Planning and Zoning Commission voted unanimously to recommend approval.





CASE LOCATION MAP
Case Number S200201
Presidium Hill Street Apartments

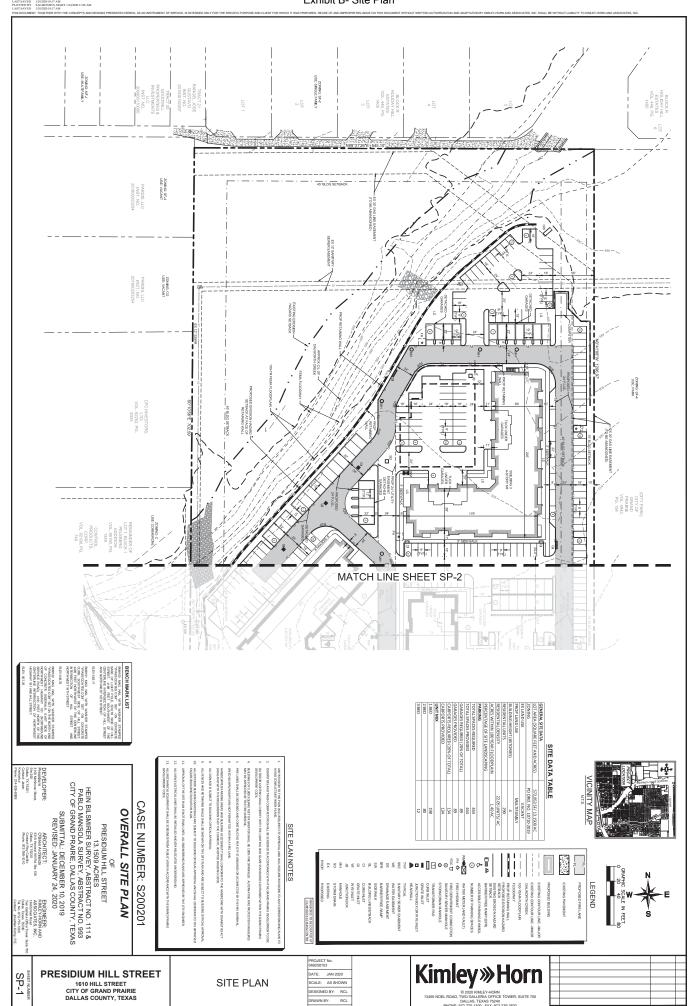


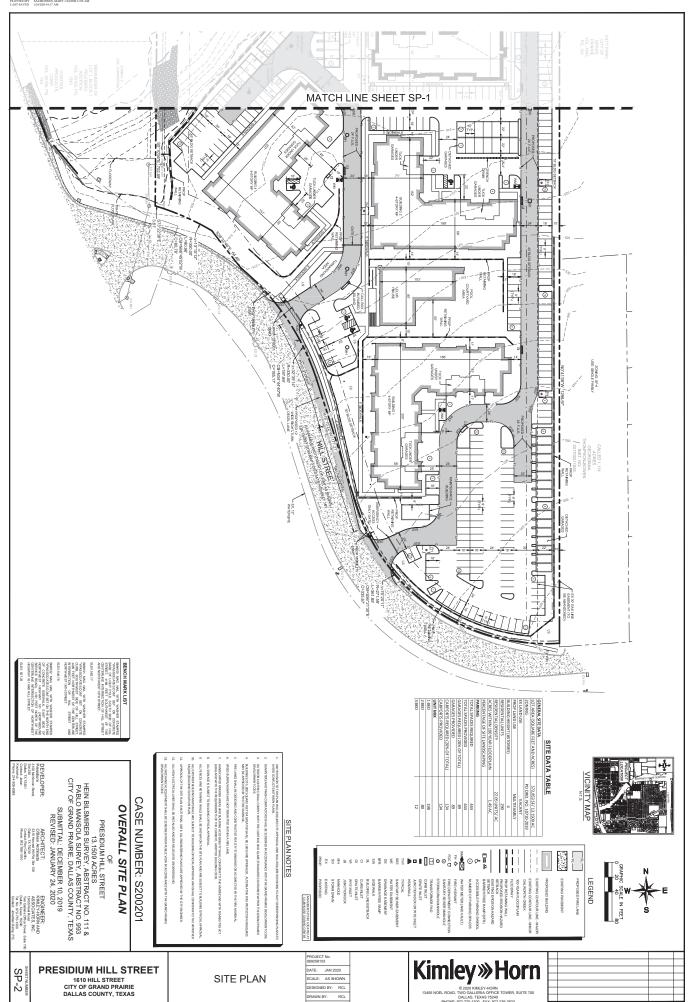
City of Grand Prairie

Development Services

**(**972) 237-8255

www.gptx.org





146'-6" a.f.f. T.O.P.

PAINTED STUCCO

DARK STONE

121'-6" a.f.f. Level 03

• 100'-0" a.f.f. Level 01

110'-8" a.f.f. Level 02

132'-2" a.f.f. Level 04

Bldg.1 SOUTH / NORTH ELEVATIONS Scale: 1/8"= 1'-0" Date:01.15.2020







Bldg.1 EAST / WEST ELEVATIONS
Scale: 1/8"=1'-0" Date: 01.15.2020



Bldg.2 SOUTH / NORTH ELEVATIONS Scale: 1/8"= 1'-0" Date: 01.15.2020



Bldg.2 EAST / WEST ELEVATIONS

Scale: 1/8"= 1'-0" Date: 01.15.2020

**CBRIEN** 



Bldg.3 SOUTH / NORTH ELEVATIONS Scale: 1/8"= 1'-0" Date: 01.15.2020



Bldg.3 EAST / WEST ELEVATIONS

Scale: 1/8"= 1'-0" Date: 01.15.2020

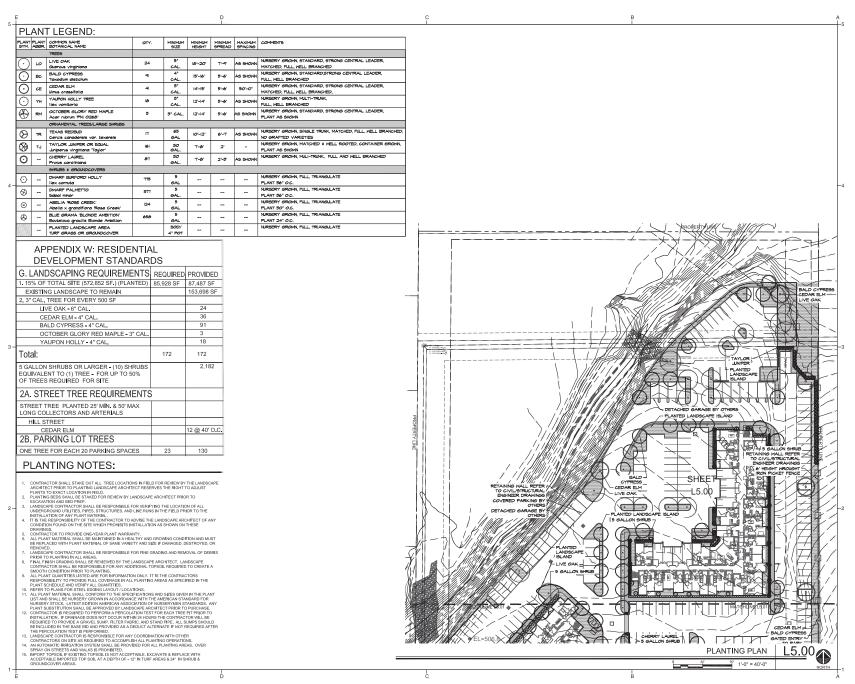
**CBRIEN** 

Bldg.4 SOUTH / NORTH ELEVATIONS Scale: 1/8"= 1'-0" Date: 01.15.2020

**CBRIEN** 



Bldg.4 EAST / WEST ELEVATIONS
Scale: 1/8"= 1'-0" Date: 01.15.2018



## studioOutside

824 Exposition Avenue, Ste. 5 Dallas, Texas 75226 o214.954.7160 f214.954.7162

Project Name

# PRESIDIUM HILL STREET



issue rille

#### REVISED CITY SUBMITTAL II

| Issue / Addenda / Revisions |        |        |                           |
|-----------------------------|--------|--------|---------------------------|
| -                           | Date   |        | Description               |
|                             | 2019   | 12.10  | FIRST CITY SUBMITTAL      |
|                             | 2020   | .01.17 | REVISED CITY SUBMITTAL    |
|                             | 2020   | .01.24 | REVISED CITY SUBMITTAL II |
|                             |        |        |                           |
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|                             |        |        |                           |

Carl



Drawing Title

Issue Date: Project No: Reviewed By:

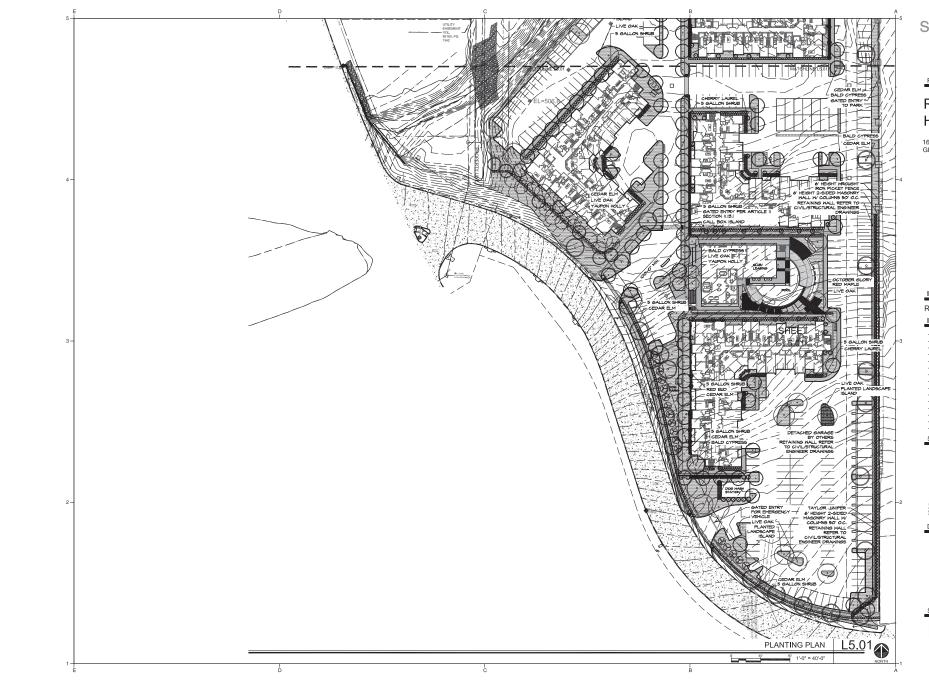
19131 WTA CK

2020.01.24

Sheet No.

L5.00

NOT FOR CONSTRUCTION

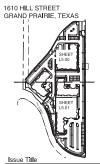


## studioOutside

824 Exposition Avenue, Ste. 5 Dallas, Texas 75226 o214.954.7160 f214.954.7162

Project Name

## PRESIDIUM HILL STREET



#### REVISED CITY SUBMITTAL II

#### Issue / Addenda / Revisions

| Juo / Muu  | enda / nevisions          |
|------------|---------------------------|
| Date       | Description               |
| 2019,12,10 | FIRST CITY SUBMITTAL      |
| 2020.01.17 | REVISED CITY SUBMITTAL    |
| 2020.01.24 | REVISED CITY SUBMITTAL II |
|            |                           |
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|            |                           |

#### Carl



Drawing Title

#### PLANTING PLAN

Issue Date: 2020,01.24
Project No: 19131
Reviewed By: WTA
Drawn By: CK

Sheet No.

## L5.01

NOT FOR CONSTRUCTION



# REGULAR PLANNING AND ZONING COMMISSION MEETING MINUTES FEBRUARY 3, 2020

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

COMMISSIONERS ABSENT: Warren Landrum and Eduardo Carranza

CITY STAFF PRESENT: Deputy City Manager Bill Crolley, David Jones, Chief City Planner, Savannah Ware, Senior Planner, Nyliah Acosta, Planner, Charles Lee, Senior Planner, Mark Dempsey, Deputy City Attorney, Brett Huntsman, Transportation Planner, and Chris Hartmann, Executive Assistant.

Item #10 - S200201 - Site Plan - Presidium Hill Street Apartments (Commissioner Moser/City Council District 5). Planner Nyliah Acosta presented the case report and gave a Power Point presentation for a Site Plan for Presidium Hill Street Apartments, a 290unit multi-Family Development. Located at 1610 Hill Street, 1614 Hill St, and 906 North Hwy 161 legally described as 13.1509 acres out of the Hein Bilsmirer Survey, Tract 3 & 11, Abstract No. 111 and the Pablo Mansola Survey, Tract 1, Abstract No. 933, Dallas County, City of Grand Prairie, Texas, Zoned PD-392 District. The applicant is Jonathan Kerby, Kimley Horn and the owner is Paul and Robby Sieminski.

Ms. Acosta stated the 290-unit development is accessible from Hill Street and has two access points, one being an emergency access only gate. The development includes a clubhouse, pool, dog park and dog washing station, and outdoor recreational spaces. The property is accessible from two drives on Hill Street; however, one will be an emergency access only gate. The required number of parking spaces is determined by use. The number of parking spaces provided meets the number of spaces required. The subject property is zoned PD-392 with a base zoning of "MF-3" Multi-Family Three Residential District; development is subject to the "MF-3" standards in the Unified Development Code. The proposal meets or exceeds the density and dimensional requirements. The property is subject to the landscaping and screening requirements found in Article 8 and Appendix W of the UDC. The proposal meets the landscape and screening requirements. The exterior finish includes stucco, manufactured stone, wood tone fiber cement panels, and fiber cement siding material. The proposed building elevations meet the material and architectural requirements. Amenities include: dog park, dog washing station, gated access to

adjacent park, pool, water feature, cabanas, outdoor swings and ping pong, and outdoor grill and dining area. The proposal meets Appendix W requirements for amenities. The applicant is requesting 68% one bedroom units. The applicant meets the recommended design standards Council can approve up to a 10% increase in one bedroom units. The Development Review Committee recommends approval.

Chairperson Spare stated there were no questions for staff, opened the public hearing, and called for individuals wishing to speak on this item. No one was present to represent the case. There being no further discussion on the case commissioner Moser moved to close the public hearing and approve case S200201 as presented by staff. The action and vote being recorded as follows:

Motion: Moser Second: Coleman

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

Nays: None **Approved: 7-0**Motion: **carried.** 



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-9737 Version: 1 Name: S200202 - Longhorn Steakhouse at Epic West

Towne Crossing

Type: Agenda Item Status: Public Hearing Consent Agenda

File created: 1/23/2020 In control: Planning and Zoning Commission

On agenda: 2/18/2020 Final action:

Title: S200202 - Site Plan - Longhorn Steakhouse at Epic West Towne Crossing (City Council District 2).

Site Plan for a 5,660-sq. ft. restaurant on 1.463 acres. Lot 6R, Block B, Epic West Towne Crossing Phase 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364, within the SH-161 Corridor Overlay District, and addressed as 3134 S HWY 161. The applicant is James Powell, Darden, the consultant is Kourtnie Airheart, CDS Development, and the owner is John Weber, Epic West Towne Crossing LP. (On February 3, 2020, the Planning and Zoning Commission recommended approval of

this request by a vote of 7-0).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A - Location Map.pdf

Exhibit B - Site Plan.pdf

Exhibit C - Building Elevations.pdf
Exhibit D - Landscape Plan.pdf
Exhibit E - Appendix F Checklist.pdf
PZ Draft Minutes 02-03-20.pdf

Date Ver. Action By Action Result

2/3/2020 1 Planning and Zoning Commission

### From

Chris Hartmann

### **Title**

S200202 - Site Plan - Longhorn Steakhouse at Epic West Towne Crossing (City Council District 2). Site Plan for a 5,660-sq. ft. restaurant on 1.463 acres. Lot 6R, Block B, Epic West Towne Crossing Phase 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364, within the SH-161 Corridor Overlay District, and addressed as 3134 S HWY 161. The applicant is James Powell, Darden, the consultant is Kourtnie Airheart, CDS Development, and the owner is John Weber, Epic West Towne Crossing LP. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

## **Presenter**

David P. Jones, AICP, Chief City Planner

### **Recommended Action**

Approve

## **Analysis**

## **SUMMARY:**

File #: 20-9737, Version: 1

Site Plan for a 5,660-sq. ft. restaurant on 1.463 acres. Lot 6R, Block B, Epic West Towne Crossing Phase 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364, within the SH-161 Corridor Overlay District, and addressed as 3134 S HWY 161.

## **PURPOSE OF REQUEST:**

The applicant intends to construct a 5,660 sq. ft. restaurant on Lot 6R, Block B, Epic West Towne Crossing Phase 1. Development in a Planned Development District or a Corridor Overlay District requires City Council approval of a Site Plan. Development at this location requires City Council approval of a Site Plan because the property is zoned PD-3 and within the SH-360 Corridor Overlay District.

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

## **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-364 | Creek; SP Approved for Twin Peaks |
| South     | PD-364 | Restaurant (Olive Garden)         |
| West      | PD-364 | Retail/Restaurants                |
| East      | PD-364 | Undeveloped                       |

## PROPOSED USE CHARACTERISTICS AND FUNCTION:

The applicant is proposing to construct a 5,660 sq. ft. restaurant. The site will be accessible from two points on Esplanade. The first drive, already constructed, will provide direct access. The second drive will provide access via a mutual access drive across the Olive Garden site.

The Site Plan includes the 5,660 sq. ft. building, parking, fire lane and access drives, and a dumpster enclosure.

## **ZONING REQUIREMENTS:**

Density and Dimensional Requirements

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

**Table 2: Site Data Summary** 

| Standard                | Required | Provided | Meets |
|-------------------------|----------|----------|-------|
| Min. Lot Area (Sq. Ft.) | 5,000    | 63,719   | Yes   |
| Min. Lot Width (Ft.)    | 50       | 244.23   | Yes   |
| Min. Lot Depth (Ft.)    | 100      | 232.16   | Yes   |
| Front Setback (Ft.)     | 25       | 25       | Yes   |
| Rear Setback (Ft.)      | 0        | 0        | Yes   |
| Max. Height (Ft.)       | 25       | 24*      | Yes   |
| Max. Floor Area Ratio   | .5:1     | .08:1    | Yes   |

<sup>\*</sup>The flag poles on the roof extend to a height of 33.5 ft. Article 6 of the UDC allows certain features to be constructed 15

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ft. higher than the maximum height requirement if not more than one-third of the total roof area is consumed by such features and the features are set back from the edge of the roof a minimum distance of one foot for every foot by which such features extend above the roof surface of the principal building to which they are attached. The flag poles require an exception because they are set back 3 ft. from the roof.

## Parking

Appendix F states that parking calculations in Article 10 of the UDC shall serve as parking maximums. The proposal includes 93 parking spaces, which exceeds the maximum allowed.

## Landscape and Screening

The property is subject to landscape and screening requirements in Article 8 and Appendix F of the UDC and PD-364. The table below summarizes these requirements. The proposal meets the landscape and screening requirements.

**Table 3: Landscape & Screening Requirements** 

| Standard              | Required | Provided | Meets |
|-----------------------|----------|----------|-------|
| Area (Sq. Ft.)        | 6,372    | 19,645   | Yes   |
| Trees                 | 22       | 16       | Yes*  |
| Shrubs                | 128      | 194      | Yes   |
| Seasonal Color (C.G.) | 96       | 364      | Yes   |

<sup>\*</sup>The UDC allows shrubs to be substituted for trees at the rate of 10 shrubs equal one tree. The applicant is proposing to substitute 60 shrubs for six trees.

## **APPENDIX F STANDARDS:**

### Building Design

The exterior building materials include brick, stone, stucco, and fiber cement siding. Appendix F contains two windows requirements. The first is that facades shall include windows in an area that equals 50% of the overall vertical surface of all facades or that equals 50% of the length of all facades. The second requirement is that windows shall account for 30% of the area of street-facing facades. The building includes wood shutters on the west, north, and south facades. The applicant is proposing that the wood shutters count towards the window requirements and are included in the calculations below. The proposed building elevations do not meet the window requirements.

**Table 4: Windows** 

| Façade         | Required | Provided | Meets |  |
|----------------|----------|----------|-------|--|
| West           | 30%      | 7%       | No    |  |
| East           | 30%      | 16%      | No    |  |
| Total (Area)   | 50%      | 23%      | No    |  |
| Total (Length) | 50%      | 35%      | No    |  |

### Menu Items

Appendix F requires that applicants provide Menu Items from four categories: Usable Open and Pedestrian Walkways, Site Design and Building Orientation, Building Design, and Healthy, Smart, and Sustainable Community. The table below lists the Menu Items included in the proposal. The proposal includes 13 Menu Items and exceeds the Appendix F Menu Items requirements.

**Table 5: Appendix F Menu Items** 

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| Category                               | Amenity                     |  |
|--|-----------------------------|--|
| Building Design                        | Materials Mix               |  |
| Building Design                        | Stone Accent                |  |
| Building Design                        | Color Contrast              |  |
| Building Design                        | Articulated Public Entrance |  |
| Building Design                        | Roof Profile Variation      |  |
| Building Design                        | Articulation Elements       |  |
| Building Design                        | Canopy Variation            |  |
| Building Design                        | Design Elements             |  |
| Healthy, Smart & Sustainable Community | 70% Native Plants           |  |
| Healthy, Smart & Sustainable Community | Recycling Program           |  |
| Healthy, Smart & Sustainable Community | Pollinator Friendly Flowers |  |
| Alternative Compliance                 | Foundation Plantings        |  |
| Alternative Compliance                 | Enhanced Landscape Area     |  |
| Alternative Compliance                 | Darden Harvest Program      |  |
| Alternative Compliance                 | Community Involvement       |  |

## **VARIANCES:**

City Council may approve variances to Appendix F 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. Windows on Street-Facing Facades. Appendix F requires that windows account for 30% of street-facing facades. Windows account for 7% of the west facade and 16% of the east facade when 30% is required.
- 2. <u>Total Windows</u>. Appendix F requires that windows account for 50% of the area of all facades or 50% of the length of all facades. Windows account for 35% of the length of all facades when 50% is required.
- 3. <u>Number of Parking Spaces</u>. The proposed number of spaces exceeds what is allowed.
- 4. <u>Maximum Height of Architectural Features</u>: The maximum height of the architectural roof is 24 ft. The flag poles on top of the building extend to 33.5 ft. Article 6 of the UDC allows certain features to be constructed 15 ft. higher than the maximum height requirement if not more than one-third of the total roof area is consumed by such features and the features are set back from the edge of the roof a minimum distance of one foot for every foot by which such features extend above the roof surface of the principal building to which they are attached. The flag poles require an exception because they are set back 3 ft. from the roof.

## **RECOMMENDATION:**

The Development Review Committee (DRC) recommends approval with the condition that the applicant add windows to the east facade.

At its February 3, 2020 meeting, the Planning and Zoning Commission voted unanimously to recommend approval as requested by the applicant.





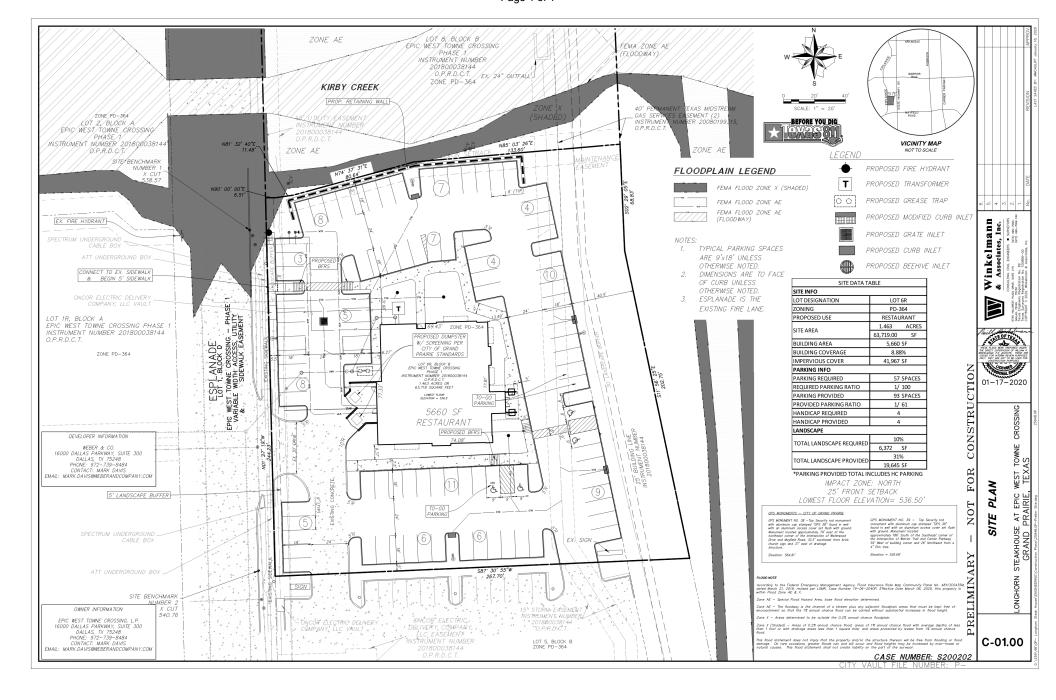
CASE LOCATION MAP Case Number \$200202

Longhorn Steakhouse at Epic West Towne Crossing 3134 S HWY 161 City of Grand Prairie

Development Services

**(**972) 237-8255

www.gptx.org





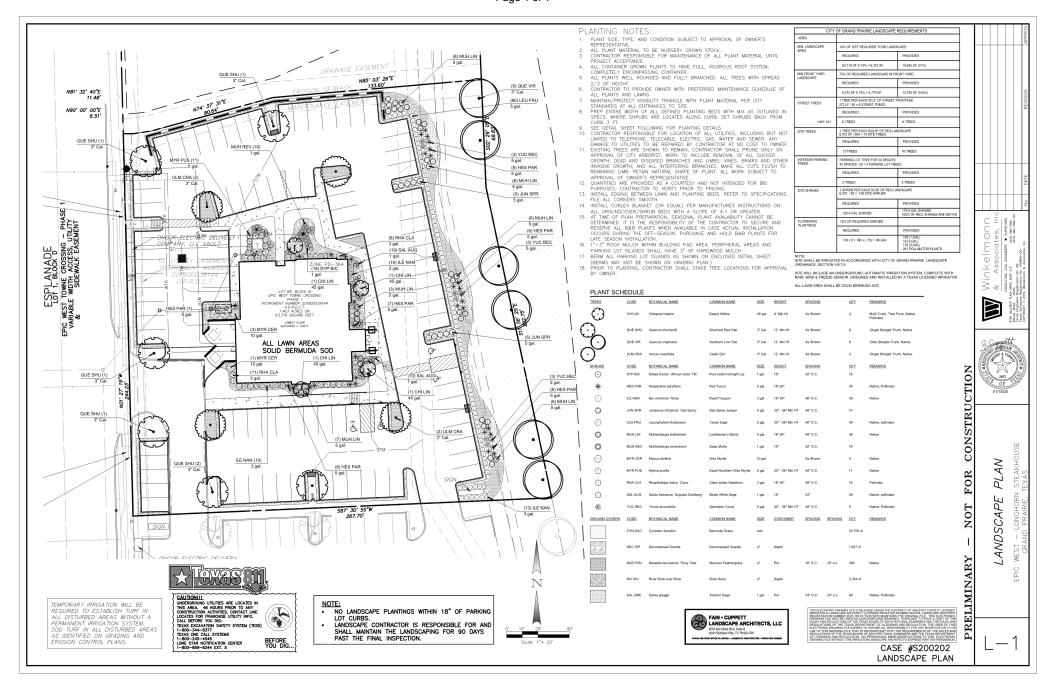






Digital Material Board
Grand Prairie, TX





# **Appendix F Menu Items Checklist**

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

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

| <b>Usable Open</b> | Space & Pedestrian Linkages                         |  |
|--------------------|---|--|
| ✓ If Selected      | Menu Item   | Description  |
|                    | Enhanced Usable Open Space                          | Usable Open Space that exceeds the minimum requirements with at least four Tier 1 amenities and three or more Tier 2 amenities.  • Tier 1 Amenities: two types of seating, active water feature, furnished play area, dog park, sculpture, artwork, furnished outdoor game area, or comparable amenity proposed by the developer.  |
|                    |   | <ul> <li>Seasonal plantings in decorative planters, textured paving, living wall, mural, decorative lighting, USB charging station, electrical hook-up to allow programming, or a comparable amenity proposed by the developer.</li> <li>Circle or highlight the proposed amenities.</li> </ul>  |
|                    | Above-and-Beyond Usable Open Space (2)              | Developers who are able to demonstrate to the Planning and Zoning Commission and City Council that the proposed Usable Open Space goes above-and-beyond the Enhanced Usable Open Space may count the space as two Menu Items.  * Include project narrative or exhibit that lists the proposed amenities and describes why the space should be considered above-and-beyond Usable Open Space.   |
|                    | Public Art Piece                                    | Dedicate at least 1% of the total project cost to one major public art piece to be centrally located.  |
|                    | Public Art Series                                   | Dedicate at least 1% of the total project cost to multiple public art pieces to be located throughout the development.   |
| Site Design &      | <b>Building Orientation (Select at Least Two Me</b> | enu Items)   |
| ✓ If Selected      | Menu Item   | Description  |
|                    | 75% Parking Behind Buildings                        | Buildings shall be placed towards the street with 75% of off-street parking located to the side or rear of buildings.  |
|                    | 100% Parking Behind Buildings (1.5)                 | Buildings shall be placed towards the street with 100% of off-<br>street parking located to the side or rear of buildings.   |
|                    | Add Parking Lot Trees                               | Provide one parking lot tree per five spaces. Parking lot trees should be capable of achieving 30% canopy coverage over the parking area within 10 years of planting.  |
|                    | Rain Gardens  | Provide bioretention areas, or rain gardens, between every other row of parking.   |
|                    | Permeable Surface                                   | Use permeable concrete and pavers on 15% of the surface parking lot.   |
|                    | Strategic Parking                                   | <ul> <li>Submit on of the following Strategic Parking Plans:         <ul> <li>Parking Reclamation Plan – Create a parking reclamation plan that includes specific strategies to reclaim surplus parking spaces to expand structures and usable open spaces or create new ones. Developers should anticipate changes in parking demand and design their site to create opportunities for adaptable reuse.</li> <li>Parking Flex Plan – Create a parking flex plan that shows how parking spaces can be temporarily used for something other than parking, such as festivals, outdoor dining, community gatherings, and other events. The plan should identify the parking spaces and describe how they will be used.</li> </ul> </li> </ul> |

# Exhibit E - Appendix F Checklist Page 2 of 8

|                      | ı ay                                | E 2 01 0   |  |
|----------------------|-------------------------------------|--|--|
|                      | Ceremonial Drive                    | <ul> <li>Phased Parking Plan – Create a phased parking plan and construct parking spaces in phases as demand requires. Areas intended for future parking phases would remain as green spaces until converted to parking spaces. If, after five years, future parking spaces have not been constructed, they shall become permanent green space.</li> <li>→ Circle or highlight selected parking plan.</li> <li>Developments over 20 acres or developments that include multiple lots/buildings shall provide a grand promenade or</li> </ul> |  |
|                      |                                     | ceremonial drive with trees planted every 30 feet.   |  |
|                      | Gateway                             | Developments over 20 acres or developments that include multiple lots/buildings shall use site layout and building placement to create a gateway, frame usable open space, or create a view corridor with appropriate terminus.  |  |
|                      | Park Once Environment (1.5)         | Developments over 10 acres or developments that include multiple lots/buildings shall use site layout and building placement to create a park once environment.  • Shared parking agreements between different lots/occupants must be in place.  |  |
| <b>Building Desi</b> | gn (Select at Least Six Menu Items) |  |  |
| ✓ If Selected        | Menu Item                           | Description  |  |
| X                    | Materials Mix                       | A single material, color, or texture shall not exceed 60% of a single facade.  |  |
| X                    | Stone Accent                        | All four facades shall include a stone accent in a contrasting color and texture from the primary building material. The combined area of the stone accent shall be at least 25% of the vertical surface area of all facades.  |  |
| X                    | Color Contrast                      | Each facade shall include at least two contrasting colors.   |  |
|                      | Specialty Accent                    | Color and/or material shall be used to highlight entrances of multi-tenant buildings. Specialty accents should reflect the personality or character of the occupant.   |  |
|                      | Corner Treatment                    | Developers shall use at least three architectural elements to emphasize corners of the buildings: corner entrance, accent material, projecting cornice, tower element, enhanced windows, cupolas, gables, dormers, balconies, articulation, or a comparable element chosen by the developer. Corner treatments must be one of the Menu Items for buildings at key intersections.   |  |
| Х                    | Articulated Public Entrance         | The primary building entrance shall be visibly prominent from a public street. At least three of the following shall be used: recessed facade, projecting facade, raised canopy, taller door dimensions, double doors, lighting fixtures on either side of the entry, steps or stoops, changes in materials, arches, columns, eave treatment, transom windows, or a comparable element chosen by the developer.    — Circle or highlight the proposed elements.  |  |
|                      | Buildings at Key Intersections      | Developers should highlight key intersections by using additional design elements to create gateways or landmarks. Buildings at key intersections shall include at least three of the following features: corner plaza with plantings and seating, corner tower form, cupolas, large window openings, sloped or pitched roof form, richer colors, seasonal plantings, or a comparable element chosen by the developer.   — Circle or highlight the proposed features.  |  |
| Х                    | Roof Profile Variation              | Developers shall use parapets or another technique to create a distinctive roof profile.   |  |
| X                    | Articulation Elements               | Each facade shall include at least three of the following items every 60 feet: change in roofline, facade modulation, window   |  |

# Exhibit E - Appendix F Checklist Page 3 of 8

|               |   | 6 3 01 6   |
|---------------|---|--|
|               |   | fenestration patterns, vertical columns, and change in material or     |
|               |   | texture.   |
|               |   | → Circle or highlight the proposed items.                              |
|               | Enhanced Windows                              | All facades with windows shall include at least two types of           |
|               |   | windows that differ in the style, size, shape, or placement.           |
| X             | Canopy Variation                              | Facades shall include multiple types of canopies. Changes in           |
|               |   | shape, color, or material should be used to highlight an               |
|               |   | architectural feature or particular user while complementing the       |
|               |   | established design theme.  |
|               |   | * It is likely that individual tenants will determine the final design |
|               |   | of the canopy. If tenants are unknown at this time, submit an          |
|               |   | exhibit that illustrates variations in shape, color, and material      |
|               |   | within the intended design theme.                                      |
| X             | Design Elements                               | Facades shall include at least three other design elements:            |
|               |   | trellises, towers, overhang eves, banding, pilasters, projecting       |
|               |   | cornices, columns, string courses, rustication, lintels, or a          |
|               |   | comparable element proposed by the developer.                          |
|               |   | → Circle or highlight the proposed design elements.                    |
|               | art, and Sustainable Community (Select at Lea |  |
| ✓ If Selected | Menu Item                                     | Description  |
|               | Mature Trees                                  | Provide mature trees for 30% of required trees. The locations of       |
|               |   | the mature trees should be focused in usable open spaces and           |
|               |   | along pedestrian paths.  |
|               | Connect to Parks and/or Trails                | Provide a connection to existing or proposed parks and/or trails.      |
|               |   | The connection should function as a continuation, not just a point     |
|               |   | of access. The connection shall include appropriate amenities          |
|               |   | such as bike racks, pet waste disposal stations, water fountains,      |
|               |   | misting stations, or a comparable amenity proposed by the              |
|               |   | developer.   |
|               |   | → Circle or highlight the proposed amenities.                          |
|               | Community Garden                              | Provide a community garden and participate in the City's               |
|               |   | community gardens partnership program.                                 |
|               | Parking Reclamation Plan                      | Create a parking reclamation plan that includes specific strategies    |
|               |   | to reclaim surplus parking spaces to expand structures and usable      |
|               |   | open spaces or create new ones. Developers should anticipate           |
|               |   | changes in parking demand and design their site to create              |
|               |   | opportunities for adaptable reuse.                                     |
|               | Parking Flex Plan                             | Create a parking flex plan that shows how parking spaces can be        |
|               |   | temporarily used for something other than parking, such as             |
|               |   | festivals, outdoor dining, community gatherings, and other             |
|               |   | events. The plan should identify the parking spaces and describe       |
|               |   | how they will be used.   |
|               | Phased Parking Plan                           | Create a phased parking plan and construct parking spaces in           |
|               |   | phases as demand requires. Areas intended for future parking           |
|               |   | phases would remain as green space until converted to parking          |
|               |   | spaces. If, after five years, future parking phases have not been      |
|               |   | constructed, they shall become permanent green space.                  |
|               | Green Infrastructure                          | Provide and maintain green infrastructure such as bioretention         |
|               |   | areas (rain gardens), planter boxes, or vegetated buffer strips        |
|               |   | consistent with NCTCOG's integrated Stormwater Management              |
|               |   | (iSWM) Program.  |
|               | Solar Energy                                  | Use solar energy to satisfy 25% or more of on-site energy              |
|               |   | demand.  |
|               | Preserve Open Space                           | Reserve existing natural areas comprising at least 5% of the           |
|               | 1 -1  | overall project size. Such areas should incorporate quality non-       |
|               |   | invasive tree stands, habitat or riparian areas. Such areas should     |
|               |   | not include existing floodplain or other areas already protected or    |
|               |   | inherently unsuitable for development.                                 |
|               | 1   |  |

# Exhibit E - Appendix F Checklist Page 4 of 8

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

# **Alternative Compliance**

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

| ✓ If Selected | Proposed Item/Element  | Description   |
|---------------|--|---|
| Х             | Foundation Plantings Site Design & Building Orientation                                | Landscape area planted with shrubs around the foundation of the building on all four sides.   |
| X             | Enhanced Landscape Area Site Design & Building Orientation                             | Enhanced landscape areas north of the building.   |
| Х             | Darden Harvest Program Healthy, Smart, and Sustainable Community Social Sustainability | Sustainable community strategies include continue to support community outreach programs and cultural events. As a participant in the Darden Harvest program, Longhorn Steakhouse will donate surplus food to local food banks, shelters, and charitable organizations.   |
| X             | Community Involvement Healthy, Smart, and Sustainable Community Social Sustainability  | A portion of proceeds from pre-opening training events are donated to help local organizations in need.  As restaurants are remodeled, furniture, fixtures, art, and dishes are donated to Habitat for Humanity ReStores.  Darden hires local people and provides opportunities for advancement. Half of managers are promoted from hourly positions. 99% of General Managers and Directors are promoted from within. |

| Menu Item Summary Table                 |                 |
|---|-----------------|
| Element                                 | # of Menu Items |
| Usable Open Space & Pedestrian Walkways |                 |
| Site Design & Building Orientation      |                 |
| Building Design                         | 8               |
| Healthy, Smart, Sustainable Community   | 2               |
| Alternative Compliance                  | 3               |
| Total Menu Items:                       | 13              |

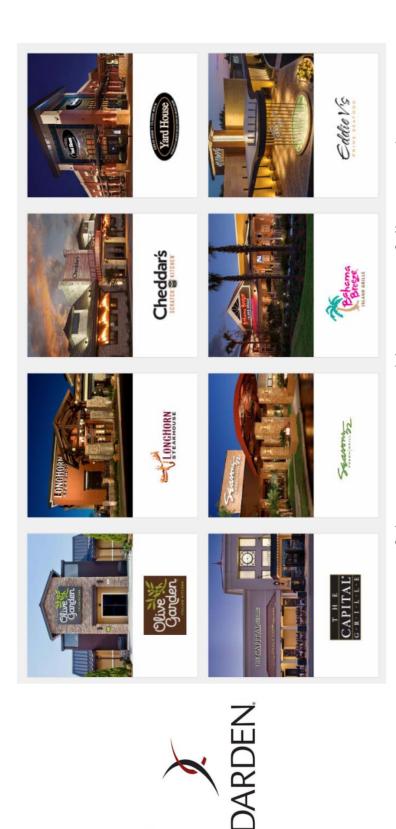


Proposed Grand Prairie, Texas https://www.longhornsteakhouse.com/home



- Brings a popular full-service restaurant to Grand Prairie that averages 3,000 guests per week.
- Will be the third Longhorn in to open in DFW Metroplex.
- Restaurants that are open 7 days a week. Lunch and Dinner.
- Provides local jobs.
- experiences, and we know that with the nature of our team member base, the majority of We strive to find the best talent who match our core values and will deliver great guests applicants come right from the communities we serve.
- Half of our managers are promoted from hourly positions. 99% of our General Managers are promoted from within, and 99% of our Directors of Operations are promoted from within. 0
- We promote as many as 1,000 team members into management every year.





Some of the most recognizable names in full-service dining.

Darden currently employs approximately 180,000 team members in more than 1,700 restaurants, serving more than 380 million customers in hundreds of communities across North America.



# COMMUNITY

# https://www.darden.com/citizenship/people/community-involvement

- Through the <u>Darden Harvest</u> program, Darden team members spend extra time to prepare, package, freeze, and store unserved, surplus food for donation to local food banks, shelters, and other charitable organizations. Since its inception, more than 100 million pounds of food – totaling more than 83 million meals – have been donated through the Harvest program.
- owned businesses throughout its supply chain, working together to provide inclusive opportunities for women entrepreneurs everywhere. Darden, including LongHorn Steakhouse, is a proud member of the Women's Business Enterprise National Council and supports Women-
- With each new restaurant opening, a portion of proceeds from pre-opening training events are donated to help local organizations in need. As restaurants are remodeled, furniture, fixtures, art, and plateware are donated to Habitat for Humanity ReStores.
- The Darden Restaurants, Inc. Foundation works to bring to life this spirit of service through its philanthropic support of charitable organizations across the country. The Foundation does this by focusing its philanthropic efforts on programs that enhance the communities where our team members and guests live and work.

  Since 1995, the Darden Foundation has awarded more than \$90 million in grants to non-profit organizations such as Feeding America, the at Since 1995, the Darden Foundation (NRAEF) and American Red Cross.

  National Restaurant Association Educational Foundation (NRAEF) and American meals to help feed local families affected by natural disasters at member of the Red Cross. The Darden Restaurants, Inc. Foundation works to bring to life this spirit of service through its philanthropic support of charitable
- Our funding helps support the NRAEF ProStart program, a national high school program that introduces students to career opportunities in the restaurant industry and provides them with an industry-driven curriculum on topics ranging from culinary techniques to management skills.





# REGULAR PLANNING AND ZONING COMMISSION MEETING MINUTES FEBRUARY 3, 2020

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

COMMISSIONERS ABSENT: Warren Landrum and Eduardo Carranza

CITY STAFF PRESENT: Deputy City Manager Bill Crolley, David Jones, Chief City Planner, Savannah Ware, Senior Planner, Nyliah Acosta, Planner, Charles Lee, Senior Planner, Mark Dempsey, Deputy City Attorney, Brett Huntsman, Transportation Planner, and Chris Hartmann, Executive Assistant.

Item #11 - S200202 - Site Plan - Longhorn Steakhouse at Epic West Towne Crossing (Commissioner Hedin/City Council District 2). Senior Planner Savannah Ware presented the case report and gave a Power Point presentation for a Site Plan for a 5,660-sq. ft. restaurant on 1.463 acres. Lot 6R, Block B, Epic West Towne Crossing Phase 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364, within the SH-161 Corridor Overlay District, and addressed as 3134 S HWY 161. The applicant is James Powell, Darden, the consultant is Kourtnie Airheart, CDS Development, and the owner is John Weber, Epic West Towne Crossing LP.

Ms. Ware stated the applicant is proposing to construct a 5,660 sq. ft. restaurant. The site will be accessible from two points on Esplanade. The first drive, already constructed, will provide direct access. The second drive will provide access via a mutual access drive across the Olive Garden site. The Site Plan includes the 5,660 sq. ft. building, parking, fire lane and access drives, and a dumpster enclosure. The subject property is zoned PD-364 with a base zoning district of Commercial. Development is subject to the standards in PD-364 and the UDC. The proposal meets or exceeds the density and dimensional requirements. The flag poles on the roof extend to a height of 33.5 ft. Article 6 of the UDC allows certain features to be constructed 15 ft. higher than the maximum height requirement if not more than one-third of the total roof area is consumed by such features and the features are set back from the edge of the roof a minimum distance of one foot for every foot by which such features extend above the roof surface of the principal building to which they are attached. The flag poles require an exception because they are set back 3 ft. from the roof. Appendix F states that parking calculations in Article 10 of the UDC shall serve as parking maximums. The proposal includes 93 parking spaces, which exceeds the maximum allowed. The property is subject to landscape and screening requirements in Article 8 and Appendix F of the UDC and PD-364. The proposal meets the landscape and screening requirements. The UDC allows shrubs to be substituted for trees at the rate of 10 shrubs equal one tree. The applicant is proposing to substitute 60 shrubs for six trees.

Ms. Ware stated the exterior building materials include brick, stone, stucco, and fiber cement siding. Appendix F contains two windows requirements. The first is that facades shall include windows in an area that equals 50% of the overall vertical surface of all facades or that equals 50% of the length of all facades. The second requirement is that windows shall account for 30% of the area of street-facing facades. The building includes wood shutters on the west, north, and south facades. The applicant is proposing that the wood shutters count towards the window requirements and are included in the calculations below. The proposed building elevations do not meet the window requirements. Appendix F requires that applicants provide Menu Items from four categories: Usable Open and Pedestrian Walkways, Site Design and Building Orientation, Building Design, and Healthy, Smart, and Sustainable Community. The table below lists the Menu Items included in the proposal. The proposal includes 13 Menu Items and exceeds the Appendix F Menu Items requirements. City Council may approve variances to Appendix F 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. Windows on Street-Facing Facades. Appendix F requires that windows account for 30% of street-facing facades. Windows account for 7% of the west facade and 16% of the east facade when 30% is required.
- 2. <u>Total Windows</u>. Appendix F requires that windows account for 50% of the area of all facades or 50% of the length of all facades. Windows account for 35% of the length of all facades when 50% is required.
- 3. Number of Parking Spaces. The proposed number of spaces exceeds what is allowed.
- 4. Maximum Height of Architectural Features: The maximum height of the architectural roof is 24 ft. The flag poles on top of the building extend to 33.5 ft. Article 6 of the UDC allows certain features to be constructed 15 ft. higher than the maximum height requirement if not more than one-third of the total roof area is consumed by such features and the features are set back from the edge of the roof a minimum distance of one foot for every foot by which such features extend above the roof surface of the principal building to which they are attached. The flag poles require an exception because they are set back 3 ft. from the roof.

Ms. Ware stated the Development Review Committee recommends approval with the condition that the applicant add windows to the east facade.

Commissioner Hedin asked if there was a certain percentage of windows that staff could accept. Ms. Ware stated they would like to see 30%, but could compromised on a little more than what has been provide.

Will Winkelmann with Winkelmann & Associates, 9952 Portford Drive, Dallas, TX and James Powell, 3719 Brookstone Drive, Sherman, TX, stepped forward representing the case. Mr. Powell stated they are excited to bring this restaurant to Grand Prairie, this would be their third restaurant in north Texas. This is a smaller building than the Olive Garden therefore they would ask that the shutters account for the window requirements. He said their interior is a ranch style restaurant with a farm house feel.

Chairperson Spare asked if they would be willing to provide some spangle glazing to the building. Mr. Powell said using spangle glazing comes with a lot of maintenance and there is no place to put them. Mr. Spare asked if there is any room to meet in the middle with the window requirements. Mr. Powell said he understands staff's recommendation, but, because of their unique look and the size of the building they cannot make any more changes to the building.

Ms. Ware stated staff would ask that the applicant try to meet the intent of ordinance, Appendix F.

Commissioner Hedin stated the building looks very appealing to him even if they do not meet the window requirements.

Commissioner Smith stated she is willing to consider this case do to the uniqueness of the building, we need to honor this development.

Commissioner Connor stated we should meet the ordinance intent when do we draw the line he would love to see this restaurant come into the city, but we do have standards in place can they at least come up with 20% of the windows.

Commissioner Coleman stated a variance is an appeal and that is what they are asking for relief from the window requirements. This is a small building he feels the concept presented is a good looking building, a variance today does not obligate them for another one tomorrow.

Commissioner Connor said the building does look good, but is this the percentage of windows we want to see.

Commissioner Moser asked why is this a smaller building he understands his reasoning, but he would like to work something out with the applicant, because there is a reason for having standards along Hwy 161. Mr. Powell said all of their steakhouses are on a smaller scale, and corporate does not want to change anything than what is being presented.

Mr. Winkelmann stated Epic West is in a Planned Development district with certain language, they are trying to fit into the Epic district.

Mr. Crolley stated we have been dealing with the Overlay district and been making changes, staff is being challenged, but before we bring a case before the Commission and City Council we have already studied the case and worked with the applicant. Nobody wants to say no, but staff has already done the work to prepare the case to move forward and we have to give a recommendation to the City Council.

Chairperson Spare stated he only wants to see a little more effort on the window percentage.

Commissioner Moser asked if the Epic West included the Main Event, if so why did they not provide the windows required. Mr. Jones replied yes they are also within Epic West, but staff was flexible with the requirements and worked with the applicant on providing more landscaping and lighting.

Commissioner Fisher said he understands the standards, but they have given everything they can on this building and in his opinion the intent is there.

Commissioner Smith stated this is a unique opportunity for this area to have another steak house in the city, the ranch style look sounds great.

Commissioner Connor said we just need to be careful when making exception, it is a give and take situation, but the overall building does look nice.

Chairperson Spare stated there were no more questions and there being no further discussion on the case commissioner Hedin moved to close the public hearing and approve case S200202 granting the applicants requested variances. The action and vote being recorded as follows:

Motion: Hedin Second: Moser

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

Nays: None **Approved: 7-0**Motion: **carried.** 



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-9739 Version: 1 Name: S200102 - Site Plan - Hakemy Retail Center

Type: Agenda Item Status: Public Hearing Consent Agenda

File created: 1/23/2020 In control: Planning and Zoning Commission

On agenda: 2/18/2020 Final action:

Title: S200102 - Site Plan - Hakemy Retail Center (City Council District 3). Site Plan for an 8,000 sf retail

building. Lot 1 and Lot 2, Block A, Hakemy Addition (proposed), 2.98 acres out of the M.W. Allen Survey Abstract 9, City of Grand Prairie, Dallas County, Texas, zoned GR, General Retail and addressed as 825 S. Belt Line Road, Grand Prairie, Texas. The agent is Matthew Thomas, Thomas Engineering and the owner is Shair Hakemy, SAH Real Estate LP. (On February 3, 2020, the Planning

and Zoning Commission recommended approval of this request by a vote of 7-0).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A - Location Map

Exhibit B - Site Plan

Exhibit C - Landscape Plan

Exhibit D - Elevations

PZ Draft Minutes 02-03-20.pdf

Date Ver. Action By Action Result

2/3/2020 1 Planning and Zoning Commission

# **From**

Chris Hartmann

# **Title**

S200102 - Site Plan - Hakemy Retail Center (City Council District 3). Site Plan for an 8,000 sf retail building. Lot 1 and Lot 2, Block A, Hakemy Addition (proposed), 2.98 acres out of the M.W. Allen Survey Abstract 9, City of Grand Prairie, Dallas County, Texas, zoned GR, General Retail and addressed as 825 S. Belt Line Road, Grand Prairie, Texas. The agent is Matthew Thomas, Thomas Engineering and the owner is Shair Hakemy, SAH Real Estate LP. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

# Presenter

David P. Jones, AICP, Chief City Planner

# **Recommended Action**

Approve

# **Analysis**

# **SUMMARY:**

Site Plan for an 8,040-sq. ft. retail building (Liquor Store) on 1.06 acres. Hakemy Addition, Block A, Lot 1, City of Grand Prairie, Dallas County, Texas, zoned General Retail (GR), generally located northeast E. Pioneer

Parkway and S. Belt Line Road, and addressed as 910 E. Pioneer Parkway.

# **PURPOSE OF REQUEST:**

The applicant intends to construct an 8,040-sq. ft. building on 1.06 acres. Site Plan approval by City Council is required for any project involving commercial use. Development at this location requires City Council approval of a Site Plan because the property is intended for commercial/retail use.

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

# **ADJACENT LAND USES:**

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

Table 1: Adjacent Zoning and Land Uses

| Direction | Zoning | Existing Use              |
|-----------|--------|---------------------------|
| North     | PD-75  | Single-Family Residential |
| South     | GR     | Commercial Retail         |
| West      | GR     | Undeveloped; Restaurant   |
| East      | GR     | Restaurant                |

# **PROPOSED USE CHARACTERISTICS AND FUNCTION:**

The subject vacant property is generally located at the northeast corner of S Belt Line Road and E. Pioneer Parkway, just south of Lakeview Drive. In October 2009, a drive thru restaurant was constructed, along with a 30' driveway access easement parallel to E. Pioneer Parkway (SH 303) to serve the restaurant and future commercial properties as anticipated north of Pioneer Parkway. The proposed liquor store will share the parallel access drive with the drive thru restaurant as well as the restaurant to the east, which was developed in 2016. Future mutual access easements are being provided on the proposed plat for Lot 1. A corresponding final plat reflecting the easements is on the current agenda for the Commission's consideration (P200105).

The site will be accessible from both E. Pioneer Parkway and Lakeview Drive. A north-south access & utility easement is being provided to allow safe vehicle circulation from Pioneer to Lakeview Drive and serve the commercial center. Customer and employee parking spaces are provided on the north and west sides of the building.

12' X 12' Dumpster enclosure with exterior mason construction to match the building's color & materials is located northeast of the building.

# **ZONING REQUIREMENTS:**

Density and Dimensional Requirements

Development is subject to the GR standards in the 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.) | 5,000    | 47,173   | Yes   |
| Min. Lot Width (Ft.)    | 50       | 197      | Yes   |
| Min. Lot Depth (Ft.)    | 100      | 285      | Yes   |
| Front Setback (Ft.)     | 25       | 92       | Yes   |
| Rear Setback (Ft.)      | 0        | 0        | Yes   |
| Max. Height (Ft.)       | 25       | 25       | Yes   |
| Max. Floor Area Ratio   | .35:1    | 0.17:1   | Yes   |

# Parking

The required number of parking spaces is calculated based on use. The following table shows the required parking and provided parking. The number of parking spaces exceeds what is required.

**Table 3: Required Parking** 

| Use    | Standard            | Required | Provided         |
|--------|---------------------|----------|------------------|
| Retail | 1 Space/275 sq. ft. | 33       | 38 (2 HC Spaces) |

# Landscape and Screening

The property is subject to landscape and screening requirements in Article 8 of the UDC. The table below summarizes these requirements. The proposal does not meet all of the landscape and screening requirements.

**Table 4: Landscape & Screening Requirements** 

| Standard       | Required | Provided | Meets |
|----------------|----------|----------|-------|
| Area (Sq. Ft.) | 4,600    | 14,149   | Yes   |
| Trees (Site)   | 10       | 10       | Yes   |
| Trees (Street) | 4        | 4        | Yes   |
| Shrubs         | 92       | 95       | Yes   |

# Building Materials and Design

The exterior building materials include primarily masonry materials (brick) and contrasting Stucco placed along the top portion of the exterior walls. An EFIS band and architectural metal features are incorporated into the elevation's design. The west and south facades are considered Primary Facades. Primary Facades are required to provide three elements. The west and south facades include two masonry accent materials, articulation with at least two distinct areas of vertical and horizontal offset, and windows.

The north and east facades are considered Secondary Facades. Secondary Facades must provide at least two elements. The north and east facades include masonry accent material or accent color comprising 10% to 25% of the area of the facade and articulation with at least two areas of vertical offset.

# **RECOMMENDATION:**

The Development Review Committee (DRC) recommends approval.

At its February 3, 2020 meeting, the Planning and Zoning Commission voted unanimously to recommend

approval.







CASE LOCATION MAP
Case Number: S200102
Hakemy Retail Center

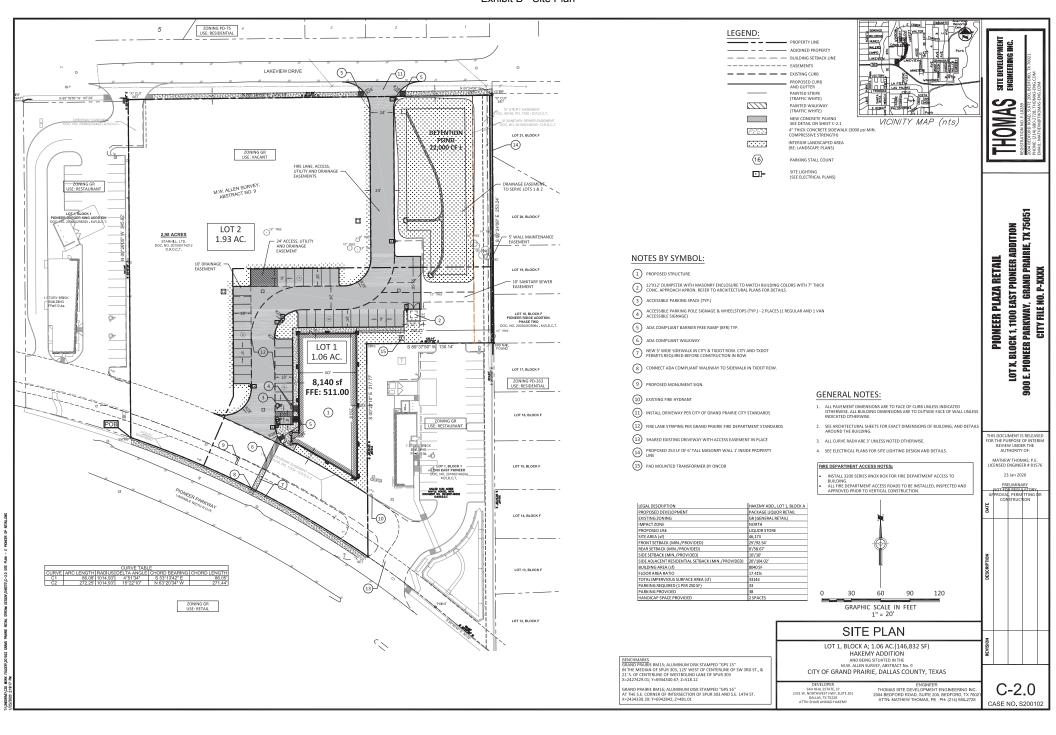


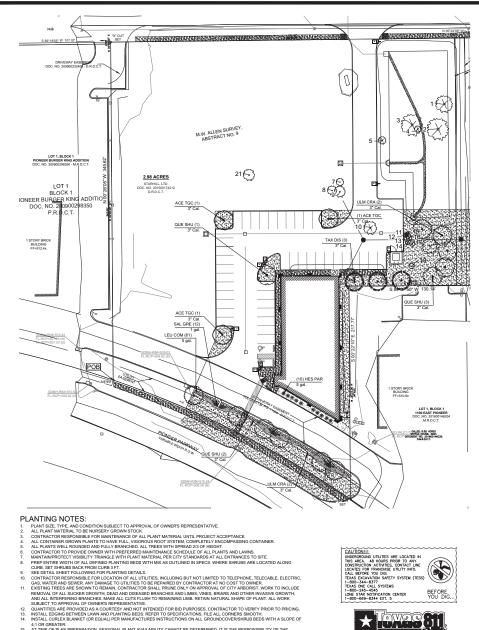
# City of Grand Prairie

Planning and Development

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# TREE REMOVAL

| Number | DBH | Common Name  | Comment       |
|--------|-----|--------------|---------------|
| 1      | 36  | COTTONWOOD   | REMOVE EXEMPT |
| 2      | 48  | COTTONWOOD   | REMOVE EXEMPT |
| 3      | 48  | COTTONWOOD   | REMOVE EXEMPT |
| 4      | 14  | AMERICAN ELM | REMOVE EXEMPT |
| 5      | 18  | AMERICAN ELM | REMOVE EXEMPT |
| 6      | 28  | COTTON WOOD  | REMOVE EXEMPT |
| 7      | 8   | ASH          | PRESERVE      |
| 8      | 10  | COTTONWOOD   | PRESERVE      |
| 9      | 12  | COTTONWOOD   | PRESERVE      |
| 10     | 28  | COTTONWOOD   | REMOVE EXEMPT |
| 11     | 6   | PEAR         | REMOVE EXEMPT |
| 12     | 6   | PEAR         | REMOVE EXEMPT |
| 13     | 8   | PEAR         | REMOVE EXEMPT |
| 14     | 8   | PEAR         | REMOVE EXEMPT |
| 15     | 12  | PEAR         | REMOVE EXEMPT |
| 16     | 12  | COTTONWOOD   | REMOVE EXEMPT |
| 17     | 12  | AMERICAN ELM | REMOVE EXEMPT |
| 18     | 36  | COTTONWOOD   | PRESERVE      |
| 19     | 12  | AMERICAN ELM | REMOVE EXEMPT |
| 20     | 28  | COTTONWOOD   | REMOVE EXEMPT |
| 21     | 12  | COTTONWOOD   | PRESERVE      |
|        |     |              |               |

| 21                | 12              | COTTONWOOD | PRESERVE |       |
|-------------------|-----------------|------------|----------|-------|
|                   |                 |            |          |       |
| TOTAL CALIPER INC | HES ON LOT      |            | 402*     |       |
| TOTAL CALIPER IN  | ICHES RELOCATED |            | 0*       | (0%)  |
| TOTAL CALIPER IN  | CHES REMOVED    |            | 324"     | (90%) |

# TOTAL MITIGATION REQUIRED: 0" CALIPER INCHES



| OF GRAND PR                 | AIRIE LANDSCAPE REQUIREME  | NTS (GRAND PRAIRIE RETAIL) |  |  |
|-----------------------------|--|----------------------------|--|--|
| MIN. LANDSCAPE<br>AREA      | 10% OF SITE REQUIRED TO BE LANDSCAPE: (46,002 SF X 10% = 4,600 SF)           |                            |  |  |
| ALLA .                      | REQUIRED   | PROVIDED                   |  |  |
|                             | 4,600 SF   | 14,149 SF (31%)            |  |  |
| MIN FRONT YARD<br>LANDSCAPE | 75% OF REQUIRED LANDSCAPE IN FRONT YARD: 4,600 SF X 75% = 3450 SF            |                            |  |  |
| D4DOON E                    | REQUIRED   | PROVIDED                   |  |  |
|                             | 3450 SF  | 4239 SF (100%)             |  |  |
| STREET TREES                | 1 TREE FOR EACH 50 LF OF STREET FRONTAGE<br>187 LF / 50 = 4 STREET TREES     |                            |  |  |
|                             | REQUIRED   | PROVIDED                   |  |  |
|                             | 4 TREES  | 4 TREES                    |  |  |
| SITE TREES                  | 1 TREE PER EACH 500 SF OF REQ LANDSCAPE<br>4,600 SF / 500 = 10 SITE TREES    |                            |  |  |
|                             | REQUIRED   | PROVIDED                   |  |  |
|                             | 10 TREES   | 10 TREES                   |  |  |
| INTERIOR PARKING<br>TREES   | PARKING LOT TREE FOR EVERY 10 SPACES<br>41 SPACES / 10 = 4 PARKING LOT TREES |                            |  |  |
|                             | REQUIRED   | PROVIDED                   |  |  |
|                             | 4 TREES  | 4 TREES                    |  |  |
| SITE SHRUBS                 | 1 SHRUB PER EACH 50 SF OF REQ LANDSCAPE<br>4,600 SF / 50 = 92 SITE SHRUBS    |                            |  |  |
|                             | REQUIRED   | PROVIDED                   |  |  |
|                             | 92 SHRUBS (5-GAL)  | 95 SHRUBS                  |  |  |
|                             | 95 NATIVE DROUGHT TOLERANT SHRUBS (100%)                                     |                            |  |  |
| POLLINATOR<br>PLANTINGS     | 20% OF REQUIRED SHRUBS   |                            |  |  |
|                             | REQUIRED   | PROVIDED                   |  |  |

92 x (.2) =19 SHRUBS (5-GAL) SITE SHALL BE IRRIGATED IN ACCORDANCE WITH CITY OF GRAND PRAIRIE LANDSCAPE ORDINANCE, SECTION VIII.7.6.

ALL LAWN AREAS SHALL BE SOLID BERMUDA SOD.

ALL REQUIRED LANDSCAPE AREAS SHALL BE PERMANENTLY MAINTAINED AND SHALL HAVE AN IRRIGATION SYSTEM INSTALLED MEETING ALL APPLICABLE CITY CODES AND APPROVED BY THE BUILDING OFFICIAL.

| PLANT SCH     | IEDULE  |                                    |                         |         | N CASE OF CONFLI | CI WIIH OIH | ER NOTES OF | SPECIFICA | HONS, CITT REQUIREMENTS O |
|---------------|---------|------------------------------------|-------------------------|---------|------------------|-------------|-------------|-----------|---------------------------|
| TREES         | CODE    | BOTANICAL NAME                     | COMMON NAME             | SIZE    | HEIGHT           | SPACING     |             | QTY       | REMARKS                   |
|               | ACE TGC | Acer rubrum 'October Glory'        | October Glory Red Maple | 3" Cal. | 12' Min Ht       | As Shown    |             | 3         | Single Straight Trunk     |
| $(\cdot)$     | QUE SHU | Quercus shumardii                  | Shumard Red Oak         | 3" Cal. | 12' Min Ht       | As Shown    |             | 6         | Single Straight Trunk     |
| $\mathbf{C}$  | TAX DIS | Taxodium distichum                 | Bald Cypress            | 3" Cal. | 12' Min Ht       | As Shown    |             | 3         | Single Straight Trunk     |
| $\odot$       | ULM CRA | Ulmus crassifolia                  | Cedar Elm               | 3" Cal. | 12' Min Ht       | As Shown    |             | 6         | Single Straight Trunk     |
| SHRUBS        | CODE    | BOTANICAL NAME                     | COMMON NAME             | SIZE    | HEIGHT           | SPACING     |             | QTY       | REMARKS                   |
| *             | HES PAR | Hesperaloe parviflora              | Red Yucca               | 5 gal.  | 18"-24"          | As Shown    |             | 10        |                           |
| $\odot$       | LEU COM | Leucophyllum frutescens 'Compacta' | Compact Texas Ranger    | 5 gal.  | 30" - 36" Min HT | 36" O.C.    |             | 85        |                           |
| $\odot$       | SAL GRE | Salvia greggii                     | Autumn Sage             | 1 gal.  | 18*              | 24" O.C.    |             | 34        |                           |
| GROUND COVERS | CODE    | BOTANICAL NAME                     | COMMON NAME             | SIZE    | CONTAINER        | SPACING     | SPACING     | QTY       | REMARKS                   |
|               | CYN DAC | Cynodon dactylon                   | Bermuda Grass           | sod     |                  |             |             | 14,839 sf | ٨                         |
|               | NAS PON | Nassella tenuissima 'Pony Tails'   | Mexican Feathergrass    | 4"      | Pot              | 18" O.C.    | 18" o.c.    | 131       | $\triangle$               |
|               | RIV XRI | River Rock x                       | River Rock              | 4"      | Depth            |             |             | 571 sf    | N                         |

NOTE: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM PLANT MATERIAL MEETS THE CITY'S SIZE REQUIREMENTS AND TREE CALIPER MEASUREMENT HEIGHT ABOVE GRADE AS REQUIRED BY CITY.

IN CASE OF CONFLICT WITH OTHER NOTES OR SPECIFICATIONS, CITY REQUIREMENTS OVER RULE.

TREE PRESERVATION/

LANDSCAPE PLAN S200102

띧 GRAND

Revisions

Sheet No.

NO. LANDSCAPE PLANTINGS WITHIN 18" OF PARKING LOT CURBS. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR AND SHALL MAINTAIN THE LANDSCAPING FOR 90 DAYS PAST THE FINAL INSPECTION.

Date JAN 16, 2021 Drawn By RKR Checked By GAC Revisions







GRAND PRAIRIE RETAII PIONEER PARKWAY GRAND PRAIRIE, TX

Sheet No.

L-2

 The project Owner's representative reserves the right to inspect and tag plants at the place of growth with the Contractor.
 Inspection at place of growth early need the right of rejection due to improper digping or handling.
 Owner's representative reserves the right to request soil samples and analyse of soil and plant rink. Remove or correct unacceptable soil. Coas of lesting by Contractor. 1.03 SURMITTALS

D. Inspection and Testing

1.04 PRODUCT DELIVERY, STORAGE, & HANDLING A. Preparation of Delivery Balled & Burlaped (B&B) Plants

> Dig and prepare for shipment in manner that will not damage roots, branches, shape, and future development after roots, brancines, insuper, we have a feet or replanting.
>
> b. Ball with firm, natural ball of soil, wrapped sightly with burlap covering entire ball.
>
> c. Ball size and ratios: conform to American Association of Nurserymen standards unless otherwise shown on plant list.

Submit State and Federal certificates of inspection with invoice.
(Only if required by Landscape Architect.)
 File certificates with Owner's representative prior to material acceptance.

Pack plant material to protect against climatic & seasonal damage, as well as breakage injuries during transit.
 Securely cover plant loss with ventilated largautin or canvas to minimize wind-whipping and rollying in transit.

point of delivery at job site.

Deliver fertilizer, fertilizer tablets, peat, mulch, soil additives, and amendment materials to site in criginal, unopened cortainers, bearing manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance to State law.

Deliver plants with leighte dentification and setz alcels on example.

Description of the control of t

 Protect roots of plant material from drying or other possible injury with wetted mulch or other acceptable material.
 Protect from weather. Maintain and protect plant material not to be planted immediately

D. Handling

Do not drop plants.
 Do not damage ball, trunk, or crown.
 Lift and handle plants from bottom of container or ball.

1.05 JOB CONDITIONS

Planting Season Perform actual planting only when weather and soil conditions are suitable in accordance with locally acceptable practices.
 Protection Before excavations are made, take precautionary measures to profect areas trucked over and where soil is temporarily stacked.

1.06 GUARANTEE

A. Guarantee new plant material for one year after acceptance of final installation (ie. Final Acceptance of project).
Make replacement (none per lard) during one year guarantee period at appropriate season with original plant lyee, size and planting motive.
Report damage to other plants, issues, & impaint counsed during plant replacement at no cost to Owner.
Use only plant replacement of infractand size and species.

PART II PRODUCTS 2.01 MATERIALS

A. Plant Materials

B. Topsoil

Hardy under climatic conditions similar to locality of project.
 True to botaincial and common name variety.
 Sound, healthy, vigorous, web branched, and densely foliated when in leaf, with healthy well-developed rock system.
 Free from disease, intends, and defects such as knots, sun-scald, windburn, injuries, slidigurement, or abrasions.
 Conform to measurements after pruning with branches in normal

7. Trees:
a. Signi, straight bunks, unless indicated otherwise.
b. Trees with weak, this hunks not capable of support will not be accepted.
c. Alf multi-atem beas are to have a minimum of three stems, similar is not an end shape, with a spread of approximately 20 critical states in some and shape, with a spread of approximately 20 critical states. One of the state of the states of the state

Nursery grown stock only.
 Subject to approval of Landscape Architect.

Natural, fertile, friable soils having a textural classification of loam or sandy loam possessing characteristics of soils in vicinity which produce heavy growth of rosp, grass, or other vegetation.
 Free of subsoil, brush, organic littler, objectionable weeds, clock, shale, stones ½" dameter or larger, stumps, roots or other material hamiful to grading, planting, plant growth, or maintenance

operations.

Presence of vegetative parts of Bermuda grass ( Cynodon dactylon), Johnson grass, nut grass (Cyperus rotundus), and other hard to eradicate weeds or grass will be cause for rejection of

4. Test topsoil (cost by Contractor):

Available nitrogen
 Available phosphorus
 Available potash

Iron Ph: 5.5 to 7.0 Decomposed org organic matter: 6-10%

Top Dressing Mulch – Shredded cypress or hard wood only
 Soil prep – 3 Parts native soil to 1 Part composted landscape mix.
 In pre-packaged bags only; bulk shredded material is unacceptable.

Peat Moss Commercially available baled peat moss or approved equivalent.

E. Staking Material

Stakes for tree support:

 Construction grade yellow pine, stain brown
 Size as noted on plans 2. Wires:

Padded with rubbed hose to protect tree
 Galvanized

F. Water 1. Free of oils, acids, alkali, salt, and other substances harmful to plant

growth
2. Location: Furnish temporary hoses and connections on site. G. Sand - Washed builders sand

Edging = 3/16" X 4" green, new and unused; with stakes.

A. Planting Mixture

 Existing topsoil = 50%
 Shredded pine bark = 50%
 Fertilizer 10:20:10 at 30 lb./1000 SF B Planting Mix for Annuals/Perennials

Prepare above mix
 Add 2" of sand

C. Azalea mix: solid peat moss in hole 9" wider than root ball each direction Plant in solid peat moss and provide mound at base of plant to allow for

drainage.

D. Japanese maple, dogwood, camellias: Provide 50/50 peat moss to topsoil mix, raise for drainage.

PART III - EXECUTION

3.01 UTILITIES - verify location of all utilities prior to initiating construction; repair any damage caused by construction at no cost to owner.

3.02 INSPECTION

Inspect plants for injury and insect infestation; prune prior to installation.
 Inspect site to verify suitable job conditions.

3.03 FIFLD MEASUREMENTS

A. Location of all trees and shrubs to staked in the field and approved by Owner's representative prior to installation.
 B. Location of all groundcover and seeding limits as shown on plans.

3.04 EXCAVATION FOR PLANTING

A. Pits

Shape - Vertical hand scarified sides and flat bottom.
 Size for trees = 2 feet wider or twice the root ball, whichever is

Size for trees – z teet winder or twice tier foot bas, writchever is greater.
 Size for shrubs – Size of planting bed as shown on drawings.
 Rototill soil mix thoroughly, full depth.
 MOTE: if beds are proposed beneath drip line of existing tree cancpy, pocket prey plants. Do not roto-fill beneath existing trees.

B Obstructions Below Ground

Remove rock or underground obstructions to depth necessary to permit planting.
 If underground obstructions cannot be removed, notify Owner's representative for instruction.

Excess Soil Dispense of unacceptable or excess soil away from the project site at Contractor's expense.

3.05 PLANTING

Section 1. Set plants 2' above existing grade to allow for settling.
Set plants plants and registy braced in position until planting mixture.
A play join in accordance with stander dindustry practice for the region.
Apply only on accordance with stander dindustry practice for the region.
Thoroughly settler by sales jetting and famoring sol in 6' life.
Thoroughly water all bods and plants.
Thoroughly water all bods and plants.
Thoroughly water all bods and plants.
Apply commercially manufactured root stimulation as directed by printed instruction.
Apply commercially manufactured root stimulation as directed by printed instruction.
The fact and feetilize bedding plants per bade standards.

1. Place in pit of planting mixture that has been hand samped prior to placing plant.

placing plant.

In the planting plant is present to ground line. To got ball to be 2" above surrounding sell to allow the retitling.

Remove brinding sell to allow the retitling.

Remove brinding sell to got fast and by top of butlet back 6".

Bendle plant fast ils created or breath before or during planting process or if stem or trunk is toose.

Bendle with planting mature no" titls.

Duce in pit or planting mixture that has been hand tamped prior to planting plant has been plant been plant as of the planting plant of the planting pl

D. Mulching

Water immediately after mulching.
 Where mulch has settled, add additional mulch to regain
 thickness.
 Hose down planting area with fine spray to wash leaves of plants.

D. Pruning

 Prune minimum necessary to remove injured twigs and branches, Prune minimum necessary to remove injured twigs and brainches, dead wood, and succors; remove approximately 1/3 of twig growth as directed by landscape architect, do not cut leaders or other as the control of the contr

3.06 EDGING

1.0e LEUNNG

A State edging alignment with string line prior to installation. Use framing space to insure right angles are true.

I heat all design steppl, and true as included on desirings. Where edging the line and seed and secondary design as shown.

C. When required on stopes, make vertical cash (expositionally 6° on center) on so thorn of edgings tables benefity without craspray edging. Edging should be seed the seed of the seed

3.07 CLEAN-UP

Sweep and wash all paved surfaces.

Remove all planting and construction debris from site, including rocks, trash and all other miscellaneous materials.

3.08 MAINTENANCE

Contractor responsible for routine, and regular maintenance of site until Final Acceptance is awarded by Owner. Work includes:

1. Weeding (weekly)
2. Watering (as required)
3. Pruning
4. Spraying
5. Fertizing
6. Mulching
7. Mowing (weekly)

END OF SECTION

Date <u>JAN 16, 2020</u> Drawn By <u>RKR</u> Checked By <u>GAC</u> Revisions







띭 D PRAIRIE F R PARKWAY PRAIRIE, TX GRAND PONEER F

Sheet No.

PLANTING SPECIFICATIONS S200102

#### FINISH GRADING, LAWN WORK, WILD FLOWERS

#### PART I - GENERAL

#### 1.01 DESCRIPTION

- A. Work includes turf establishment (sod, hydromulch, etc.) as described on
- Make required analysis and material tests for topsoil, fertilizers, and other materials of similar character per current methods of the Association of Official Agricultural Chemists, when required.
- D. The turf contractor shall have a stand of grass established prior to substantial completion of the project. If this is not possible due to time of year or schedule, he shall maintain and protect the seeded areas until the grass is established.

#### PART II - PRODUCTS

#### 2.01 TOPSOIL MATERIAL

- Topsoil material (stockpiled, as specified in Specifications) has been saved for use in finish grading. After sifting out all plant growth, rubbish, and ror use in mising graund, "Atter string out as in paint grown, ructions, and stolenes, use for areas designated to receive grass. It stockpited topsoil is not sufficient quartify to complete work, furnish acceptable topsoil from another approved source to provide four inches (4") of topsoil for grassize areas unless otherwise noted on drawings. Grass areas shall be defined as the graded areas disturbed during construction not to be paved or built upon.
- B. Acceptable topsoil material shall be defined as natural, fertile, agricultural soil, capable of sustaining vigorous plant growth, uniform composition throughout admixture of subsoil, free of stones, lumps, plants, and their roots, stocks, or other extraneous matter, do not deliver while in a frozen or

- A Provide a commercial balanced fertilizer delivered to the job in bags labeled with manufacturer's guaranteed analysis. Store in weatherproof storage, place in such a manner that its effectiveness will not be impaired.
- Fertilizer shall be a grade containing the percentages of plant food elements by weight as specified elsewhere in these specifications.
- Availability of various elements shall be per Standards of the Association of Official Agricultural Chemists.

#### 2.03 GRASS SEED

- Grass seed shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine (8) months of the time of delivery to the project. When requested by the Owner or Representative, the seeding contractor shall furnish a sample of seed from each bag for testing.

#### 2.04 MULCHING

- Dry straw or hay of good quality, free of seeds of competing plants and at such rate of 1 1/2 2 tons per acre; or,
- Wood cellulose or cane fiber mulch at a rate of 1,000 pounds per acre when the slope is 3/4:1 and steeper; or,
- A combination of good quality dry straw or hay free of seeds of competing plants at a rate of 2 1/2 tons per acre and wood cellulose or cane fiber mulch at a rate of 500 pounds per acre. This combination shall be used when the slope is flatter than 3/4:1; or,
- D. Sericea lespedza seed bearing hay at a rate of 3 tons per acre. This mulch may be applied green or air dried, but must contain mature seed.
- F Manufactured mulch materials, such as soil retention blankets, emsion wantactured indical interest that may be required on special areas of high water concentration or unstable soils. When these materials are used, follow the manufacturer's recommendations for installation.

#### 2.05 HYDRO-MUI CHING

Wood cellulose fiber or cane fiber mulch will be applied with hydraulic seeding and fertilizing equipment. All slurry ingredients shall be mixed to form a homogeneous slurry and spray applied within one hour after the mixture is made.

Wood cellulose or cane fiber mulch at the 1,000 pound per acre rate is used alone where other mulch material will not stick.

Wood cellulose or cane fiber mulch is self anchoring

#### PART III - EXECUTION

The site grading contractor will be responsible to stockels acceptable topoci in a sufficient quantity to provide four inches (or ) minimum cover (or all grass access, inches and or all carbot distances or a sufficient quantity of the contract mountablems at the appropriate height and width as defined and shown on the landscaping and/or planting drawings. The topocial and grass areas shall be further defined as any area distanced during the grading and construction

The site grating contractor shall be responsible for beddling of all curbed islands and planting mountablements. They shall also be responsible for seminal of all of the shall be responsible for seminal of all logicals are shall be responsible for seminal of the shall be responsible for seminal planting contractors or seeded and/or planted. It will also be the site grading contractor's responsibility to provide fertilizer, grass seed, and any additional topsoil required and mulching.

- Remove stones, roots, rubbish and other deleterious materials from topsoiled areas that are to be seeded.
- Immediately prior to sowing seed, scarify ground as necessary, rake until surface is smooth and fisible. Sow seed evenly, lighty wood rake into ground, hen roll ground who suitable relieve water throughly with fine pray. During any weather, keep lawn watered with optimities or other approved may be required according to seasonal conditions, more and water grass and execute necessary weeding until acceptable and full stand of grass has been obtained.
- C. Provide permanent grass seeding for lawn areas so indicated. Seed in accordance with the following schedule (unless otherwise directed by Owner or Owner's Representative:
  - Sow areas ready for seeding between March 1 and October 1 with Hulled Common Bermuda at a rate of 85 pounds per acre.
  - Sow areas ready for seeding between October 1 and March 1 with Unbulled Common Bermuda at a rate of 90 pounds per acre, and Annual Rye Grass at the rate of 50 pounds per acre.
  - Apply fertilizer at a rate of 20/25 pounds per 1,000 square feet.

- Areas indicated on plans to receive wild flower coverage shall br fine graded, fertilized, and prepared in a manner similar to traditional turf establishment.
- B. Area to be hydromulched with seed mix as follows:

Tickseed Cosmos Ox-Eyed Daisy Side Oats Grama Showy Primrose Plains Coreopsis Black Eyed Susan Indian Blanket Texas Bluebonnet Little Bluestem

#### 3.04 MULCH

- A. All areas to be seeded shall be mulched.
- B. Mulch materials shall be applied uniformly over the seeded area. Mulch shall be straw and shall be at the rate of 1 1/2 2 tons per acre
- Mulch shall be anchored with an emulsified asphalt binder at the rate of 10 gallons per 1.000 square feet.

#### 3.05 PROTECTION

Provide, at no additional cost to Owner, fencing, railing, wire or other types of protection for topsoiled and seeded areas against trespassing and damage. If I awns are damaged prior to Final Acceptance, treat or replace them as directed. Remove protection when so directed.

#### 3.06 MAINTENANCE

Provide maintenance from start of work until Final Acceptance. Maintenance

#### 3 07 DEHYDDOMIII CHING

The Owner's representative will designate areas to be replanted. Areas on which a stand of growing grass is not present in a reasonable length of time, and a stand of growing grass is not present in a reasonable length of time, respectively. The property of the property

#### 3.08 FINAL CLEAN-UP

- A. At time of final inspection of work, and before final acceptance, clean paved areas that are soiled or stained by operations of work of this section. Clean by sweeping or washing, and remove all defacements or stains.
- Remove construction equipment, excess material and tools. Cart away from site any debris resulting from work of this section and dispose of as directed

#### END OF SECTION

# SECTION 02922 SODDING

#### PART I - GENERAL

#### 1.01 DESCRIPTION

- A Work Included
  - Sod bed preparation
- Sodding
   Miscellaneous management practices
- Finish Grading, Section 02800
   Lawns and Grasses, Section 02

#### 1.02 REFERENCE STANDARDS

A. Standardized Plant Names

American Joint Committee of Horticultural Nomenclature, Second Edition, 1942.

Texas Highway Department - Standard Specifications for Construction, Item 164, Seeding for Erosion Control.

#### 1.03 SUBMITTALS

- A. Vendors Certification That Sod Meets Texas State Sod Law
  - Include labeling requirements.
     Include purity and type.

#### 1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- - Previous season's crop with date of analysis on each bag.
- B. Fertilizer:
- Unopened bags labeled with the analysis.
   Conform to Texas Fertilizer Law.

#### 1.05 JOB CONDITIONS

- Only during suitable weather and soil conditions.
   As specifically authorized by the Owner's Representative.
- B. Schedule Only after all other construction is complete.
- C. Protect and Maintain Sodded Areas
- From traffic and all other use.
   Until sodding is complete and accepted.

#### PART II - PRODUCTS 2.01 MATERIALS

- Sod: As specified on drawings, weed, insect, and disease free having a minimum of 1 inch of lopsoil attached to the roots and cut no more than three days prior to installation.
   The sod shall be cut in stips of at least 1/2 ex, yd. and not more than 1 sq. yd. Sod shall be cut into strips not less than 1/2" in width or more than 9" in length. All the time of harvest, the top growth shall not exceed 3" in length.
- not exceed 3 in length.

  All sod shall conform to the laws of the State and shall be obtained from sources meeting the approval of the Department of Agriculture Division of Entomology.

#### B Fertilizer

- Uniform in composition, free flowing. Suitable for application in approved eq Analysis of 16-20-0, 16-8-8 or as direct
- Free of oil, acid, alkali, salts or other substances harmful to growth

#### PART III - EXECUTION

#### 3.01 SOD BED PREPARATION

- A. Cultivate to a depth of four (4") inches by disking and tilling with a power
- - Stumps, stones, and other objects larger than one inch (1").
     Roots, brush, wire, stakes, etc.
     Any objects that may interfere with sodding or maintenance.
- - Remove soil clods larger than one inch (1\*). Grade areas to smooth, even surface, removing ridges and filling depressions. Final grade to be below finish grade of curbing and edging as shown on details. All grades shall meet approval of Owner's Representative before sodding.

- 1 Lightly water prepared grade, lay sod with staggered joints and with Lightly water prepared grade, as you with staggered joins and with edges touching. Topdress with loops at edges if necessary to provide smooth surface. On slopes of 2 to 1 and greater, fasten sod in place with wood pegs (two storage or during installation shall be method. Sod damaged sorage or during installation shall be rejected. Following settling, topdress with screened, approved
- topsol. Water and fertilize at 5 bs. per 1,000 sq. ft. Sod shall not be placed during a drought, nor during periods when sod is not normally placed in the area, and shall not be placed on frozen ground. No dry or frozen sod is acceptable. Income ground, the dry or frozen sod is acceptable. The place of the source of the source of the source of the source of the growing until Final Acceptance. As leases shall be maintained in an acceptable condition until acceptance by Owner.
- B. Rolling:
- After placing sod, roll with a hand roller, weighing not more than 100 lbs, per foot of width, in two directions.
   Eliminate all air pockets; finished surface should be free of excessive undulations.

#### 3.05 MAINTENANCE AND MANAGEMENT

- - Resod damaged or unacceptable areas.
     Ruts, ridges, and other surface irregularities shall be corrected.

Date <u>JAN 16, 2020</u> Drawn By <u>RKR</u> Checked By <u>GAC</u> Revisions



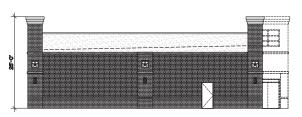


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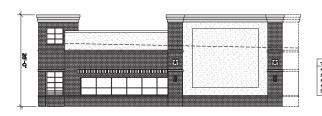
Sheet No.

TURF SPECIFICATIONS S200102





TOTAL FACADE AREA» (195 SF
PORTLAND CEMENT PILASTER- STUCCO» 280 SF
EITS BAND 8 05 F
STOKETROATH 46 SF
METAL 21 SF
BECK's 1808 SF



TOTAL FACADE AREAs 1986 SF
PORTLAND CEMENT PILASTER- STUCCOs 64T SF
EIFS BANDs 186 SF
STOREPRONTS 214 SF
METALS 21 SF
BRICKS 420 SF

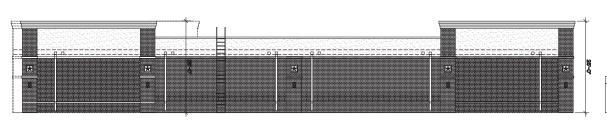
04 NORTH ELEVATION

1/8"=1"=0"

03 SOUTH ELEVATION

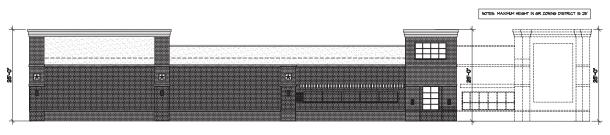
1/8"=1'=0"

MA International 2601 Perth Street Dallas, TX75220 johnma2@yahoo.com



TOTAL FACADE AREA: 319I SF
PORTLAND CEMENT PILASTER- STUCCO: 8/IS SF
EITS BAND: 146 SF
STOREFRONT: 0 SF
METAL: 21 SF
BROCK: 2751 SF

02 EAST ELEVATION 1/8'=1'=0'



TOTAL FACADE AREA: 2/82 9F
PORTLAND CEMENT PILASTER- STUCCO\* 555 9F
EFS BAND- 185 9F
STOREFRONT: 186 9F
METAL: 41 9F
SPICKIE 2044 9F

PIONEER PLAZA GRAND PRAIRIE TEXAS

ELEVATIONS CASE#-S200102

1'=0" A4.00

01 WEST ELEVATION

1/8"=1'=0"



# REGULAR PLANNING AND ZONING COMMISSION MEETING MINUTES FEBRUARY 3, 2020

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

COMMISSIONERS ABSENT: Warren Landrum and Eduardo Carranza

CITY STAFF PRESENT: Deputy City Manager Bill Crolley, David Jones, Chief City Planner, Savannah Ware, Senior Planner, Nyliah Acosta, Planner, Charles Lee, Senior Planner, Mark Dempsey, Deputy City Attorney, Brett Huntsman, Transportation Planner, and Chris Hartmann, Executive Assistant.

Item #12 - S200102 - Site Plan - Hakemy Retail Center (Commissioner Carranza/City Council District 3). Senior Planner Charles Lee presented the case report and gave a Power Point presentation to Site Plan for an 8,000 sf retail building on one lot. Lot 1 and Lot 2, Block A, Hakemy Addition, 2.98 acres out of the M.W. Allen Survey Abstract 9, City of Grand Prairie, Dallas County, Texas, zoned GR, General Retail and addressed as 825 S. Belt Line Road, Grand Prairie, Texas. The agent is Matthew Thomas, Thomas Engineering and the owner is Shair Hakemy, SAH Real Estate LP.

Mr. Lee stated the subject vacant property is generally located at the northeast corner of S Belt Line Road and E. Pioneer Parkway, just south of Lakeview Drive. In October 2009, a drive thru restaurant was constructed, along with a 30' driveway access easement parallel to E. Pioneer Parkway to serve the restaurant and future commercial properties as anticipated north of Pioneer Parkway. The proposed liquor store will share the parallel access drive with the drive thru restaurant as well as the restaurant to the east, which was developed in 2016. Future mutual access easements are being provided on the proposed plat for Lot 1. A corresponding final plat reflecting the easements is on the current agenda for the Commission's consideration. The site will be accessible from both E. Pioneer Parkway and Lakeview Drive. A north-south access & utility easement is being provided to allow safe vehicle circulation from Pioneer to Lakeview Drive and serve the commercial center. Customer and employee parking spaces are provided on the north and west sides of the building. 12' X 12' Dumpster enclosure with exterior mason construction to match the building's color & materials is located northeast of the building. Development is subject to the GR standards in the UDC. The proposal meets the density and dimensional requirements.

The number of parking spaces exceeds what is required. The proposal does not meet all of the landscape and screening requirements. The exterior building materials include primarily masonry materials and contrasting Stucco placed along the top portion of the exterior walls. An EFIS band and architectural metal features are incorporated into the elevation's design. The west and south facades are considered Primary Facades. Primary Facades are required to provide three elements. The west and south facades include two masonry accent materials, articulation with at least two distinct areas of vertical and horizontal offset, and windows. The north and east facades are considered Secondary Facades. Secondary Facades must provide at least two elements. The north and east facades include masonry accent material or accent color comprising 10% to 25% of the area of the facade and articulation with at least two areas of vertical offset.

Mr. Lee stated the Development Review Committee recommends approval.

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

There being no further discussion on the case commissioner Smith moved to close the public hearing and approve case S200102 as presented staff. The action and vote being recorded as follows:

Motion: Smith Second: Coleman

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

Nays: None **Approved: 7-0**Motion: **carried.** 



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

# Legislation Details (With Text)

File #: 20-9740 Version: 1 Name: Z200201/S200204 - Take 5 Oil Change at Victory at

Lake Ridge

Type: Ordinance Status: Public Hearing on Zoning Applications

File created: 1/23/2020 In control: Planning and Zoning Commission

On agenda: 2/18/2020 Final action:

Title: Z200201/S200204 - Zoning Change/Site Plan - Take 5 Oil Change at Victory at Lake Ridge (City

Council District 6). Zoning change to allow Minor Auto Repair by right on property with a base zoning district of General Retail and a Site Plan for an oil change facility on 1.296 acres. Lot 6, Block 1, Victory at Lakeridge Addition, City of Grand Prairie, Tarrant County, Texas, zoned PD-283, within the Lake Ridge Corridor Overlay District, and addressed as 2380 W Camp Wisdom Rd. The applicant: Robert Baldwin, Baldwin Associates and the owner is Tony Ramji, Victory @ Lakeridge LLC. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a

vote of 7-0).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A - Location Map.pdf

Exhibit B - Site Plan.pdf

Exhibit C - Building Elevations.pdf
Exhibit D - Landscape Plan.pdf
Exhibit E - Appendix F Checklist.pdf
PZ Draft Minutes 02-03-20.pdf

Date Ver. Action By Action Result

2/3/2020 1 Planning and Zoning Commission

# From

Chris Hartmann

# Title

Z200201/S200204 - Zoning Change/Site Plan - Take 5 Oil Change at Victory at Lake Ridge (City Council District 6). Zoning change to allow Minor Auto Repair by right on property with a base zoning district of General Retail and a Site Plan for an oil change facility on 1.296 acres. Lot 6, Block 1, Victory at Lakeridge Addition, City of Grand Prairie, Tarrant County, Texas, zoned PD-283, within the Lake Ridge Corridor Overlay District, and addressed as 2380 W Camp Wisdom Rd. The applicant: Robert Baldwin, Baldwin Associates and the owner is Tony Ramji, Victory @ Lakeridge LLC. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

# **Presenter**

David P. Jones, AICP, Chief City Planner

# **Recommended Action**

Denial

# **Analysis**

# **SUMMARY:**

Zoning change to allow Minor Auto Repair by right on property with a base zoning district of General Retail and a Site Plan for an oil change facility on 1.296 acres. Lot 6, Block 1, Victory at Lakeridge Addition, City of Grand Prairie, Tarrant County, Texas, zoned PD-283, within the Lake Ridge Corridor Overlay District, and addressed as 2380 W Camp Wisdom Rd.

# **PURPOSE OF REQUEST:**

The applicant intends to construct a 1,462 sq. ft. oil change facility on a portion of Lot 6, Block 1 of Victory at Lakeridge Addition. Minor Auto Repair, including Oil Change and Quick Lube, is not an allowed use. The first purpose of the request is to rezone the subject property to allow Minor Auto Repair.

The second purpose of the request is to obtain City Council approval of the Site Plan. Development in a Planned Development District or a Corridor Overlay District requires City Council approval of a Site Plan. Development at this location requires City Council approval of a Site Plan because the property is zoned PD-283 and within the Lake Ridge Corridor Overlay District.

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

# **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-283 | Undeveloped, Parking, & Drives   |
| South     | PD-267 | Undeveloped                      |
| West      | PD-283 | Convenience Store w/ Gas Sales   |
| East      | PD-283 | Restaurant, Retail, Service Uses |

# **HISTORY:**

- February 18, 2003: City Council approved a zoning change (Case Number Z021201) which created Planned Development-283 District and established General Retail as the base zoning district for the subject property.
- December 5, 2016: The Planning and Zoning Commission approved a Preliminary Plat (Case Number P161202) for Lots 1, 4, 5, and 6.
- October 1, 2018: The Planning and Zoning Commission approved a Final Plat (Case Number P181003) for Lot 6.
- December 11, 2018: City Council approved amendments to Article 4: Permissible Uses and Article 30: Definitions of the Unified Development Code (UDC) which removed auto repair from the list of permissible uses in the General Retail District.

# PROPOSED USE CHARACTERISTICS AND FUNCTION:

Take 5 Oil Change provides drive-through oil changes. The 1,462 sq. ft. building includes three garage bays. The site is accessible from W Camp Wisdom Rd. Customers will enter the garage bays from the north then

remain in the vehicle while employees change the car's oil.

# **CONFORMANCE WITH THE COMPREHENSIVE PLAN:**

The 2018 Comprehensive Plan's Future Land Use Map (FLUM) designates this location as Commercial/Retail/Office. Commercial uses are more intense than retail establishments, yet also provide goods and services for the public. Examples include hotels, automotive services, and big box retailers. Retail land use is intended to provide for a variety of restaurants, shops, grocery stores, and personal service establishments. While Minor Auto Repair is a type of use included in the broader Commercial/Retail/Office FLUM category, it is a more intense use than intended for retail land use.

# **ZONING REQUIREMENTS:**

Density and Dimensional Requirements

The subject property is zoned PD-283 with a base zoning district of General Retail (GR). Development is subject to the standards in PD-283 and the UDC. The following table evaluates the density and dimensional standards of the proposed development. The proposal meets or exceeds the density and dimensional requirements.

**Table 2: Site Data Summary** 

| Standard                | Required | Provided | Meets |
|-------------------------|----------|----------|-------|
| Min. Lot Area (Sq. Ft.) | 5,000    | 21,787   | Yes   |
| Min. Lot Width (Ft.)    | 50       | 106.58   | Yes   |
| Min. Lot Depth (Ft.)    | 100      | 229.83   | Yes   |
| Front Setback (Ft.)     | 55       | 55       | Yes   |
| Rear Setback (Ft.)      | 0        | 0        | Yes   |
| Max. Height (Ft.)       | 25       | 17.5     | Yes   |
| Max. Floor Area Ratio   | .35:1    | .07:1    | Yes   |

# Landscape and Screening

The property is subject to landscape and screening requirements in Article 8 and Appendix F of the UDC and PD-283. Table 3 summarizes these requirements. The proposal provides the required number of trees and shrubs.

The UDC requires street trees along arterials. The width of the subject property is about 106 ft. at the front setback line but only 39 ft. at the front property line. The subject property is carved out of an existing lot and excludes the area directly in front of the proposed building. This area includes the landscape buffer required along Camp Wisdom Rd and is the appropriate area for street trees.

**Table 3: Landscape & Screening Requirements** 

| Standard              | Required | Provided | Meets |
|-----------------------|----------|----------|-------|
| Area (Sq. Ft.)        | 2,179    | 2,194    | Yes   |
| Trees                 | 8        | 8        | Yes   |
| Shrubs                | 44       | 46       | Yes   |
| Seasonal Color (C.G.) | 33       | 33       | Yes   |

# **APPENDIX F STANDARDS:**

Building Design

The exterior building materials include brick, stone, and Exterior Insulation and Finish System (EIFS) used as

an accent material.

Appendix F contains two windows requirements. The first is that facades shall include windows in an area that equals 50% of the overall vertical surface of all facades or that equals 50% of the length of all facades. The second requirement is that windows shall account for 30% of the area of street-facing facades.

**Table 4: Windows** 

| Façade         | Required | Provided | Meets |
|----------------|----------|----------|-------|
| South          | 30%      | 28%      | No    |
| Total (Length) | 50%      | 56%      | Yes   |

# Menu Items

Appendix F requires that applicants provide Menu Items from four categories: Usable Open and Pedestrian Walkways, Site Design and Building Orientation, Building Design, and Healthy, Smart, and Sustainable Community. The table below lists the Menu Items included in the proposal. The proposal includes 10.5 Menu Items when 12 Menu Items are required.

**Table 5: Appendix F Menu Items** 

| Category                                  | Amenity                     |
|---|-----------------------------|
| Site Design & Building Orientation        | Add Parking Lot Trees       |
| Site Design & Building Orientation        | Permeable Surface           |
| Building Design                           | Stone Accent                |
| Building Design                           | Color Contrast              |
| Building Design                           | Corner Treatment            |
| Building Design                           | Roof Profile Variation      |
| Building Design                           | Articulation Elements       |
| Building Design                           | Canopy Variation            |
| Healthy, Smart, and Sustainable Community | Mature Trees                |
| Healthy, Smart, and Sustainable Community | 70% Native Plants           |
| Healthy, Smart, and Sustainable Community | Pollinator Friendly Flowers |

# **ANALYSIS**:

# Zoning Change

In 2018 the City updated its use charts and definitions for auto-related businesses. One of the goals of the amendments was to reevaluate the appropriateness of some uses within certain zoning districts and change the use charts to remove or restrict a use from certain zoning districts. As a result of this evaluation, the City removed Auto Sales and Auto Repair from the list of permissible uses in the General Retail District.

The nature of the General Retail District hasn't changed since 2018 to warrant adding Minor Auto Repair to the list of permissible uses in the General Retail District. Staff is unaware of any new information to justify this change district wide.

This request singles out a piece of land for special treatment to allow Minor Auto Repair in a General Retail District for this particular property. Staff doesn't believe the characteristics of the property or the surrounding area warrant such a change.

Site Design

The subject property is carved out of an existing lot. Staff is concerned that the site boundaries and design will negatively impact how the remainder of the lot is developed. The Site Plan depicts in concept a restaurant with a drive-through lane. While the restaurant is not a part of the request, it depicts how the proposal will impact the design.

- The majority of the parking is behind the restaurant and there isn't a safe or convenient path from the parking area to the restaurant.
- It shows parking in the 30 ft. landscape buffer along Camp Wisdom Rd, which doesn't conform to the rest of the existing shopping center.
- There is a single lane used for the drive-through and access to the parking area in the rear.
- The design relies on access from the lot to the east. There is not a cross access easement at this location. Additionally, the design would require removing the existing curb which isn't located on the remainder of the lot.

# **RECOMMENDATION:**

The Development Review Committee (DRC) recommends denial of the request.

At its February 3, 2020 meeting, the Planning and Zoning Commission voted unanimously to recommend approval with the condition that the applicant meet all requirements of Appendix F and that the landscaping along Camp Wisdom Rd. be consistent with the rest of the Victory at Lake Ridge development.

# **Body**

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND MAP TO REZONE 1,296 ACRES OF LAND SITUATED IN THE MEMUCAN HUNT SURVEY, ABSTRACT NO. T758, IN THE CITY OF GRAND PRAIRIE, TARRANT COUNTY, TEXAS, FROM PD-283 FOR GENERAL RETAIL USES TO PD-283A FOR GENERAL RETAIL USES AND MINOR AUTO REPAIR USES INCLUDING QUICK LUBE; 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; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and map of said city so as to rezone and reclassify said property from its classification of **PD-283** to **PD-283A**; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on February 3, 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 7-0 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 PD-283 to PD-283A for General Retail Uses including Minor Auto Repair and Quick Lube; 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 February 18, 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 PD-283 to PD-283A for General Retail Uses including Minor Auto Repair and Quick Lube; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

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

# **SECTION 1**

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

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

is hereby further amended so as to rezone from its classification of PD-283 to PD-283A for General Retail Uses including Minor Auto Repair and Quick Lube on the property described as Lot 6, Block 1, Victory at Lakeridge Addition, and as depicted in Exhibit A - Location Map.

# **SECTION 2**

# **Purpose and Intent**

The purpose of this planned development to amend the larger PD-283 to allow for development of a Quick Lube auto service center on Lot 6 of the Victory at Lakeridge shopping center.

# **SECTION 3**

# **Development Standards**

# I. Applicability

All development of land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this ordinance. The locations of buildings, driveways, parking areas, amenity areas, trails, fencing, and other common areas shall substantially conform to the locations shown on the approved **Exhibit B - Site Plan**.

Development and land use standards not contained in this Ordinance shall be governed by all pertinent development and land use standards specified in the Unified Development Code (UDC).

- 1. <u>Land Use</u> Except as otherwise provided in this Ordinance, the regulations governing the General Retail ("GR") district in the Unified Development Code ("UDC") shall apply with the exception that Minor Auto Repair including Quick Lube shall be allowed on Lot 6, Block 1, Victory at Lakeridge Addition.
- 2. <u>Site Plan</u> Development within the zoning area as described in Exhibit A shall conform to Exhibit B Site Plan, Exhibit C Building Elevations, and Exhibit D Landscape Plan.

# **SECTION 4**

All appeals to the density, dimensional, architectural, and land use requirements of this Ordinance, as well as appeals to other applicable requirements of the Unified Development Code relating to this Ordinance, shall require an amendment to this Ordinance. Such amendment shall be considered by the Planning and Zoning Commission and the City Council at a public hearing.

# **SECTION 5**

That in case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

# **SECTION 6**

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

# **SECTION 7**

That the terms 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 8**

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

## **SECTION 9**

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS THE 18th DAY OF FEBRUARY, 2020.

ORDINANCE NO. xxxxx-2020 PLANNED DEVELOPMENT NO. 283-A





CASE LOCATION MAP Case Number Z200201/S200201

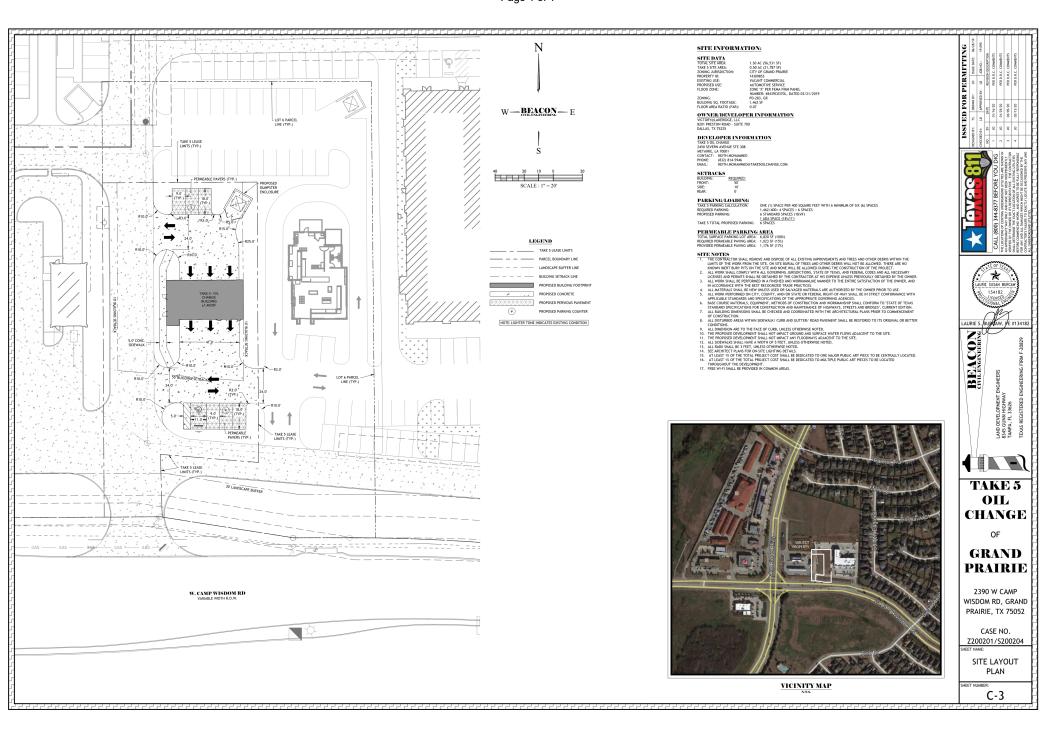
Take 5 Oil Change at Victory at Lake Ridge  $\bigwedge_{\mathbb{N}}$ 



City of Grand Prairie **Development Services** 

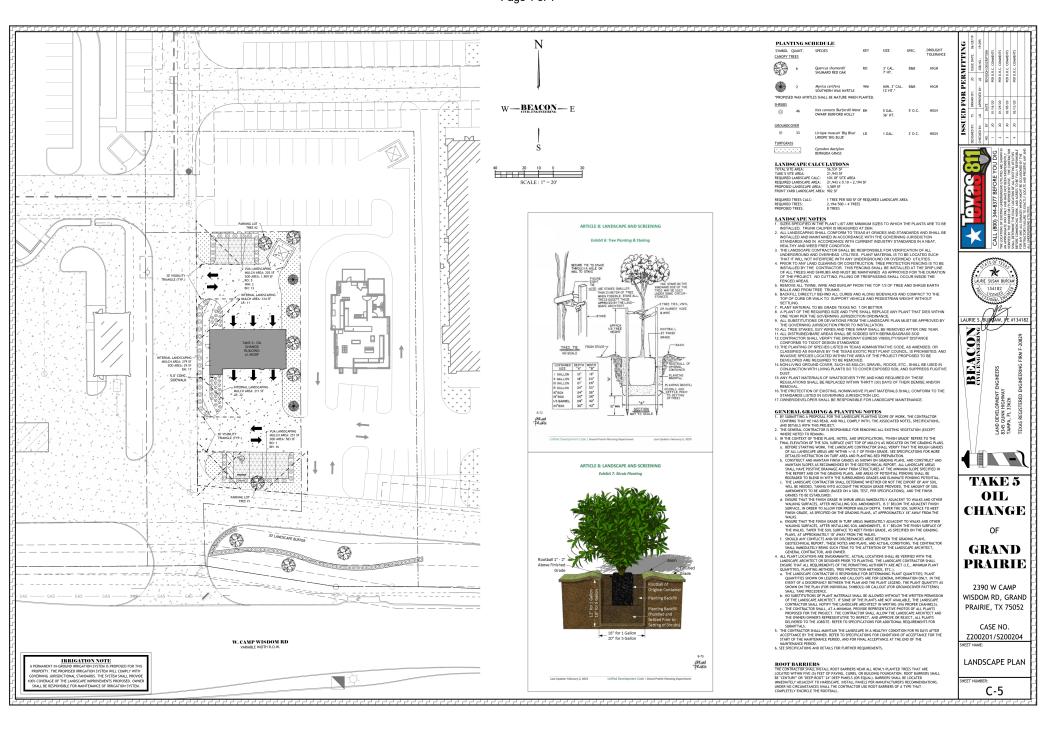
**(**972) 237-8255

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#### **Appendix F Menu Items Checklist**

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

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

| Usable Open   | Space & Pedestrian Linkages                  |   |
|---------------|--|---|
| ✓ If Selected | Menu Item                                    | Description   |
|               | Enhanced Usable Open Space                   | Usable Open Space that exceeds the minimum requirements with at least four Tier 1 amenities and three or more Tier 2 amenities.  • Tier 1 Amenities: two types of seating, active water feature, furnished play area, dog park, sculpture, artwork, furnished outdoor game area, or comparable amenity proposed by the developer.  • Seasonal plantings in decorative planters, textured paving,  |
|               |  | living wall, mural, decorative lighting, USB charging station, electrical hook-up to allow programming, or a comparable amenity proposed by the developer.  → Circle or highlight the proposed amenities.   |
|               | Above-and-Beyond Usable Open Space (2)       | Developers who are able to demonstrate to the Planning and Zoning Commission and City Council that the proposed Usable Open Space goes above-and-beyond the Enhanced Usable Open Space may count the space as two Menu Items.  * Include project narrative or exhibit that lists the proposed amenities and describes why the space should be considered above-and-beyond Usable Open Space.  |
|               | Public Art Piece                             | Dedicate at least 1% of the total project cost to one major public art piece to be centrally located.   |
|               | Public Art Series                            | Dedicate at least 1% of the total project cost to multiple public art pieces to be located throughout the development.  |
| Site Design & | Building Orientation (Select at Least Two Me | enu Items)  |
| ✓ If Selected | Menu Item                                    | Description   |
|               | 75% Parking Behind Buildings                 | Buildings shall be placed towards the street with 75% of off-street parking located to the side or rear of buildings.   |
|               | 100% Parking Behind Buildings (1.5)          | Buildings shall be placed towards the street with 100% of off-<br>street parking located to the side or rear of buildings.  |
| X             | Add Parking Lot Trees                        | Provide one parking lot tree per five spaces. Parking lot trees should be capable of achieving 30% canopy coverage over the parking area within 10 years of planting.   |
|               | Rain Gardens                                 | Provide bioretention areas, or rain gardens, between every other row of parking.  |
| X             | Permeable Surface                            | Use permeable concrete and pavers on 15% of the surface parking lot.  |
|               | Strategic Parking                            | Parking Reclamation Plan – Create a parking reclamation plan that includes specific strategies to reclaim surplus parking spaces to expand structures and usable open spaces or create new ones. Developers should anticipate changes in parking demand and design their site to create opportunities for adaptable reuse.      Parking Flex Plan – Create a parking flex plan that shows how parking spaces can be temporarily used for something other than parking, such as festivals, outdoor dining, community gatherings, and other events. The plan should identify the parking spaces and describe how they will be used. |

#### Exhibit E - Appendix F Checklist Page 2 of 4

|                       | Ceremonial Drive                    | Phased Parking Plan – Create a phased parking plan and construct parking spaces in phases as demand requires. Areas intended for future parking phases would remain as green spaces until converted to parking spaces. If, after five years, future parking spaces have not been constructed, they shall become permanent green space.      → Circle or highlight selected parking plan.  Developments over 20 acres or developments that include multiple lots/buildings shall provide a grand promenade or companied drive with trace planted event 20 feet. |
|-----------------------|-------------------------------------|--|
|                       | Gateway                             | ceremonial drive with trees planted every 30 feet.  Developments over 20 acres or developments that include multiple lots/buildings shall use site layout and building placement to create a gateway, frame usable open space, or create a view corridor with appropriate terminus.  |
|                       | Park Once Environment (1.5)         | Developments over 10 acres or developments that include multiple lots/buildings shall use site layout and building placement to create a park once environment.  • Shared parking agreements between different lots/occupants must be in place.  |
| <b>Building Desig</b> | gn (Select at Least Six Menu Items) |  |
| ✓ If Selected         | Menu Item                           | Description  |
|                       | Materials Mix                       | A single material, color, or texture shall not exceed 60% of a single facade.  |
| ×                     | Stone Accent                        | All four facades shall include a stone accent in a contrasting color and texture from the primary building material. The combined area of the stone accent shall be at least 25% of the vertical surface area of all facades.  |
| X                     | Color Contrast                      | Each facade shall include at least two contrasting colors.   |
|                       | Specialty Accent                    | Color and/or material shall be used to highlight entrances of multi-tenant buildings. Specialty accents should reflect the personality or character of the occupant.   |
| X                     | Corner Treatment                    | Developers shall use at least three architectural elements to emphasize corners of the buildings: corner entrance, accent material, projecting cornice, tower element, enhanced windows, cupolas, gables, dormers, balconies, articulation, or a comparable element chosen by the developer. Corner treatments must be one of the Menu Items for buildings at key intersections.   |
| X                     | Articulated Public Entrance         | The primary building entrance shall be visibly prominent from a public street. At least three of the following shall be used: recessed facade, projecting facade, raised canopy, taller door dimensions, double doors, lighting fixtures on either side of the entry, steps or stoops, changes in materials, arches, columns, eave treatment, transom windows, or a comparable element chosen by the developer.     Circle or highlight the proposed elements.   |
|                       | Buildings at Key Intersections      | Developers should highlight key intersections by using additional design elements to create gateways or landmarks. Buildings at key intersections shall include at least three of the following features: corner plaza with plantings and seating, corner tower form, cupolas, large window openings, sloped or pitched roof form, richer colors, seasonal plantings, or a comparable element chosen by the developer.    — Circle or highlight the proposed features.   |
| Х                     | Roof Profile Variation              | Developers shall use parapets or another technique to create a distinctive roof profile.   |
| X                     | Articulation Elements               | Each facade shall include at least three of the following items every 60 feet: change in roofline, facade modulation, window   |

#### Exhibit E - Appendix F Checklist Page 3 of 4

|               |   | fenestration patterns, vertical columns, and change in material or   |
|---------------|---|--|
|               |   | texture.   |
|               |   | → Circle or highlight the proposed items.  |
|               | Enhanced Windows                        | All facades with windows shall include at least two types of   |
|               |   | windows that differ in the style, size, shape, or placement.   |
| X             | Canopy Variation                        | Facades shall include multiple types of canopies. Changes in   |
|               |   | shape, color, or material should be used to highlight an   |
|               |   | architectural feature or particular user while complementing the   |
|               |   | established design theme.  |
|               |   | <ul> <li>It is likely that individual tenants will determine the final design<br/>of the canopy. If tenants are unknown at this time, submit an</li> </ul>   |
|               |   | exhibit that illustrates variations in shape, color, and material  |
|               |   | within the intended design theme.  |
| X             | Design Elements                         | Facades shall include at least three other design elements:  |
|               |   | trellises, towers, overhang eves, banding, pilasters, projecting   |
|               |   | cornices, columns, string courses, rustication, lintels, or a  |
|               |   | comparable element proposed by the developer.  |
|               |   | → Circle or highlight the proposed design elements.  |
|               | part, and Sustainable Community (Select | at Least Two Menu Items)   |
| ✓ If Selected |   | Description  |
| X             | Mature Trees                            | Provide mature trees for 30% of required trees. The locations of   |
|               |   | the mature trees should be focused in usable open spaces and   |
|               |   | along pedestrian paths.  |
|               | Connect to Parks and/or Trails          | Provide a connection to existing or proposed parks and/or trails.  |
|               |   | The connection should function as a continuation, not just a point   |
|               |   | of access. The connection shall include appropriate amenities  |
|               |   | such as bike racks, pet waste disposal stations, water fountains,  |
|               |   | misting stations, or a comparable amenity proposed by the  |
|               |   | developer.   |
|               | Community Cordon                        | → Circle or highlight the proposed amenities. Provide a community garden and participate in the City's   |
|               | Community Garden                        | community gardens partnership program.   |
| П             | Parking Reclamation Plan                | Create a parking reclamation plan that includes specific strategies  |
|               | I diking neciamation rian               | to reclaim surplus parking spaces to expand structures and usable  |
|               |   | open spaces or create new ones. Developers should anticipate   |
|               |   | changes in parking demand and design their site to create  |
|               |   | opportunities for adaptable reuse.   |
|               | Parking Flex Plan                       | Create a parking flex plan that shows how parking spaces can be  |
|               |   | temporarily used for something other than parking, such as   |
|               |   | festivals, outdoor dining, community gatherings, and other   |
|               |   | events. The plan should identify the parking spaces and describe   |
|               |   | how they will be used.   |
|               | Phased Parking Plan                     | Create a phased parking plan and construct parking spaces in   |
|               |   | phases as demand requires. Areas intended for future parking   |
|               |   | phases would remain as green space until converted to parking  |
|               |   | spaces. If, after five years, future parking phases have not been  |
| _             | Constitution                            | constructed, they shall become permanent green space.  |
|               | Green Infrastructure                    | Provide and maintain green infrastructure such as bioretention   |
|               |   | areas (rain gardens), planter boxes, or vegetated buffer strips  |
|               |   | consistent with NCTCOG's integrated Stormwater Management  |
|               | Solar Energy                            | (iSWM) Program.  |
|               | Solar Energy                            | Use solar energy to satisfy 25% or more of on-site energy demand.  |
| П             | Preserve Open Space                     | Reserve existing natural areas comprising at least 5% of the   |
|               | Treserve open space                     | overall project size. Such areas should incorporate quality non-   |
|               |   | invasive tree stands, habitat or riparian areas. Such areas should   |
|               |   | and the second s |
|               |   | not include existing floodplain or other areas already protected or  |

#### Exhibit E - Appendix F Checklist Page 4 of 4

|   | 1 age + 61 +  |
|---|---|
| X 70% Native Plants                       | Use native and drought tolerant species for at least 70% of                             |
|   | planting materials.   |
|   | Provide Free Wi-Fi in common areas.   |
| USB Charging Stations (                   | 5) Provide USB charging stations in usable open spaces.                                 |
| ☐ Smart Parking (.5)                      | Provide web-connected sensors in pavement that help people                              |
|   | find and/or reserve a parking space.  |
| ☐ Ride-Sharing Drop-Off (                 | 5) Provide designated spaces for ride-sharing pick-ups and drop-                        |
|   | offs.   |
| ☐ Permeable Paving (.5)                   | Use permeable pavement on 15% of the parking lot.                                       |
| Green Roofs (.5)                          | Provide a green roof that is at least 50% of total roof area.                           |
| ☐ Living Wall (.5)                        | Provide a living wall that is at least 60% of the area of the facade                    |
|   | on which it is constructed.   |
| ☐ Recycling Program (.5)                  | Institute a mandatory recycling program for occupants. Provide                          |
|   | recycling bins in addition to trash bins in common areas.                               |
| □ 30% Native Plants (.5)                  | Use native and drought tolerant species for at least 30% of                             |
| . ,                                       | planting materials.   |
| X Pollinator Friendly Flow                | ers (.5)  Use native plants that attract bees, butterflies, moths, and                  |
|   | hummingbirds for at least 20% of required landscape materials.                          |
| Alternative Compliance                    |   |
| The Menu Items listed do not represent an | exhaustive list. Developers may propose a comparable item not listed. If developers are |

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

| ✓ If Selected | Proposed Item/Element | Description |
|---------------|-----------------------|-------------|
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| Menu Item Summary Table                 |                 |
|---|-----------------|
| Element                                 | # of Menu Items |
| Usable Open Space & Pedestrian Walkways |                 |
| Site Design & Building Orientation      | 2               |
| Building Design                         | 8               |
| Healthy, Smart, Sustainable Community   | 3               |
| Alternative Compliance                  |                 |
| Total Menu Items:                       | 13              |



#### REGULAR PLANNING AND ZONING COMMISSION MEETING MINUTES FEBRUARY 3, 2020

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

COMMISSIONERS ABSENT: Warren Landrum and Eduardo Carranza

CITY STAFF PRESENT: Deputy City Manager Bill Crolley, David Jones, Chief City Planner, Savannah Ware, Senior Planner, Nyliah Acosta, Planner, Charles Lee, Senior Planner, Mark Dempsey, Deputy City Attorney, Brett Huntsman, Transportation Planner, and Chris Hartmann, Executive Assistant.

PUBLIC HEARING AGENDA Item #13 - Z200201/S200204 - Zoning Change/Site Plan - Take 5 Oil Change at Victory at Lake Ridge (Commissioner Spare/City Council District 6). Senior Planner Savannah Ware presented the case report and gave a Power Point presentation to allow Minor Auto Repair by right on property with a base zoning district of General Retail and a Site Plan for an oil change facility on 1.296 acres. Lot 6, Block 1, Victory at Lakeridge Addition, City of Grand Prairie, Tarrant County, Texas, zoned PD-283, within the Lake Ridge Corridor Overlay District, and addressed as 2380 W Camp Wisdom Rd. The applicant: Robert Baldwin, Baldwin Associates and the owner is Tony Ramji, Victory @ Lakeridge LLC.

Ms. Ware started Take 5 Oil Change provides drive-through oil changes. The 1,462 sq. ft. building includes three garage bays. The site is accessible from W Camp Wisdom Rd. Customers will enter the garage bays from the north then remain in the vehicle while employees change the car's oil. The subject property is zoned PD-283 with a base zoning district of General Retail. Development is subject to the standards in PD-283 and the UDC. The proposal meets or exceeds the density and dimensional requirements. The property is subject to landscape and screening requirements in Article 8 and Appendix F of the UDC and PD-283. The proposal provides the required number of trees and shrubs. The UDC requires street trees along arterials. The width of the subject property is about 106 ft. at the front setback line but only 39 ft. at the front property line. The subject property is carved out of an existing lot and excludes the area directly in front of the proposed building. This area includes the landscape buffer required along Camp Wisdom Rd and is the appropriate area for street trees. The exterior building materials include brick, stone, and Exterior Insulation and Finish System used as an accent material. Appendix F contains two windows requirements. The first is that facades shall include windows in an area that equals 50% of the overall vertical surface of all facades or that equals 50% of the length of all facades. The second requirement is that windows shall account for 30% of the area of street-facing facades.

Ms. Ware stated Appendix F requires that applicants provide Menu Items from four categories: Usable Open and Pedestrian Walkways, Site Design and Building Orientation, Building Design, and Healthy, Smart, and Sustainable Community. The proposal includes 10.5 Menu Items when 12 Menu Items are required. In 2018 the City updated its use charts and definitions for auto-related businesses. One of the goals of the amendments was to reevaluate the appropriateness of some uses within certain zoning districts and change the use charts to remove or restrict a use from certain zoning districts. As a result of this evaluation, the City removed Auto Sales and Auto Repair from the list of permissible uses in the General Retail District. The nature of the General Retail District hasn't changed since 2018 to warrant adding Minor Auto Repair to the list of permissible uses in the General Retail District. Staff is unaware of any new information to justify this change district wide. This request singles out a piece of land for special treatment to allow Minor Auto Repair in a General Retail District for this particular property. Staff doesn't believe the characteristics of the property or the surrounding area warrant such a change.

Ms. Ware stated the subject property is carved out of an existing lot. Staff is concerned that the site boundaries and design will negatively impact how the remainder of the lot is developed. The Site Plan depicts in concept a restaurant with a drive-through lane. While the restaurant is not a part of the request, it depicts how the proposal will impact the design.

- The majority of the parking is behind the restaurant and there isn't a safe or convenient path from the parking area to the restaurant.
- It shows parking in the 30 ft. landscape buffer along Camp Wisdom Rd, which doesn't conform to the rest of the existing shopping center.
- There is a single lane used for the drive-through and access to the parking area in the rear.
- The design relies on access from the lot to the east. There is not a cross access easement at this location. Additionally, the design would require removing the existing curb which isn't located on the remainder of the lot.

Ms. Ware stated the Development Review Committee recommends denial of the request.

Commissioner Coleman asked who would pay for the curb cut along Camp Wisdom. Ms. Ware stated the property owner would pay for the curb cut.

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

Rob Baldwin with Baldwin & Associates, 3904 Elm Street, Dallas, TX stepped forward representing the Victory Group, owners of the shopping center. He said this would be a very clean business you do not have to get off your car to have an oil change you just simply drive through and exit out. They would be providing a 3 ft. berm at the front of the property and they are willing to compromise on the parking. The use is considered commercial and the Comp plan calls for this type of use at this location. If the commission would rather see the use allowed by a specific use permit they would be acceptable to the SUP.

Chairperson Spare said we cannot base this use on what could be placed on the adjacent lot.

Commissioner Coleman said we have built a lot of apartments in the area, and people want and need to get their vehicles service this new concept is great that you don't have to get out of your vehicle to have it service, he is willing to allow the use by SUP. Mr. Jones said the PD could be amended to allow this use by an SUP and specifically specify State Oil Change.

Commissioner Smith stated she likes the concept that you don't have to get off the vehicle for an oil change and we need to be open to something new.

There being no further discussion commissioner Smith moved to close the public hearing and approve case Z200201/S200204 approval with the condition that the applicant meet all requirements of appendix F and that the landscaping along Camp Wisdom Rd. be consistent with the rest of the Victory at Lake Ridge development. The action and vote being recorded as follows:

Motion: Smith Second: Coleman

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

Nays: None **Approved: 7-0**Motion: **carried.** 



## City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

### Legislation Details (With Text)

File #: 20-9738 Version: 1 Name: CPA200202 - Comprehensive Plan Amendment

Type: Ordinance Status: Public Hearing on Zoning Applications

File created: 1/23/2020 In control: Planning and Zoning Commission

On agenda: 2/18/2020 Final action:

Title: CPA200202 - Comprehensive Plan Amendment (City Council District 5). A request to change the

Future Land Use Map from Commercial/Office/Retail to Low Density Residential. Located at 2129 Dalworth, legally described as Lot 8, Block 20, Dalworth Park Addition, City of Grand Prairie, Dallas

County Texas, zoned GR, General Retail. (On February 3, 2020, the Planning and Zoning

Commission recommended approval of this request by a vote of 7-0).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A- Location Map

**Exhibit B-FLUM** 

PZ Draft Minutes 02-03-20.pdf

|--|

2/3/2020 1 Planning and Zoning Commission

#### **From**

Chris Hartmann

#### **Title**

CPA200202 - Comprehensive Plan Amendment (City Council District 5). A request to change the Future Land Use Map from Commercial/Office/Retail to Low Density Residential. Located at 2129 Dalworth, legally described as Lot 8, Block 20, Dalworth Park Addition, City of Grand Prairie, Dallas County Texas, zoned GR, General Retail. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

#### **Presenter**

David P. Jones, AICP, Chief City Planner

#### **Recommended Action**

Denial

#### **Analysis**

#### **SUMMARY:**

Comprehensive Plan Amendment to change the Future Land Use Map from Commercial/Office/Retail to Low Density Residential. Located at 2129 Dalworth, legally described as Lot 8, Block 20, Dalworth Park Addition, City of Grand Prairie, Dallas County Texas, zoned GR, General Retail.

#### **PURPOSE OF REQUEST:**

#### File #: 20-9738, Version: 1

The applicant is proposing to construct a single-family dwelling. The request is for a change from Commercial/Retail/Office to Low Density Residential on the Future Land Use Map (FLUM). The 2018 update to the Comprehensive Plan defines these categories as follows:

#### Commercial/Retail/Office (pg. 58 of the Comprehensive Plan):

Commercial uses are more intense than retail establishments, yet also provide goods and services for the public. Examples of commercial establishments would include hotels, automotive services, and big box retailers.

#### Retail

This land use type is intended to provide for a variety of restaurants, shops, grocery stores, and personal service establishments. Retail uses require high visibility locations and should be located in high-traffic areas such as along arterial roadways.

#### Office

Office areas provide for low- to medium-rise suburban-scale developments. Generally, permitted uses include corporate, professional, medical and financial offices as well as offices for individuals and non-profit organizations. These areas can also serve as a lower intensity transitional use to adjacent residential areas.

#### Low Density Residential (pg. 56 of the Comprehensive Plan):

Low density residential is the predominant land use within Grand Prairie. It represents a traditional single-family detached neighborhood and includes housing and living units for people with a range of incomes and needs. Low density residential areas generally range between zero and six dwelling units per acre.

#### **ANALYSIS**:

Staff recommends that Future Land Use map changes along the Dalworth Corridor be supported by a comprehensive study. The proposed change to Low-Density Residential on a single lot will create a pocket of single-family residential and create inconsistency within the land use. The intent of the GR district in this location is to attract small scale businesses, to aid in the transition of Dalworth becoming a commercial corridor with neighborhood scale grocery stores, office, and retail uses to provide service to the surrounding residences and diversify the tax base.

Additionally this does not support the policy position Council has taken to not rezone commercial property for residential use.

#### **RECOMMENDATION:**

Development Review Committee (DRC) recommends denial of the requested amendment to the FLUM.

At its February 3, 2020 meeting, the Planning and Zoning Commission voted unanimously to recommend approval.

#### **Body**

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE 2018 FUTURE LAND USE MAP, A COMPONENT OF THE 2018 COMPREHENSIVE PLAN, TO CHANGE THE CLASSIFICATION LOT 8, BLOCK 20, DALWORTH PARK ADDITION, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, TEXAS, ZONED GR GENERAL RETAIL, FROM COMMERCIAL/RETAIL/OFFICE TO LOW DENSITY RESIDENTIAL;

File #: 20-9738, Version: 1

## AND MAKING THIS ORDINANCE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Section 1.11.5.1 of the Unified Development Code of the City of Grand Prairie, Texas stipulates that the Planning and Zoning Commission shall conduct a public hearing and make recommendations to the City Council on amendments to the Comprehensive Plan; and

WHEREAS, Notice was given of a public hearing on proposed amendments to the Comprehensive Plan 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 February 3, 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 amendment, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 7 to 0 to recommend denial to the City Council of Grand Prairie, Texas, that said Comprehensive Plan 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 February 18, 2020, to consider the advisability of amending the Comprehensive Plan 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:

#### **SECTION 1.**

THAT the Future Land Use Map for 2018 Comprehensive Plan for the City of Grand Prairie be amended and revised and described as follows:

A. Change the Future Land Use classification from COMMERCIAL/RETAIL/OFFICE to LOW DENSITY RESIDENTIAL On Property Delineated As Lot 8, Block 20, Dalworth Park Addition, City of Grand Prairie, Dallas County, Texas in Exhibit A - Boundary Description

#### **SECTION 2.**

THAT if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provisions and such holding shall not affect the validity of the remaining portions thereof.

#### **SECTION 3.**

THAT 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 18<sup>TH</sup> OF FEBRUARY 2020.

File #: 20-9738, Version: 1

CASE NO. CPA200202 ORDINANCE NO.





CASE LOCATION MAP
Case Number CPA200202
Single Family at 2129 Dalworth Street

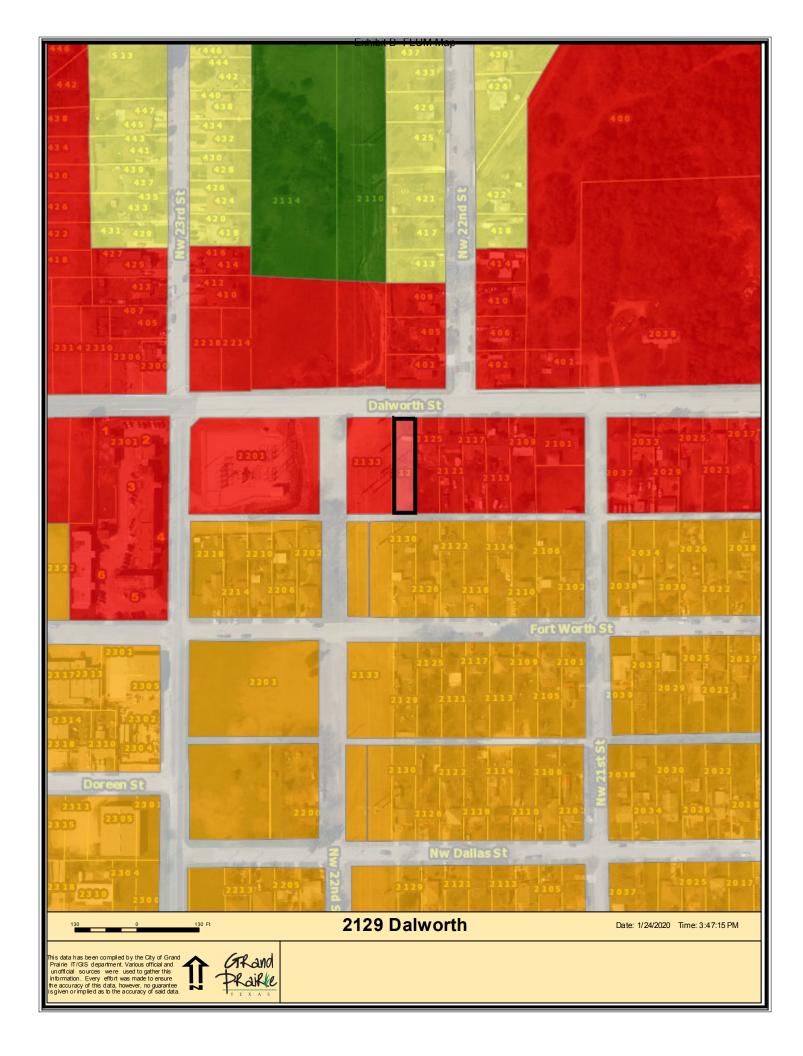


City of Grand Prairie

Development Services

**(**972) 237-8255

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# REGULAR PLANNING AND ZONING COMMISSION MEETING MINUTES FEBRUARY 3, 2020

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

COMMISSIONERS ABSENT: Warren Landrum and Eduardo Carranza

CITY STAFF PRESENT: Deputy City Manager Bill Crolley, David Jones, Chief City Planner, Savannah Ware, Senior Planner, Nyliah Acosta, Planner, Charles Lee, Senior Planner, Mark Dempsey, Deputy City Attorney, Brett Huntsman, Transportation Planner, and Chris Hartmann, Executive Assistant.

<u>PUBLIC HEARING AGENDA Item #14 - CPA200202 - Comprehensive Plan Amendment (Commissioner Moser/City Council District 5).</u> Planner Nyliah Acosta presented the case report and gave a Power Point presentation to change the Future Land Use Map from Commercial/Office/Retail to Low Density Residential. Located at 2129 Dalworth, legally described as Lot 8, Block 20, Dalworth Park Addition, City of Grand Prairie, Dallas County Texas, zoned GR, General Retail.

<u>Item #15 - Z200202 - Zoning Change - Single Family at 2129 Dalworth Street (Commissioner Moser/City Council District 5).</u> A request to change the zoning from GR, General Retail, to SF-6, Single-Family Six Residential District to allow for a residential dwelling. Located at 2129 Dalworth, legally described as Lot 8, Block 20, Dalworth Park Addition, City of Grand Prairie, Dallas County. The owner is Abraham Jackson.

Ms. Acosta stated the applicant is proposing to construct a single-family dwelling. The request is for a change from Commercial/Retail/Office to Low Density Residential on the Future Land Use Map. Staff recommends that Future Land Use map changes along the Dalworth Corridor be supported by a comprehensive study. The existing zoning is GR, General Retail District. The proposed zoning for the 0.23 acres is SF-6. All zoning will defer to the Unified Development Code as amended. The Development Review Committee is not in favor of the proposed rezoning at this time due to the need for a more comprehensive study of the Dalworth corridor. Removing GR zoning from this property will create a pocket of residential in the zoning map and FLUM and reduces the opportunity for commercial land uses along the corridor. The intent of the GR district in this location is to attract businesses with neighborhood scale uses, including grocery stores, office, and retail uses to provide services to the surrounding residents and to diversify the tax base.

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

Abraham Jackson, 5901 Tuleys Creek, Fort Worth, TX stated all of the lots in the area have residential homes on them this lot is small and close to the power line therefore he does not foresee this lot constructed with a commercial use. He stated there are some newer homes that were constructed down the street to the east and they were granted a zoning change.

Commissioner Moser asked if he owned the property and did he know it was zoned for commercial uses.

Commissioner Connor asked staff if there is currently a home on the lot can the home be remodel even though it is zoned commercial. Ms. Ware replied yes, but the foot print cannot change or if the homes is destroyed it cannot be rebuilt.

Commissioner Hedin asked where are the newer homes constructed in the area. Mr. Jones stated the newer homes were rezoned and constructed in 2018, they are just the east of this development a few blocks down.

Commissioner Moser stated if we have allowed other lots to be rezoned for residential then he can also grant this applicant a zoning change for his lot.

There being no further discussion on case CPA200202, commissioner Moser moved to close the public hearing and approve case CPA200202. The action and vote being recorded as follows:

Motion: Moser Second: Conner

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

Nays: None **Approved: 7-0** Motion: **carried.** 

There being no further discussion case Z200202, commissioner Moser moved to close the public hearing and approve case Z200202 as requested by the applicant. The action and vote being recorded as follows:

Motion: Moser Second: Smith

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

Nays: None **Approved: 7-0** Motion: **carried.** 



## City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

### Legislation Details (With Text)

File #: 20-9741 Version: 1 Name: Z200202 - Single Family at 2129 Dalworth Street

Type: Ordinance Status: Public Hearing on Zoning Applications

File created: 1/23/2020 In control: Planning and Zoning Commission

On agenda: 2/18/2020 Final action:

Title: Z200202 - Zoning Change - Single Family at 2129 Dalworth Street (City Council District 5). A request

to change the zoning from GR, General Retail, to SF-6, Single-Family Six Residential District to allow for a single residential dwelling on an existing 0.23 acre lot. Located at 2129 Dalworth, legally described as Lot 8, Block 20, Dalworth Park Addition, City of Grand Prairie, Dallas County. The owner is Abraham Jackson. (On February 3, 2020, the Planning and Zoning Commission recommended

approval of this request by a vote of 7-0).

Sponsors:

Indexes:

**Code sections:** 

Attachments: Exhibit A- Location Map

PZ Draft Minutes 02-03-20.pdf

| Date       | Ver. | Action | ı Ву |     |   |  | Action | Result |
|------------|------|--------|------|-----|---|--|--------|--------|
| 0.10.10000 |      | -      |      | . – | _ |  |        |        |

2/3/2020 1 Planning and Zoning Commission

#### From

Chris Hartmann

#### **Title**

Z200202 - Zoning Change - Single Family at 2129 Dalworth Street (City Council District 5). A request to change the zoning from GR, General Retail, to SF-6, Single-Family Six Residential District to allow for a single residential dwelling on an existing 0.23 acre lot. Located at 2129 Dalworth, legally described as Lot 8, Block 20, Dalworth Park Addition, City of Grand Prairie, Dallas County. The owner is Abraham Jackson. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

#### **Presenter**

David P. Jones, AICP, Chief City Planner

#### **Recommended Action**

Denial

#### **Analysis**

#### **SUMMARY:**

A request to change the zoning from GR, General Retail District to SF-6, Single-Family Six Residential District, to allow for one residential dwelling on a platted lot.

Table 1: Adjacent Zoning and Land Uses

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| Direction | Zoning | Existing Use             |
|-----------|--------|--------------------------|
| North     | GR     | Single-Family Residences |
| South     | SF-4   | Single-Family Residences |
| West      | GR     | Oncor Substation         |
| East      | GR     | Single-Family Residences |

#### **PURPOSE OF REQUEST:**

The purpose of this request is to change the zoning on 0.23 acres from GR General Retail District to SF-6 Single-Family Six Residential District, to allow the applicant to construct a single-family dwelling on the lot. The lot reasonably accommodates the uses permitted in the SF-6 base zoning district, and staff has found no indication of adverse impacts on neighboring lands in relation to this zoning, or adverse effects on the public health, safety, or welfare.

#### **CONFORMANCE WITH COMPREHENSIVE PLAN:**

The Future Land Use Map (FLUM) designates the subject property as Commercial/Retail/Office (CRO). C/R/O is not consistent with the SF-6. The applicant has requested a plan amendment to change the FLUM from C/R/O to Low Density residential (CPA200202).

#### **ZONING REQUIREMENTS**

The existing zoning is GR, General Retail District. The proposed zoning for the 0.23 acres is SF-6. All zoning will defer to the Unified Development Code (UDC) as amended.

#### **Dimensional Requirements**

The following outlines the minimum dimensional requirements of the SF-6 district and provides an analysis of the proposed compliance with the district.

| Standard                   | Required   | Meets |  |  |  |
|----------------------------|------------|-------|--|--|--|
| Minimum Lot Area           | 5,000 s.f. | Yes   |  |  |  |
| Minimum Lot Width          | 50 ft.     | Yes   |  |  |  |
| Minimum Lot Depth          | 100 ft.    | Yes   |  |  |  |
| Minimum Front Yard Setback | 25 ft.     | Yes   |  |  |  |

#### **VARIANCES:**

None.

#### **RECOMMENDATION:**

The Development Review Committee is not in favor of the proposed rezoning at this time due to the need for a more comprehensive study of the Dalworth corridor. Removing GR zoning from this property will create a pocket of residential in the zoning map and FLUM and reduces the opportunity for commercial land uses along the corridor. The intent of the GR district in this location is to attract businesses with neighborhood scale uses, including grocery stores, office, and retail uses to provide services to the surrounding residents and to diversify the tax base.

At its February 3, 2020 meeting, the Planning and Zoning Commission voted unanimously to recommend approval.

File #: 20-9741, Version: 1

#### **Body**

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND MAP TO REZONE LOT 8, BLOCK 20, DALWORTH PARK ADDITION, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, LOCATED AT 2129 DALWORTH STREET, FROM GR GENERAL RETAIL DISTRICT TO SF-6 SINGLE-FAMILY SIX 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 GR General Retail District to SF-6 Single-Family Six Residential District; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on February 3, 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 7-0 to recommend <u>approval</u> to the City Council of Grand Prairie, Texas, of the request that the hereinafter described property be rezoned from its classification of **GR General Retail District to SF-6** Single-Family Six 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 February 18, 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 **GR General Retail District to SF-6 Single-Family Six 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:

File #: 20-9741, Version: 1

#### **SECTION 1.**

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

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

and passed and approved November 20, 1990, as amended, is hereby further amended so as to rezone from its classification of **GR General Retail District to SF-6 Single-Family Six Residential District**; as depicted in **Exhibit A - Location Map.** 

Description of Land:

Being Lot 8, Block 20, Dalworth Park Addition, City of Grand Prairie, Dallas County, Texas, located at 2129 Dalworth Street, and depicted in Exhibit A - Zoning Boundary, incorporated herein by reference;

#### **SECTION 2.**

THAT, land uses shall be restricted to those uses permitted in the **Single-Family Six Residential District (SF-6) 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.**

Any structure on the property described in Exhibit A hereby made non-conforming by this ordinance shall be subject to the requirements and procedures of Article 19 of the Unified Development Code.

#### **SECTION 4.**

THAT, if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provisions and such holding shall not affect the validity of the remaining portions thereof.

#### SECTION 5.

THAT 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  $18^{TH}$  DAY OF FEBRUARY 2020.

ORDINANCE NO. CASE NO. Z200202

File #: 20-9741, Version: 1





CASE LOCATION MAP
Case Number Z200202
Single Family at 2129 Dalworth Street



City of Grand Prairie

Development Services

**(**972) 237-8255

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There being no further discussion on case CPA200202, commissioner Moser moved to close the public hearing and approve case CPA200202. The action and vote being recorded as follows:

Motion: Moser Second: Conner

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

Nays: None **Approved: 7-0** Motion: **carried.** 

There being no further discussion case Z200202, commissioner Moser moved to close the public hearing and approve case Z200202 as requested by the applicant. The action and vote being recorded as follows:

Motion: Moser Second: Smith

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

Nays: None **Approved: 7-0** Motion: **carried.** 



## City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

### Legislation Details (With Text)

File #: 20-9743 Version: 1 Name: TA200202 – Article 4: Permissible Uses and Article

30: Definitions

Type: Ordinance Status: Public Hearing on Zoning Applications

File created: 1/23/2020 In control: Planning and Zoning Commission

On agenda: 2/18/2020 Final action:

Title: TA200202 - Text Amendment - Article 4: Permissible Uses and Article 30: Definitions. Amend the

Unified Development Code to create definitions and regulations for tattoo studios and body piercing studios. The applicant is the City of Grand Prairie. (On February 3, 2020, the Planning and Zoning

Commission recommended approval of this request by a vote of 7-0).

Sponsors:

Indexes:

Code sections:

Attachments: PZ Draft Minutes 02-03-20.pdf

| Date     | Ver. | Action By                      | Action | Result |
|----------|------|--------------------------------|--------|--------|
| 2/3/2020 | 1    | Planning and Zoning Commission |        |        |

#### From

Chris Hartmann

#### **Title**

TA200202 - Text Amendment - Article 4: Permissible Uses and Article 30: Definitions. Amend the Unified Development Code to create definitions and regulations for tattoo studios and body piercing studios. The applicant is the City of Grand Prairie. (On February 3, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-0).

#### **Presenter**

David P. Jones, AICP, Chief City Planner

#### **Recommended Action**

Approve

#### **Analysis**

In response to recent interest by tattoo studio operators, and at the direction of the City Manager's Office, staff has prepared a draft ordinance updating the city's existing tattoo regulations. Currently, tattoo studios are allowed only by SUP in the industrial districts or in form of permanent cosmectics as an ancillary personal service use.

The proposed ordinance would expand tattoo studios to commercial districts, including the Central Area. In order to prevent proliferation or congregation of these uses, the ordinance would institute distance limitations similar to those put in place for alcoholic beverage service. The ordinance would prohibit loitering, would require all studios to close by midnight, and would require that operators obtain yearly continuing education in sanitary practices and CPR.

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The ordinance would also establish procedures for curing violations through a two-step administrative and Council review process. Because the use would only be authorized by SUP, Council would have the ultimate authority to revoke the permit.

These regulations would also apply to body piercing studios, which include any piercing other than ears. Proposed regulations would appear in Articles 11 and 30 of the Unified Development Code and appear in their entirety below:

Tattoo and Body Piercing Studio: A facility licensed under the jurisdiction of the Texas Department of State Health Services, in which one or more artists engage in the practice of producing an indelible mark or figure on the human body by scarring or inserting pigments under the skin using needles, scalpels, or other related equipment or body piercing (i.e., the practice of creating an opening in a person's body, other than the individual's earlobe, to insert jewelry or another decoration). This definition includes establishments engaging in both tattooing and body piercing, or either tattooing or body piercing alone.

#### SECTION 14 -OPERATION OF TATTOO AND BODY PIERCING STUDIO

- 11.14.1 All "Tattoo and Body Piercing Studios" (as defined in Article 30 "Tattoo and Body Piercing Studio" and hereinafter referred to both collectively and individually as "Studio") in the City of Grand Prairie shall operate under the following conditions:
  - A. A Studio shall operate only with a valid license issued by the Texas Department of State Health Services and subject to inspection by the State Department or its affiliates. Tattoo Studios are also subject to licensure and inspection by the City of Grand Prairie;
  - B. A Studio shall not be located within 300 feet of a church, school, or residential zoning district, or with 1,000 feet of another Studio, as measured along the property lines of the street fronts and from front door to front door, and in a direct line across intersections;
  - C. No more than two (2) Studios shall operate at any given time within the CA zoning district;
  - D. Hours of operation shall not extend beyond midnight;
  - E. Whenever a Studio is constructed or remodeled so as to require a building permit, or an existing structure is converted in whole or part for use as a Studio, plans and specifications for such construction, remodeling or conversion with the applicable fees shall be submitted to the building official for review and approval in accordance with applicable city rules and regulations before construction, remodeling or conversion is begun. The building official shall approve the plans and specifications if they meet applicable city regulations;
  - F. The Building Official or their designee will perform an inspection of the Studio prior to the start of operations as a Studio to determine compliance with approved plans and requirements of this article. A City Certificate of Occupancy issued by the Building Official must be obtained prior to the operation of the studio;
  - G. Annually each permit holder, owner or operator in charge of the studio shall complete eight (8) hours of continuing education on the practice and safety regulations for tattoo and body piercing such as blood-borne pathogens, aseptic techniques, disease control, personal protection, signs of infection and cardio-pulmonary resuscitation (CPR). The permit holder, owner or operator in charge shall complete the required training within twelve (12) months from the date of issuance of the permit. Records of such education and training

shall be maintained on site and shall be made available to the City upon request.

#### H. Violations

- 1. If the City or State regulatory authority determines that a Studio is in violation of this article or other law, it may notify the studio in writing of the violation and by written order direct the studio to correct the violation within a definite period of time.
- 2. If the City or State regulatory authority determines that the violation constitutes an imminent and serious threat to the public health or safety, it may order the permit holder to correct the violation immediately or to cease operations to the extent determined necessary to abate the threat until the violation is corrected.
- 3. In addition to the authority listed above, the City shall be entitled to pursue all other remedies including the issuance of citations for municipal court, initiating procedures to suspend or revoke a Specific Use Permit, or filing a complaint with the Department of State Health Services.
- 4. The City Attorney may engage in the enforcement of the civil penalty and injunction order of the state law if requested by the Department of State Health Services Commissioner pursuant to Texas Health and Safety Code, Section 146.020, Civil Penalty and Injunction.

#### J. Suspension of Permits

- 1. The City may administratively suspend a Specific Use Permit or license issued under provision of this article if it determines that the owner, operator, or person in charge a Studio has:
  - i. Been convicted twice within any twelve (12) month period for violation of this article;
  - ii. Failed to comply, within the time specified, with an order to correct or abate an imminent threat to the public health or safety;
  - iii. Intentionally or knowingly provided false information to the City or State regulatory authority or designee during a lawful inspection; or
  - iv. Intentionally or knowingly impeded a lawful inspection by the City or State regulatory authority or designee.
- 2. The City shall suspend the permit for a definite period of time not to exceed twelve (12) months, or until the violations resulting in said suspension have been corrected or abated.
- 3. Upon receipt of written notice of suspension issued by the City, the permit holder shall immediately cease operation of the facility for which the permit is suspended until the violations resulting in said suspension have been corrected or abated. The notice of suspension must include:
  - <u>i.</u> The name of the permit holder;
  - ii. The location or identification of the establishment for which the permit is suspended;

- iii. The reason for the suspension; and
- iv. A statement informing the establishment of its right to appeal the suspension.

#### K. Appeals

- 1. An administrative decision by the City invoking a suspension of a permit is final unless an appeal is filed, in writing, with the Director of Development Services within ten (10) days of the notice of suspension appealing the decision to the Zoning Board of Adjustments and Appeals.
- 2. The Director of Development Services or designee shall set a time and date for a hearing on the suspension before the Zoning Board of Adjustments and Appeals. The filing of an appeal in accordance with subsection 1 of this section enjoins or stays an action of the City pending a final decision by the Zoning Board.

#### L. Revocation of Permit

- 1. Notwithstanding the previous section, if violations have not been corrected within twelve (12) months of the permit being suspended by the City, or if more than two (2) violations of this article occur within a twelve (12) month period, or if one or more violations occurs in three (3) successive years, the City shall issue the holder of the Specific Use Permit a notice of revocation. Notice shall give a time and date of the next available City Council hearing at which the recommendation for revocation will be heard. The applicant will have opportunity to respond in writing or in person at the hearing.
  - <u>2.</u> The decision of the City Council to revoke shall be final.

#### **RECOMMENDATION:**

At its December 17, 2019 meeting, the City Council Development Committee voted unanimously to recommend approval.

At its February 3, 2020 meeting, the Planning and Zoning Commission voted unanimously to recommend approval as presented.

#### **Body**

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ARTICLE 4, "PERMISSIBLE USES"; ARTICLE 11, "PERFORMANCE STANDARDS"; AND ARTICLE 30, "DEFINITIONS" OF THE UNIFIED DEVELOPMENT CODE, ESTABLISHED BY ORDINANCE NUMBER 4779, PASSED ON NOVEMBER 20, 1990; TO CREATE DEFINITIONS AND REGULATIONS FOR THE OPERATION OF TATTOO STUDIOS AND BODY PIERCING STUDIOS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

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

File #: 20-9743, Version: 1

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 February 3, 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 February 18, 2020 to consider the advisability of amending the Code of Ordinances and 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:

#### **SECTION 1**

THAT, Article 4, "Permissible Uses" 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:

| RETAIL AND COMMERCIAL USES   | NAICS CODE        | c | С       | C F        | 1 | F |
|--|-------------------|---|---------|------------|---|---|
|  |                   |   | -<br> 1 | AC         | 1 | ľ |
| TATTOO <u>AND BODY PIERCING STUDIO</u> PARLOR (PERMANENT COSMETICS AS AN ACCESSORY USE; See Section 4.7.1) | <del>812199</del> |   |         | <u>s</u> s | s | s |

#### **SECTION 2**

THAT Sections of Article 4 "Permissible Uses" 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**

THAT, Article 11, "Performance Standards" of the Unified Development Code, City of Grand Prairie, Texas, be

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amended, with proposed additions of text being shown in <u>underlined print</u>, and deleted text being shown with a single line strikethrough:

#### SECTION 14 -OPERATION OF TATTOO AND BODY PIERCING STUDIO

- 11.14.1 All "Tattoo and Body Piercing Studios" (as defined in Article 30 "Tattoo and Body Piercing Studio" and hereinafter referred to both collectively and individually as "Studio") in the City of Grand Prairie shall operate under the following conditions:
  - A. A Studio shall operate only with a valid license issued by the Texas Department of State Health Services and subject to inspection by the State Department or its affiliates. Tattoo Studios are also subject to licensure and inspection by the City of Grand Prairie;
  - B. A Studio shall not be located within 300 feet of a church, school, or residential zoning district, or with 1,000 feet of another Studio, as measured along the property lines of the street fronts and from front door to front door, and in a direct line across intersections;
  - C. No more than two (2) Studios shall operate at any given time within the CA zoning district;
  - D. Hours of operation shall not extend beyond midnight;
  - E. Whenever a Studio is constructed or remodeled so as to require a building permit, or an existing structure is converted in whole or part for use as a Studio, plans and specifications for such construction, remodeling or conversion with the applicable fees shall be submitted to the building official for review and approval in accordance with applicable city rules and regulations before construction, remodeling or conversion is begun. The building official shall approve the plans and specifications if they meet applicable city regulations;
  - F. The Building Official or their designee will perform an inspection of the Studio prior to the start of operations as a Studio to determine compliance with approved plans and requirements of this article. A City Certificate of Occupancy issued by the Building Official must be obtained prior to the operation of the studio;
  - G. Annually each permit holder, owner or operator in charge of the studio shall complete eight (8) hours of continuing education on the practice and safety regulations for tattoo and body piercing such as blood-borne pathogens, aseptic techniques, disease control, personal protection, signs of infection and cardio-pulmonary resuscitation (CPR). The permit holder, owner or operator in charge shall complete the required training within twelve (12) months from the date of issuance of the permit. Records of such education and training shall be maintained on site and shall be made available to the City upon request.

#### H. Violations

1. If the City or State regulatory authority determines that a Studio is in violation of this article or other law, it may notify the studio in writing of the violation and by written order direct the studio to correct the violation within a definite period of time.

- 2. If the City or State regulatory authority determines that the violation constitutes an imminent and serious threat to the public health or safety, it may order the permit holder to correct the violation immediately or to cease operations to the extent determined necessary to abate the threat until the violation is corrected.
- 3. In addition to the authority listed above, the City shall be entitled to pursue all other remedies including the issuance of citations for municipal court, initiating procedures to suspend or revoke a Specific Use Permit, or filing a complaint with the Department of State Health Services.
- 4. The City Attorney may engage in the enforcement of the civil penalty and injunction order of the state law if requested by the Department of State Health Services Commissioner pursuant to Texas Health and Safety Code, Section 146.020, Civil Penalty and Injunction.

#### J. Suspension of Permits

- 1. The City may administratively suspend a Specific Use Permit or license issued under provision of this article if it determines that the owner, operator, or person in charge a Studio has:
  - i. Been convicted twice within any twelve (12) month period for violation of this article;
  - ii. Failed to comply, within the time specified, with an order to correct or abate an imminent threat to the public health or safety;
  - iii. Intentionally or knowingly provided false information to the City or State regulatory authority or designee during a lawful inspection; or
  - iv. Intentionally or knowingly impeded a lawful inspection by the City or State regulatory authority or designee.
- 2. The City shall suspend the permit for a definite period of time not to exceed twelve (12) months, or until the violations resulting in said suspension have been corrected or abated.
- 3. Upon receipt of written notice of suspension issued by the City, the permit holder shall immediately cease operation of the facility for which the permit is suspended until the violations resulting in said suspension have been corrected or abated. The notice of suspension must include:
  - i. The name of the permit holder;
  - ii. The location or identification of the establishment for which the permit is suspended;
  - iii. The reason for the suspension; and
  - iv. A statement informing the establishment of its right to appeal the suspension.

#### K. Appeals

- 1. An administrative decision by the City invoking a suspension of a permit is final unless an appeal is filed, in writing, with the Director of Development Services within ten (10) days of the notice of suspension appealing the decision to the Zoning Board of Adjustments and Appeals.
- 2. The Director of Development Services or designee shall set a time and date for a hearing on the suspension before the Zoning Board of Adjustments and Appeals. The filing of an appeal in accordance with subsection 1 of this section enjoins or stays an action of the City pending a final decision by the Zoning Board.

#### L. Revocation of Permit

- 1. Notwithstanding the previous section, if violations have not been corrected within twelve (12) months of the permit being suspended by the City, or if more than two (2) violations of this article occur within a twelve (12) month period, or if one or more violations occurs in three (3) successive years, the City shall issue the holder of the Specific Use Permit a notice of revocation. Notice shall give a time and date of the next available City Council hearing at which the recommendation for revocation will be heard. The applicant will have opportunity to respond in writing or in person at the hearing.
  - <u>2.</u> The decision of the City Council to revoke shall be final.

#### **SECTION 4**

THAT Sections of Article 11 "Performance 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 5**

THAT, Article 30, "Definitions" 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:

Tattoo and Body Piercing Studio: A facility licensed under the jurisdiction of the Texas Department of State Health Services, in which one or more artists engage in the practice of producing an indelible mark or figure on the human body by scarring or inserting pigments under the skin using needles, scalpels, or other related equipment or body piercing (i.e., the practice of creating an opening in a person's body, other than the individual's earlobe, to insert jewelry or another decoration). This definition includes establishments engaging in both tattooing and body piercing, or either tattooing or body piercing alone.

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#### **SECTION 6**

THAT Sections of Article 30 "Definitions" 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 7**

THAT if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provisions and such holding shall not affect the validity of the remaining portions thereof.

#### **SECTION 8**

THAT 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 9**

THAT 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 10**

THAT 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 18th DAY OF FEBRUARY, 2020.

ORDINANCE NO. ####-2020 CASE NO. TA200202



# REGULAR PLANNING AND ZONING COMMISSION MEETING MINUTES FEBRUARY 3, 2020

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

COMMISSIONERS ABSENT: Warren Landrum and Eduardo Carranza

CITY STAFF PRESENT: Deputy City Manager Bill Crolley, David Jones, Chief City Planner, Savannah Ware, Senior Planner, Nyliah Acosta, Planner, Charles Lee, Senior Planner, Mark Dempsey, Deputy City Attorney, Brett Huntsman, Transportation Planner, and Chris Hartmann, Executive Assistant.

<u>PUBLIC HEARING AGENDA Item #16 - TA200202 – Text Amendment – Article 4: Permissible Uses and Article 30: Definitions.</u> Chief City Planner David Jones presented the case report and gave a Power Point presentation to amend the Unified Development Code to create definitions and regulations for tattoo studios and body piercing studios. The applicant is the City of Grand Prairie.

Mr. Jones stated in response to recent interest by tattoo studio operators, and at the direction of the City Manager's Office, staff has prepared a draft ordinance updating the city's existing tattoo regulations. Currently, tattoo studios are allowed only by SUP in the industrial districts or in form of permanent cosmetics as an ancillary personal service use. The proposed ordinance would expand tattoo studios to commercial districts, including the Central Area. In order to prevent proliferation or congregation of these uses, the ordinance would institute distance limitations similar to those put in place for alcoholic beverage service. The ordinance would prohibit loitering, would require all studios to close by midnight, and would require that operators obtain yearly continuing education in sanitary practices and CPR. The ordinance would also establish procedures for curing violations through a two-step administrative and Council review process. Because the use would only be authorized by SUP, Council would have the ultimate authority to revoke the permit. These regulations would also apply to body piercing studios, which include any piercing other than ears. Proposed regulations would appear in Articles 11 and 30 of the Unified Development Code.

Chairperson Spare stated there were no questions for staff, opened the public hearing, and called for individuals wishing to speak on this item. There being no further discussion commissioner Moser moved to close the public hearing and approve case TA200202 as presented by staff. The action and vote being recorded as follows:

Motion: Moser Second: Coleman

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

Nays: None **Approved: 7-0**Motion: **carried.** 



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 19-9618 Version: 1 Name: Zoning Board of Adjustments in response to state

law changes

Type: Agenda Item Status: Items for Individual Consideration

File created: 12/9/2019 In control: Planning

On agenda: 2/18/2020 Final action:

**Title:** Approval of Bylaws of Zoning Board of Adjustments

Sponsors: Indexes:

Code sections:

Attachments: ZBA ByLaws Policies (MD 01.23.20).pdf

Date Ver. Action By Action Result

#### From

Chris Hartmann

#### **Title**

Approval of Bylaws of Zoning Board of Adjustments

## Presenter

David P. Jones, Chief City Planner

#### **Recommended Action**

Approve

## **Analysis**

During the 2019 legislative session, the Legislature passed H.B. 2497. That bill included a new requirment that the City Council approve rules adopted by the Board of Adjustment. The Board's rules are comprised of its bylaw. Among other things, the bylaws contain procedural rules governing the conduct of meetings of the ZBA. The Board has recently reviewed and agreed upon revisions to its current bylaws, which it intends to adopt at its February 17th meeting. Council must ultimately approve any rules adopted by the ZBA. The Council Development Committee reviewed the proposed bylaws at their December 17, 2019 meeting and recommended approval to Council.

The proposed by-laws are attached for consideration and approval by the Council.

# **BYLAWS AND POLICIES**

# **OF**

# **ZONING BOARD OF ADJUSTMENT AND APPEALS**

# **CITY OF GRAND PRAIRIE**

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## I. CREATION AND ORGANIZATION

### A) APPOINTMENT:

The City Council shall appoint the members of all boards, commissions, and agencies established by this code or subsequent ordinances or amendment hereto, such appointments to be made for the period determined by ordinance, commencing on July first of each year. (Sec. 2-7 (a), City Code of Ordinances).

## B) MEMBERSHIP:

The Board of Adjustment and Appeals shall consist of nine (9) members, each to be appointed by the council for a term of two (2) years. Five (5) of such members initially appointed shall serve two (2) years thereafter. Four (4) of such members initially appointed shall serve one year before new appointments or reappointments. All appointments thereafter shall serve for two years. If a member is replaced during a term, the replacement may be appointed to finish that term, or may be appointed for two years, depending on the appointment. The council shall appoint four (4) alternate members to act as members of the Board in the absence of one or more of the regular members. The four (4) alternate members shall serve two-year terms. Their terms in office shall be staggered so that two (2) members are appointed each year. (Sec. 2-7 (e), Sec. 2-101, City Code of Ordinances)

## C) RESIDENCY:

The members of all boards, commissions and agencies of the City of Grand Prairie shall be citizens of the City. (Sec. 2-7 (j), City Code of Ordinances)

D) No person shall serve more than three (3) consecutive two-year terms on the Board or for more than six (6) consecutive years. (Sec. 2-7 (g), City Code of Ordinances)

### E) ATTENDANCE/REMOVAL:

All regular members of the Board shall attend every scheduled meeting. The alternate members of the Board are not required to attend a meeting unless they are informed by staff that their presence at a meeting is necessary to establish a quorum. Any alternate member may attend any Board meeting. Any regular member who is absent from three consecutive, regularly scheduled meetings is subject to removal from office for cause and replacement by the City Council; provided, however, the City Council may determine that the member had appropriate excuses for the absences and may allow the member to remain on the Board if these excuses are reported to the Board in advance of the absence and reported to the City Council in the official minutes of the Board. In addition, the Chair of the Board shall notify the City Council when any member of the Board misses twenty-five (25) percent of the regularly scheduled and called meetings during any twelve (12) month period. That member is subject to removal for

cause and replacement by the City Council. If an alternate is asked to appear, and does not, that may count as a missed meeting for the alternate. (Sec. 2-7 (f), City Code of Ordinance).

A regular member that was appointed to the Board may be removed by the City Council for cause on a written charge after a public hearing. An alternate member is subject to removal in the same manner as a regular member.

## F) VACANCIES:

If a vacancy should occur on the Board, the City Council shall appoint, at its earliest convenience, a new member to fill that vacant position.

## G) 1. ELECTION OF OFFICERS:

. The Board shall elect a Chairperson and a Vice-Chairperson annually at the first regular meeting in September after annual appointments to the Board have been made by the City Council. The Chairperson and Vice-Chairperson must be regular members of the Board. The election to these positions shall be the result of a majority vote of the members of the Board who are present at the meeting, including alternates sitting in the absence of a regular Board member. In the event that the Chairperson or the Vice-Chairperson resigns, or is removed from the Board, a new election shall take place to fill the vacant position(s) at the next meeting of the Board.

## G) 2. CHAIN OF AUTHORITY:

In the event that the Chair is unable to attend a meeting, the elected Vice-Chair shall then preside at the meeting. If both the Chair and Vice-Chair are unable to attend the same meeting, a Chair Pro Tem shall be elected by a majority vote of the members of the Board present at the meeting.

#### II. POWERS AND DUTIES

#### A)1 JURISDICTION:

When in its judgment, the public convenience and welfare will be substantially served and the appropriate use of the neighboring property will not be substantially or permanently injured, the Zoning Board of Adjustments and Appeals may, in specific cases, after public notice and public hearing, authorize the following special exceptions to the regulation herein established:

- 1. Permit the reconstruction, extension or enlargement of a building occupied by non-conforming use on the lot of tract occupied by such building, provided such reconstruction does not prevent the return of such property to a conforming use.
- 2. Permit such modifications of the height, yard, area, coverage and

parking regulations as may be necessary to secure appropriate development of a parcel of land which differs from other parcels in the district by being of such restricted area, shape or slope that it cannot be appropriately developed without such modification.

3. Require the discontinuance of non-conforming uses of land or structure under any plan whereby the full value of the structure and facilities can be amortized within a definite period of time, taking into consideration the general character of the neighborhood and the necessity for all property to conform to the regulations of this Ordinance. All actions to discontinue a non-conforming use of land or structure shall be taken with due regard for the property rights or the person affected when considered in the light of the public welfare and the character of the area surrounding the designed nonconforming use and the conservation and preservation of property. The Board shall from time to time on its own motion or upon cause presented by interested property owners inquire into the existence, continuation or owners inquire into the existence, continuation or maintenance of any non-conforming use within the City (see Article 19 of the Unified Development Code)

#### A) 2 ADVICE

No informal requests for advice, or moot questions, will be considered by the Board. Any advice, opinion, or information given by any Board member or the Secretary, or any other official or employee of the City of Grand Prairie, Texas shall not be binding on the Board. The Board shall render its decision only on the facts presented by the Board during the hearing on the matter. *Ex parte* and personal appeals to members of the Board outside the hearing are not allowed.

#### III. MEETINGS:

#### A) MEETING LOCATIONS:

All advisory boards, commissions and committees of the City shall hold their meetings in the public buildings owned by the City. When possible, the Zoning Board of Adjustment and Appeals shall meet in the City Council Chambers, with a briefing session being held in the City Council Chambers. (Sec. 2-7 (b), City Code of Ordinances)

#### B) TIME /DATE:

The Zoning Board of Adjustment and Appeals shall meet once a month preferably the third Monday. If the Planning Director or his/her designee deems it necessary, a regularly scheduled special meeting will take place on the first Monday of the month. Unless otherwise notified, the Board meetings will take place at 7:00 P.M., with the briefing session to start at 6:30 P.M.

## C) PUBLIC HEARING/TELEVISED:

Every regular, special, or called meeting shall be open to the public, and recorded and televised in accordance with state law. No closed or executive meeting or session shall be held unless the Board has first convened in open session for which notice has been given and during which open meeting the Chair has publicly announced that a closed or executive meeting or session will be held. (Texas Government Code, Sec. 551.101)

## D) MINUTES:

The Zoning Board of Adjustment and Appeals shall keep minutes of its proceedings showing the vote of each member upon each question or, if a member is absent or fails to vote, indicateing such fact, and keep records of its examination and other official actions, all of which shall be immediately filed in the offices of the Board and kept as public record. The Director of Development Services or his/her designee shall serve as Secretary to the Board and prepare minutes of all Board meetings. The minutes shall be ratified by the Board at the next regularly scheduled meeting. Unless a reading of the minutes is requested by the Board, the minutes may be ratified without reading if each member was previously furnished with a copy of the minutes. After the minutes have been ratified by the Board, they will be forwarded to City Council within ten (10) days for acceptance. (Sec. 2-102, Code of Ordinances)

## E) QUORUM:

A quorum of the Board shall consist of seven (7) members, and all cases to be heard by the Board shall be heard by a minimum of seven members.

## F) 1. CANCELLATION/LACK OF QUORUM:

If a quorum cannot be established for a meeting, that meeting shall be cancelled. The cases for that meeting shall be rescheduled for the next possible meeting. The time and date of such meeting shall be determined by a consensus of the Board. This meeting shall not take place until the cases are properly advertised. If there are only a minimum of seven (7) members present at a meeting and a Board member cannot vote on a case (due to abstention, conflict of interest, etc.), prior to hearing that case, the Board may table the case so that action may be taken on it at a further date.

## F) 2. LACK OF REQUESTS:

If there are no requests before the Board, that meeting shall be cancelled with a consensus of the Board. Staff shall contact the Board prior to the meeting so that a consensus may be reached.

## F) 3. NOTIFICATION OF PARTICIPANTS:

If for any reason a scheduled Board meeting is not to be held, staff shall notify all participants of such cancellation at the earliest possible opportunity.

#### G) 1. CONDUCT OF HEARINGS:

Hearings shall be conducted in accordance with these Rules. To the extent not inconsistent with these Rules, procedures for making, seconding and amending motions shall be made pursuant to Roberts Rules of Order, Newly Revised 10<sup>th</sup> Edition, published by Persus Publishing, Copyright 2000, (hereinafter "RONR" (10<sup>th</sup> ed.)." In the event of a conflict between these rules or RONR (10<sup>th</sup> ed) and any law or ordinance, the conflicting law or ordinance shall control.

## G) 2. ORDER OF PROCEEDINGS

Matters before the Board shall be disposed of in the following order unless otherwise directed by the Chairperson or by motion of the Board:

- 1. City's introduction of the application
- 2. Applicant's presentation of the application
- 3. Interested property owner's presentation
- 4. Applicant's rebuttal (if desired by applicant)

## G) 3. REPRESENTATION OF APPLICANT/NONAPPEARANCE

The applicant may appear in his or her own behalf or may be represented by agent or attorney. In the absence of any personal appearance on behalf of the application, the Board may proceed to dispose of the matter on the record before it.

#### H) 1. VOTING/PROXY VOTES:

If a member of the Board is not present at a meeting, a vote cast by that member, whether by mail, proxy, etc. shall not be considered valid.

## H) 2. AFFIRMATIVE VOTES TO APPROVE:

The concurring vote of at least seven (7) members of the Board shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the application on any matter upon which it is required to pass or to affect any variance in the Zoning Ordinance. At the close of the public hearing on any matter before the Board, the Chairperson will ask the Board for a motion on the matter. If there is no motion made to approve, or no second on a motion to approve, the Chairperson will declare that the matter is DENIED by the Board. If there is a motion to approve and a second, and less than seven members of the Board vote to approve the application, the Chairperson shall ask if there

is an alternative motion, including a motion to deny the application. A motion to deny is approved upon the concurring vote of seven or more members of the Board. If no motion is made to deny the application, and no alternative motion made to approve a modification of the application which would grant the applicant less relief than originally requested, the Chairperson will declare that the application is DENIE.

## H) 3. CONFLICT OF INTEREST:

If a member of the Board (or a person related to that member within the first degree of consanguinity or affinity) has a substantial interest in a business entity or real property, and action on a matter before the Board will result in a special economic effect on the business that is distinguishable from the effect on the public or, in the case of real property, it is reasonably forseeable that the action will have a special economic effect on the value the real property distinguishable from its effect on the public, that member shall file an affidavit with the City Attorney stating the nature and extent of the interest, that Board members shall abstain from voting on any decision involving that business entity or real property and from any participation regarding the matter.

A Board member has a substantial interest in a business entity if the Board member:

- 1. Owns 10% or more of the voting stock or shares of the business entity;
- 2. Owns either 10% or more or \$15,000 or more of the fair market value of the business entity; or
- 3. Receives funds from the business entity that exceed 10% of the person's gross income for the preceding year.
- 4. A Board member has a substantial interest in in real property if the interest is an equitable or legal ownership interest with a fair market value of \$2500 or more.

## H) 4. ALTERNATE VOTING:

Unless an alternate board member is substituting for a regular member, they may not vote on any issue before the Board during a scheduled meeting. The alternate member may, however, vote on issues which are informally discussed during the briefing session. If a case has been presented to the Board and is tabled to another meeting, and an alternate is substituting for a regular Board member during that initial meeting, that alternate may be present at the meeting to which the case has been tabled and may vote on the case in the place of the absent Board member. However, as long as there are seven members eligible on any case, including alternates, the fact that an alternate or regular member sat for a portion of the case does not preclude a different group of members, including alternates, from making a

decision on the case.

If there are more than nine members present at a meeting, and an alternate is sitting for one or more regular members, the Chairperson may designate a particular alternate to serve, and may rotate the alternates so that they all get a chance at hearing a case. The alternates may vote on the officers of the Board, if they are present at a meeting in which the officers are chosen.

#### IV. SPECIAL MEETINGS

## A) AUTHORITY TO CALL:

A special meeting may be called by the Chair. The time and date of the meeting will be established at that time.

#### V. NOTIFICATIONS

A) Staff shall contact every regular Board member before noon on the Friday prior to any scheduled meeting, so that a quorum may be established for the upcoming meeting. If a regular Board member is unable to attend the upcoming meeting, that Board member will notify staff at that time. In the event that there are not enough Board members to establish a quorum, staff shall then notify the alternate members so that a quorum may be established. Staff shall contact the alternate members on a rotating schedule in order to evenly afford the opportunity for participation.

## B) PUBLIC NOTICE:

Notice of a meeting shall be posted in a place readily accessible to the general public at all times for at least 72 hours preceding the scheduled time of the meeting. In case of emergency or urgent public necessity, which shall be expressed in the notice, it shall be sufficient if the notice is posted two (2) hours before the meeting is convened. Provided further, that where a meeting has been called with notice thereof, additional subjects may be added to the agenda for such emergency or urgent public necessity requiring consideration of such additional subjects. Written notice of all public hearings shall be sent to owners of real property lying within three hundred (300) feet of the property on which the variance is proposed, such notice to be given not less than ten (10) days before the date set for hearing to all such owners who have rendered their said property for City taxes as the ownership appears on the last approved City tax roll. Such notice may be served by depositing the same properly addressed and postage paid, in the United States mail. Notice shall be given by publication in the official publication of the City stating the time and place of such hearing, which shall not be earlier than ten (10) days prior to the date of the public hearing.

## VI. COMMITTEES

## A) APPOINTMENT:

The Chair may appoint members and/or alternates to any adjunct or ad hoc committee which the Chair deems necessary.

## VII. PROCEDURAL QUESTIONS

## A) RULINGS:

If a procedural question arises during a briefing session or a board meeting, the city attorney, or his designee, shall have the final ruling on such questions.

#### VIII. BOARD POLICIES:

## A) TABLING CASES:

If the applicant or his designated representative is not present at the Zoning Board of Adjustment and Appeals meeting, the case may be tabled to the next regularly scheduled meeting. If the case has been tabled once and the agent or his representative is not present at the second meeting, the Board may proceed to dispose of the matter on the record before it.

If during the hearing on a matter the members of the Board feel that there is not sufficient information to allow them to make a decision or if someone necessary for them to make a decision is not present due to no fault of the applicant, the Board may table the matter to another meeting.

The Board should not table a case after a vote was taken on the case in which a decision was made to approve or deny a case.

## IX. NON-OBSERVANCE OF RULES

- A) Rules adopted by the Board are solely to expedite and facilitate the transaction of the business of the Board in an orderly fashion and shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by, the Board.
- B) Any of the forgoing rules may be waived or suspended by a majority vote of the Board members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances.
- C) The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the Board, or of its presiding officer, to govern the conduct of meetings of the Board as may be considered appropriate from time to time, or in particular circumstances, for the purposes of orderly and effective conduct of the affairs of the Board.

## X. BY LAW AMENDMENTS/DELETIONS

## A) PROCEDURES:

Any amendment or deletion to any of the bylaws or policies established by the Board shall be approved by a concurring vote of at least seven (7) Board members, and the City Council. The bylaws or policy change shall be addressed after the public hearing portion of the Board's meeting. No action shall be taken on any change until the next scheduled meeting after the change is initially addressed by the Board.

| Adopted by the Board the | day of | , 20             |  |
|--------------------------|--------|------------------|--|
|                          |        |                  |  |
| Barry Sandacz            |        | Timothy Ibidapo  |  |
| Chairperson              |        | Member           |  |
| Tracy Owens              |        | Anthony Langston |  |
| Vice-Chairperson         |        | Member           |  |
| Martin Caballero         |        | Heather Mazac    |  |
| Member                   |        | Member           |  |
| Debbie Hubacek           |        | Stacy White      |  |
| Member                   |        | Member           |  |
| Clayton Hutchins         |        |                  |  |
| Member                   |        |                  |  |



# City of Grand Prairie

City Hall 300 W. Main Street Grand Prairie, Texas

## Legislation Details (With Text)

File #: 20-9787 Version: 1 Name: Board Appointments

Type: Agenda Item Status: Items for Individual Consideration

File created: 2/8/2020 In control: City Secretary

On agenda: 2/18/2020 Final action:

Title: Board and Commission Appointments

Sponsors:

Indexes:

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Attachments:

Date Ver. Action By Action Result

#### From

Cathy DiMaggio

#### Title

**Board and Commission Appointments** 

### **Presenter**

Cathy DiMaggio, City Secretay

## **Recommended Action**

Approve

## **Analysis**

Lily Yap, Animal Shelter Manager, has requested that Mattie McClean be appointed to the Operations Manager position on the Animal Shelter Advisory Board.