



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Meeting Agenda

City Council

Tuesday, July 14, 2020

5:30 PM

ZOOM Meeting

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

You are invited to a Zoom webinar.

When: Jul 14, 2020 05:30 PM Central Time (US and Canada)

Topic: City of Grand Prairie - City Council Meeting

Please click the link below to join the webinar:

<https://gptx.zoom.us/j/96146034501?pwd=ZjJydFUxZDhxN3pLUnhIY243R20wUT09>

Password: 51e3th3DS0

Or iPhone one-tap :

US: +13462487799,,96146034501#,,,0#,,7322482969# or
+12532158782,,96146034501#,,,0#,,7322482969#

Or Telephone:

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

US: +1 346 248 7799 or +1 253 215 8782 or +1 408 638 0968 or +1 669 900 6833 or
+1 301 715 8592 or +1 312 626 6799 or +1 646 876 9923

Webinar ID: 961 4603 4501

Password: 7322482969

International numbers available: <https://gptx.zoom.us/j/96146034501?pwd=ZjJydFUxZDhxN3pLUnhIY243R20wUT09>

All meeting participants will automatically be muted until it is their turn to speak. To be recognized to speak, use the "raise hand" feature in the Zoom meeting platform. Or, if you are joining by phone, you may press *9 to raise your hand. Please call in only during discussion on the item on which you wish to speak. After speaking, remute your phone by pressing *6.

Call to Order

Staff Presentations

- | | | |
|---|--------------------------|--|
| 1 | 20-10125 | COVID Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer |
|---|--------------------------|--|

- 2 [20-10068](#) Grand Prairie Police Strategies - Presented by Daniel Scesney, Police Chief

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: Mayor Pro Tem Jorja Clemson

Pledge of Allegiance to the US Flag and to the Texas Flag led by Council Member John Lopez

Consent Agenda

The full agenda has been posted on the city's website, www.gptx.org, for those who may want to view this agenda in more detail. Citizens may speak for five minutes on any item on the agenda by following the previous instructions for participating in the Zoom meeting.

- 3 [20-10137](#) Minutes of the June 16, 2020 Council Meeting
Attachments: [06-16-2020 Council Minutes](#)
- 4 [20-10069](#) Ratify and approve previous equipment purchase from Itron, Inc. in the amount of \$176,359.06 to Itron, Inc., a sole source provider, for the purchase of AMI modules and meter reading equipment
Attachments: [WO 620.99.xlsx](#)
[361010-68280.doc](#)

- 5 [20-10128](#) Ratification of an emergency purchase to North Texas Contracting, Inc. for the repair of a water leak on a 12 inch water main line on the east side of Lake Ridge Parkway at High Hawk Blvd./S. Great Southwest Parkway in the amount of \$383,610, plus a 5% contingency of \$19,181, for a total of \$402,791
- Attachments:** [CC 20 -10128 - Ratification Emergency Water Repair - Lakeridge at GSW Exhii](#)
[CC 20 -10128 - Ratification Emergency Water Repair - Lakeridge at GSW Pay.](#)
[CIP Impact form CC 20 -10128 .xlsx](#)
- 6 [20-10148](#) Price Agreement for mowing and ground maintenance from Gardner's Lawn Care up to \$94,835.00 annually for one year with the option to renew for 4 additional one year periods totaling \$474,175.00 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:** [20123 - Bid Tabulation.pdf](#)
- 7 [20-10109](#) Price Agreement for heavy-duty vehicle and equipment repair from Industrial Power, LLC through the City of Fort Worth, at an estimated annual cost of \$50,000 for one year with the option to renew for one additional one year period totaling \$100,000 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
- 8 [20-10136](#) Price Agreement for Lake Park Operations software from RMS North America in the amount of \$17,687 (\$4,571 one time/implementation cost; \$13,116 Annual Maintenance) for one year with the option to renew for nine additional one year periods totaling \$135,731 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:** [20-10136 - Lake Software Exp Information Form.docx](#)
[20-10136 LAKE SOFTWARE BID TAB.pdf](#)

- 9 [20-10112](#) Price agreement for Self-Contained Breathing Apparatus (SCBA) equipment, parts and maintenance from Municipal Emergency Services, Inc. (up to \$18,000) through an inter-local cooperative agreement with the City of Austin for 1 (one) year with the option to renew for four additional one year periods totaling \$90,000 and authorize the City Manager to execute up to four renewals with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
Attachments: [20-10112 SCBA Annual Contract](#)
- 10 [20-10135](#) Price agreement for highway safety and traffic control products from Centerline Supply, LTD through a national inter-local agreement with BuyBoard at an estimated annual cost of \$200,000 for one year with the option to renew for two additional one-year periods totaling \$600,000 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.
- 11 [20-10130](#) Price agreement with Applied Concepts, for the purchase of 23 police vehicle speed detection radar systems, in the amount of \$52,152.50, through an Interlocal agreement price agreement with H-GAC
Attachments: [Expenditure Information Form - Radar Purchase.docx](#)
[Radar Quote.pdf](#)
- 12 [20-10079](#) Price agreement for education and promotional products from You Name It Specialties through a national inter-local agreement with BuyBoard at an estimated annual cost of \$60,000 for one year with the option to renew for two additional one-year periods totaling \$180,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
Attachments: [YNIS PBHL.doc](#)
[YNIS WINS.doc](#)
- 13 [20-10147](#) Price Agreement for emergency vehicle equipment installation from Dana Safety, at an estimated annual cost of up to \$300,000 for one year with two additional one-year renewals, totaling \$900,000 if all extensions are authorized, through a national Interlocal Agreement with BuyBoard
- 14 [20-10105](#) Renew a price agreement for IT Temporary Personnel from K-Force Inc. at an estimated annual amount of \$210,000 for the renewal term through a national interlocal agreement with DIR
Attachments: [K-FORCE INC -IT TEMP PERSONNEL](#)

- 15 [20-9892](#) Final Reconciliation Change Order/Amendment #6 with Excel 4 Construction, LLC in the negative amount of \$173,499.00 for the FY19 Water and Wastewater Improvements
Attachments: [Letter of Recommendation - W.E. Roberts.pdf](#)
[17-6911 WE Roberts.xlsx](#)
- 16 [20-9984](#) Professional design services contract with Komatsu Architecture in the amount of \$70,686 for programming, planning, design, documentation and construction administration services for all scope of work associated with renovations to the existing Water Utility Customer Service office space and previous City Manager office area located in City Hall West.
Attachments: [Expenditure Information Form.doc](#)
- 17 [20-10065](#) Software Agreement and related purchases with Hyland, LLC for the license conversion, upgrade services and annual support of our Perceptive Content (ImageNow) software system, with an estimated cost of \$85,020 (\$40,000 one-time cost; \$45,019.20 annually recurring), for a total of \$265,095.00 over five years through a national interlocal agreement with OMNIA Partners an authorize the City Manager to execute any 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. Renewal periods beyond the five specified can be authorized however will require additional City Council approval
Attachments: [HYLAND LLC BUDGET EXPENDITURE FORM](#)
- 18 [20-10071](#) Hardware support and maintenance renewal for Dell EMC VNX data storage unit, and 2 Dell EMC Isilon data storage units; this Pro Support 4HR/MC is for City Hall and Public Safety Building Data centers from Netsync Network Solution in the amount of \$139,673, through the national interlocal agreements with DIR
Attachments: [NETSYNC VNX RENEWAL PROSUPPORT 4HR-MC HARDWARE SUPPORT](#)
- 19 [20-10134](#) Software Licensing Agreement with TDC Group, Inc., a sole source provider, for Freeance for Cityworks and annual maintenance (\$10,500 annually) for one year with the option for four additional one-year renewal periods totaling \$52,500 if all extensions are authorized and authorize the City Manager to execute any renewal options with aggregate 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: [20-10134 FREEANCE Expenditure Information Form.doc](#)

- 20** [20-10146](#) Purchase and installation of all network infrastructure required for the revised routing of existing City of Grand Prairie, AT&T and Spectrum fiber optic cabling. This work is associated with the initial construction scope of work for the EpicCentral (City Phase) project in which Esplanade Drive will be removed within the project site. Labor will be procured through Gardner Telecommunications, Inc. (GTI) in the amount of \$64,320; ground boxes will be procured through Dynamic Vision Co. in the amount of \$13,078, and conduit will be procured from Graybar Electric Company, Inc. in the amount of \$13,088.10 for an overall project cost of \$90,486.10
Attachments: [Capital Projects Budget Summary.xlsx](#)
- 21** [20-10081](#) Authorization for submission of a grant application to the Texas State Library and Archives Commission for InterLibrary Loans (ILL)
- 22** [20-10088](#) Appointment of Council Member Greg Giessner to the Crime Control and Prevention District Board
- 23** [20-10100](#) Professional Services Contract with Freese & Nichols, Inc. for the engineering design of upgrades to the Dorchester Levee Pump Station in the total amount of \$69,700
Attachments: [Dorchester Levee Emergency Generator.pdf](#)
[Expenditure Information Form.doc](#)
- 24** [20-10087](#) Change Order/Amendment No. 7 for PlayGrand Adventures Phase 1 with Hill & Wilkinson., in the amount of \$81,557.35 for multiple items including irrigation power relocation, concrete, earthwork, landscape and irrigation additions and an allowance for haul off of spoils due to compliance with Oncor Electric easement requirements as related to the parking expansion
Attachments: [CO #7 Hill & Wilkinson - PGA .xlsx](#)
- 25** [20-10111](#) Change order/Amendment No 2 with Kraftsman Commercial Playgrounds in the amount of \$42,500 for splash pad play components and an additional shade structure at the Splash Factory
Attachments: [20-10111 - CO #2 Kraftsman Playground Splash Factory Improvements.xlsx](#)
- 26** [20-10119](#) Change Order/Amendment No. 4 in the net amount of \$7,827 with Axis Contracting, Inc. for Intersection Improvements at three locations
Attachments: [620.70.xlsx](#)
- 27** [20-10118](#) Change Order/Amendment No. 15 in the net negative amount of \$154,839.02 with Tiseo Paving Company for Great Southwest Parkway Improvements
Attachments: [617.101.xlsx](#)
[617.117.xlsx](#)
[618.61.xlsx](#)
[616.57](#)

- 28** [20-10142](#) Change Order/Amendment #1 to the Professional Engineering Services contract with Freese and Nichols, Inc. for the Robinson Road Pump Station and Elevated Storage Tank in the amount of \$84,400
Attachments: [20-10142 Robinson Est.xlsx](#)
- 29** [20-10113](#) Grant License for Liberty Fluid Power, Inc. to allow parking space on City right-of-way on Northeast 31st Street and 3100 East Main Street for \$500 for a ten-year term
Attachments: [EXHIBIT A RIGHT OF WAY PLAN.pdf](#)
[EXHIBIT B AERIAL 3100 EAST MAIN STREET.pdf](#)
- 30** [20-10114](#) Grant license for BABOL, INC., a Texas corporation, to allow for continued parking on City right-of-way at 2310, 2314, 2316 and 2318 Poulin Avenue for license fee of \$500 for a 29-year term
Attachments: [EXHIBIT A APPROVED SITE PLAN POULIN.pdf](#)
[EXHIBIT B AERIAL OF PARKING POULIN.pdf](#)
- 31** [20-10123](#) Grant License for Juan C. Leal and Victorina O. Leal to allow for construction of a breezeway roof over a platted drainage and utility easement at 1112 Lake Vista Court for license fee of \$500 for a 10-year term
Attachments: [EXHIBIT A SITE PLAN.pdf](#)
[EXHIBIT B AERIAL 1112 LAKE VISTA COURT.pdf](#)
- 32** [20-10122](#) Authorize the City Manager to accept a Routine Airport Maintenance Program (RAMP) Grant from Texas Department of Transportation - Aviation Division (TxDOT-Aviation) which provides matching funds of 50% of City expenditures for airport maintenance up to \$50,000
- 33** [20-10139](#) Construction Manager at Risk (CMAR) Contract with Hill & Wilkinson General Contractors (H&W) in the amount of **\$6,878,130** for the initial phase of construction work associated with the EpicCentral (City Phase) project; 5% owner-controlled contingency in the amount of **\$343,907**; budget allowance of \$500,000 for Oncor infrastructure and equipment; \$250,000 allowance for owner construction testing; \$225,000 allowance for Atmos infrastructure and equipment requirements; \$100,000 allowance for signage and site furnishings; \$75,000 allowance for security provisions; \$50,000 allowance for IT/data installation for a total funding request in the amount of **\$8,422,037**.
- 34** [20-10145](#) Agreement with the Home Depot for the Public Safety Building's outstanding drain line repairs, in the amount not to exceed \$146,400 through a national interlocal with U.S. Communities
Attachments: [Capital Projects Budget Summary - Home Depot](#)
[Expenditure Information Form - Home Depot](#)

- 35 [20-9920](#) Ordinance amending the FY 2019/2020 Capital Improvements Projects Budget for Pavement Sidewalk Repairs in the amount of \$300,000
Attachments: [20-9920 CPB Summary Sidewalk Repairs.xlsx](#)
- 36 [20-10120](#) Ordinance amending the Police Department's authorized positions in each classification for Fiscal Year 2020.
- 37 [20-10127](#) Ordinance amending the FY 2019/2020 Parks Capital Improvements Project Fund by \$301,716 for plan review and inspection of the Northwest Trail Connection Regional Veloweb grant (CentrePort Trail Phase II)
Attachments: [20-10106 15019020.xlsx](#)
- 38 [20-10106](#) Resolution authorizing the City Manager to enter into an Advance Funding Agreement (AFA) with TXDOT for CentrePort Phase II Veloweb Trail from the termination of the Fort Worth Trail near CentrePort to Mike Lewis Park near Roy Orr Blvd
Attachments: [20-10106 15019020.xlsx](#)
[20-10106 Draft AFA 0902-90-163 to City_AFA LongGen.pdf](#)
- 39 [20-10138](#) Resolution authorizing ratification of the application for the BJA FY 20 Coronavirus Emergency Supplemental Funding (CESF) Program Grant of approximately \$125,000; and if awarded, authorize the City Manager to accept the grant by signing the Award Agreement and other grant related documents from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA)
- 40 [20-10132](#) Resolution ratifying and 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 mowing and litter collection along TxDOT rights-of-way in Tarrant County.
Attachments: [0841 A1 - Municipal Maintenance Agreement - Ft Worth - Amendment.pdf](#)
- 41 [20-10131](#) Resolution ratifying and 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 mowing and litter collection along TxDOT rights-of-way in Dallas County
Attachments: [0840 A1 - Municipal Maintenance Agreement - Dallas County - Amendment.pdf](#)
- 42 [20-10144](#) Resolution authorizing the City Manager to enter into a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) for the installation of Dynamic Message Signs (DMS) and Closed-Circuit CCTV cameras along IH30 from MacArthur Boulevard to SH161.
Attachments: [Capital Projects Budget Summary.xlsx](#)

Public Hearing Consent Agenda

- 43** [20-10072](#) SU200604/S200604 - Specific Use Permit/Site Plan - Texas Trust Credit Union (Commissioner Hedin/City Council District 2). Specific Use Permit and Site Plan for Texas Trust Credit Union, a 4,280 sq. ft. building with three drive-through lanes. Lot 1R2, Block 1, Khol's Grand Prairie Addition, City of Grand Prairie, Dallas County, Texas, zoned PD-21, within the IH-20 Corridor Overlay District, and addressed as 5850 W IH-20. The agent is Oculus Inc., the applicant is Amy Scherer, L. Keeley Construction, and the owner is Alan Barbee, Texas Trust Credit Union. (On June 22, 2020, the Planning and Zoning Commission tabled this case by a vote of 8-0).

- 44** [20-10077](#) S200603 - Site Plan - Hunter Ferrell Logistics Park (City Council District 1). Site Plan for Hunter Ferrell Logistics Park, a development with two warehouse buildings totaling 550,518 sq. ft. on 33.44 acres. Tracts 14.2 and 27, Isreal Jennings Survey, Abstract No. 679, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial, and addressed as 2400 and 2701 W Hunter Ferrell Rd. The applicant is B. Cooper, CHI/Acquisitions, L.P., the owner is Hunter Ferrell Land, L.P., and Pete Lindamood. (On June 22, 2020, the Planning and Zoning Commission tabled this case by a vote of 7-0)

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

[Exhibit B - Site Plan for Building A.pdf](#)

[Exhibit C - Site Plan for Building B.pdf](#)

[Exhibit D - Building Elevations for Building A.pdf](#)

[Exhibit E - Building Elevations for Building B.pdf](#)

[Exhibit F - Landscape Plan for Building A.pdf](#)

[Exhibit G - Landscape Plan for Building B.pdf](#)

- 45** [20-9994](#) S200203 - Site Plan - Molto Warehouses at Hwy 161 and Rock Island Rd (City Council District 1). Site Plan for a 205,000 SF warehouse & a 250,000 SF warehouse on one lot. 42.78 acres out of the John C. Read Survey, Abstract 1183, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial (LI) District, within the SH-161 Corridor Overlay District, generally located southeast of SH 161 Service Road and W. Hardrock Road, and addressed as 3545 Hardrock Road, Grand Prairie, Texas. The applicant is Drew Hayes, Method Architecture, the consultant is Anna Medvedeva, Langan Engineering, and the owner is Chad Parrish, Molto Properties. (On June 22, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Attachments: [S200203 Exhibit A-Location Map](#)

[S200203 Exhibit B-Site Plan](#)

[S200203 Exhibit C-Landscape Plan](#)

[S200203 Exhibit D Bldg A Elev](#)

[S200203 Exhibit D Bldg B Elev](#)

[S200203 Exhibit E Tree Preservation](#)

[PZ Draft Minutes 06-22-2020.pdf](#)

Public Hearing on Zoning Applications

- 46** [20-10078](#) SU200603 - Specific Use Permit - Camp Wisdom Plaza (City Council District 4). Specific Use Permit for Beer/Wine Sales in a proposed Convenience Store with Gasoline Sales. A portion of Tracts 2C05 and 2C05A, John W Harwood Survey, Abstract No. 661, City of Grand Prairie, Tarrant County, Texas, zoned PD-130, and generally located at the northwest corner of W Camp Wisdom Rd and Lynn Rd. The applicant is Houshang Jahuani, Jahani Consulting Engineers Inc., and the owner is Anil Pathak. (On June 22, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 6-1).

Attachments: [Exhibit A - Property Boundary Description.pdf](#)
[Exhibit B - Site Plan.pdf](#)
[Attachment i - Written Opposition.pdf](#)
[PZ Draft Minutes 06-22-2020.pdf](#)

Items for Individual Consideration

- 47** [20-10101](#) AV200701 - Alcohol Variance - Blaze Fast Fire'd Pizza (City Council District 2). Alcohol Variance request by Warren Cohen, for alcohol sales within 300 feet of Moore Elementary School, located at 3148 S Hwy 161, Suite 400. Legally described as Lot 1R, Block A, Epic West Towne Crossing Ph 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364.

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

- 48** [20-10108](#) Board and Commission Appointments

Attachments: [Nomination Sheet 2020 Master](#)

Citizen Comments

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

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 July 10, 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.



Legislation Details (With Text)

File #: 20-10125 **Version:** 1 **Name:** COVID Update
Type: Presentation **Status:** Staff Presentations
File created: 6/30/2020 **In control:** City Secretary
On agenda: 7/14/2020 **Final action:**
Title: COVID Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer
Sponsors:
Indexes:
Code sections:
Attachments:

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

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



Legislation Details (With Text)

File #: 20-10068 **Version:** 1 **Name:** Police Strategies Briefing
Type: Presentation **Status:** Staff Presentations
File created: 6/9/2020 **In control:** City Secretary
On agenda: 7/14/2020 **Final action:**
Title: Grand Prairie Police Strategies - Presented by Daniel Scesney, Police Chief
Sponsors:
Indexes:
Code sections:
Attachments:

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

Title
Grand Prairie Police Strategies - Presented by Daniel Scesney, Police Chief



Legislation Details (With Text)

File #: 20-10137 **Version:** 1 **Name:** June 16, 2020 Minutes
Type: Minutes **Status:** Consent Agenda
File created: 7/1/2020 **In control:** City Secretary
On agenda: 7/14/2020 **Final action:**
Title: Minutes of the June 16, 2020 Council Meeting
Sponsors:
Indexes:
Code sections:
Attachments: [06-16-2020 Council Minutes](#)

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

From
Cathy DiMaggio

Title
Minutes of the June 16, 2020 Council Meeting

Presenter
Cathy DiMaggio, City Secretary

Recommended Action
Approve

Analysis
Minutes are attached.



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Minutes - Final

City Council

Tuesday, June 16, 2020

5:00 PM

City Hall - Council Chambers
300 W. Main Street

Call to Order

Mayor Jensen called the meeting to order at 5:00 p.m.

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

Staff Presentations

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

Steve Dye, Deputy City Manager, Chief Operating Officer, stated that COVID positive cases were increasing. Most of the new reported cases were people 30 and under. There was also a record number of corona virus patients in Texas hospitals. Positive rates for testing in Grand Prairie was at 8% last week. Testing contracts changed to decrease home testing from three days to one day; drive-through testing was increased by one day. Mr. Dye went over small business assistance programs from both Dallas and Tarrant Counties. Mr. Dye said that in addition to small business assistance, Grand Prairie United Charities will be administering an assistance program for rent, mortgage and utilities for Grand Prairie citizens.

Presented

Agenda Review

Mayor Pro Tem Clemson stated that the Finance and Government Committee had met earlier today and reviewed 8 items on the Consent Agenda. She said that Item #5 on the Consent Agenda (Ratify and approve three COVID-19 testing agreements with TopCare Medical Group Inc. DBA Clinicas Mi Doctor for Drive Through Testing, At Home Testing, Rapid and Nursing Home Testing with a cumulative first term amount not to exceed \$290,000.00; authorize the City Manager to execute up to two four-week renewal options in the estimated cumulative amount of \$870,000) would require an amendment to change the estimated cumulative amount to \$1,026,000.

Council Member Humphreys asked for clarification on Item #10 (Ratification of an Amendment #1 to Amended and Restated Development Agreement with CHECO Purchase Company, LLC for Amended Timelines and Responsibilities Related to Development of a Hotel and Convention Center Project in EpicCentral). City Manager Tom Hart stated that Concord had requested an extension because of COVID).

Mr. Hart referred to Items 17 (Resolution authorizing a Thirty Year Tenant Ground Lease with Option to Renew for two Ten Year Terms with CNP Operating, LLC [or related assignee], for the Construction and Operation of a Restaurant at EpicCentral for \$40,001 annual rent) and 18, (Resolution authorizing an Economic Development Agreement and Ten Year Tenant Lease with Option to Renew for three Five Year Terms with Milkshake, LLC (or related assignee), for the Operation of Three Restaurants at EpicCentral for \$25 rent per square foot for years 1-5 and incrementally increasing up to \$35 per square foot for years 21-25 and 20% of Net Operating Income). He said the CEO's had requested more time for the press release and staff had worked out issues on a phone call yesterday.

Mr. Hart referred to Item # 19 (Resolution of the City Council of the City of Grand Prairie, Texas directing the Chief Financial Officer to calculate the City's Property Tax Rate in accordance with State Law Provisions). He said Council has the option to approve over 3.5%, possibly to 5% or 5.5%. He said sales tax would eventually come back but it could not be determined how much. He added that Municipal Court revenues are down and they may stay down from now on because of a downward trend in enforcement. Another issue is the Comptroller's change in situs of sales tax. He said in future years, staff would present a 3.5% budget and would try to further increase the homestead exemption.

Executive Session

Mayor Jensen convened a closed session at 5:46 p.m. pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss Section 551.072 "Deliberation Regarding Real Property" and Section 551.087 "Deliberations Regarding Economic Development Negotiations." Mayor Jensen adjourned the closed session at 6:20 p.m.

Recess Meeting

Mayor Jensen recessed the meeting at 6:20 p.m.

6:30 PM Council Chambers

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

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

- 2 Administer the Oath of Office to Unopposed Candidates in the May 2, 2020 Election (Jorja Clemson, Council Member, District One; Mike Del Bosque, Council Member, District Three; and Jeff Copeland, Council Member, Place 7 at large)

Megan Mahan, City Attorney, administered the Oath of Office to Jorja Clemson, Jeff Copeland and Mike Del Bosque who were unopposed and declared elected in May 2020.

- 3 Resolution for Community Diversity, Inclusion, Justice and Equality

Mayor Pro Tem Clemson read a resolution promoting justice and equality in the city. Mr. Dye referred to calls for defunding police departments and remarked that in 2011 the city reallocated funds to community policing. Police Chief Daniel Scesney said he had been hearing concerns from citizens related to proactive measures that the police department had been taking for years. He said he was working to introduce officers to citizens as people, not just police officers.

Mayor Pro Tem Clemson moved, seconded by Deputy Mayor Pro Tem Swafford, to adopt the resolution. The motion carried unanimously.

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

Enactment No: RES 5090-2020

Consent Agenda

Mayor Pro Tem Clemson moved, seconded by Deputy Mayor Pro Tem Swafford to approve Items 4 through 20 on the Consent Agenda with an amendment in the estimated expenditure to Item 5 to \$1,026,000. The motion carried unanimously.

- 4 Minutes of the June 2, 2020 Council Meeting

Approved on the Consent Agenda

- 5 Ratify and approve three COVID-19 testing agreements with TopCare Medical Group Inc. DBA Clinicas Mi Doctor for Drive Through Testing, At Home Testing, Rapid and Nursing Home Testing with a cumulative first term amount not to exceed \$290,000.00; authorize the City Manager to execute up to two four-week renewal options in the estimated cumulative amount of \$870,000.00 if determined necessary

Approved on the Consent Agenda

- 6 Price Agreement for EMS Billing & HIPAA Compliance Audit & Consulting Services from Page, Wolfberg & Wirth LLC (up to \$27,500 annually) for one year with the option to renew for 4 additional one year periods totaling \$137,500 if all extensions are exercised and authorize the City Manager to execute the renewal

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

Approved on the Consent Agenda

- 7 Award bid for the completion of one residential reconstruction project as part of the HOME Reconstruct Program to Johnson Construction Services in the amount of \$120,365

Approved on the Consent Agenda

- 8 Developer Participation Agreement with Alluvium Development, Inc. for Upsizing of Roadway Improvements for Grandway Blvd. for a not to exceed amount of \$442,000

Terrance Jobe, Alluvium Development, submitted a speaker card in support of this item.

Approved on the Consent Agenda

- 9 Compromise, Settlement and Release Agreement with HKS Architects regarding Epic Waters and The Epic

Approved on the Consent Agenda

- 10 Ratification of an Amendment #1 to Amended and Restated Development Agreement with CHECO Purchase Company, LLC for Amended Timelines and Responsibilities Related to Development of a Hotel and Convention Center Project in EpicCentral

Approved on the Consent Agenda

- 11 Sale of 1413 Avenue B, Lake Crest No. 1 Addition to the highest bidder and declare lot surplus

Approved on the Consent Agenda

- 12 Agreement for Short-Term Rental Compliance, Monitoring, and Associated Services from Host Compliance, LLC (\$23,048.86 annually) through a Master Interlocal Agreement with the City of Arlington for one year with the option to renew for four additional one-year periods totaling \$115,244. 30 if all extensions are authorized

Approved on the Consent Agenda

- 13 Application and Letter of Agreement for construction services in the amount of \$61,400 with AT&T Texas for the relocation of all communication cabling necessary for the start of the EpicCentral construction project

Approved on the Consent Agenda

- 14** Contract with Grand Prairie United Charities for COVID Emergency Assistance Program Third Party Administration and Funding Allocation in an amount not to exceed \$500,000
- Approved on the Consent Agenda**
- 15** Ordinance authorizing the abandonment of an unneeded portion of the street right-of-way containing 933 square feet on Seeton Road to the abutting property owner Scanio Falls Lot Venture, Ltd, for a \$500 application fee and \$500 sales price
- Adopted**
- Enactment No: ORD 10858-2020
- 16** Ordinance Amending Ordinance No. 10846-2020 to Locally Adopt Governor's Executive Order GA-26
- Adopted**
- Enactment No: ORD 10859-2020
- 17** Resolution authorizing a Thirty-Year Tenant Ground Lease with Option to Renew for two Ten-Year Terms with CNP Operating, LLC (or related assignee), for the Construction and Operation of a Restaurant at EpicCentral for \$40,001 annual rent
- Adopted**
- Enactment No: RES 5091-2020
- 18** Resolution authorizing an Economic Development Agreement and Ten-Year Tenant Lease with Option to Renew for three Five-Year Terms with Milkshake, LLC (or related assignee), for the Operation of Three Restaurants at EpicCentral for \$25 rent per square foot for years 1-5 and incrementally increasing up to \$35 per square foot for years 21-25 and 20% of Net Operating Income
- Adopted**
- Enactment No: RES 5092-2020
- 19** Resolution of the City Council of the City of Grand Prairie, Texas directing the Chief Financial Officer to calculate the City's Property Tax Rate in accordance with State Law Provisions
- Adopted**
- Enactment No: RES 5093-2020
- 20** Resolution amending Resolution 5084-2020 in support of the United States Department of Commerce Economic Development Administration Grant Application for the Main Street Jefferson Roundabout in the amount of

\$4,275,612.47

Adopted

Enactment No: RES 5094-2020

Public Hearing on Zoning Applications

21

SU200602/S200602 - Specific Use Permit/Site Plan - 360 Car Spa (City Council District 1). Specific Use Permit for a Car Wash within a Commercial zoning district. Lot 7, Block 100, Dalworth Park Addition, City of Grand Prairie, Dallas County, Texas, zoned C, within Central Business District No. 1, and addressed as 2125 Galveston St. The agent is Andres Barragan, the applicant is Jose Artega, and the owner is Triple B A/C Services. (On June 8, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 9-0).

Savannah Ware, Chief City Planner, reviewed Case SU200602/S200602, for a car wash in a Commercial Zoning District. The car wash would be by hand inside the building. There will be six parking spaces with a designated drop-off space. Ms. Ware went over staff's recommendations:

- 1. Using City right-of-way for the parking or queuing of vehicles is prohibited.*
- 2. The front parking space shall be designated for customer car drop-off. An employee shall immediately move the car to the rear of the site so that this space is available for the next customer.*
- 3. Operations must comply with the City of Grand Prairie's Auto Related Businesses ordinance.*
- 4. Operations must comply with Environmental Services standards for commercial washing businesses, including installation of a grit trap.*
- 5. The applicant shall paint arrows on the drive to indicate that it is one-way and install signage on the rear of the building to prevent drivers from driving the wrong way.*
- 6. The applicant must obtain approval from Republic Waste Services for a rollaway garbage container.*
- 7. The applicant shall continue commercial garbage collection service and provide evidence of continued service upon the City's request.*

Andres Barragan, 3639 Canada Drive, Dallas, submitted a speaker card in support of this case.

Mayor Pro Tem Clemson moved, seconded by Council Member Del Bosque, to close the public hearing and approve Case SU200602/S200602 per staff's recommendations. The motion carried unanimously.

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

Enactment No: ORD 10860-2020

Items for Individual Consideration

22

Public hearing and ordinance adopting the PY2020 CDBG and HOME Program

budgets through its five year 2020-2025 Consolidated Plan and One (1) year Action Plan.

Bill Hills, Director of Housing and Neighborhood Services, went over the CDBG and HOME budgets and allocations to city charities and to provide Summit member dues for those in need. He said the HOME budget of \$519,000 would be used to build infill housing.

Adopted

Enactment No: ORD 10861-2020

23

Ordinance Amending the Code of Ordinances, Chapter 24-1.1 "Taxation," to increase the Homestead Exemption percentage and change the minimum amount to the greater of 10% or \$5,000

Mr. Hart said that raising the homestead exemption was a greater savings to homeowners than changing the tax rate. He said a senior exemption of \$45,000 and a freeze of city taxes after 65 had been adopted in previous years.

Council Member Wooldridge moved, seconded by Council Member Copeland, to adopt the ordinance increasing the city's homestead exemption from 7.5% to 10% or \$5,000 whichever is greater. The motion carried unanimously.

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

Enactment No: ORD 10862-2020

Citizen Comments

There were no citizen comments.

Adjournment

Mayor Jensen adjourned the meeting at 7:04 p.m.

The foregoing minutes were approved at the July 14, 2020 Council Meeting.

Catherine E. DiMaggio, City Secretary



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|--|
| File #: | 20-10069 | Version: | 1 | Name: | Ratify and approve previous equipment pushes from Itron, Inc. for AMI System equipment |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 6/10/2020 | In control: | | In control: | Engineering |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Ratify and approve previous equipment purchase from Itron, Inc. in the amount of \$176,359.06 to Itron, Inc., a sole source provider, for the purchase of AMI modules and meter reading equipment | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | WO 620.99.pdf 361010-68280.pdf | | | | |

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

From

Anda Upchurch

Title

Ratify and approve previous equipment purchase from Itron, Inc. in the amount of \$176,359.06 to Itron, Inc., a sole source provider, for the purchase of AMI modules and meter reading equipment

Presenter

Gabriel Johnson, Director of Public Works

Recommended Action

Approve

Analysis

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

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

The final equipment order placed under this contract exceeded the approved contract amount by \$176,359.06. At this time, staff is requesting ratification and approval for the final equipment order placed under contract 14104, and approval for ongoing maintenance costs as well as a price agreement for sole source equipment purchases thru September 30, 2020.

Chapter 271.022 of the Local Government Code authorizes local governments to exempt competitive sealed

bids/proposals when the required items or services are only available from a single source.

| <u>Contract #14104</u> | <u>Contract Value</u> |
|------------------------------|-----------------------------------|
| Approved Contract Amount | \$14,324,550.22 |
| Previously spent | \$14,250,909.28 |
| Amount remaining on contract | \$73,640.94 |
| <u>Final order amount</u> | <u>\$250,000.00</u> |
| <u>Difference:</u> | <u>\$176,359.06*ratify</u> |

A new contract #20040 with Itron, Inc. is currently being finalized thru purchasing for the future years parts and maintenance. It will be presented to Council for approval at a later agenda.

Financial Consideration

Funds for equipment orders through September 30, 2020 are available in the Water Capital Projects Fund (500592) WO #02009903 (FY20 AMI Meter Maintenance) and FY 2019/2020 Water Wastewater Fund, Water Meters (361010-68280), and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

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

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

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: __Water Wastewater Fund_____

AGENCY: __Revenue Management____REVN_____

ACCOUNTING UNIT: __361010_____

AVAILABLE: __68280, Water Meters, \$311,160_____

 Account Code, Description, and amount available

STAFF CONTACT: __Cora Snyder_____

VENDOR NUMBER: __1903_____

VENDOR NAME: __ITRON, INC._____

CONTINGENCY: __n/a_____



Legislation Details (With Text)

File #: 20-10128 **Version:** 1 **Name:** Emergency Repair - Lakeridge at S. GSW
Type: Agenda Item **Status:** Consent Agenda
File created: 6/30/2020 **In control:** Public Works
On agenda: 7/14/2020 **Final action:**
Title: Ratification of an emergency purchase to North Texas Contracting, Inc. for the repair of a water leak on a 12 inch water main line on the east side of Lake Ridge Parkway at High Hawk Blvd./S. Great Southwest Parkway in the amount of \$383,610, plus a 5% contingency of \$19,181, for a total of \$402,791

Sponsors:

Indexes:

Code sections:

Attachments: [CC 20 -10128 - Ratification Emergency Water Repair - Lakeridge at GSW Exhibit.docx.pdf](#)
[CC 20 -10128 - Ratification Emergency Water Repair - Lakeridge at GSW Pay App.docx.pdf](#)
[CIP Impact form CC 20 -10128 .pdf](#)

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

From

Carmen Ard

Title

Ratification of an emergency purchase to North Texas Contracting, Inc. for the repair of a water leak on a 12 inch water main line on the east side of Lake Ridge Parkway at High Hawk Blvd./S. Great Southwest Parkway in the amount of \$383,610, plus a 5% contingency of \$19,181, for a total of \$402,791

Presenter

Gabe Johnson, Director of Public Works

Recommended Action

Approve

Analysis

On December 12, 2019, we discovered a water leak on the 12"water line located on the east side of Lakeridge Parkway at High Hawk Blvd/S. Great Southwest Parkway. Once the contractor identified the failed section of 12" water main it was determined, several issues led to the precipitous deterioration of the pressure reinforced concrete cylinder pipe (RCCP). The repair included removing and installing a new 12" water main line from the east side of Lakeridge Parkway to the west side by the contractor. We do not have the in-house capability to perform such a reparation.

The leak affected water service to such a large area an immediate response was critical, and therefore essential to restore the connection as soon as possible.

Local government code 252 allows for an exemption from the bid process for procurement necessary because

of unforeseen damage to public machinery, equipment, or other property. Due to critical nature of emergency, we requested and were approved to waive the normal bidding procedures and awarded contract to North Texas Contracting, Inc. in the total amount of \$402,791.

Financial Consideration

Funding for the emergency purchase for repair of the 30” water main on Lakeridge Parkway at High Hawk Blvd/S. Great Southwest Parkway from North Texas Contracting, Inc. in the amount of \$402,791 is available in the Water Capital Projects Fund (500592) WO #02009303 (FY20 Water Main Replacements)



BARNSCO, INC
Barnsco (Dallas)
2609 Willowbrook Rd.
Dallas, TX 75220

INVOICE

| | |
|---------------|------------------|
| Invoice # | 9055 |
| Account # | 1705 |
| Ship Point | Barnsco (Dallas) |
| Terms | Net 30 Days |
| Shipped Date | 03/03/20 |
| Invoiced Date | 03/03/20 |
| Due Date | 04/02/20 |

BILL TO:

SHIP TO:

NORTH TEXAS CONTRACTING
4999 KELLER HASLETT RD
KELLER TX 76248

2007 - LAKE RIDGE PKWAY
GRAND PRAIRIE TEXAS

| <i>Taken By</i> | Cedric Castillo | <i>Sales Type</i> | CPU Pickup | <i>Sales Out</i> | Dustin Sessums | <i>Placed By</i> | ANDREW | <i>Customer PO</i> | 2007 |
|---|--|-------------------|-------------------|------------------|-----------------------|------------------|---------------|--------------------|---------------|
| <i>Special Instructions</i> | | | | | | | | | |
| Ln # | Product and Description | Quantity Ordered | Quantity B.O. | Quantity Shipped | Qty. UM | Unit Price | Price UM | Restock Fee | Amount (Net) |
| 1 | GRT3080 GROUT MULTI-PURPOSE CG-86 50#/BG 60/PLT | 25 | 0 | 25 | EA | 11.90 | EA | 0.00 | 297.50 |
| Total | | | | | | | | | 297.50 |
| Restock Fee | | | | | | | | | 0.00 |
| Taxes | | | | | | | | | 24.55 |
| Invoice Total | | | | | | | | | 322.05 |
| <div><i>Thank you for your business!</i></div> | | | | | | | | | |
| Remit to: BARNSCO, INC P.O. Box 541087 Dallas, TX 75354-1087 | | | | | | | | | |
| Cash Discount 0.00 If Paid By 03/03/20 www.barnsco.com (214) 352-9091 | | | | | | | | | |



BARNSCO, INC
Barnsco (Dallas)
2609 Willowbrook Rd.
Dallas, TX 75220

INVOICE

| | |
|---------------|------------------|
| Invoice # | 9108 |
| Account # | 1705 |
| Ship Point | Barnsco (Dallas) |
| Terms | Net 30 Days |
| Shipped Date | 03/03/20 |
| Invoiced Date | 03/03/20 |
| Due Date | 04/02/20 |

BILL TO:

SHIP TO:

NORTH TEXAS CONTRACTING
4999 KELLER HASLETT RD
KELLER TX 76248

2007 - LAKE RIDGE PKWAY
GRAND PRAIRIE TEXAS

| | | | | | | | | | |
|---|--|------------------|---------------|------------------|----------------|------------|----------|-------------|--------------|
| Taken By | Cedric Castillo | Sales Type | CPU Pickup | Sales Out | Dustin Sessums | Placed By | ANDREW | Customer PO | 2007 |
| Special Instructions | | | | | | | | | |
| Ln # | Product and Description | Quantity Ordered | Quantity B.O. | Quantity Shipped | Qty. UM | Unit Price | Price UM | Restock Fee | Amount (Net) |
| 1 | GRT3080 GROUT MULTI-PURPOSE CG-86 50#/BG 60/PLT | 25 | 0 | 25 | EA | 11.90 | EA | 0.00 | 297.50 |
| Total | | | | | | | | | 297.50 |
| Restock Fee | | | | | | | | | 0.00 |
| Taxes | | | | | | | | | 24.55 |
| Invoice Total | | | | | | | | | 322.05 |
| Thank you for your business! | | | | | | | | | |
| Remit to: BARNSCO, INC P.O. Box 541087 Dallas, TX 75354-1087 | | | | | | | | | |
| Cash Discount 0.00 If Paid By 03/03/20 www.barnsco.com (214) 352-9091 | | | | | | | | | |



BARNSCO, INC
Barnsco (Dallas)
2609 Willowbrook Rd.
Dallas, TX 75220

INVOICE

| | |
|--------------|------------------|
| Invoice # | 16561 |
| Account # | 1705 |
| Ship Point | Barnsco (Dallas) |
| Terms | Net 30 Days |
| Shipped Date | 04/10/20 |
| Inviced Date | 04/13/20 |
| Due Date | 05/13/20 |

BILL TO:

SHIP TO:

NORTH TEXAS CONTRACTING
4999 KELLER HASLETT RD
KELLER TX 76248

2007 - LAKE RIDGE PKWAY
GRAND PRAIRIE TEXAS

| Taken By | Cedric Castillo | Sales Type | Delivered | Sales Out | Audrey McClanahan | Placed By | SHAWN CRAWFORD | Customer PO | 2007 |
|---|--|------------------|---------------|------------------|-------------------|------------|----------------|-------------|--------------|
| Special Instructions | | | | | | | | | |
| Ln # | Product and Description | Quantity Ordered | Quantity B.O. | Quantity Shipped | Qty. UM | Unit Price | Price UM | Restock Fee | Amount (Net) |
| 1 | FAB2146 EROSION CONTROL LOG 9" X 25' 15/PLT | 5 | 0 | 5 | RL | 32.30 | RL | 0.00 | 161.50 |
| 2 | WST1032 WOOD STAKES 2 X 2 X 18 25/BDL | 25 | 0 | 25 | EA | 0.40 | EA | 0.00 | 10.00 |
| Total | | | | | | | | | 171.50 |
| Restock Fee | | | | | | | | | 0.00 |
| Taxes | | | | | | | | | 14.16 |
| Invoice Total | | | | | | | | | 185.66 |
| Thank you for your business! | | | | | | | | | |
| Remit to: BARNSCO, INC P.O. Box 541087 Dallas, TX 75354-1087 | | | | | | | | | |
| Cash Discount 0.00 If Paid By 04/13/20 www.barnsco.com (214) 352-9091 | | | | | | | | | |



BARNSCO, INC
Barnsco (Dallas)
2609 Willowbrook Rd.
Dallas, TX 75220

INVOICE

| | |
|---------------|------------------|
| Invoice # | 17615 |
| Account # | 1705 |
| Ship Point | Barnsco (Dallas) |
| Terms | Net 30 Days |
| Shipped Date | 04/16/20 |
| Invoiced Date | 04/16/20 |
| Due Date | 05/16/20 |

BILL TO:

SHIP TO:

NORTH TEXAS CONTRACTING
4999 KELLER HASLETT RD
KELLER TX 76248

2007 - LAKE RIDGE PKWAY
GRAND PRAIRIE TEXAS

| | | | | | | | | | |
|---|---|------------------|---------------|------------------|-------------------|------------|---------------|-------------|--------------|
| Taken By | Mark Escobedo | Sales Type | CPU Pickup | Sales Out | Audrey McClanahan | Placed By | IVAN ALVARADO | Customer PO | 2007 |
| Special Instructions | | | | | | | | | |
| Ln # | Product and Description | Quantity Ordered | Quantity B.O. | Quantity Shipped | Qty. UM | Unit Price | Price UM | Restock Fee | Amount (Net) |
| 1 | GRT3118 PIPE PATCH ALL CRETE 50#/BG 54/PLT | 5 | 0 | 5 | EA | 15.24 | EA | 0.00 | 76.20 |
| Total | | | | | | | | | 76.20 |
| Restock Fee | | | | | | | | | 0.00 |
| Taxes | | | | | | | | | 6.28 |
| Invoice Total | | | | | | | | | 82.48 |
| Thank you for your business! | | | | | | | | | |
| Remit to: BARNSCO, INC P.O. Box 541087 Dallas, TX 75354-1087 | | | | | | | | | |
| Cash Discount 0.00 If Paid By 04/16/20 www.barnsco.com (214) 352-9091 | | | | | | | | | |



BARNSCO, INC
Barnsco (Dallas)
2609 Willowbrook Rd.
Dallas, TX 75220

INVOICE

| | |
|---------------|------------------|
| Invoice # | 18158 |
| Account # | 1705 |
| Ship Point | Barnsco (Dallas) |
| Terms | Net 30 Days |
| Shipped Date | 04/20/20 |
| Invoiced Date | 04/20/20 |
| Due Date | 05/20/20 |

BILL TO:

SHIP TO:

NORTH TEXAS CONTRACTING
4999 KELLER HASLETT RD
KELLER TX 76248

2007 - LAKE RIDGE PKWAY
GRAND PRAIRIE TEXAS

| Taken By | Dustin Sessums | Sales Type | CPU Pickup | Sales Out | Audrey McClanahan | Placed By | SHAWN CRAWFORD | Customer PO | 2007 |
|--|--|------------------|---------------|------------------|-------------------|------------|----------------|-------------|--------------|
| Special Instructions | | | | | | | | | |
| Ln # | Product and Description | Quantity Ordered | Quantity B.O. | Quantity Shipped | Qty. UM | Unit Price | Price UM | Restock Fee | Amount (Net) |
| 1 | SWB1025 ABRASIVE BLADE 14" X 1/8" MET 20MM NORTON | 10 | 0 | 10 | EA | 11.60 | EA | 0.00 | 116.00 |
| 2 | REB310 #3 REIN. STEEL 10/ 540/BDL 15 PCS 10' | 56 | 0 | 56 | LBS | 43.00 | CWT-U | 0.00 | 24.08 |
| 3 | CHM2218 FUEL PREMIXED 50:1 2-CY RTU 5 GAL 210 GAL PALLET HUSQVARNA 581158703 | 5 | 0 | 5 | GAL | 15.11 | GAL | 0.00 | 75.55 |
| 4 | SWB1020 ABRASIVE BLADE 14" X 1/8" MAS 20MM | 10 | 0 | 10 | EA | 10.33 | EA | 0.00 | 103.30 |
| Total | | | | | | | | | 318.93 |
| Restock Fee | | | | | | | | | 0.00 |
| Taxes | | | | | | | | | 26.31 |
| Invoice Total | | | | | | | | | 345.24 |
| Thank you for your business! | | | | | | | | | |
| Remit to: BARNSCO, INC P.O. Box 541087 Dallas, TX 75354-1087 | | | | | | | | | |
| Cash Discount 0.00 If Paid By 04/20/20 | | | | | www.barnsco.com | | (214) 352-9091 | | |



BARNSCO, INC
Barnsco (Ft Worth)
5000 Blue Mound Rd.
Ft Worth, TX 76106

INVOICE

| | |
|---------------|--------------------|
| Invoice # | 20363 |
| Account # | 1705 |
| Ship Point | Barnsco (Ft Worth) |
| Terms | Net 30 Days |
| Shipped Date | 04/28/20 |
| Invoiced Date | 04/28/20 |
| Due Date | 05/28/20 |

BILL TO:

NORTH TEXAS CONTRACTING
4999 KELLER HASLETT RD
KELLER TX 76248

SHIP TO:

2007 - LAKE RIDGE PKWAY
GRAND PRAIRIE TEXAS

| Taken By | Juan Juarez | Sales Type | CPU Pickup | Sales Out | Audrey McClanahan | Placed By | RICKY | Customer PO | 2007 |
|---|---|------------------|---------------|------------------|-------------------|------------|----------|-------------|--------------|
| Special Instructions | | | | | | | | | |
| Ln # | Product and Description | Quantity Ordered | Quantity B.O. | Quantity Shipped | Qty. UM | Unit Price | Price UM | Restock Fee | Amount (Net) |
| 1 | SWB1060 CARBIDE BLADE DIABLO 7-1/4" TRACKING POINT D0724A | 10 | 0 | 10 | EA | 10.23 | EA | 0.00 | 102.30 |
| 2 | SDS1059 SDS MAX 1/2"X8/13" SPEED-X HC5010 | 1 | 0 | 1 | EA | 25.14 | EA | 0.00 | 25.14 |
| 3 | REB310 #3 REIN. STEEL 10/ 540/BDL 100 PCS | 376 | 0 | 376 | LBS | 46.00 | CWT-U | 0.00 | 172.96 |
| 4 | FIB2088 FIBRE 1/2" X 4" X 10' 100 LF/BND | 30 | 0 | 30 | LFT | 0.35 | LFT | 0.00 | 10.50 |
| 5 | FRM1008 CAP STRIP PLASTIC 1/2" 10' LENGTH. 1000 LF/BX | 110 | 0 | 110 | LFT | 0.21 | LFT | 0.00 | 23.10 |
| 6 | CHR1128 PAVING CHAIR 6" PLS #4 5 6 150/BG | 150 | 0 | 150 | EA | 0.36 | EA | 0.00 | 54.00 |
| 7 | CHR1096 PAVING CHAIR 2 1/4" PLS 500/BG | 500 | 0 | 500 | EA | 0.04 | EA | 0.00 | 20.00 |
| 8 | CUR1004 CITY WHITE CURE 1600 5 GAL 180/PLT | 15 | 0 | 15 | GAL | 5.50 | GAL | 0.00 | 82.50 |
| 9 | RDW440410 PROWOOD 3/4 X 4 X 10 256/BUNDLE | 30 | 0 | 30 | LFT | 0.49 | LFT | 0.00 | 14.70 |
| 10 | DOW1024 DOWEL SMOOTH 1/2" X 24" | 15 | 0 | 15 | EA | 0.95 | EA | 0.00 | 14.25 |
| 11 | DWC1012 DOWEL CAPS PLASTIC 1/2" 1000/BX | 15 | 0 | 15 | EA | 0.15 | EA | 0.00 | 2.25 |
| Total | | | | | | | | | 521.70 |
| Restock Fee | | | | | | | | | 0.00 |
| Taxes | | | | | | | | | 43.05 |
| Invoice Total | | | | | | | | | 564.75 |
| <div>Thank you for your business!</div> | | | | | | | | | |
| Remit to: BARNSCO, INC P.O. Box 541087 Dallas, TX 75354-1087 | | | | | | | | | |
| Cash Discount 0.00 If Paid By 04/28/20 www.barnsco.com (817) 740-2400 | | | | | | | | | |

152 W. Main St.
Azle, Texas 76020

E-mail: bpt817@aol.com

| Date | Invoice # |
|----------|-----------|
| 5/6/2020 | 45888 |

Bill To:
North Texas Contracting
PO Box 468
Keller, TX 76244

| | |
|-----------------------------|-------------------------|
| CSJ/Project # | |
| 2007 Beltline Grand Prairie | |
| P.O. No. | Project Location |
| | 2007 lake Ridge Parkway |

[illegible]

| | |
|-------------------------|-------------------|
| Total | \$1,050.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$1,050.00 |



4 WEEK BILLING INVOICE

179503803-001

BRANCH 48D
6212 ANGLIN DRIVE
FOREST HILL TX 76119
817-510-0490

Job Site
WATER MAIN BREAK
Job 2007
GP Repair @ Lake Ridge Parkway
GRAND PRAIRIE TX 75050
Office: 817-430-9500 Cell: 817-819-0703

Customer # 635191
Invoice Date : 03/12/20
Date Out : 02/29/20 10:00 PM
Billed Through : 03/28/20 00:00
UR Job Loc : LONE STAR PKWY @ BEL
UR Job # 608
Customer Job ID:
P.O. # : 00000-2007
Requested By : PAUL CASTENSON
Approved By : CHRIS HUGHES
Salesperson : KATELYN COOLEY

Invoice Amount: \$435.83

Terms: Due Upon Receipt
Payment options: Contact our credit office 817-262-7017
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

| RENTAL ITEMS: | | Description | Minimum | Day | Week | 4 Week | Amount |
|----------------------------|---------------------------------------|-----------------------------|---------|-----------------|----------|--------|--------|
| Qty | Equipment | | | | | | |
| 1 | 600/2410 | STANDARD PORTABLE RESTROOM | 72.60 | 72.60 | 72.60 | 72.60 | 72.60 |
| 1 | 075/2070 | SERVICE - PORTABLE RESTROOM | | | | | N/C |
| 1 | 075/3000 | SERVICE - 2X WEEKLY | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 |
| Rental Subtotal: | | | | | | | 122.60 |
| SALES/MISCELLANEOUS ITEMS: | | Item | Price | Unit of Measure | Extended | Amt. | |
| Qty | Item | | | | | | |
| 1 | AFTER HOURS DELIVERY | [AFT HRS DEL/MCI] | 250.000 | EACH | | 250.00 | |
| | Saturday evening after hours delivery | | | | | | |
| | call came in at 6:30pm | | | | | | |
| | 4 hour minimum call out | | | | | | |
| 1 | PICKUP CHARGE | | 30.000 | EACH | | 30.00 | |
| Sales/Misc Subtotal: | | | | | | | 280.00 |
| Agreement Subtotal: | | | | | | | 402.60 |
| Tax: | | | | | | | 33.23 |
| Total: | | | | | | | 435.83 |

COMMENTS/NOTES:

CONTACT: ANDREW WALSH
CELL#: 817-819-0703
CALL ANDREW FOR PLACEMENT

Billing period: 28 Days From 2/29/20 10:00 PM Thru 3/28/20 10:00 PM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

You Can Now Access Invoice History and Update Purchase Orders Online

To Sign Up, contact URControlSupport@ur.com



**U.S. SHORING
& EQUIPMENT CO.**

U.S. Shoring & Equipment Co.
110705 Pipeline Rd
Euless, TX 76040-6638

Phone: 817-858-0975

Fax: 817-858-0978

www.ussshoringandequipment.com

Send payment to:

Road Machinery & Supplies Co.

SDS 12-0749

P.O. Box 86

Minneapolis MN 55486-0749

For billing inquiries call: 952-895-7028

Ship to:

JOB 2007-GP REPAIR @ LAKE RIDGE PKWY
GRANDPRAIRIE TX
NORTH TX CONTRACTING 76055

Invoice to:

NORTH TEXAS CONT INC
PO BOX 468
KELLER TX 76244

| | | | | | |
|-------------------------|----------------------------------|--------------------------|-----------|--|--|
| Branch 34 - DALLAS | | | *REPRINT* | | |
| Date 03/23/2020 | Time 19:32:10 (B) | Page 1 | | | |
| Account No. NORTH143 | Phone No. 8174309500 | Invoice No. R5490334 | | | |
| Ship Via USS34 | Customer Purchase Order 42000 | | | | |
| PSR # USS | | | | | |
| | | Salesperson JP1 / JP1 | | | |

RENTAL INVOICE

Description INVOICE #: R5490334 For RENTAL CONTRACT #: 031388 Amount

Billing #: 1 Covering From 03/02/2020 to 03/29/2020

XT XAMS-0808

SAF-08X08

Charge for usage of

1 4WEEK

999.00

Stock #: 051361 Serial #: XTS191046

Date Out: 03/02/2020 12:33

Rates: 111.00/DAY 333.00/WEEK 999.00/4WEEK

MOD PANEL 2X10

Charge for usage of

1 4WEEK

1008.00

Part #: CBAS-2X10

8 PIECES

Date Out: 03/02/2020 12:33

Rates: 14.00/DAY 42.00/WEEK 126.00/4WEEK

CORNER POST 8

Charge for usage of

1 4WEEK

.04

Part #: CLCP-96

4 PIECES

Date Out: 03/02/2020 12:33

Rates: .01/DAY .01/WEEK .01/4WEEK

MODULAR LEG

Charge for usage of

1 4WEEK

.04

Part #: CLCP-LEGS

4 PIECES

Date Out: 03/02/2020 12:33

Rates: .01/DAY .01/WEEK .01/4WEEK

LIFT EYES

Charge for usage of

1 4WEEK

.04

Part #: CLCP-LIFTEYE

4 PIECES

Date Out: 03/02/2020 12:33

Rates: .01/DAY .01/WEEK .01/4WEEK



**U.S. SHORING
& EQUIPMENT CO.**

U.S. Shoring & Equipment Co.
110 US Pipeline Rd
Euless, TX 76040-6638

Phone: 817-858-0975

Fax: 817-858-0976

www.usshoringandequipment.com

Send payment to:

Road Machinery & Supplies Co.

SDS 12-0749

P.O. Box 86

Minneapolis MN 55486-0749

For billing inquiries call: 952-895-7028

Ship to:

JOB 2007-GP REPAIR @ LAKERIDGE PKWY
GRANDPRAIRIE TX
NORTH TX CONTRACTING 76055

Invoice to:

NORTH TEXAS CONT INC
PO BOX 468
KELLER TX 76244

| | | |
|-------------------------|----------------------------------|--------------------------|
| Branch 34 - DALLAS | | |
| Date 03/23/2020 | Time 19:32:10 (B) | Page 2 |
| Account No. NORTH143 | Phone No. 8174309500 | Invoice No. R5490334 |
| Ship Via USS34 | Customer Purchase Order 42000 | |
| PSR # USS | | |
| | | Salesperson JP1 / JP1 |

RENTAL INVOICE

Description INVOICE #: R5490334 For RENTAL CONTRACT #: 031388 Amount

8' BRIDLE/ALUM Charge for usage of 1 4WEEK 45.00
Part #: 3/8-8-4LEG 1 PIECE
Date Out: 03/02/2020 12:33
Rates: 5.00/DAY 15.00/WEEK 45.00/4WEEK

MOD PANEL 2X8 Charge for usage of 1 4WEEK 864.00
Part #: CBAS-2X8 8 PIECES
Date Out: 03/02/2020 12:33
Rates: 12.00/DAY 36.00/WEEK 108.00/4WEEK

MOD PANEL 2X10 Charge for usage of 1 4WEEK 1008.00
Part #: CBAS-2X10 8 PIECES
Date Out: 03/02/2020 12:33
Rates: 14.00/DAY 42.00/WEEK 126.00/4WEEK

Subtotal: 3924.12
4-TEXAS STATE 6.25: 245.25
2394-TX FORT WORTH(TARRAN: 78.48
TOTAL INVOICE: 4247.85

16180 HW

THIS IS 2 8X10X8T BOXES



**U.S. SHORING
& EQUIPMENT CO.**

U.S. Shoring & Equipment Co.

1100 S Pipeline Rd
Euless, TX 76040-6638

Phone: 817-858-0975

Fax: 817-858-0975

www.usshoringandequipment.com

Send payment to:

Heavy Machinery & Supplies Co.

SDS 12-0749

P.O. Box 86

Minneapolis MN 55486-0749

For billing inquiries call: 952-895-7028

Ship to:

Job 2007 - GP Repair @ Lake Ridge Pkwy
GRANDPRAIRIE TX
NORTH TX CONTRACTING 76055

Invoice to:

NORTH TEXAS CONT INC
PO BOX 468
KELLER TX 76244

| | | |
|-----------------------|-------------------------|-------------|
| Branch | | |
| 34 - DALLAS *REPRINT* | | |
| Date | Time | Page |
| 03/19/2020 | 19:31:46 (B) | 1 |
| Account No. | Phone No. | Invoice No. |
| NORTH143 | 8174309500 | R5486334 |
| Ship Via | Customer Purchase Order | |
| USS34 | 2007-42016 | |
| PSR # | | |
| USS | | |
| | | Salesperson |
| | | JP1 / JP1 |

RENTAL INVOICE

Description INVOICE #: R5486334 For RENTAL CONTRACT #: 031454 Amount

Billing #: 1 Covering From 02/29/2020 to 03/27/2020

XT 4M412FB

TS 4M04X12FB Charge for usage of 2 WEEKS 318.00

Stock #: 048804 Serial #: XTS190245

Date Out: 02/29/2020 09:55 Date Returned: 03/12/2020 12:29

Rates: 53.00/DAY 159.00/WEEK 477.00/4WEEK

XT 4M0812FB

TS 4M08X12FB Charge for usage of 2 WEEKS 708.00

Stock #: 050123 Serial #: XTS19826

Date Out: 02/29/2020 09:55 Date Returned: 03/12/2020 12:29

Rates: 118.00/DAY 354.00/WEEK 1062.00/4WEEK

ROAD PLATE 8X12

Charge for usage of 1 4WEEK 504.00

Part #: RP8X12 2 PIECES

Date Out: 02/29/2020 09:55

Rates: 28.00/DAY 84.00/WEEK 252.00/4WEEK

SPREADER 8'

Charge for usage of 1 4WEEK .08

Part #: SPR8 8 PIECES

Date Out: 02/29/2020 09:55 Date Returned: 03/12/2020 12:29

Rates: .01/DAY .01/WEEK .01/4WEEK

10' BRIDLE STEE

Charge for usage of 2 WEEKS 102.00

Part #: 3/4-10-4LEG 1 PIECE

Date Out: 02/29/2020 09:55 Date Returned: 03/12/2020 12:29

Rates: 17.00/DAY 51.00/WEEK 153.00/4WEEK



**U.S. SHORING
& EQUIPMENT CO.**

U.S. Shoring & Equipment Co.
11070 S Pipeline Rd
Euless, TX 76040-6638

Phone: 817-858-0975

Fax: 817-858-0975

www.usshoringandequipment.com

Send payment to:

Road Machinery & Supplies Co.

SDS 12-0749

P.O. Box 86

Minneapolis MN 55486-0749

For billing inquiries call: 952-895-7028

Ship to:

Job 2006 - GP Repair @ Lake Ridge Pkwy
GRANDPRAIRIE TX
NORTH TX CONTRACTING 76055

Invoice to:

NORTH TEXAS CONT INC
PO BOX 468
KELLER TX 76244

| | | |
|-------------------------|-------------------------|---------------------------------------|
| Branch 24 - DALLAS | | |
| Date 03/19/2020 | Time 13:31:35 | Page 2 |
| Account No. NORTH143 | Phone No. 8171209500 | Invoice No. R5486334 |
| Ship Via USS34 | | Customer Purchase Order 2007-42016 |
| PSR # USS | | Salesperson JP1 / JP1 |

RENTAL INVOICE

Description INVOICE #: R5486334 For RENTAL CONTRACT #: 031454 Amount

1" SHACKLE CR Charge for usage of 1 4WEEK .04
Part #: CROSBY-1" SHKLE 4 PIECES
Date Out: 02/29/2020 09:55 Date Returned: 03/12/2020 12:29
Rates: .01/DAY .01/WEEK .01/4WEEK

2X10 SPDR PIN Charge for usage of 1 4WEEK .16
Part #: SPDRPIN2X10 16 PIECES
Date Out: 02/29/2020 09:55 Date Returned: 03/12/2020 12:29
Rates: .01/DAY .01/WEEK .01/4WEEK

STACKING PIN Charge for usage of 1 4WEEK .04
Part #: EUSTPIN 4 PIECES
Date Out: 02/29/2020 09:55 Date Returned: 03/12/2020 12:29
Rates: .01/DAY .01/WEEK .01/4WEEK

ADDITIONAL PARTS

| | | | | |
|-----------------|-----------------|--------|---------------|--------|
| 10' BRIDLE STEE | 3/4-10-4LEG | Qty: 1 | Price: 764.85 | 764.85 |
| 1" SHACKLE CR | CROSBY-1" SHKLE | 4 | 63.63 | 254.52 |

Subtotal: 2651.69

4-TEXAS STATE 6.25: 165.74

2394-TX FORT WORTH (TARRAN: 53.03

TOTAL INVOICE: 2870.46



**U.S. SHORING
& EQUIPMENT CO.**

U.S. Shoring & Equipment Co.
1100 S Pipeline Rd
Euless, TX 76040-6638

Phone: 817-858-0975
Fax: 817-858-0976
www.usshoringandequipment.com

Send payment to:
Hood Machinery & Supplies Co.
SDS 12-0749
P.O. Box 86
Minneapolis MN 55486-0749

For billing inquiries call: 952-895-7028

Ship to:

JOB 2007-GP REPAIR @ LAKE RIDGE PKWY
GRANDPRAIRIE TX
NORTH TX CONTRACTING 76055

Invoice to:

NORTH TEXAS CONTRACTING, INC.
PO BOX 468
KELLER TX 76244

| | | |
|-------------|-------------------------|-------------|
| Branch | | |
| 34 - DALLAS | | |
| *REPRINT* | | |
| Date | Time | Page |
| 04/22/2020 | 19:31:27 (B) | 1 |
| Account No. | Phone No. | Invoice No. |
| NORTH143 | 8174309500 | R5522534 |
| Ship Via | Customer Purchase Order | |
| USS34 | 42000 | |
| PSR # | | |
| USS | | |
| | | Salesperson |
| | | JP1 / JP1 |

RENTAL INVOICE

Description INVOICE #: R5522534 For RENTAL CONTRACT #: 031388 Amount

Billing #: 2 Covering From 03/30/2020 to 04/17/2020

XT XAMS-0808

SAF-08X08 Charge for usage of 1 4WEEK 999.00
Stock #: 051361 Serial #: XTS191046
Date Out: 03/02/2020 12:33 Date Returned: 04/17/2020 12:51
Rates: 111.00/DAY 333.00/WEEK 999.00/4WEEK

MOD PANEL 2X10 Charge for usage of 1 4WEEK 1008.00
Part #: CBAS-2X10 8 PIECES
Date Out: 03/02/2020 12:33 Date Returned: 04/17/2020 12:51
Rates: 14.00/DAY 42.00/WEEK 126.00/4WEEK

CORNER POST 8 Charge for usage of 1 4WEEK .04
Part #: CLCP-96 4 PIECES
Date Out: 03/02/2020 12:33 Date Returned: 04/17/2020 12:51
Rates: .01/DAY .01/WEEK .01/4WEEK

MODULAR LEG Charge for usage of 1 4WEEK .04
Part #: CLCP-LEGS 4 PIECES
Date Out: 03/02/2020 12:33 Date Returned: 04/17/2020 12:51
Rates: .01/DAY .01/WEEK .01/4WEEK

LIFT EYES Charge for usage of 1 4WEEK .04
Part #: CLCP-LIFTEYE 4 PIECES
Date Out: 03/02/2020 12:33 Date Returned: 04/17/2020 12:51
Rates: .01/DAY .01/WEEK .01/4WEEK



**U.S. SHORING
& EQUIPMENT CO.**

U.S. Shoring & Equipment Co.
1100 S Pipeline Rd
Euless, TX 76040-6638

Phone: 817-858-0975

Fax: 817-858-0976

www.usshoringandequipment.com

Send payment to:

Road Machinery & Supplies Co.

SDS 12-0749

P.O. Box 86

Minneapolis MN 55486-0749

For billing inquiries call: 952-895-7028

Ship to:

JOB 2007-GP REPAIR @ LAKE RIDGE PKWY
GRANDPRAIRIE TX
NORTH TX CONTRACTING 76055

Invoice to:

NORTH TEXAS CONTRACTING, INC.
PO BOX 468
KELLER TX 76244

| | | |
|-------------------------|----------------------------------|--------------------------|
| Branch 34 - DALLAS | | |
| Date 04/22/2020 | Time 19:31:27 (B) | Page 2 |
| Account No. NORTH143 | Phone No. 8174309500 | Invoice No. R5522534 |
| Ship Via USS34 | Customer Purchase Order 42000 | |
| PSR # USS | | |
| | | Salesperson JP1 / JP1 |

RENTAL INVOICE

Description INVOICE #: R5522534 For RENTAL CONTRACT #: 031388 Amount

8' BRIDLE/ALUM Charge for usage of 1 4WEEK 45.00
Part #: 3/8-8-4LEG 1 PIECE
Date Out: 03/02/2020 12:33 Date Returned: 04/17/2020 12:51
Rates: 5.00/DAY 15.00/WEEK 45.00/4WEEK

MOD PANEL 2X8 Charge for usage of 1 4WEEK 864.00
Part #: CBAS-2X8 8 PIECES
Date Out: 03/02/2020 12:33 Date Returned: 04/17/2020 12:51
Rates: 12.00/DAY 36.00/WEEK 108.00/4WEEK

MOD PANEL 2X10 Charge for usage of 1 4WEEK 1008.00
Part #: CBAS-2X10 8 PIECES
Date Out: 03/02/2020 12:33 Date Returned: 04/17/2020 12:51
Rates: 14.00/DAY 42.00/WEEK 126.00/4WEEK

Subtotal: 3924.12
4-TEXAS STATE 6.25: 245.25
2394-TX FORT WORTH(TARRAN: 78.48
TOTAL INVOICE: 4247.85

THIS IS 2 8X10X8T BOXES



**U.S. SHORING
& EQUIPMENT CO.**

U.S. Shoring & Equipment Co.
110 US Pipeline Rd
Euless, TX 76040-6638

Phone: 817-858-0975

Fax: 817-858-0976

www.usshoringandequipment.com

Send payment to:

Road Machinery & Supplies Co.

SDS 12-0749

P.O. Box 86

Minneapolis MN 55486-0749

For billing inquiries call: 952-895-7028

Ship to:

JOB 2007-GP REPAIR @ LAKE RIDGE PKWY
GRANDPRAIRIE TX
NORTH TX CONTRACTING 76055

Invoice to:

NORTH TEXAS CONT INC
PO BOX 468
KELLER TX 76244

| | | | | | |
|-------------------------|---------------------------------------|--------------------------|-----------|--|--|
| Branch 34 - DALLAS | | | *REPRINT* | | |
| Date 04/03/2020 | Time 19:33:28 (B) | Page 1 | | | |
| Account No. NORTH143 | Phone No. 8174309500 | Invoice No. R5501834 | | | |
| Ship Via USS34 | Customer Purchase Order 2007-42016 | | | | |
| PSR # USS | | | | | |
| | | Salesperson JP1 / JP1 | | | |

RENTAL INVOICE

Description INVOICE #: R5501834 For RENTAL CONTRACT #: 031454 Amount

Billing #: 2 Covering From 02/29/2020 to 03/12/2020

| | | | |
|----------------------------|---------------------------------|--------------|---------|
| ROAD PLATE 8X12 | Charge for usage of | 2 WEEKS | 336.00 |
| | Less previously billed | 1 4WEEK | 504.00- |
| Part #: RP8X12 | | 2 PIECES | |
| Date Out: 02/29/2020 09:55 | Date Returned: 03/12/2020 08:40 | | |
| Rates: 28.00/DAY | 84.00/WEEK | 252.00/4WEEK | |
| Subtotal: | | | 168.00- |
| 4-TEXAS STATE 6.25: | | | 10.50- |
| 2394-TX FORT WORTH(TARRAN: | | | 3.36- |
| Credit | TOTAL INVOICE: | | 181.86- |

TIM FROM NTC BROUGHT ME 2 PLATES FROM COKER JOB THAT DIDN'T
HAVE A TICKET. I TOOK THEM FROM THIS TICKET

FortWorth, TX-RentalYard
1675 S Main St
Keller, TX 76248

817-717-7616 | 888-807-3687
customerservice@equipmentshare.com



CUSTOMER

JOB 2007
GP REPAIR @ LAKE RIDGE PARKWAY
GRAND PRAIRIE, TEXAS
NORTH TEXAS CONTRACTING

Cycle Invoice

| | |
|----------------|------------------------|
| INVOICE # | FTW-249735-0000 |
| INVOICE DATE | Mar 16th, 2020 |
| PO # | 2007 |
| ACCOUNT # | 12271 |
| RENTAL # | 139066 |
| ORDERED BY | Chris Hughes |
| DATE OUT | Feb 26th, 2020 5:00 PM |
| BILLED THROUGH | Mar 25th, 2020 6:00 PM |
| SALESPERSON | Chase Smith |

Invoice Total: \$676.02

| | |
|----------|---|
| TERMS | Net 30 |
| REMIT TO | EquipmentShare.com, Inc PO Box 2214 Decatur, AL 35609 |

Rental Items

| Class | Qty | Equipment | Day | Week | Month | Tax | Amount |
|------------------------------------|-----|--|----------|----------|----------|--------|----------|
| Towable Light Tower, 6kW Generator | 1 | WACKER NEUSON LTV6 ID: 27591, Serial: WNCLTV01TPUM06378 Cycle Invoice: 2/26/2020 5:00 PM - 3/25/2020 6:00 PM | \$100.00 | \$200.00 | \$500.00 | 8.250% | \$500.00 |

Sales/Misc Items

| Description | Qty | Unit Price | Tax | Amount |
|--|-----|------------|--------|----------|
| Drop off of asset #27591 on 2020/2/26. Delivery id 300087. | 1 | \$115.00 | 8.250% | \$115.00 |
| 1.9% environmental fee | 1 | \$9.50 | 8.250% | \$9.50 |
| Subtotal | | | | \$624.50 |
| Total Tax | | | | \$51.52 |
| Invoice Total | | | | \$676.02 |

INVOICE NOTES

Please remit payment at your earliest convenience. For any questions regarding this invoice, please contact invoicing@equipmentshare.com or call 573-283-8181 for assistance.

A 1.5% finance charge will be computed on all invoices 30 days or more past due, which is an annual percentage rate of 18%. Thank you for your business!

All rental rates are based on 8 hrs/day, 40 hrs/week, and 160 hrs/month. Customer is responsible for returning cleaned and fueled or is subject to cleaning and fuel charges.



**U.S. SHORING
& EQUIPMENT CO.**

U.S. Shoring & Equipment Co.
11070 S Pipeline Rd
Euless, TX 76040-6638

Phone: 817-858-0975

Fax: 817-858-0978

www.usshoringandequipment.com

Send payment to:

Road Machinery & Supplies Co.

SDS 12-0749

P.O. Box 86

Minneapolis MN 55486-0749

For billing inquiries call: 952-895-7028

Ship to:

LAKERIDGE & CAMPWISDOM
GRAND PRAIRIE TX
NORTH TEXAS CONT. 75022

Invoice to:

NORTH TEXAS CONTRACTING, INC.
PO BOX 468
KELLER TX 76244

| | | |
|-------------------------|-------------------------|---------------------------------------|
| Branch 34 - DALLAS | | |
| Date 04/22/2020 | Time 19:31:50 (B) | Page 1 |
| Account No. NORTH143 | Phone No. 8174309500 | Invoice No. R5525834 |
| Ship Via CPU | | Customer Purchase Order 42111-2007 |
| PSR # USS | | |
| | | Salesperson JP1 / JP1 |

RENTAL INVOICE

Description INVOICE #: R5525834 For RENTAL CONTRACT #: 031594 Amount

Billing #: 1 Covering From 04/08/2020 to 04/17/2020

MOD PANEL 2X6 Charge for usage of 2 WEEKS 528.00
Part #: CBAS-2X6 8 PIECES
Date Out: 04/08/2020 07:37 Date Returned: 04/17/2020 12:47
Rates: 11.00/DAY 33.00/WEEK 99.00/4WEEK

MOD PANEL 2X8 Charge for usage of 2 WEEKS 576.00
Part #: CBAS-2X8 8 PIECES
Date Out: 04/08/2020 07:37 Date Returned: 04/17/2020 12:47
Rates: 12.00/DAY 36.00/WEEK 108.00/4WEEK

CORNER POST 8 Charge for usage of 1 4WEEK .04
Part #: CLCP-96 4 PIECES
Date Out: 04/08/2020 07:37 Date Returned: 04/17/2020 12:47
Rates: .01/DAY .01/WEEK .01/4WEEK

LIFT EYES Charge for usage of 1 4WEEK .04
Part #: CLCP-LIFTEYE 4 PIECES
Date Out: 04/08/2020 07:37 Date Returned: 04/17/2020 12:47
Rates: .01/DAY .01/WEEK .01/4WEEK

MODULAR LEG Charge for usage of 1 4WEEK .01
Part #: CLCP-LEGS 1 PIECE
Date Out: 04/08/2020 07:37 Date Returned: 04/17/2020 12:47
Rates: .01/DAY .01/WEEK .01/4WEEK



**U.S. SHORING
& EQUIPMENT CO.**

U.S. Shoring & Equipment Co.
11070 S Pipeline Rd
Euless, TX 76040-6638

Phone: 817-858-0975

Fax: 817-858-0978

www.usshoringandequipment.com

Send payment to:

Road Machinery & Supplies Co.

SDS 12-0749

P.O. Box 86

Minneapolis MN 55486-0749

For billing inquiries call: 952-895-7028

Ship to:

LAKERIDGE & CAMPWISDOM
GRAND PRAIRIE TX
NORTH TEXAS CONT. 75022

Invoice to:

NORTH TEXAS CONTRACTING, INC.
PO BOX 468
KELLER TX 76244

| | | |
|-------------------------|-------------------------|---------------------------------------|
| Branch 34 - DALLAS | | |
| Date 04/22/2020 | Time 19:31:50 (B) | Page 2 |
| Account No. NORTH143 | Phone No. 8174309500 | Invoice No. R5525834 |
| Ship Via CPU | | Customer Purchase Order 42111-2007 |
| PSR # USS | | |
| | | Salesperson JP1 / JP1 |

RENTAL INVOICE

Description INVOICE #: R5525834 For RENTAL CONTRACT #: 031594 Amount

8' STEEL BRIDLE Charge for usage of 2 WEEKS 66.00
Part #: 3/4-08-4LEG 1 PIECE
Date Out: 04/08/2020 07:37 Date Returned: 04/17/2020 12:47
Rates: 11.00/DAY 33.00/WEEK 99.00/4WEEK

ROAD PLATE 5X8 Charge for usage of 2 WEEKS 216.00
Part #: RP5X8 2 PIECES
Date Out: 04/08/2020 07:37 Date Returned: 04/17/2020 12:47
Rates: 18.00/DAY 54.00/WEEK 162.00/4WEEK

Subtotal: 1386.09
4-TEXAS STATE 6.25: 86.63
2394-TX PORT WORTH (TARRAN: 26.40
TOTAL INVOICE: 1499.12

16664-PG



Austin Asphalt, Inc.
6330 Commerce Dr., Suite 150
Irving, TX 75063
(214) 596-7300

INVOICE 368639
PAGE 1
DATE 4/30/20
TERMS Net 30 Days

ACCOUNT NO. 105842

SOLD TO NORTH TEXAS CONTRACTING INC.
PO BOX 468
ATTN: AP DEPARTMENT
KELLER, TX 76244

Lakeridge Repairs

| Ticket | Date | PO | Order | Location | Product | Qty | Material | | Freight | | Fee Amount | Tax Amount | Total |
|---------------|----------|------|-------|----------|--------------|-----------|----------|-----------|---------|--------|---------------|---------------|------------|
| | | | | | | | Rate | Amount | Rate | Amount | | | |
| 10282452 | 04/27/20 | 2007 | 2007 | 11401 | Ty-D PG64-22 | 12.10 | 61.50 | 744.15 | 0.00 | 0.00 | 0.00 | 0.00 | 744.15 |
| 10282509 | 04/27/20 | 2007 | 2007 | 11401 | Ty-D PG64-22 | 12.61 | 61.50 | 775.52 | 0.00 | 0.00 | 0.00 | 0.00 | 775.52 |
| 10282519 | 04/27/20 | 2007 | 2007 | 11401 | Ty-D PG64-22 | 5.27 | 61.50 | 324.11 | 0.00 | 0.00 | 0.00 | 0.00 | 324.11 |
| 10282535 | 04/27/20 | 2007 | 2007 | 11401 | Ty-D PG64-22 | 6.52 | 61.50 | 400.98 | 0.00 | 0.00 | 0.00 | 0.00 | 400.98 |
| Subtotal | | | 2007 | | Ty-D PG64-22 | 36.50 Ton | | \$2244.76 | | \$0.00 | \$0.00 | \$0.00 | \$2,244.76 |
| 10282451 | 04/27/20 | 2007 | 2007 | 11401 | CSS-1H (BUC | 3.00 | 35.00 | 105.00 | 0.00 | 0.00 | 0.00 | 0.00 | 105.00 |
| 10282536 | 04/27/20 | 2007 | 2007 | 11401 | CSS-1H (BUC | 1.00 | 35.00 | 35.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35.00 |
| Subtotal | | | 2007 | | CSS-1H (BU | 4.00 | | \$140.00 | | \$0.00 | \$0.00 | \$0.00 | \$140.00 |
| Invoice Total | | | | | | 40.50 | | \$2384.76 | | \$0.00 | \$0.00 | \$0.00 | \$2,384.76 |

Total Invoice --- > \$2,384.76

FOR QUESTIONS REGARDING THIS INVOICE
CONTACT ASPHALTCUSTOMERS@AUSTIN-IND.COM

ACT Saw Cutting & Removal
1527 Highway 114, Suite 500
Grapevine, TX 76051 US
(817) 368-7123
kwatson@actsawcutting.com

INVOICE

BILL TO
North Texas Contracting
P.O. Box 468
Keller, TX 76244

APR 28 2020

INVOICE # 23838
DATE 04/21/2020
DUE DATE 05/21/2020
TERMS Net 30

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|-------|--------|
| Demolition Job location: 4125 Lake Ridge Pkwy. Grand Prairie, TX: Job# 2007 Demo saw/vac 375 LF | 375 | 2.00 | 750.00 |
| Fuel Surcharge | 1 | 10.00 | 10.00 |

As of November 19, 2018, we will be accepting credit card payment; however, if you wish to use a credit card, a 3% fee will be added to your balance for using this convenient service.

BALANCE DUE

\$760.00

ACT Saw Cutting & Removal
1527 Highway 114, Suite 500
Grapevine, TX 76051 US
(817) 368-7123
kwatson@actsawcutting.com

INVOICE

BILL TO
North Texas Contracting
P.O. Box 468
Keller, TX 76244

MAY 1 1:2020

INVOICE # 24167
DATE 05/04/2020
DUE DATE 06/03/2020
TERMS Net 30

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|--------|--------|
| Hot pour JOB LOCATION: #2007 LAKERIDGE GRAND PRAIRIE TX | 1 | 750.00 | 750.00 |
| 110 EXPANSION HOT POUR 149 JOINT HOT POUR | | | |
| Fuel Surcharge | 1 | 10.00 | 10.00 |

As of November 19, 2018, we will be accepting credit card payment; however, if you wish to use a credit card, a 3% fee will be added to your balance for using this convenient service.

BALANCE DUE

\$760.00



Alpha Testing, Inc.
2209 Wisconsin St.
Dallas, TX 75229
(972)620-8911

Project Name: Lake Ridge Pkwy Emergency Waterline Repair
Lake Ridge Pkwy and Belt Line Road
Grand Prairie, Texas

Client: North Texas Contracting, Inc.
ATTN: Carson Collier
4999 Keller Haslet Road
Keller, TX 76244
(817) 430-9500

Invoice No: 120498
Invoice Date: 4/30/2020
Project Mgr: Chris Moore
2019-42

Customer P.O. No: Job No. 2007

Project No: 201131

Items through: 4/30/2020

Terms: NET 30

| Quantity | Description of work | Report Date | Report # | Unit Price | Per | Extension |
|----------|---------------------------|-------------|----------|------------|------|-----------|
| 1.00 | Vehicle Trip Charge | 4/16/2020 | 708993 | \$35.00 | TRIP | \$35.00 |
| 3.00 | Material Pickup | 4/16/2020 | 708993 | \$42.00 | HOUR | \$126.00 |
| 2.00 | -200 Sieve | 4/16/2020 | 708993 | \$65.00 | EACH | \$130.00 |
| 2.00 | Atterberg Limit Test | 4/16/2020 | 708993 | \$70.00 | EACH | \$140.00 |
| 2.00 | Proctor #1-2 | 4/16/2020 | 708993 | \$185.00 | EACH | \$370.00 |
| 1.00 | Vehicle Trip Charge | 4/17/2020 | 709242 | \$35.00 | TRIP | \$35.00 |
| 3.00 | Density Testing (1-3) | 4/17/2020 | 709242 | \$42.00 | HOUR | \$126.00 |
| 1.00 | Nuclear Density Gauge | 4/17/2020 | 709242 | \$120.00 | EACH | \$120.00 |
| 1.00 | Vehicle Trip Charge | 4/20/2020 | 710344 | \$35.00 | TRIP | \$35.00 |
| 3.00 | Density Testing (4-8) | 4/20/2020 | 710344 | \$42.00 | HOUR | \$126.00 |
| 1.00 | Nuclear Density Gauge | 4/20/2020 | 710344 | \$120.00 | EACH | \$120.00 |
| 1.00 | Vehicle Trip Charge | 4/24/2020 | 712176 | \$35.00 | TRIP | \$35.00 |
| 3.00 | Density Testing (9-12) | 4/24/2020 | 712176 | \$42.00 | HOUR | \$126.00 |
| 1.00 | Nuclear Density Gauge | 4/24/2020 | 712176 | \$120.00 | EACH | \$120.00 |
| 1.00 | Material Pickup | 4/24/2020 | 712177 | \$42.00 | HOUR | \$42.00 |
| 1.00 | -200 Sieve | 4/24/2020 | 712177 | \$65.00 | EACH | \$65.00 |
| 1.00 | Atterberg Limit Test | 4/24/2020 | 712177 | \$70.00 | EACH | \$70.00 |
| 1.00 | Proctor #3 | 4/24/2020 | 712177 | \$185.00 | EACH | \$185.00 |
| 1.00 | Vehicle Trip Charge | 4/29/2020 | 714406 | \$35.00 | TRIP | \$35.00 |
| 5.00 | Concrete-Testing | 4/29/2020 | 714406 | \$42.00 | HOUR | \$210.00 |
| 4.00 | Concrete Comp. Test (1-4) | 4/29/2020 | 714406 | \$18.50 | EACH | \$74.00 |
| 4.00 | Engineering Report Review | 4/30/2020 | 0 | \$85.00 | HOUR | \$340.00 |
| 1.00 | Vehicle Trip Charge | 4/30/2020 | 714711 | \$35.00 | TRIP | \$35.00 |
| 2.00 | Cylinder Pickup | 4/30/2020 | 714711 | \$42.00 | HOUR | \$84.00 |

Previously Invoiced: \$0.00
Total This Invoice: \$2,784.00

Pay this Invoice Total: \$2,784.00

PLEASE REMIT ALL PAYMENTS TO THE CORPORATE OFFICE:

Alpha Testing, Inc.
Attn: Accounts Receivable
2209 Wisconsin St. #100
Dallas, Texas 75229

For any questions concerning this invoice, please contact our project manager for clarification.

Bill To:
North Texas Contracting
PO Box 468
Keller, TX 76244

MAR 13 2020

Invoice

| | |
|-------------|------------------|
| Date | Invoice # |
| 3/11/2020 | 45658 |

| CSJ/Project # | |
|---------------|------------------|
| 2007 | |
| P.O. No. | Project Location |
| | 2007 |

| Service | Date | Ticket Number | Hours | Hrly Rate | Amount |
|--------------------|----------|---------------|-------|-----------|--------|
| NTexas Tandem Hrly | 3/3/2020 | 386829 | 9 | 50.00 | 450.00 |

| | |
|-------------------------|-----------------|
| Total | \$450.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$450.00 |

Custom-Crete

A U.S. CONCRETE COMPANY 

331 N. Main Street, Euless, TX 76039

NORTH TEXAS CONTRACTING,
P. O. BOX 468
KELLER TX 76244-0468

Project Name

Delivery Address LAKERIDGE & GREAT SOUTHWEST

| DATE | PLANT | TICKET# | PRODUCT# | DESCRIPTION | QTY | UNIT PRICE | AMOUNT |
|--------|-------|---------|----------|------------------|--------|------------|--------|
| /15/20 | 701 | 295815 | CC1055A | Blend, 1" LS, 5. | 4.00cy | 146.90 | 587.6 |
| /15/20 | 701 | 295815 | EDELVC | DELIVERY CHARGE | 1.00ea | 60.00 | 60.0 |

INVOICE

| | |
|---------------------------|---|
| MAKE CHECKS PAYABLE TO | Custom-Crete |
| REMIT TO | PO BOX 843466 Dallas, TX 75284-3466 |
| BILLING INQUIRIES | PHONE (817) 835-4100 • FAX (817) 835-40 |

| | | | |
|----------------|--------------------|---------------|-----|
| CUSTOMER # | PROJECT # | LIEN LOCATION | |
| 146227 | | | |
| ORDER # | ORDER DATE | TERMS | |
| 10073 | 04/15/20 | NET 30 DAYS | |
| PURCHASE ORDER | | CUSTOMER JOE | |
| 2007 | | | |
| INVOICE # | DATE | DUE DATE | PAY |
| 31145732 | 04/15/20 | 05/15/20 | 1 |
| CREDIT/DEBIT # | CREDIT/DEBIT ORDER | DATE | |
| | | | |

Please Pay By Invoice Number

a US CONCRETE  company

| | |
|---------------|-------|
| YARDS TONS | 4.0 |
| NON TAXABLE | |
| TAXABLE | 647.6 |
| TAX | 53.4 |
| TOTAL | 701.0 |

Custom-Crete

A U.S. CONCRETE COMPANY 

331 N. Main Street, Euless, TX 76039

INVOICE

MAKE CHECKS
PAYABLE TO

Custom-Crete

REMIT TO: PO BOX 843466 Dallas, TX 75284-3466
BILLING INQUIRIES: PHONE (817) 835-4100 • FAX (817) 835-4000

NORTH TEXAS CONTRACTING,
P. O. BOX 468
KELLER TX 76244-0468

| | | | |
|----------------|--------------------|---------------|-----|
| CUSTOMER # | PROJECT # | LIEN LOCATION | |
| 146227 | | | |
| ORDER # | ORDER DATE | TERMS | |
| 10014 | 04/16/20 | NET 30 DAYS | |
| PURCHASE ORDER | | CUSTOMER JOB | |
| 2007 | | | |
| INVOICE # | DATE | DUE DATE | PAY |
| 31145893 | 04/16/20 | 05/16/20 | 1 |
| CREDIT/DEBIT # | CREDIT/DEBIT ORDER | DATE | |
| | | | |

Project Name

Delivery Address LAKERIDGE & GREAT SOUTHWEST

| DATE | PLANT | TICKET # | PRODUCT # | DESCRIPTION | QTY | UNIT PRICE | AMOUNT |
|--------|-------|----------|-----------|------------------|--------|------------|----------|
| /16/20 | 701 | 295919 | CC1055A | Blend, 1" LS, 5. | 8.00cy | 146.90 | 1,175.20 |
| /16/20 | 701 | 295919 | EDELVC | DELIVERY CHARGE | 1.00ea | 60.00 | 60.00 |
| /16/20 | 701 | 295956 | CC1055A | Blend, 1" LS, 5. | 7.00cy | 146.90 | 1,028.30 |
| /16/20 | 701 | 295956 | EDELVC | DELIVERY CHARGE | 1.00ea | 60.00 | 60.00 |

Please Pay By Invoice Number

a US CONCRETE  company

| | |
|---------------|----------|
| YARDS TONS | 15.0 |
| NON TAXABLE | |
| TAXABLE | |
| TAX | |
| TOTAL | 2,323.50 |

Diverse Global Strategies
 3131 McKinney Avenue Suite 600
 Dallas, TX 75204
 (469) 877-6035
 shenita@diverseglobalstrategies.com
 www.diverseglobalstrategies.com



DIVERSE GLOBAL STRATEGIES
 — GAME CHANGING SOLUTIONS —

INVOICE

BILL TO
 North Texas Contracting

INVOICE # 5579 /
DATE 03/09/2020
DUE DATE 03/19/2020
TERMS Net 10

| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|--|-------|-------|--------|
| 03/02/2020 | Hauling Job 2007 Tandem# 04 - Ticket# 63173 | 10.50 | 55.00 | 577.50 |
| 03/02/2020 | Crouch Dump Fee - Job 2007 Tandem# 04- Dump Ticket# 750648, 750739, 750717 | 3 | 25.00 | 75.00 |
| 03/03/2020 | Hauling Job 2007 Tandem# 04 - Ticket# 65018 | 8 | 55.00 | 440.00 |
| 03/05/2020 | Hauling Job 2007 Tandem# 0628 - Ticket# 65019 | 8.50 | 55.00 | 467.50 |
| 03/06/2020 | Hauling Job 2007 Tandem# 20 - Ticket# 65020 | 8 | 55.00 | 440.00 |
| 03/06/2020 | Crouch Dump Fee - Job 2007 Tandem# 20 - Dump Ticket# 751114 | 1 | 25.00 | 25.00 |
| 03/06/2020 | Hauling Job 2007 Tandem# 6 - Ticket# 65021 | 8 | 55.00 | 440.00 |
| 03/06/2020 | Crouch Dump Fee - Job 2007 Tandem# 6 - Dump Ticket# 751169 | 1 | 25.00 | 25.00 |

Thank you for doing business with us!

BALANCE DUE

\$2,490.00

Thank you for you business. It's a pleasure to work with you on your project.

Fort Worth, Texas
1675 S Main St
Keller, TX 76248

817-717-7616 | 888-807-3687
customerservice@equipmentshare.com

Final Bill



JOBSITE

2007 GP Emergency
Near 4731 High Hawk Blvd
Grand Prairie, TX 75052

CUSTOMER

NORTH TEXAS CONTRACTING, INC.
P.O. Box 468
Keller, TX 76248

INVOICE # FTW-282944-0000
INVOICE DATE Apr 22nd, 2020
PO # 2007
ACCOUNT # 12271

RENTAL # 152961
ORDERED BY Chris Hughes
DATE OUT Apr 6th, 2020 3:00 PM
BILLED THROUGH Apr 17th, 2020 3:00 PM
SALESPERSON Chase Smith

Invoice Total: \$1,677.10

TERMS Net 30
REMIT TO EquipmentShare.com, Inc
PO Box 2214
Decatur, AL 35609

Rental Items

| Class | Asset | Day | Week | Month | Tax | Amount |
|--|---|----------|----------|------------|--------|------------|
| Walk-Behind Trench Roller, 24-34", Pad | WACKER NEUSON RTLx-SC3 ID: 64430, Serial: 24510527 Final Bill: 4/6/2020 3:00 PM - 4/17/2020 3:00 PM | \$295.00 | \$750.00 | \$1,750.00 | 8.250% | \$1,500.00 |

Sales/Misc Items

| Description | Quantity | Unit Price | Tax | Amount |
|------------------------|----------|------------|--------|---------|
| 1.9% environmental fee | 1 | \$28.50 | 8.250% | \$28.50 |
| 1.5% TERP surcharge | 1 | \$22.50 | 0.000% | \$22.50 |

Subtotal \$1,551.00

Total Tax \$126.10

Invoice Total \$1,677.10

INVOICE NOTES

Please remit payment at your earliest convenience. For any questions regarding this invoice, please contact invoicing@equipmentshare.com or call 573-283-8181 for assistance.

A 1.5% finance charge will be computed on all invoices 30 days or more past due, which is an annual percentage rate of 18%. Thank you for your business!

All rental rates are based on 8 hrs/day, 40 hrs/week, and 160 hrs/month. Customer is responsible for returning cleaned and fueled or is subject to cleaning and fuel charges.

Dallas, TX - Rental Yard
3205 Roy Orr Blvd . 972-737-1919 | 888-807-3687
Grand Prairie, TX 75050 customerservice@equipmentshare.com

Final Bill



JOBSITE

2007 GP Emergency
Near 4731 High Hawk Blvd
Grand Prairie, TX 75052

CUSTOMER

NORTH TEXAS CONTRACTING, INC.
P.O. Box 468
Keller, TX 76248

| | |
|----------------|------------------------|
| INVOICE # | DFW-293667-0000 |
| INVOICE DATE | May 6th, 2020 |
| PO # | 2007 GP Emergency |
| ACCOUNT # | 12271 |
| RENTAL # | 157140 |
| ORDERED BY | Chris Hughes |
| DATE OUT | Apr 17th, 2020 2:00 PM |
| BILLED THROUGH | May 4th, 2020 2:00 PM |
| SALESPERSON | Chase Smith |

Invoice Total: \$1,903.58

| | |
|----------|---|
| TERMS | Net 30 |
| REMIT TO | EquipmentShare.com, Inc PO Box 2214 Decatur, AL 35609 |

Rental Items

| Class | Asset | Day | Week | Month | Tax | Amount |
|---------------------------|--|----------|----------|------------|--------|------------|
| 3-Wheel Sweeper, 8' Broom | BROCE BW260 ID: 16283, Serial: 201641 Final Bill: 4/17/2020 2:00 PM - 5/4/2020 2:00 PM | \$285.00 | \$700.00 | \$1,500.00 | 8.250% | \$1,500.00 |

Sales/Misc Items

| Description | Quantity | Unit Price | Tax | Amount |
|--|----------|------------|--------|----------|
| 1.9% environmental fee | 1 | \$28.50 | 8.250% | \$28.50 |
| Return of asset #16283 on 2020/5/4. Delivery id 340171. | 1 | \$115.00 | 8.250% | \$115.00 |
| Drop off of asset #16283 on 2020/4/17. Delivery id 340170. | 1 | \$115.00 | 8.250% | \$115.00 |

Subtotal \$1,758.50

Total Tax \$145.08

Invoice Total \$1,903.58

INVOICE NOTES

Please remit payment at your earliest convenience. For any questions regarding this invoice, please contact invoicing@equipmentshare.com or call 573-283-8181 for assistance.

A 1.5% finance charge will be computed on all invoices 30 days or more past due, which is an annual percentage rate of 18%. Thank you for your business!

All rental rates are based on 8 hrs/day, 40 hrs/week, and 160 hrs/month. Customer is responsible for returning cleaned and fueled or is subject to cleaning and fuel charges.



FABCOTM

13835 Beaumont Hwy
Houston, TX 77049
(713) 633-6500

Invoice

Page: 1

Sold To:
North Texas Contracting
4999 Keller Haslet Rd.
Keller, TX 76248
Confirm To:

Invoice Number: 0388717-IN
Invoice Date: 4/8/2020
Project: ~ 2002755-2007 GP EMERGENCY WA
Order Number: WA
Order Date: 4/8/2020
Salesperson: LHJ
Customer Number: NOR0008
Email: Invoices@ntexcon.com
Ship To: 0061
~ 2002755-2007 GP EMERGENCY WA
GRAND PRAIRE, TX

| Customer P.O. See Below | Ship VIA | F.O.B. Job Site | Terms 1% 10 Net 30 Days | | | |
|----------------------------|---|--------------------|----------------------------|---------|---------|--------|
| Item Code | Item Description | UOM | Ordered | Shipped | Price | Amount |
| | SHAWN SALES ORDER: 2002755-001 | | | | | |
| FEN1006 | 6-00 Lightweight steel T-post (100/bdl) | EA | 20.000 | 20.000 | 4.0000 | 80.00 |
| FEN1002 | Light Duty Orange Safety Fence..(8lb 4FTx100FT) | RL | 4.000 | 4.000 | 11.8500 | 47.40 |

Please Remit To:
Fabco LLC
PO Box 732681
Dallas, TX. 75373-2681

| | |
|-----------------------|---------------|
| Net Invoice: | 127.40 |
| Less Discount: | 0.00 |
| Freight: | 0.00 |
| Sales Tax: | 10.51 |
| Invoice Total: | 137.91 |

Pricing reflects a 3% discount for cash, check, ACH and wire payments

AUSTIN | DALLAS | DENVER | FORT WORTH | HOUSTON | SALT LAKE CITY | SAN ANTONIO

www.BetterIsPossible.com



WATERWORKS
FERGUSON WATERWORKS #788
2650 SOUTH PIPELINE RD
EULESS, TX 76040-6633

Please contact with Questions: 817-267-3900

| INVOICE NUMBER | TOTAL DUE | CUSTOMER | PAGE |
|----------------|-------------|----------|--------|
| 1109440 | \$18,792.00 | 38610 | 1 of 1 |

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

SHIP TO:

NORTH TEXAS CONTRACTING INC
4999 KELLER HASLET RD
2007 LAKE RIDGE PKWY EMERGENCY
KELLER, TX 76248

NORTH TEXAS CONTRACTING INC
LAKE RIDGE PKWY & BELT LINE RD
GRAND PRAIRIE, TX 75051

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME | INVOICE DATE | BATCH |
|--|---------------|-------------|---|------------|--------------------|--------------|-------------|
| 1847 | 1847 | TXE | 02007 | MHD | REPLACEMENT 24 VLV | 04/08/20 | IO 50213 |
| ORDERED | SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UM | AMOUNT | |
| 1 | 1 | HGHMLA24 | 1 - HGHMLA24 24 MJ 8FV L/A ORIGINAL SHIPPED WAS DAMAGED 24 MJ 8FV L/A | 18792.000 | EA | 18792.00 | |
| | | | INVOICE SUB-TOTAL | | | 18792.00 | |
| ***** LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. ***** | | | | | | | |

Thank you for your business



TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$18,792.00

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



WATERWORKS
FERGUSON WATERWORKS #788
 2650 SOUTH PIPELINE RD
 EULESS, TX 76040-6633

Please contact with Questions: 817-267-3900

| INVOICE NUMBER | TOTAL DUE | CUSTOMER | PAGE |
|----------------|------------|----------|--------|
| 1109523 | \$2,369.28 | 38610 | 1 of 1 |


**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #788
 PO BOX 847411
 DALLAS, TX 75284-7411

SHIP TO: NORTH TEXAS CONTRACTING INC, 4999 KELLER HASLET RD, 2007 LAKE RIDGE PKWY EMERGENCY, KELLER, TX 76248

NORTH TEXAS CONTRACTING INC
 4999 KELLER HASLET RD
 2007 LAKE RIDGE PKWY EMERGENCY
 KELLER, TX 76248

NORTH TEXAS CONTRACTING INC
 LAKE RIDGE PKWY & BELT LINE RD
 GRAND PRAIRIE, TX 75051

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME | INVOICE DATE | BATCH |
|--|------------|----------------|----------------------------------|------------|---------------------------|--------------|----------|
| 788 | 788 | TXE | 02007 | MHD | 2007 LAKE RIDGE PKWY EMER | 04/09/20 | IO 50220 |
| ORDERED | SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UM | AMOUNT | |
| 4 | 4 | DMJBGP24 | DOM 24 MJ BLT & GSKT PK L/ GLAND | 95.000 | EA | 380.00 | |
| 1 | 1 | DMJBGP12 | DOM 12 MJ BLT & GSKT PK L/ GLAND | 26.520 | EA | 26.52 | |
| 1 | 1 | FNWNBGS61RF612 | 12 316 SS 150# RR FF 1/8 FLG PKG | 121.080 | EA | 121.08 | |
| 1 | 1 | DMJFALA12 | DOM 12 MJXFE C153 ADPT L/A | 346.380 | EA | 346.38 | |
| 1 | 1 | E2012PV | 12 MEGALUG F/ C900/IPS PVC | 98.900 | EA | 98.90 | |
| 4 | 4 | E2024PV | 24 MEGALUG F/ C905 PVC | 349.100 | EA | 1396.40 | |
| INVOICE SUB-TOTAL | | | | | | 2369.28 | |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. | | | | | | | |
| <div> <div>Thank you for your business</div>  </div> | | | | | | | |

| | | | |
|----------------------|------------------|-----------|------------|
| TERMS: NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$2,369.28 |
|----------------------|------------------|-----------|------------|

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



WATERWORKS
FERGUSON WATERWORKS #788
2850 SOUTH PIPELINE RD
EULESS, TX 76040-6633

Please contact with Questions: 817-267-3900

| INVOICE NUMBER | TOTAL DUE | CUSTOMER | PAGE |
|----------------|------------|----------|--------|
| 1109630 | \$3,406.78 | 38610 | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

NORTH TEXAS CONTRACTING INC
4999 KELLER HASLET RD
2007 LAKE RIDGE PKWY EMERGENCY
KELLER, TX 76248

SHIP TO:

NORTH TEXAS CONTRACTING INC
LAKE RIDGE PKWY & BELT LINE RD
GRAND PRAIRIE, TX 75051

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME | INVOICE DATE | BATCH ID |
|--|---------------|-------------|--|------------|---------------------------|--------------|-------------|
| 788 | 788 | TXE | 02007 | MHD | 2007 LAKE RIDGE PKWY EMER | 04/13/20 | 50241 |
| ORDERED | SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UM | AMOUNT | |
| 2 | 2 | DMJLSLA24 | DOM 24X15 MJ C153 LONG SLV LIA Y788-12243 | 1703.390 | EA | 3406.78 | |
| | | | INVOICE SUB-TOTAL | | | 3406.78 | |
| ***** LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. ***** | | | | | | | |

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| | | | | |
|--------|---------------|------------------|-----------|------------|
| TERMS: | NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$3,406.78 |
|--------|---------------|------------------|-----------|------------|

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WATERWORKS
FERGUSON WATERWORKS #788
2650 SOUTH PIPELINE RD
EULESS, TX 76040-6633

Please contact with Questions: 817-267-3900

| INVOICE NUMBER | TOTAL DUE | CUSTOMER | PAGE |
|----------------|-----------|----------|--------|
| 1100940 | \$324.55 | 37845 | 1 of 1 |

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

2007-6P

| SHIP TO: |
|----------|
|----------|

NORTH TEXAS CONTRACTING INC

NORTH TEXAS CONTRACTING INC
4999 KELLER HASLET RD
19210 CARRIAGE SQUARE
KELLER, TX 76248

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME | INVOICE DATE | BATCH |
|--|------------|-------------|-------------------------------------|------------|----------|--------------|----------|
| 1241 | 1241 | TX1241 | 19210 | MHD | | 03/02/20 | IO 49891 |
| ORDERED | SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UM | AMOUNT | |
| 10 | 10 | TEX5050 | 80# MAXIMIZER CNCRT MIX | 11.310 | EA | 113.10 | |
| 1 | 1 | APW2988 | 28X200 8 MIL POLYWRAP W/ WHIT LABEL | 140.000 | RL | 140.00 | |
| 2 | 2 | IMJTBGPU | 8 MJ TRANS BLT GSKT PK L/ GLAND | 23.360 | EA | 46.72 | |
| INVOICE SUB-TOTAL | | | | | | 299.82 | |
| TAX Branch 1241 | | | | | | 24.73 | |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. | | | | | | | |

Thank you for your business



TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE \$324.55

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FERGUSON WATERWORKS
FERGUSON WATERWORKS #788
2650 SOUTH PIPELINE RD
EULESS, TX 76040-6633

Please contact with Questions: 817-267-3900

| INVOICE NUMBER | TOTAL DUE | CUSTOMER | PAGE |
|----------------|-----------|----------|--------|
| 1110229 | \$0.00 | 38610 | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

SHIP TO:

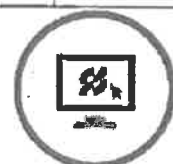
NORTH TEXAS CONTRACTING INC
4988 KELLER HASLET RD
2007 LAKE RIDGE PKWY EMERGENCY
KELLER, TX 76248

NORTH TEXAS CONTRACTING INC
LAKE RIDGE PKWY & BELT LINE RD
GRAND PRAIRIE, TX 75051

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME | INVOICE DATE | BATCH |
|--|---------------|-------------|---|------------|---------------|--------------|-------------|
| 788 | 788 | TXE | 02007 | MHD | CREDIT PICKUP | 04/14/20 | IO 50255 |
| ORDERED | SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UM | AMOUNT | |
| | | | CREDIT PICKUP F/MONDAY 3 TON WILL WORK | | | | |
| | | | INVOICE SUB-TOTAL | | | 0.00 | |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH 'NP' IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. | | | | | | | |

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| | | | | |
|--------|---------------|------------------|-----------|--------|
| TERMS: | NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$0.00 |
|--------|---------------|------------------|-----------|--------|

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



WATERWORKS
FERGUSON WATERWORKS #788
2650 SOUTH PIPELINE RD
EULESS, TX 76040-6633

Please contact with Questions: 817-267-3900

| INVOICE NUMBER | TOTAL DUE | CUSTOMER | PAGE |
|----------------|------------|----------|--------|
| 1110704 | \$1,220.00 | 38610 | 1 of 1 |

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

SHIP TO:

NORTH TEXAS CONTRACTING INC
4999 KELLER HASLET RD
2007 LAKE RIDGE PKWY EMERGENCY
KELLER, TX 76248

NORTH TEXAS CONTRACTING INC
LAKE RIDGE PKWY & BELT LINE RD
GRAND PRAIRIE, TX 75051

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME | INVOICE DATE | BATCH ID |
|--|---------------|-------------|---|------------|----------------|--------------|-------------|
| 788 | 788 | TXE | 02007 | MHD | ADDED 24" PIPE | 04/17/20 | 50288 |
| ORDERED | SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UM | AMOUNT | |
| 20 | 20 | DR18BP24 | 24 C900 DR18 CL235 PVC GJ BLUE PIPE Y788-12484 | 61.000 | FT | 1220.00 | |
| | | | INVOICE SUB-TOTAL | | | 1220.00 | |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. | | | | | | | |

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Log in to **Ferguson.com** and request access to Online Bill Pay.



| | | | | |
|--------|---------------|------------------|-----------|------------|
| TERMS: | NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$1,220.00 |
|--------|---------------|------------------|-----------|------------|

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WATERWORKS
FERGUSON WATERWORKS #788
2650 SOUTH PIPELINE RD
EULESS, TX 76040-6633

Please contact with Questions: 817-267-3900

| INVOICE NUMBER | TOTAL DUE | CUSTOMER PO# | PAGE |
|----------------|-----------|--------------|--------|
| 1111204 | \$475.00 | 38610 | 1 of 1 |

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

NORTH TEXAS CONTRACTING INC
4999 KELLER HASLET RD
2007 LAKE RIDGE PKWY EMERGENCY
KELLER, TX 76248

SHIP TO:

NORTH TEXAS CONTRACTING INC
LAKE RIDGE PKWY & BELT LINE RD
GRAND PRAIRIE, TX 75051

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME | INVOICE DATE | BATCH |
|--|---------------|-------------|---------------------------------|------------|---------------------------|--------------|-------------|
| 788 | 788 | TXE | 02007 | MHD | 2007 LAKE RIDGE PKWY EMER | 04/16/20 | IO 50280 |
| ORDERED | SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UM | AMOUNT | |
| 5 | 5 | DMJBGP24 | DOM 24 MJ BLT & GSKT PK U GLAND | 95.000 | EA | 475.00 | |
| | | | INVOICE SUB-TOTAL | | | 475.00 | |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. | | | | | | | |

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| | | | | |
|--------|---------------|------------------|-----------|----------|
| TERMS: | NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$475.00 |
|--------|---------------|------------------|-----------|----------|

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WATERWORKS
FERGUSON WATERWORKS #788
2650 SOUTH PIPELINE RD
EULESS, TX 76040-6633

Please contact with Questions: 817-267-3900

| INVOICE NUMBER | TOTAL DUE | CUSTOMER | PAGE |
|----------------|-----------|----------|--------|
| 1111444 | \$421.62 | 38610 | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

SHIP TO:

NORTH TEXAS CONTRACTING INC
4999 KELLER HASLET RD
2007 LAKE RIDGE PKWY EMERGENCY
KELLER, TX 76248

NORTH TEXAS CONTRACTING INC
LAKE RIDGE PKWY & BELT LINE RD
GRAND PRAIRIE, TX 75051

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME | INVOICE DATE | BATCH |
|--|---------------|-------------|------------------------------|------------|---------------------------|--------------|-------------|
| 1847 | 1847 | TXE | 02007 | MHD | 2007 LAKE RIDGE PKWY EMER | 04/16/20 | IO 50283 |
| ORDERED | SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | QTY | AMOUNT | |
| 2 | 2 | D582SW | 2PC SC CI VLV BX 27-37 WTR | 125.010 | EA | 250.02 | |
| 40 | 40 | DR18BPU | 6 C900 DR18 PVC GJ BLUE PIPE | 4.290 | FT | 171.60 | |
| INVOICE SUB-TOTAL | | | | | | 421.62 | |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. | | | | | | | |

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TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$421.62

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WATERWORKS
FERGUSON WATERWORKS #788
2650 SOUTH PIPELINE RD
EULESS, TX 76040-6633

Please contact with Questions: 817-267-3900

| INVOICE NUMBER | TOTAL DUE | CUSTOMER | PAGE |
|----------------|-----------|----------|--------|
| 1111994 | \$802.78 | 38610 | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

SHIP TO:

NORTH TEXAS CONTRACTING INC
4999 KELLER HASLET RD
2007 LAKE RIDGE PKWY EMERGENCY
KELLER, TX 76248

COUNTER PICK UP
10077 WEST UNIVERSITY DRIVE
MCKINNEY, TX 75071

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME | INVOICE DATE | BATCH |
|---|---------------|-------------|------------------------------------|------------|---------------------------|--------------|-------------|
| 1232 | 1232 | TXE | 02007 | MHD | 2007 LAKE RIDGE PKWY EMER | 04/20/20 | IO 50303 |
| ORDERED | SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UM | AMOUNT | |
| 160 | 160 | SDR26GPX | 8 SDR26 CL160 PVC GJ GREE PIPE | 4.690 | FT | 750.40 | |
| 2 | 2 | F105688 | 8 CI PVC X 8 CI PVC COUP | 24.100 | EA | 48.20 | |
| 1 | 1 | PSLUBXL1Q | 1 QT 2 LB PIPE JT LUB NSF NEW FORM | 4.180 | EA | 4.18 | |
| INVOICE SUB-TOTAL | | | | | | 802.78 | |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. | | | | | | | |

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| | | | | |
|--------|---------------|------------------|-----------|----------|
| TERMS: | NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$802.78 |
|--------|---------------|------------------|-----------|----------|

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FERGUSON WATERWORKS
2850 SOUTH PIPELINE RD
EULESS, TX 76040-6633

Please contact with Questions: 817-267-3900

| CREDIT MEMO NUMBER | TOTAL DUE | CUSTOMER | PAGE |
|--------------------|--------------|----------|--------|
| CM093614 | -\$37,584.00 | 38610 | 1 of 1 |

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

SHIP TO

NORTH TEXAS CONTRACTING INC
4999 KELLER HASLET RD
2007 LAKE RIDGE PKWY EMERGENCY
KELLER, TX 76248

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME | INVOICE DATE | BATCH |
|--|------------|----------------|-------------------------------------|------------|---------------------------|--------------|--------|
| 788 | 788 | TXE | 02007 | MHD | 2007 LAKE RIDGE PKWY EMER | 04/28/20 | IC CM0 |
| ORDERED | SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UM | AMOUNT | |
| 1 | 1 | HGHMLA24 | 24 MJ 8FV L/A Ot:1107238 | 18792.000 | EA | -18792.00 | |
| | | Cust PO: 02007 | Job Name: 2007 LAKE RIDGE PKWY EMER | | | | |
| 1 | 1 | HGHMLA24 | 24 MJ 8FV L/A Ot:1109440 | 18792.000 | EA | -18792.00 | |
| | | Cust PO: 02007 | Job Name: REPLACEMENT 24 VLV | | | | |
| | | | INVOICE SUB-TOTAL | | | -37584.00 | |
| Looking for a more convenient way to pay your bill? | | | | | | | |
| Log in to Ferguson.com and request access to Online Bill Pay. | | | | | | | |



| | | | |
|--------|------------------|-----------|--------------|
| TERMS: | ORIGINAL INVOICE | TOTAL DUE | -\$37,584.00 |
|--------|------------------|-----------|--------------|

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1450 NE Loop 820
Ft Worth, TX 76106
817-378-0600 • 877-851-9977
Fax: 817-378-0080

PLEASE REMIT TO:

KSM EXCHANGE LLC
P.O. Box 270360
Oklahoma City, OK 73137

ACH OR WIRE
Credit Department
405-495-7820

www.kirby-smith.com
Ship To: CUSTOMER PICK UP

| | | |
|------------|----------------|-------------|
| Branch | | |
| PT WORTH | | CNNYYY |
| Date | Time | Page |
| 04/21/20 | 22:34:32 (B) | 01 |
| Account No | Phone No | Inv No |
| NORTH054 | 8174309500 | P7896610 |
| Ship Via | Purchase Order | |
| WC | 447RT | |
| Tax ID No | | |
| | | Salesperson |
| | | 275 / 275 |

Invoice To: NORTH TEXAS CONTRACTING INC
PO BOX 468
KELLER TX 76244

PARTS INVOICE

ORDER#: 056905

Freight Terms: trans

| Part# | Description | Bin | ORD | ISS | SHF | B/O | UTTTT | Price | Amount |
|---------|----------------------|---------|-----|-----|-----|-----|-------|--------|--------|
| 403091 | AXLE KNUCKEL LE | F050710 | 1 | 1 | 1 | | * * | 951.72 | 951.72 |
| BF4465R | TIE ROD END | F050710 | 1 | 1 | 1 | | * * | 115.43 | 115.43 |
| BF4465L | TIE ROD END | F050710 | 1 | 1 | 1 | | * * | 115.43 | 115.43 |
| 752547 | AXLE BEARING KI | A16C16 | 1 | 1 | 1 | | * * | 45.47 | 45.47 |
| | AXLE BEARING KIT OUT | | | | | | | | |
| BF4461X | INNER BEARING K | N03D01 | 1 | 1 | 1 | | * * | 89.40 | 89.40 |
| | INNER BEARING KIT | | | | | | | | |
| BF4460 | FRT WHL SEAL | F050711 | 1 | 1 | 1 | | * * | 40.13 | 40.13 |
| FI | FREIGHT IN | | 1 | 1 | 1 | | * * | 25.00 | 25.00 |

ntc
randy
(817) 430-9500
broce
rj350
403091*1, bf4465r, bf4465l, 752547*1, bf4461x, bf4460,
WC15
PICKED UP BY ROBERT SEARS
817-829-1209

SUB TOTAL==> 1382.58
TEXAS 6.25% 86.40
TX-TA-FORT WORTH 2% 27.65
ON ACCOUNT 1496.63

power broom 1013



Thank You!
WE APPRECIATE YOUR BUSINESS



X

Signature indicates acceptance of Terms and Conditions on reverse

Ablene 877-577-5729 Amarillo 800-283-1247 Dallas 800-753-1247 Fort Worth 877-851-9977 Kansas City 877-451-5729 Lubbock 800-289-6067 McAlester 918-310-1550 Odessa 877-794-1600 Oklahoma City 800-375-3339 St Louis 800-279-1392 Tulsa 800-375-3733 Waco 254-261-1370

KEYS TAPPING & CONSTRUCTION
SERVICES, INC.
PO Box 2574
Frisco, TX 75034 US
2143263663
keystapping_construction@hotmail.com



BILL TO
North Texas Contracting, INC.
P.O. Box 468
Keller, TX 76244

SHIP TO
2007 Lakeridge Parkway
Grand Prairie, TX
Job #2007

INVOICE 018325

DATE 04/07/2020 TERMS Due on receipt

DUE DATE 05/01/2020

SALES REP
John/Emilio

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|-----|--------|--------|
| Concrete Core:Concrete Core (Base) | 1 | 250.00 | 250.00 |
| Concrete Core (minimum charge) - 37" Core x 10" | | | |
| 2 Curb Cuts | | | |

TOTAL DUE

\$250.00



P.O. Box 30013

Raleigh, NC 27622-0013

Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL

872-647-8700

Order Number 81036

SOLD TO:

000005

NORTH TEXAS CONTRACTING
4999 KELLER HASLET RD
FORT WORTH TX 76248

MAR 23 2020**SHIP TO:**

2170 NORTH BELTLINE, GRAND PRAIRIE
BLOCKING - Ron 940-399-7793 ANDREW 817
819 0703

PAYMENT TERMS: NET 30 DAYS-A/R

| | | | | | | |
|---------------|--------------------------------|---|---------------|--------------|-----------------|-------------------|
| Ship Date | Project 91104 | Customer PO | Cust. No. | Invoice Date | Invoice No. | |
| 03/12/2020 | LAKE RIDGE PKWY EMERGENCY WATE | 2007 | 365341 | 03/16/2020 | 28251444 | |
| Business Unit | Ticket Number | Description | Quantity | UM | Unit Price | Amount |
| 54819 | 128-5962671 | R2161070-COM,LS,1,6000,RE SERVICE CHARGE | 10.00 1.00 | CY EA | 129.00 30.00 | 1,290.00 30.00 |
| | | Total Tax | | | | 0.00 |
| | | TOTAL | 10.00 | | | |
| | | | INVOICE TOTAL | | \$1,320.00 | |

DETACH and Include this Return Portion with Payment

CUSTOMER: 365341 NORTH TEXAS CONTRACT

INVOICE NUMBER: 28251444

PAYMENT DUE

\$1,320.00**REMIT TO:**

MARTIN MARIETTA MATERIALS
P O Box 677061
Dallas TX 75267-7061

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT



P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL

972-647-6700

Order Number 81203

SOLD TO:

NORTH TEXAS CONTRACTING
4999 KELLER HASLET RD
FORT WORTH TX 76248

000008

SHIP TO:

2401 North Belt Line Road, GRAND PRAIRIE

APR 30 2020

PAYMENT TERMS: NET 30 DAYS- A/R

| Ship Date | Project 91104 | Customer PO | Cust. No. | Invoice Date | | Invoice No. |
|---------------|--------------------------------|---|---------------|--------------|----------------|-----------------|
| 04/21/2020 | LAKE RIDGE PKWY EMERGENCY WATE | 2007 | 365341 | 04/23/2020 | | 28536103 |
| Business Unit | Ticket Number | Description | Quantity | UM | Unit Price | Amount |
| 54619 | 128-6021834 | FLOW25A-FLOW,150,T1A70,23 SERVICE CHARGE | 8.00 1.00 | CY EA | 98.00 30.00 | 882.00 30.00 |
| | | Total Tax | | | | 0.00 |
| | | TOTAL | 9.00 | | | |
| | | | INVOICE TOTAL | | \$912.00 | |

DETACH and Include this Return Portion with Payment



CUSTOMER: 365341 NORTH TEXAS CONTRACT
INVOICE NUMBER: 28536103

REMIT TO:

MARTIN MARIETTA MATERIALS
P O Box 677061
Dallas TX 75267-7061

PAYMENT DUE \$912.00

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT.



P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL

972-647-6700

Order Number 61031

SOLD TO:

NORTH TEXAS CONTRACTING
4999 KELLER HASLET RD
FORT WORTH TX 76248

000010

SHIP TO:

2401 North Belt Line Road, GRAND PRAIRIE

MAY 08 2020

PAYMENT TERMS: NET 30 DAYS- A/R

| Ship Date | Project 91104 | | Customer PO | Cust. No. | Invoice Date | | Invoice No. |
|---------------|--------------------------------|--------------------------|-------------|-----------|--------------|------------|-------------|
| 04/29/2020 | LAKE RIDGE PKWY EMERGENCY WATE | | 2007 | 365341 | 04/30/2020 | | 28611698 |
| Business Unit | Ticket Number | Description | Quantity | UM | Unit Price | Amount | |
| 54619 | 128-6035934 ✓ | 9493SC-6.83 SK ADMIX/AEA | 10.00 | CY | 121.50 | 1,215.00 | |
| | | SERVICE CHARGE | 1.00 | EA | 30.00 | 30.00 | |
| | 128-6036004 | 9493SC-6.83 SK ADMIX/AEA | 10.00 | CY | 121.50 | 1,215.00 | |
| | | SERVICE CHARGE | 1.00 | EA | 30.00 | 30.00 | |
| | 128-6036072 ✓ | 9493SC-6.83 SK ADMIX/AEA | 10.00 | CY | 121.50 | 1,215.00 | |
| | | SERVICE CHARGE | 1.00 | EA | 30.00 | 30.00 | |
| | | Total Tax | | | | 0.00 | |
| TOTAL | | | 30.00 | | | | |
| INVOICE TOTAL | | | | | | \$3,735.00 | |

DETACH and Include this Return Portion with Payment



CUSTOMER: 365341 NORTH TEXAS CONTRACT
INVOICE NUMBER: 28611698

REMIT TO:

MARTIN MARIETTA MATERIALS
P O Box 677061
Dallas TX 75267-7061

PAYMENT DUE **\$3,735.00**

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT



P.O. Box 30013
 Raleigh, NC 27622-0013
 Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL

972-647-6700

Order Number 81029

SOLD TO:

NORTH TEXAS CONTRACTING
 4999 KELLER HASLET RD
 FORT WORTH TX 76248

000014

SHIP TO:

4927 Lake Ridge Parkway, Grand Prairie

MAY 19 2020

PAYMENT TERMS: NET 30 DAYS- A/R

| Ship Date | Project 91104 | Customer PO | Cust. No. | Invoice Date | | Invoice No. |
|---------------|--------------------------------|--------------------------|---------------|--------------|------------|-------------|
| 05/01/2020 | LAKE RIDGE PKWY EMERGENCY WATE | 2007 | 365341 | 05/11/2020 | | 28706101 |
| Business Unit | Ticket Number | Description | Quantity | UM | Unit Price | Amount |
| 54615 | 123-6041107 | 9493SC-6.83 SK ADMIX/AEA | 9.00 | CY | 121.50 | 1,093.50 |
| | | SERVICE CHARGE | 1.00 | EA | 30.00 | 30.00 |
| 54619 | 128-6041424 | 9493SC-6.83 SK ADMIX/AEA | 3.00 | CY | 121.50 | 364.50 |
| | | SERVICE CHARGE | 1.00 | EA | 30.00 | 30.00 |
| Total Tax | | | | | | 0.00 |
| TOTAL | | | 12.00 | | | |
| | | | INVOICE TOTAL | | \$1,518.00 | |

DETACH and Include this Return Portion with Payment



CUSTOMER: 365341 NORTH TEXAS CONTRACT

INVOICE NUMBER: 28706101

REMIT TO:

MARTIN MARIETTA MATERIALS
 P O Box 677061
 Dallas TX 75267-7061

PAYMENT DUE

\$1,518.00

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

Quality Trucking of Little Rock. LLC

PO Box 242629
Little Rock, AR 72223

Invoice

| Date | Invoice # |
|-----------|-----------|
| 4/13/2020 | 52345 |

| |
|---|
| Bill To |
| N TX Contracting 4999 Keller Haslet Rd Keller, TX 76244 |

| P.O. No. / Job # | Terms | Due Date | Week Ending |
|------------------|----------------|-----------|--------------|
| 2007 | Due on receipt | 4/13/2020 | WE 4/12/2020 |

| Date | Quantity | Item | Description | Ticket | Hauler # | Rate | Amount |
|----------|----------|------|--|--------|----------|-------|--------|
| 4/6/2020 | 26.08 | 1" | 1" Concrete Stone | 637640 | 495 | 21.55 | 562.02 |
| 4/8/2020 | 26.28 | 1" | 1" Concrete Stone | 638316 | 2712 | 21.25 | 558.45 |
| | 24.35 | 1" | 1" Concrete Stone | 638437 | 2712 | 21.25 | 517.44 |
| | | | State = 6.5%, Little Rock = 1.5%, Pulaski Co = 1% | | | 9.00% | 0.00 |

| | | | | |
|--|----------------|----------------------------|-------------|------------|
| Thank you for your business and God Bless You. | | | Total | \$1,637.91 |
| Phone # | Fax # | E-mail | Balance Due | \$1,637.91 |
| (501) 661-8114 | (501) 603-9317 | quality.trucking@yahoo.com | | |

Quality Trucking of Little Rock. LLC

PO Box 242629
Little Rock, AR 72223

Invoice

| Date | Invoice # |
|-----------|-----------|
| 4/20/2020 | 52446 |

| |
|---|
| Bill To |
| N TX Contracting 4999 Keller Haslet Rd Keller, TX 76244 |

| | | | | | | | |
|--|----------------|----------------------------|--|----------------|----------------------|----------------|----------------|
| | | | P.O. No. / Job # | Terms | Due Date | Week Ending | |
| 2007 | | | 2779 | Due on receipt | 4/20/2020 | WE 4/19/2020 | |
| Date | Quantity | Item | Description | Ticket | Hauler # | Rate | Amount |
| 4/16/2020 | 23.01 | FlexBase | FlexBase State = 6.5%, Little Rock = 1.5%, Pulaski Co = 1% | 428834199 | 2779 | 20.80 9.00% | 478.61 0.00 |
| Thank you for your business and God Bless You. | | | | | Total \$478.61 | | |
| Phone # | Fax # | E-mail | | | Balance Due \$478.61 | | |
| (501) 661-8114 | (501) 603-9317 | quality.trucking@yahoo.com | | | | | |



RDO Equipment Co.
5301 Mark IV Parkway
Fort Worth, TX 76131
800-888-3758
Fax: 512-252-3621

For billing inquiries or to receive
invoices online, please contact
RDOAR@rdoequipment.com

Ship to: NORTH TEXAS CONTRACTING, INC.
4999 KELLER HASLET RD
PO BOX 468
KELLER, TX 76244
Job Site: KELLER, TX

Y197195

Invoice to: NORTH TEXAS CONTRACTING, INC.
4999 KELLER HASLET RD
PO BOX 468
KELLER TX 76244

Branch

19 - FORT WORTH, TX

Date
04/23/2020

Time
16:09:00 (O)

Page
1

Account No.
9500051

Phone No.
8174309500

Invoice No.
R6995219

Ship Via

Purchase Order
2007

Tax Exemption Number

Federal ID Number

Salesperson
JTV / AKU

RENTAL INVOICE

Description INVOICE #: R6995219 For Contract #: 009716 Amount

Billing #: 1 Covering From 04/06/2020 to 04/21/2020

Deal # 1302295

60 1.8
345G FT4 EXCAVATOR Charge for usage of 2 WEEKS 5220.00
Stock #: X768110 Serial #: 1PF345GXJF020196
Date Out: 04/06/2020 13:59 Date Returned: 04/21/2020 08:00

60 3
290HD36 Charge for usage of 2 WEEKS
Stock #: X771280 Serial #: J000094620-1
Date Out: 04/06/2020 13:59 Date Returned: 04/21/2020 08:00

ENVIRON. FEE: 156.60

Subtotal: 5220.00

2-TERP TAX 1.5%: 78.30

2-MEI .00240: 12.53

TXFT-TX FORT WORTH 8.25%: 443.57

TOTAL DUE RDO: 5911.00

-----+
| Payments are due on your RDO account 30 days from the invoice date |
-----+

PLEASE REMIT TO: RDO EQUIPMENT CO.
P.O. BOX 7160
FARGO, ND 58106-7160

Thank you for your business

The rental memorialized hereby is subject to all Terms & Conditions contained in the Rental Agreement and Rental Schedule.

Rangeline Pipeline Services

1150 Blue Mound Road West Suite 301
Haslet, TX 76052
(682) 250-2153
www.rangeline.com

**INVOICE**

BILL TO
North Texas Contracting
P.O. BOX 468
Keller, TX 76244 USA

SHIP TO
Lake Ridge Pkwy & Belt Line Rd. -
Grand Prairie, TX

SHIP DATE 04/09/2020
SHIP VIA RPLS
TRACKING# N/A

INVOICE 1792
DATE 04/09/2020
TERMS Net 30
DUE DATE 05/09/2020

PIPE
C303

PURCHASE ORDER
2007

JOB NO.
20094

| DATE | QTY | ACTIVITY | RATE | AMOUNT |
|------------|-----|--|----------|----------|
| 04/09/2020 | 2 | INVENTORY:851-2575-1238 x 24 T1 W 24" CI D Flange Nipple | 3,739.00 | 7,478.00 |
| 04/09/2020 | 2 | INVENTORY:850-2575-12 T1 24" C303 Butt Strap | 388.00 | 776.00 |
| 04/09/2020 | 2 | MATERIALS:WLD-MAT 24" x 36" Wide Diaper | 0.00 | 0.00 |
| 04/09/2020 | 1 | LABOR:WLD-SUB Emergency Welding Services for 24" Leak Repair | 2,620.00 | 2,620.00 |
| 04/09/2020 | 1 | MISCELLANEOUS:RPLS Tech Name: EPW Rangeline Job Number: 20094 Job Name: Lake Ridge Pkwy Emergency Waterline Repair Jobsite Address: Lake Ridge Pkwy & Belt Line Rd. - Grand Prairie, TX Jobsite Contact #1: Shawn Phone Number: (817) 727-6208 Jobsite Contact #2: Ivan Phone Number: (972) 598-7574 Start Time: 9:00 AM | 0.00 | 0.00 |

North Texas Contracting
FILE: Grand Prairie, TX
SR: RA
DOC: THUR, 04/09/2020

BALANCE DUE

\$10,874.00



CMC Construction Services
PO Box 911
Seguin, Texas 78156
1-877-785-4497

INVOICE

NO. 842214

Page 1

05/01/2020

Bill-to: 196640
NORTH TEXAS CONTRACTING INC
4999 KELLER HASLET RD
FORT WORTH TX 76244-8106

Ship-to: 2007
LAKE RIDGE PKWY REPAIR J#2007
NORTH TEXAS CONTRACTING INC
LAKE RIDGE PKWY & BELTLINE RD
GRAND PRAIRIE, TX

| REFERENCE # | SHIPPED | OSP | TERMS | ISP | DOC # | WH | SHIP VIA |
|-------------|----------|-----|-------------|-----|--------|----|----------|
| 2007 | 04/27/20 | CBC | Net 30 Days | JXP | 245170 | 24 | OT |

| ITEM | DESCRIPTION | SHIPPED | UM | PRICE | UM | EXTENSION |
|----------|-------------------------------|---------|----|--------|----|-----------|
| 552640D | #6(19MM) 40' Rebar - Domestic | 70 | PC | 25.714 | PC | 1799.98 |
| 16500G | Grade 60 / Wt 1,502 lbs/ft | | | | | |
| | Ultrabond 2300 Bulk 102 oz. | 2 | UN | 33.965 | UN | 67.93 |
| | TxDot Type 3 Dowel Epoxy | | | | | |
| 38021216 | 2" x 12" x 16' #2 Yellow Pin | 2 | EA | 15.610 | EA | 31.22 |
| 1103060 | 1/2"x6" Fibre Expansion Join | 40 | LF | .430 | LF | 17.20 |
| | W R MEADOWS 6,400 lf/pallet | | | | | |
| 1103040 | 1/2"x4" Fibre Expansion Join | 40 | LF | .300 | LF | 12.00 |
| | W R MEADOWS 9,600 lf/pallet | | | | | |
| 380216 | 2" x 4" x 16' #2 Yellow Pine | 10 | PC | 5.750 | PC | 57.50 |
| 366000 | 2" x 2" x 24" Hub Stake | 75 | EA | .308 | EA | 23.10 |
| | 25/Bundle 1000/Pallet | | | | | |

| MERCHANDISE | MISC | TAX | FREIGHT | TOTAL DUE |
|-------------|------|-----|---------|-----------|
| 2008.93 | .00 | .00 | .00 | 2008.93 |

Payment Options

ACH Payments
Bank of America, N.A. New York
ABA# 111000012
Account# 3756666300
For Credit to: CMC Construction Services

Online Payments:
<https://www.cmcconstructionservices.com/payments>
If short paying by the tax amount, a sales
tax exemption certificate must be included
with your remittance.

Check Payments to:
CMC Construction Services
PO Box 844573
Dallas, TX 75284-4573

Remit To:

SITE BARRICADES
4841 FREEMAN DR
FORT WORTH, TX 76140



SITE BARRICADES

Invoice

| | |
|---------------|----------|
| Continued | Invoice# |
| Thu 5/ 7/2020 | 108632 |

Customer #: 140

North Texas Contracting
4999 Keller Haslet Rd.

KELLER, TX 76244

Job Descr: LAKE RIDGE EMERGENCY WATER JOB

PO #: 2007

Job No: 2007

Date Out Mon 3/ 2/2020

| | |
|------------|---------------|
| Terms | Aging Date |
| On Account | Thu 5/ 7/2020 |

Fold Here.

Fold Here.

Ordered By: Alan 817-805-5527

Representative: Miles Britt 817-458-1184 miles@sitebarricades.com

Delivery Mon 3/ 2/2020 6:00AM

Alan 817-805-5527

LAKE RIDGE PKWY & HIGH HAWK BLVD: GRAND PRAIRIE
LAKE RIDGE PKWY & HIGH HAWK BL
GRAND PRAIRIE

Pickup Tue 5/ 5/2020 5:00PM

Alan 817-805-5527

LAKE RIDGE PKWY & HIGH HAWK BLVD: GRAND PRAIRIE
LAKE RIDGE PKWY & HIGH HAWK BL
GRAND PRAIRIE

MARK JOB

| Qty | Rental Period | Items | Days Out | Status | Each | Price |
|-----|-----------------------------------|-----------------------|----------|-----------|--------|--------|
| 4 | Thu 2/27/2020 to Tue 5/ 5/2020 | ROAD WORK AHEAD 36" | 65 | Billed To | \$0.00 | \$0.00 |
| 2 | Thu 2/27/2020 to Tue 5/ 5/2020 | RIGHT LANE CLOSED 36" | 65 | Billed To | \$0.00 | \$0.00 |
| 1 | Thu 2/27/2020 to Tue 5/ 5/2020 | END ROAD WORK | 65 | Billed To | \$0.00 | \$0.00 |
| 7 | Thu 2/27/2020 to Tue 5/ 5/2020 | 5' T LEG | 65 | Billed To | \$0.00 | \$0.00 |
| 14 | Thu 2/27/2020 to Tue 5/ 5/2020 | T-LEG FEET | 65 | Billed To | \$0.00 | \$0.00 |
| 20 | Thu 2/27/2020 to Tue 5/ 5/2020 | NAVIGATOR TOP | 65 | Billed To | \$0.00 | \$0.00 |
| 20 | Thu 2/27/2020 to Tue 5/ 5/2020 | NAVIGATOR BASE | 65 | Billed To | \$0.00 | \$0.00 |
| 1 | Thu 2/27/2020 to Tue 5/ 5/2020 | TYPE III | 65 | Billed To | \$0.00 | \$0.00 |
| 2 | Thu 2/27/2020 to Tue 5/ 5/2020 | TYPE III FEET | 65 | Billed To | \$0.00 | \$0.00 |
| 2 | Thu 2/27/2020 to Tue 5/ 5/2020 | TYPE II FOLDING | 65 | Billed To | \$0.00 | \$0.00 |
| 2 | Thu 2/27/2020 to Tue 5/ 5/2020 | SIDEWALK CLOSED | 65 | Billed To | \$0.00 | \$0.00 |
| 5 | Thu 2/27/2020 to Tue 5/ 5/2020 | BARRICADE LIGHT | 65 | Billed To | \$0.00 | \$0.00 |
| 2 | Mon 3/ 2/2020 to Tue 5/ 5/2020 | ROAD WORK AHEAD 36" | 30 | Billed To | \$0.00 | \$0.00 |
| 2 | Mon 3/ 2/2020 to Tue 5/ 5/2020 | RIGHT LANE CLOSED 36" | 30 | Billed To | \$0.00 | \$0.00 |
| 4 | Mon 3/ 2/2020 to Tue 5/ 5/2020 | 5' T LEG | 30 | Billed To | \$0.00 | \$0.00 |
| 8 | Mon 3/ 2/2020 to Tue 5/ 5/2020 | T-LEG FEET | 30 | Billed To | \$0.00 | \$0.00 |
| 5 | Mon 3/ 2/2020 to Tue 5/ 5/2020 | BARRICADE LIGHT | 30 | Billed To | \$0.00 | \$0.00 |
| 30 | Mon 3/ 2/2020 to Tue 5/ 5/2020 | NAVIGATOR TOP | 30 | Billed To | \$0.00 | \$0.00 |
| 30 | Mon 3/ 2/2020 to Tue 5/ 5/2020 | NAVIGATOR BASE | 30 | Billed To | \$0.00 | \$0.00 |

| Qty | Rental Period | Items | Days Out | Status | Each | Price |
|-----|-----------------------------------|-----------------------|----------|-----------|------------|------------|
| 1 | Thu 2/27/2020 to Tue 5/ 5/2020 | ARROW BOARD | 65 | Billed To | \$1,125.00 | \$1,125.00 |
| 1 | Mon 3/ 2/2020 to Tue 5/ 5/2020 | ARROW BOARD | 30 | Billed To | \$500.00 | \$500.00 |
| 1 | Mon 3/ 2/2020 to Wed 5/13/2020 | MOB- 4.6.20 ADD'L RLC | 0 | Pulled | \$1,995.00 | \$1,995.00 |
| 1 | Mon 3/ 2/2020 to Thu 2/27/2020 | MOBILIZATION | 0 | Sold | \$1,995.00 | \$1,995.00 |
| 1 | Thu 2/27/2020 to Tue 5/ 5/2020 | EQUIPMENT RENTAL | 65 | Billed To | \$6,985.00 | \$6,985.00 |

Current On Account

Please see total amount due on last page.

| | | | | | |
|-------------------|-------------|--|------------|--------|-----------------------|
| Rental and Sales: | | | | | Texas Sales Tax: |
| \$12,600.00 | | | | | \$1,039.50 |
| Total Amount: | \$13,639.50 | | Total Paid | \$0.00 | Total Due \$13,639.50 |



TEXAS STAR CONCRETE SERVICES, L.L.C.
P.O. BOX 1147
EULESS, TX 76039
817-283-7827
texasstarllc@aol.com

Invoice 190396

BILL TO
North Texas Contracting
PO BOX 468
KELLER, TX 76244

SHIP TO
JOB #2007
EMERGENCY REPAIR
LAKE RIDGE PKWY & HIGH
HAWK BLVD.
GRAND PRAIRIE TEXAS

DATE
03/02/2020



DUE DATE
04/01/2020

P.O. # /JOB #
2007

SALES REP
LUPE

ACTIVITY

SAWING:DEEP SAWING
70' X 10" DEEP FLAT SAW
WAIT TIME:STANDBY TIME
WAITED 3 HOURS
EMERGENCY WATER LINE REPAIR

| QTY | RATE | AMOUNT |
|-----|--------|--------|
| 1 | 250.00 | 250.00 |
| 3 | 75.00 | 225.00 |

TOTAL DUE

\$475.00

THANK YOU.

Thank you for your continued business.

Any discrepancy on this invoice must be contested within 10 days or it stands as is.



TEXAS STAR CONCRETE SERVICES, L.L.C.
P.O. BOX 1147
EULESS, TX 76039
817-283-7827
texasstarllc@aol.com

Invoice 190401

BILL TO
North Texas Contracting
PO BOX 468
KELLER, TX 76244

SHIP TO
JOB #2007
EMERGENCY REPAIR
LAKE RIDGE PKWY &
GREAT SOUTHWEST
GRAND PRAIRIE TEXAS

DATE
03/05/2020



DUE DATE
04/04/2020

P.O. # /JOB #
2007

SALES REP
LUPE

ACTIVITY

SAWING:DEEP SAWING
85' X 10" DEEP FLAT SAW

QTY

RATE

AMOUNT

1

250.00

250.00

TOTAL DUE

\$250.00

THANK YOU.

Thank you for your continued business.

Any discrepancy on this invoice must be contested within 10 days or it stands as is.



TEXAS STAR CONCRETE SERVICES, LLC.
P.O. BOX 1147
EULESS, TX 76039
817-283-7827
texasstarllc@aol.com

Invoice 190785

BILL TO
North Texas Contracting
PO BOX 468
KELLER, TX 76244

SHIP TO
JOB #2007
EMERGENCY REPAIR
LAKE RIDGE & GREAT
SOUTHWEST PKWY
GRAND PRAIRIE TEXAS

DATE
04/06/2020



DUE DATE
05/06/2020

P.O. # /JOB #
2007

SALES REP
GARY/MARLON

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|--------|--------|
| SAWING:DEEP SAWING 37' X 12" DEEP SAW DEMO CONCRETE 117' X 5" DEE PSAW DEMO - SIDEWALK 154' - SLURRY CONTROL | 1 | 250.00 | 250.00 |

TOTAL DUE

\$250.00

THANK YOU.

Thank you for your continued business.

Any discrepancy on this invoice must be contested within 10 days or it stands as is.



DBA Reliable Onsite Services

BRANCH 48D
6212 ANGLIN DRIVE
FOREST HILL TX 76119
817-810-0490



4 WEEK BILLING
INVOICE

179387723-001

Job Site

NORTH TEXAS CONTRACTING
LAKE RIDGE PKWY & GREAT SW PKW
X:GREAT SW PKWY@LAKE RIDGE PKW
GRAND PRAIRIE TX 75052
Office: 817-430-9500 Cell: 817-805-5527

NORTH TEXAS CONTRACTING INC
PO BOX 468
KELLER TX 76244-0468

Customer # : 635191
Invoice Date : 03/09/20
Date Out : 02/26/20 05:00 PM
Billed Through : 03/25/20 00:00
UR Job Loc : LAKE RIDGE PKWY & GR
UR Job # : 605
Customer Job ID:
P.O. # : 00000-2007
Requested By : PAUL CASTENSON
Approved By : CHRIS HUGHES
Salesperson : KATELYN COOLEY

Invoice Amount: \$372.40

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84008
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

| RENTAL ITEMS: | | Description | Minimum | Day | Week | 4 Week | Amount |
|----------------------------|----------------------------------|-----------------------------|-----------------|--------------|--------|----------------------|--------|
| Qty | Equipment | | | | | | |
| 1 | 600/2410 | STANDARD PORTABLE RESTROOM | 77.00 | 134.00 | 134.00 | 134.00 | 134.00 |
| 1 | 075/2070 | SERVICE - PORTABLE RESTROOM | | | | | N/C |
| | | | | | | Rental Subtotal: | 134.00 |
| SALES/MISCELLANEOUS ITEMS: | | Price | Unit of Measure | Extended Amt | | | |
| Qty | Item | | | | | | |
| 1 | EXPEDITED DELIVERY SURCHARGE | [EXPEDITED DELIVERY/MCI] | 150.000 | EACH | 150.00 | | |
| | Hot shot fee - Same day delivery | | | | | | |
| 1 | DELIVERY CHARGE | | 30.000 | EACH | 30.00 | | |
| 1 | PICKUP CHARGE | | 30.000 | EACH | 30.00 | | |
| | | | | | | Sales/Misc Subtotal: | 210.00 |
| | | | | | | Agreement Subtotal: | 344.00 |
| | | | | | | Tax: | 28.40 |
| | | | | | | Total: | 372.40 |

COMMENTS/NOTES:

CONTACT: ALLEN BRADDICK - 1 REG UNIT
CELL#: 817-805-5527 - CALL ALLEN AHEAD
OF TIME FOR PLACEMENT - WATER OUTAGE

Billing period: 28 Days From 2/26/20 05:00 PM Thru 3/25/20 05:00 PM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

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DBA Reliable Onsite Services

BRANCH 48D
6212 ANGLIN DRIVE
FOREST HILL TX 76119
817-510-0490



RENTAL CREDIT MEMO

179387723-002

Customer # : 635191
Credit Date : 03/09/20
Credit Inv : 179387723-001
UR Job Loc : LAKE RIDGE PKWY & GR
UR Job # : 605
Customer Job ID:
P.O. # : 00000-2007
Requested By : PAUL CASTENSON
Approved By : CHRIS HUGHES
Salesperson : KATELYN COOLEY

Job Site
NORTH TEXAS CONTRACTING
LAKE RIDGE PKWY & GREAT SW PKW
X:GREAT SW PKWY@LAKE RIDGE PKW
GRAND PRAIRIE TX 75052
Office: 817-430-9500 Cell: 817-805-5527

NORTH TEXAS CONTRACTING INC
PO BOX 468
KELLER TX 76244-0468

Invoice Amount \$66.47-

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84008
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

| RENTAL ITEMS: | | Description | Minimum | Day | Week | 4 Week | Amount |
|---------------------------------|-----------|----------------------------|---------|--------|--------|--------|--------|
| Qty | Equipment | | | | | | |
| 1 | 600/2410 | STANDARD PORTABLE RESTROOM | 77.00 | 134.00 | 134.00 | 134.00 | 61.40- |
| Reason: OVER BILLED DAYS CREDIT | | | | | | | |
| Rental Subtotal: | | | | | | | 61.40- |
| Agreement Subtotal: | | | | | | | 61.40- |
| Tax: | | | | | | | 5.07- |
| Total: | | | | | | | 66.47- |

COMMENTS/NOTES:

CONTACT: ALLEN BRADDICK - 1 REG UNIT
CELL#: 817-805-5527 - CALL ALLEN AHEAD
OF TIME FOR PLACEMENT - WATER OUTAGE

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
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DBA Reliable Onsite Services

BRANCH 48D
6212 ANGLIN DRIVE
FOREST HILL TX 76119
817-510-0490



4 WEEK BILLING INVOICE

179387723-003

Job Site

NORTH TEXAS CONTRACTING
LAKE RIDGE PKWY & GREAT SW PKW
X:GREAT SW PKWY@LAKE RIDGE PKW
GRAND PRAIRIE TX 75052
Office: 817-430-9500 Cell: 817-805-5527

Customer # : 635191
Invoice Date : 04/06/20
Date Out : 02/26/20 05:00 PM
Billed Through : 04/22/20 00:00
UR Job Loc : LAKE RIDGE PKWY & GR
UR Job # : 605
Customer Job ID:
P.O. # : 00000-2007
Requested By : PAUL CASTENSON
Approved By : CHRIS HUGHES
Salesperson : KATELYN COOLEY

NORTH TEXAS CONTRACTING INC
PO BOX 468
KELLER TX 76244-0468

Invoice Amount: \$78.59

Terms: Due Upon Receipt
Payment options: Contact our credit office 817-262-7017
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.,
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|-----|-----------|-----------------------------|---------|-------|-------|--------|--------|
| 1 | 500/2410 | STANDARD PORTABLE RESTROOM | | 72.60 | 72.60 | 72.60 | 72.60 |
| 1 | 075/2070 | SERVICE - PORTABLE RESTROOM | | | | | N/C |

Rental Subtotal: 72.60
Agreement Subtotal: 72.60
Tax: 5.99
Total: 78.59

COMMENTS/NOTES:

CONTACT: ALLEN BRADDICK - 1 REG UNIT
CELL#: 817-805-5527 - CALL ALLEN AHEAD
OF TIME FOR PLACEMENT - WATER OUTAGE

Billing period: 28 Days From 3/25/20 05:00 PM Thru 4/22/20 05:00 PM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
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Page: 1



DBA Reliable Onsite Services

BRANCH 48D
6212 ANGLIN DRIVE
FOREST HILL TX 76119
817-510-0490



4 WEEK BILLING INVOICE

179387723-004

Job Site NORTH TEXAS CONTRACTING
LAKE RIDGE PKWY & GREAT SW PKW
x:GREAT SW PKWY@LAKE RIDGE PKW
GRAND PRAIRIE TX 75052
Office: 817-430-9500 Cell: 817-805-5527

Customer # : 635191
Invoice Date : 05/04/20
Date Out : 02/26/20 05:00 PM
Billed Through : 05/20/20 00:00
UR Job Loc : LAKE RIDGE PKWY & GR
UR Job # : 605
Customer Job ID:
P.O. # : 00000-2007
Requested By : PAUL CASTENSON
Approved By : CHRIS HUGHES
Salesperson : KATELYN COOLEY

NORTH TEXAS CONTRACTING INC
PO BOX 468
KELLER TX 76244-0468

Invoice Amount: \$78.59

Terms: Due Upon Receipt
Payment options: Contact our credit office 817-262-7017
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

| RENTAL ITEMS: | | Description | Minimum | Day | Week | 4 Week | Amount |
|---------------------|-----------|-----------------------------|---------|-------|-------|--------|--------|
| Qty | Equipment | | | | | | |
| 1 | 600/2410 | STANDARD PORTABLE RESTROOM | | 72.60 | 72.60 | 72.60 | 72.60 |
| 1 | 075/2070 | SERVICE - PORTABLE RESTROOM | | | | | N/C |
| Rental Subtotal: | | | | | | | 72.60 |
| Agreement Subtotal: | | | | | | | 72.60 |
| Tax: | | | | | | | 5.99 |
| Total: | | | | | | | 78.59 |

COMMENTS/NOTES:

CONTACT: ALLEN BRADDICK - 1 REG UNIT
CELL#: 817-805-5527 - CALL ALLEN AHEAD
OF TIME FOR PLACEMENT - WATER OUTAGE

Billing period: 28 Days From 4/22/20 05:00 PM Thru 5/20/20 05:00 PM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
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To Sign Up, contact URCentralSupport@ur.com



BRANCH 537
5930 EAST LOOP 820 SOUTH
PORT WORTH TX 76119-7028
817-483-6411
817-483-0723 FAX



RENTAL RETURN INVOICE

181116691-001

Job Site

2007-LAKE RIDGE EMERGENCY WTR
LAKE RIDGE & GREAT SOUTHWEST
X:LAKE RIDGE@GREAT SOUTHWES
GRAND PRAIRIE TX 75050
Office: 817-430-9500 Cell: 817-363-3836

NORTH TEXAS CONTRACTING INC
PO BOX 468
KELLER TX 76244-0468

Customer # : 635191
Invoice Date : 04/28/20
Rental Out : 04/22/20 08:11 AM
Rental In : 04/27/20 09:31 AM
UR Job Loc : LAKE RIDGE & GREAT S
UR Job # : 85
Customer Job ID: 2007
P.O. # : 42135-2007
Requested By : CHRIS HUGHES
Approved By : CHRIS HUGHES
Salesperson : WAYNE BLANCHARD

Invoice Amount: \$2,169.70

Terms: Due Upon Receipt
Payment options: Contact our credit office 817-262-7017
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|-----|-----------|--|---------|--------|--------|---------|--------|
| 1 | 10850321 | DRILL SLAB RIDER PNEUMATIC DOWEL 1 GANG Make: E Z DRILL Model: 210BSRA Serial: AF-5681 | | 255.00 | 811.00 | 1755.00 | 811.00 |
| 1 | 2300206NF | ROLLER 3-5 TON DOUBLE DRUM SMOOTH Make: HAMM Model: HD12VV Serial: H2300206 Meter out: 943.50 Meter in: 947.00 | | 320.00 | 925.00 | 1945.00 | 925.00 |

Rental Subtotal: 1,736.00

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | Price | Unit of Measure | Extended Amt. |
|-----|---|---------|-----------------|---------------|
| 1 | BIT, WHIRLI 7/8" X 3.25" X 24" 7/8"-HS [X30622/BRN&L] | 165.000 | BIT | 165.00 |
| 1 | BUSHING EZ DRILL [1110 MCP/EZDRL] | 82.963 | EACH | 82.96 |
| 1 | TX UNIT PROPERTY TAX [DRSURT/MCI] | 2.040 | EACH | 2.04 |
| 1 | ENVIRONMENTAL SERVICE CHARGE [ENV/MCI] | 18.500 | EACH | 18.50 |

Sales/Misc Subtotal: 268.50

Agreement Subtotal: 2,004.50

Tax: 165.20

Total: 2,169.70

COMMENTS/NOTES:

CONTACT: RICKY AVILA
CELL#: 817-363-3836

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JDS Pavement Marking and Repair, LLC

701 Hanover Dr.
Suite 300
TX 76051

Invoice

| Date | Invoice # |
|----------|-------------|
| 5/6/2020 | 2020-089-01 |

| Project Info |
|--|
| Lakeside Emergency Repair Grand Prairie, TX Job#2007 |

| Bill to |
|---|
| North Texas Contracting 4999 Keller Haslet Road Keller TX 76244 |

| Terms |
|--------|
| Net 30 |

| Description | Qty | Amount |
|--|-----|------------|
| Lakeridge & Great Southwest Pkwy. Grand Prairie, TX Job#2007 | | |
| Furnish/Install 4" White Thermoplastic skips | 10 | 900.00 |
| Furnish/Install Type II-C-R Markers | 6 | 100.00 |
| Subtotal | | \$1,000.00 |
| Sales Tax (8.25%) | | \$0.00 |
| Total | | \$1,000.00 |

Proposal for Extra Work at Sod install and Hand water @ corner of Lakeridge and Great Southwest PKWY

| | | | |
|---------------------|--|-----------------|---|
| Property Name | Sod install and Hand water @ corner of Lakeridge and Great Southwest PKWY | Contact | Phillip Buchman |
| Property Address | Great Southwest PKWY & Lakeridge PKWY Grand Prairie, TX 75054 | To | North Texas Contracting |
| | | Billing Address | 4999 Keller Haslet Rd Keller, TX 76244 |
| Project Name | Sod install and Hand water @ corner of Lakeridge and Great Southwest PKWY | | |
| Project Description | time and material ; * hand watering is for 20 consecutive days following installation | | |

Scope of Work

| Material/Description | Total |
|--|-------|
| Common Bermuda sod | |
| Labor to install | |
| Labor to hand water sod over first 20 days consecutively | |
| We would need access to a temporary meter | |

For internal use only

SO# 7215063
JOB# 330800000
Service Line 130

| | |
|------------------------|-------------------|
| Subtotal | \$7,474.00 |
| Sales Tax 8.25% | \$616.61 |
| Total Price | \$8,090.61 |

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
2315 Southwell RD, Dallas, TX 75229 ph. (972) 831-1850 fax (214) 369-4878

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Workers Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, end/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Superintendent

Signature

Title

Phillip Buchman

June 11, 2020

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature

Title

William Chance Warrick

June 11, 2020

Printed Name

Date

Job #: 330800000

Proposed Price: \$8,090.61

SO # 7215063



Alpha Testing, Inc.
2209 Wisconsin St.
Dallas, TX 75229
(972)620-8911

Project Name: Lake Ridge Pkwy Emergency Waterline Repair
Lake Ridge Pkwy and Belt Line Road
Grand Prairie, Texas

Client: North Texas Contracting, Inc.
ATTN: Carson Collier
4999 Keller Haslet Road
Keller, TX 76244
(817) 430-9500

Invoice No: 120498
Invoice Date: 4/30/2020
Project Mgr: Chris Moore
2019-42

Customer P.O. No: Job No. 2007

Project No: 201131

Items through: 4/30/2020

Terms: NET 30

| Quantity | Description of work | Report Date | Report # | Unit Price | Per | Extension |
|----------|---------------------------|-------------|----------|------------|------|-----------|
| 1.00 | Vehicle Trip Charge | 4/16/2020 | 708993 | \$35.00 | TRIP | \$35.00 |
| 3.00 | Material Pickup | 4/16/2020 | 708993 | \$42.00 | HOUR | \$126.00 |
| 2.00 | -200 Sieve | 4/16/2020 | 708993 | \$65.00 | EACH | \$130.00 |
| 2.00 | Atterberg Limit Test | 4/16/2020 | 708993 | \$70.00 | EACH | \$140.00 |
| 2.00 | Proctor #1-2 | 4/16/2020 | 708993 | \$185.00 | EACH | \$370.00 |
| 1.00 | Vehicle Trip Charge | 4/17/2020 | 709242 | \$35.00 | TRIP | \$35.00 |
| 3.00 | Density Testing (1-3) | 4/17/2020 | 709242 | \$42.00 | HOUR | \$126.00 |
| 1.00 | Nuclear Density Gauge | 4/17/2020 | 709242 | \$120.00 | EACH | \$120.00 |
| 1.00 | Vehicle Trip Charge | 4/20/2020 | 710344 | \$35.00 | TRIP | \$35.00 |
| 3.00 | Density Testing (4-8) | 4/20/2020 | 710344 | \$42.00 | HOUR | \$126.00 |
| 1.00 | Nuclear Density Gauge | 4/20/2020 | 710344 | \$120.00 | EACH | \$120.00 |
| 1.00 | Vehicle Trip Charge | 4/24/2020 | 712176 | \$35.00 | TRIP | \$35.00 |
| 3.00 | Density Testing (9-12) | 4/24/2020 | 712176 | \$42.00 | HOUR | \$126.00 |
| 1.00 | Nuclear Density Gauge | 4/24/2020 | 712176 | \$120.00 | EACH | \$120.00 |
| 1.00 | Material Pickup | 4/24/2020 | 712177 | \$42.00 | HOUR | \$42.00 |
| 1.00 | -200 Sieve | 4/24/2020 | 712177 | \$65.00 | EACH | \$65.00 |
| 1.00 | Atterberg Limit Test | 4/24/2020 | 712177 | \$70.00 | EACH | \$70.00 |
| 1.00 | Proctor #3 | 4/24/2020 | 712177 | \$185.00 | EACH | \$185.00 |
| 1.00 | Vehicle Trip Charge | 4/29/2020 | 714406 | \$35.00 | TRIP | \$35.00 |
| 5.00 | Concrete-Testing | 4/29/2020 | 714406 | \$42.00 | HOUR | \$210.00 |
| 4.00 | Concrete Comp. Test (1-4) | 4/29/2020 | 714406 | \$18.50 | EACH | \$74.00 |
| 4.00 | Engineering Report Review | 4/30/2020 | 0 | \$85.00 | HOUR | \$340.00 |
| 1.00 | Vehicle Trip Charge | 4/30/2020 | 714711 | \$35.00 | TRIP | \$35.00 |
| 2.00 | Cylinder Pickup | 4/30/2020 | 714711 | \$42.00 | HOUR | \$84.00 |

Previously Invoiced: \$0.00
Total This Invoice: \$2,784.00

Pay this Invoice Total: \$2,784.00

PLEASE REMIT ALL PAYMENTS TO THE CORPORATE OFFICE:

Alpha Testing, Inc.
Attn: Accounts Receivable
2209 Wisconsin St. #100
Dallas, Texas 75229

For any questions concerning this invoice, please contact our project manager for clarification.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 of 1

TO: CITY OF GRAND PRAIRIE
GRAND PRAIRIE, TX

PROJECT: LAKE RIDGE WATER REPAIR
GRAND PRAIRIE, TX

APPLICATION NO: 1 - FINAL
PERIOD FROM: 3/1/2020
TO: 6/30/2020

Distribution to:

FROM: North Texas Contracting, Inc.
4999 Keller Haslet Road
Keller, TX 76248

VIA ARCHITECT:

CONTRACT: Site Utilities
CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY | | ADDITIONS | DEDUCTIONS |
|--|---------------|-----------|------------|
| Change Orders approved in previous months by Owner | | | |
| TOTAL | | | |
| Approved this Month | | | |
| Number | Date Approved | | |
| | | \$0.00 | |
| | | | |
| TOTALS | | | |
| Net change by Change Orders | | \$0.00 | \$0.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] 6/26/2020
Date

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

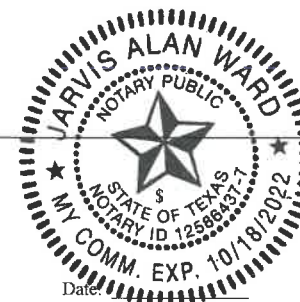
| | | | |
|----|---|----|------------|
| 1. | ORIGINAL CONTRACT SUM..... | \$ | 383,610.00 |
| 2. | Net change by Change Orders..... | \$ | - |
| 3. | CONTRACT SUM TO DATE (Line 1 +/- 2)..... | \$ | 383,610.00 |
| 4. | TOTAL COMPLETED & STORED TO DATE..... (Column G on G703) | \$ | 383,610.00 |
| 5. | RETAINAGE | | |
| a. | Completed Work retainage held 0% | \$ | - |
| | (Column D + E on G703) | | |
| b. | Stored Materials retainage held 0% | \$ | - |
| | (Column F on G703) | | |
| | Total Retainage (Line 5a + 5b or Total in Column I of G703 | \$ | - |
| 6. | TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total) | \$ | 383,610.00 |
| 7. | LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | - |
| 8. | CURRENT PAYMENT DUE..... | \$ | 383,610.00 |
| 9. | BALANCE TO FINISH, PLUS RETAINAGE | \$ | - |
| | (Line 3 less Line 6) | | |

State of: TEXAS County of: Tarrant
Subscribed and sworn to before me this 26TH day of JUNE 2020.

Notary Republic: [Signature] My Commission expires: 10/18/22

AMOUNT CERTIFIED.....
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By:
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTRACTOR: North Texas Contracting, Inc.
CONTRACT NAME: LAKE RIDGE
PAY APPLICATION NO.: 01
DATE: 03/01/20 to 6/30/2020

[illegible]

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 500592 / 02009303
 Project Title: FY20 Water Main Replacements
 Current Request: \$402,791.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Construction 68540 | \$1,000,000 | \$471,367 | | \$471,367 | \$1,000,000 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| TOTAL | \$1,000,000 | \$471,367 | \$0 | \$471,367 | \$1,000,000 |



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|------------------------|
| File #: | 20-10148 | Version: | 1 | Name: | Mowing Price Agreement |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 7/2/2020 | In control: | | In control: | Police |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Price Agreement for mowing and ground maintenance from Gardner's Lawn Care up to \$94,835.00 annually for one year with the option to renew for 4 additional one year periods totaling \$474,175.00 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: | 20123 - Bid Tabulation.pdf | | | | |

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

From

Fred Bates, Jr.

Title

Price Agreement for mowing and ground maintenance from Gardner's Lawn Care up to \$94,835.00 annually for one year with the option to renew for 4 additional one year periods totaling \$474,175.00 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Presenter

Daniel Scesney, Chief of Police,
Steve Collins, Code Compliance Manager

Recommended Action

Approve

Analysis

The City of Grand Prairie's Code Enforcement Division holds the responsibility to maintain and mow the City-owned lots (throughout the City) and maintain compliance for Code violations for tall grass, illegal dumping, and nuisances. A major part of this responsibility is handled by ground maintenance vendors that conduct these duties in a manner that meets the expectations and standards of the City. After research and holding the legally required bid process, staff is now recommending Gardner's Lawn Care to perform the required maintenance on various locations in the City.

Notice of bid #20123 was advertised in the Fort Worth Star Telegram and Public Purchase; it was distributed to

45 vendors. There were six (6) Grand Prairie vendors available for this service. Two bids were received as shown on attachment A.

The low bid received from Gardner's Lawn Care meets specifications and is recommended for award.

Financial Consideration

Funds are available in various operating 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.



Bid Tabulation
Mowing & Grounds Maintenance
RFB # 20123

| | |
|--|---|
| Gardner's Lawn Care Grand Prairie, TX | SyS Group LLC dba SySMow Grand Prairie, TX |
|--|---|

| Item | Description | Lots | Cycles Per Year | Unit Price | Extended Price | Unit Price | Extended Price |
|--|---|-------|--------------------|-----------------|---------------------|-----------------|----------------------|
| § 4.1 - City Owned Properties | | | | | | | |
| 1 | Standard developed lots - mowing & trash pickup | 5 | 6 | 30.00 | 900.00 | 33.00 | 990.00 |
| 2 | Standard undeveloped lots - mowing & trash pickup | 107 | 6 | 25.00 | 16,050.00 | 24.75 | 15,889.50 |
| 3 | Acreage - abandoned streets; 4 or more adjoining lots - mowing & trash pickup | 10 | 6 | 28.50 | 1,710.00 | 31.35 | 1,881.00 |
| | Total City Owned: | | | | 18,660.00 | | 18,760.50 |
| § 4.2 - Private Owned Properties | | | | | | | |
| 4 | Standard developed lots - mowing & trash pickup | 283 | 3 | 30.00 | 25,470.00 | 38.50 | 32,686.50 |
| 5 | Standard undeveloped lots - mowing & trash pickup | 317 | 3 | 20.00 | 19,020.00 | 27.50 | 26,152.50 |
| 6 | Developed lots in excess of 1 acre - mowing & trash pickup | 9 | 3 | 35.00 | 945.00 | 38.50 | 1,039.50 |
| 7 | Undeveloped lots in excess of 1 acre - mowing & trash pickup | 36 | 3 | \$ 30.00 | 3,240.00 | \$ 33.00 | 3,564.00 |
| | Total Private Owned: | | | | 48,675.00 | | 63,442.50 |
| § 4.3 - Illegal Dumping Sites | | | | | | | |
| 8 | Cleaning of trash and debris, per ton | 1,500 | TN | 5.00 | 7,500.00 | 15.00 | 22,500.00 |
| § 4.4 - Nuisance Abatement | | | | | | | |
| 9 | Clearing of household items, trash and debris | 500 | TN | 20.00 | 10,000.00 | 52.50 | 26,250.00 |
| 10 | Secure Buildings - hourly labor rate + cost of materials *** \$5,000 will be added to the overall contract value for this service. | 1 | LH | 75.00 | 5,000.00 | 82.50 | 5,000.00 |
| | Total Nuisance Abatement: | | | | 15,000.00 | | 31,250.00 |
| § 4.5 - Tree Trimming & Renewal | | | | | | | |
| 11 | Tree trimming and tree renewal hourly labor rate *** \$5,000 will be added to the overall contract value for this service. | 1 | LH | 75.00 | 5,000.00 | 82.50 | 5,000.00 |
| Grand Total | | | | | \$ 94,835.00 | | \$ 140,953.00 |



Legislation Details (With Text)

| | | | | | |
|----------------------|---|----------------------|---|----------------------|---|
| File #: | 20-10109 | Version: | 1 | Name: | Price Agreement with Industrial Power LLC |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 6/24/2020 | In control: | | In control: | Fleet Services |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Price Agreement for heavy-duty vehicle and equipment repair from Industrial Power, LLC through the City of Fort Worth, at an estimated annual cost of \$50,000 for one year with the option to renew for one additional one year period totaling \$100,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms | | | | |

Sponsors:

Indexes:

Code sections:

Attachments:

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

From

Venona McGee, Senior Buyer

Title

Price Agreement for heavy-duty vehicle and equipment repair from Industrial Power, LLC through the City of Fort Worth, at an estimated annual cost of \$50,000 for one year with the option to renew for one additional one year period totaling \$100,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Presenter

Jayson R. Ramirez, Fleet Services Manager

Recommended Action

Approve

Analysis

This price agreement will be used for heavy-duty vehicle and equipment repair on City vehicles and equipment on an as-needed basis.

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 City of Fort Worth.

The City of Fort Worth ITB #17-0233 was effective June 14, 2019 and will expire June 13, 2021 with one (1) renewal options remaining. Industrial Power LLC, through this contract, offers the services the City requires.

Financial Consideration

Funding is available in the FY 2019/2020 Fleet Services budget 225510-63195 for cost of outside labor and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from their years' approved



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|---|
| File #: | 20-10136 | Version: | 1 | Name: | Price Agreement for Lake Park Operations Software |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 7/1/2020 | In control: | | In control: | Parks & Recreation |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Price Agreement for Lake Park Operations software from RMS North America in the amount of \$17,687 (\$4,571 one time/implementation cost; \$13,116 Annual Maintenance) for one year with the option to renew for nine additional one year periods totaling \$135,731 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: | 20-10136 - Lake Software Exp Information Form.pdf 20-10136 LAKE SOFTWARE BID TAB.pdf | | | | |

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

From

Gary Yakesch, Assistant Director of Parks, Arts, & Recreation

Title

Price Agreement for Lake Park Operations software from RMS North America in the amount of \$17,687 (\$4,571 one time/implementation cost; \$13,116 Annual Maintenance) for one year with the option to renew for nine additional one year periods totaling \$135,731 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

Duane Strawn, Director of Parks, Arts, & Recreation

Recommended Action

Approve

Analysis

The existing software in use at the Lake Park Operations is limited to just campsite inventory and management; inasmuch as Lake Park Operations have expanded in recent years to include the development of The Lodge and Camp Store, a software package was provisioned to capture the full suite of Lake Park Operations to include campsite inventory, Cabin and Lodge management, point of sale functions for Camp Store operations, and gate operation components at both Loyd and Lynn Creek Parks.

Notice of bid #20125 was advertised in the Fort Worth Star Telegram and PublicPurchase.com; it was

distributed to forty-nine (49) vendors. There were no Grand Prairie vendors available for this commodity. Four (4) bids were received as shown on attached bid tabulation.

The award was based on best value criteria set up in the specification including price, city need, experience, references, local business presence, and other relevant criteria as listed in the specification.

RMS NorthAmerica meets specifications and is recommended for award.

This item was presented to the Finance & Government Committee on July 14,2020 for their review and approval.

Financial Consideration

Funds are available in FY 2019/2020 Lake Parks Fund (315210-61640) for computer software maintenance 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: Lake Parks Fund
Name of Fund (i.e. General Fund)

AGENCY: Lake Park Administration
Name of Department

ACCOUNTING UNIT: 315210

AVAILABLE: 61640 – Computer Software, \$6,000
Account Code, Description, and amount available

STAFF CONTACT: Stephen Bowles – Financial Analyst = Lake

VENDOR NUMBER: TBD

VENDOR NAME: RMS North America.

CONTINGENCY: None



Evaluation Score Card
Campground Reservation Software
RFB # 20125

| | | Compulabs Fort Worth | Rezplot Systems Grand Rapids MI | RMS NorthAmerica San Diego, CA | Zaui Software Vancouver, BC |
|----------------------------------|---------------|-------------------------|------------------------------------|--------------------------------------|--------------------------------|
| Evaluation Criteria | Maximum Score | Score | Score | Score | Score |
| Price | 50.00 | 21.75 | 11.37 | 50.00 | 33.51 |
| Meets City Needs | 25.00 | 5.00 | 23.33 | 25.00 | 6.67 |
| Experience | 10.00 | 2.00 | 9.33 | 10.00 | 4.00 |
| References | 10.00 | 0.00 | 9.50 | 0.00 | 10.00 |
| Local Business Presence | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total | 100.00 | 28.75 | 53.54 | 85.00 | 54.18 |
| Product Demo | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Complete and accurate bid | | ✓ | ✓ | ✓ | ✓ |
| Notes | | | | | |

Bid Tabulator: Angi Mize
 Bid Open Date: Tuesday, May 19, 2020

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

**Bid Tabulation**

Commodity Reservation Software

RFB # 20125

| | | | Compulabs Fort Worth | | Rezplot Systems Grand Rapids MI | | RMS NorthAmerica San Diego, CA | | Zau Software Vancouver, BC | |
|--------------------|---|----|-------------------------|---------------|------------------------------------|--------------|-----------------------------------|--------------|-------------------------------|---------------|
| Software/SaaS | 1 | EA | \$ 9,000.00 | \$ 9,000.00 | \$67,716.00 | \$ 67,716.00 | \$ 13,116.00 | \$ 13,116.00 | \$ 3,415.00 | \$ 3,415.00 |
| Implementation | 1 | EA | \$ 13,200.00 | \$ 13,200.00 | | \$ - | \$ 3,571.00 | \$ 3,571.00 | \$ 1,500.00 | \$ 1,500.00 |
| Training | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | | \$ - | \$ 1,000.00 | \$ 1,000.00 | | \$ - |
| Annual Maintenance | 9 | EA | \$ 16,000.00 | \$ 144,000.00 | \$67,716.00 | \$609,444.00 | \$ 13,116.00 | \$118,044.00 | \$40,980.00 | \$ 368,820.00 |
| TOTAL | | | \$ 169,200.00 | | \$677,160.00 | | \$135,731.00 | | \$ 373,735.00 | |



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|------------------------------------|
| File #: | 20-10112 | Version: | 1 | Name: | 2020 SCBA Contract |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 6/25/2020 | In control: | | In control: | City Council Development Committee |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Price agreement for Self-Contained Breathing Apparatus (SCBA) equipment, parts and maintenance from Municipal Emergency Services, Inc. (up to \$18,000) through an inter-local cooperative agreement with the City of Austin for 1 (one) year with the option to renew for four additional one year periods totaling \$90,000 and authorize the City Manager to execute up to four renewals with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | 20-10112 SCBA Annual Contract | | | | |

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

From

Mike Joy

Title

Price agreement for Self-Contained Breathing Apparatus (SCBA) equipment, parts and maintenance from Municipal Emergency Services, Inc. (up to \$18,000) through an inter-local cooperative agreement with the City of Austin for 1 (one) year with the option to renew for four additional one year periods totaling \$90,000 and authorize the City Manager to execute up to four renewals with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Presenter

Robert Fite, Fire Chief

Recommended Action

Approve

Analysis

The Fire Department will use the agreement to purchase and maintain existing equipment and to replace defective equipment at an annual approximate cost of \$18,000. The SCBA equipment provides the highest level of respiratory protection against airborne contaminants and oxygen deficiency.

State purchasing laws, Local Government Code, Chapter 271, authorize local governments to enter into joint contacts and cooperative agreements for the performance of governmental functions normally associated with the operation of government such as purchasing necessary materials and supplies.

The City approved a Master Inter-local agreement with the City of Austin, whereby the City could make use of all of that entities agreement. This communication is to notify the Council that staff would like to make use of this particular agreement and enter into an annual contract with Municipal Emergency Services, Inc. for Self-Contained Breathing Apparatus (SCBA) equipment, parts and maintenance for the initial one (1) year term and any of optional one-year renewals as executed by the City of Austin.

Financial Consideration

Funds are available in FY 2019/2020 General Fund Budget - Fire Emergency Operations (291210-63040). Funding for future fiscal years will be paid from that year's approved budgets.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

| | |
|------------------|---|
| FUND: | General Fund |
| AGENCY: | Fire Department |
| ACCOUNTING UNIT: | 291210 |
| AVAILABLE: | 63040, Other Maintenance, \$4,263.35 Account Code, Description, and amount available |
| STAFF CONTACT: | Mike Joy |
| VENDOR NUMBER: | 999 |
| VENDOR NAME: | Municipal Emergency Services, Inc. (MES) |
| CONTINGENCY: | _____ |



Legislation Details (With Text)

| | | | | | |
|----------------------|--|----------------------|---|--------------|--|
| File #: | 20-10135 | Version: | 1 | Name: | Purchase of Highway Safety and Traffic Control Products from Centerline, Inc., for \$200,000 annually through a national inter-local agreement with BuyBoard |
| Type: | Agenda Item | Status: | | | Consent Agenda |
| File created: | 7/1/2020 | In control: | | | Public Works |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Price agreement for highway safety and traffic control products from Centerline Supply, LTD through a national inter-local agreement with BuyBoard at an estimated annual cost of \$200,000 for one year with the option to renew for two additional one-year periods totaling \$600,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms. | | | | |

Sponsors:

Indexes:

Code sections:

Attachments:

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

From

Glenda C. Peterson, Street Operations Supervisor

Title

Price agreement for highway safety and traffic control products from Centerline Supply, LTD through a national inter-local agreement with BuyBoard at an estimated annual cost of \$200,000 for one year with the option to renew for two additional one-year periods totaling \$600,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms.

Presenter

Gabriel Johnson, Public Works Director

Recommended Action

Approve

Analysis

This contract will be for various City departments to utilize for the purchase of highway safety and traffic control products such as highway/traffic/parking lot products; pavement marking supplies/equipment; delineation products/object markers; road signs; fire hydrants; wheel wash systems; locking systems on an as needed basis.

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

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

Centerline Supply, LTD through their BuyBoard contract offers 10% discounts on all highway safety and traffic control devices it carries.

The BuyBoard contract began June 1, 2020 and will expire May 31, 2021.

Financial Consideration

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



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|-----------------------|
| File #: | 20-10130 | Version: | 1 | Name: | Radar System purchase |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 6/30/2020 | In control: | | In control: | Police |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Price agreement with Applied Concepts, for the purchase of 23 police vehicle speed detection radar systems, in the amount of \$52,152.50, through an Interlocal agreement price agreement with H-GAC | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Expenditure Information Form - Radar Purchase.pdf Radar Quote.pdf | | | | |

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

From

Fred Bates, Jr.

Title

Price agreement with Applied Concepts, for the purchase of 23 police vehicle speed detection radar systems, in the amount of \$52,152.50, through an Interlocal agreement price agreement with H-GAC

Presenter

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

Recommended Action

Approve

Analysis

City Council recently approved budget amendments for the purchase of police vehicles, as well as traffic safety improvements. The Police Department is seeking to purchase these in-vehicle radar systems as part of the vehicle and traffic safety improvement projects.

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

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

Applied Concepts, Inc. dba Stalker Radar's H-GAC contract # EF04-19 began April 1, 2019 and is set to expire March 31, 2021 with no additional renewal options.

Financial Consideration

Funding for a price agreement with Applied Concepts, for the purchase of 23 police vehicle speed detection radar systems, in the amount of \$52,152.50, is available in the FY 2019/2020 Red Light Safety Fund budget.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

| | |
|------------------|--|
| FUND: | Red Light Safety |
| AGENCY: | Police Department |
| ACCOUNTING UNIT: | 280490 |
| AVAILABLE: | 60520, Minor Equipment, \$191,426 Account Code, Description, and amount available |
| STAFF CONTACT: | Ryan Simpson |
| VENDOR NAME: | Applied Concepts, dba Stalker Radar |



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Chris Frett
972-801-4866
chrisf@a-concepts.com

Reg Sales Mgr:

Dave Lowry
972-801-4850
davel@stalkerradar.com

QUOTE
2039825

Page 1 of 1

Date: 06/10/20

Effective From : 06/10/2020

Valid Through: 09/08/2020

Lead Time: 21 working days

| | | | |
|--|--|---|--|
| Bill To: City of Grand Prairie Public Safety Building 1525 Arkansas Ln Grand Prairie, TX 75053-4045 | Customer ID: 750511 Ryan Simpson | Ship To: Grand Prairie Police Dept 1525 Arkansas Ln Grand Prairie, TX 75052 | UPS Ground Sr Financial Analyst Ryan Simpson |
|--|--|---|--|

| Grp | Qty | Package | Description | Wrnty/Mo | Price | Ext Price |
|-----|-----|-------------|-------------------------------|----------|------------|-------------|
| 1 | 23 | 805-0022-00 | Dual - 2 Antenna Radar System | 36 | \$2,250.00 | \$51,750.00 |

| Ln | Qty | Part Number | Description | Price | Ext Price |
|----|-----|-------------|--|-------|-----------|
| 1 | 23 | 200-0998-40 | Dual Enhanced Counting Unit, 1.5 PCB, FCC Filtered | | \$0.00 |
| 2 | 23 | 200-0996-30 | Dual Modular Display,Bright LEDs | | \$0.00 |
| 3 | 46 | 200-1237-35 | Dual Ka Antenna | | \$0.00 |
| 4 | 23 | 200-0920-00 | Dual SL Remote Control w/Screw Latch | | \$0.00 |
| 5 | 23 | 200-0769-00 | 25 MPH/40 KPH KA Tuning Fork | | \$0.00 |
| 6 | 23 | 200-0770-00 | 40 MPH/64 KPH KA Tuning Fork | | \$0.00 |
| 7 | 23 | 200-0345-00 | Counting Unit/Display Short Dash Mount | | \$0.00 |
| 8 | 23 | 200-0244-00 | Antenna Dash Mount | | \$0.00 |
| 9 | 23 | 200-0245-00 | Antenna Tall Deck Mount | | \$0.00 |
| 10 | 23 | 200-0648-00 | Display Sun Shield | | \$0.00 |
| 11 | 23 | 155-2055-04 | Antenna Cable, 4 Ft | | \$0.00 |
| 12 | 23 | 155-2055-20 | Antenna Cable, 20 Ft | | \$0.00 |
| 13 | 23 | 200-0623-01 | 2015-Present Tahoe VSS w/Serial Port Cable Kit | | \$0.00 |
| 14 | 23 | 200-0820-00 | Dual Manual Kit | | \$0.00 |
| 15 | 23 | 035-0361-00 | Shipping Container, Dash Mounted Radar | | \$0.00 |
| 16 | 23 | 060-1000-36 | 36 Month Warranty | | \$0.00 |

Group Total \$51,750.00

| | | | |
|----------------------------|-------------|----------------------|--------------------|
| Product | \$51,750.00 | Sub-Total: | \$51,750.00 |
| Discount | \$0.00 | Sales Tax 0% | \$0.00 |
| Payment Terms: Net 30 days | | Shipping & Handling: | \$402.50 |
| | | Total: USD | \$52,152.50 |

Vehicle Information: 2020 Chevrolet Tahoe SUV

NOTE: The price quoted is below the HGAC EF04-19 state contract price.

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

001



Legislation Details (With Text)

| | | | | | |
|----------------------|--|----------------------|---|----------------------|---------------------------|
| File #: | 20-10079 | Version: | 1 | Name: | Price Agreement with YNIS |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 6/15/2020 | In control: | | In control: | Environmental Services |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Price agreement for education and promotional products from You Name It Specialties through a national inter-local agreement with BuyBoard at an estimated annual cost of \$60,000 for one year with the option to renew for two additional one-year periods totaling \$180,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms | | | | |

Sponsors:

Indexes:

Code sections:

Attachments: [YNIS PBHL.pdf](#)
[YNIS WINS.pdf](#)

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

From

Cindy Mendez, Environmental Quality Manager

Title

Price agreement for education and promotional products from You Name It Specialties through a national inter-local agreement with BuyBoard at an estimated annual cost of \$60,000 for one year with the option to renew for two additional one-year periods totaling \$180,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Presenter

Cindy Mendez, Environmental Quality Manager

Recommended Action

Approve

Analysis

This contract will be for the Environmental Quality Division to utilize for the purchase of educational and promotional products on an as needed basis.

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.

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

The BuyBoard contract began 7/1/19 and will expire on 6/30/22.

Financial Consideration

Funds are available from the FY 2019/2020 General Fund Environmental Quality and the FY 2019/2020 Water Wastewater Fund.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: GENERAL (PHBL)

AGENCY: ENVIRONMENTAL QUALITY

ACCOUNTING UNIT: 301010

AVAILABLE: 61080 Public Information \$22,000
Account Code, Description, and amount available

STAFF CONTACT: Cindy Mendez

VENDOR NUMBER: 20532

VENDOR NAME: You Name It Specialties

CONTINGENCY: _____

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: WATER (WINS)

AGENCY: ENVIRONMENTAL QUALITY

ACCOUNTING UNIT: 303010

AVAILABLE: 61080 Vector Acct. \$30,000.00
Account Code, Description, and amount available

STAFF CONTACT: Cindy Mendez

VENDOR NUMBER: 20532

VENDOR NAME: You Name It Specialties

CONTINGENCY: _____



Legislation Details (With Text)

| | | | | | |
|----------------------|--|----------------------|---|----------------------|--|
| File #: | 20-10147 | Version: | 1 | Name: | Emergency Vehicle Installation Price Agreement |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 7/2/2020 | In control: | | In control: | Police |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Price Agreement for emergency vehicle equipment installation from Dana Safety, at an estimated annual cost of up to \$300,000 for one year with two additional one-year renewals, totaling \$900,000 if all extensions are authorized, through a national Interlocal Agreement with BuyBoard | | | | |

Sponsors:

Indexes:

Code sections:

Attachments:

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

From

Fred Bates, Jr.

Title

Price Agreement for emergency vehicle equipment installation from Dana Safety, at an estimated annual cost of up to \$300,000 for one year with two additional one-year renewals, totaling \$900,000 if all extensions are authorized, through a national Interlocal Agreement with BuyBoard

Presenter

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

Recommended Action

Approve

Analysis

This Price Agreement will be for the installation of emergency vehicle equipment required for make-ready status for all new vehicle purchases and any replacements and upgrades to equipment used on existing emergency vehicles. Some of the more common equipment includes vehicle light bars, cages for squad cars, and sirens. This contract will be utilized by the Police, Fire, Public Works, and other various City Departments, as needed.

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

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

include hundreds of school districts, municipalities, counties, other local governments, and nonprofits across Texas. They use the power of numbers as leverage to get better prices with the same vendors we use now.

BuyBoard Contract# 603-20 was effective April 1, 2020 and expires March 31, 2023. Dana Safety, through this contract, offers the installation services the City requires.

Financial Consideration

Funds are available in various operating 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.



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|--|
| File #: | 20-10105 | Version: | 1 | Name: | K-FORCE, INC IT Temporary Staffing- Renewal FY 2020/2021 |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 6/23/2020 | In control: | | In control: | Information Technology |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Renew a price agreement for IT Temporary Personnel from K-Force Inc. at an estimated annual amount of \$210,000 for the renewal term through a national interlocal agreement with DIR | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | K-FORCE INC -IT TEMP PERSONNEL | | | | |

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

From

Keshnel Penny, Chief Information Officer

Title

Renew a price agreement for IT Temporary Personnel from K-Force Inc. at an estimated annual amount of \$210,000 for the renewal term through a national interlocal agreement with DIR

Presenter

Keshnel Penny, Chief Information Officer

Recommended Action

Approve

Analysis

The Information Technology Department uses temporary staffing for a variety of reasons including contract-for-hire in vacant positions, temporary workload spikes, and special products on an as needed basis.

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

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

The DIR Contract #DIR-TSO-3509 began August 5, 2016 and allows the City to continue using the agreement through August 4, 2021.

Financial Consideration

Funding is available in FY 2019/2020 General Fund, Information Technology budget 151010 (IT Admin) 61465 (Temporary Personnel Services), and will be charged accordingly.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

| | |
|------------------|---------------------------------------|
| FUND: | IT- TEMPORARY PERSONNEL SERVICES |
| AGENCY: | INFORMATION TECHNOLOGY |
| ACCOUNTING UNIT: | 151010 (IT ADMINISTRATION) |
| AVAILABLE: | 61465 TEMPORARY PERSONNEL SERVICES |
| STAFF CONTACT: | KESHNEL PENNY |
| VENDOR NUMBER: | 8882 |
| VENDOR NAME: | K-FORCE INC. |
| CONTINGENCY: | NONE |



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|--------------|---|
| File #: | 20-9892 | Version: | 1 | Name: | Final Reconciliation:Construction contract with Excel 4 Construction LLC for FY19 Water and Wastewater Improvements |
| Type: | Agenda Item | Status: | | | Consent Agenda |
| File created: | 4/1/2020 | In control: | | | Engineering |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Final Reconciliation Change Order/Amendment #6 with Excel 4 Construction, LLC in the negative amount of \$173,499.00 for the FY19 Water and Wastewater Improvements | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Letter of Recommendation - W.E. Roberts.pdf 17-6911 WE Roberts.pdf | | | | |

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

From

Maxine Snow

Title

Final Reconciliation Change Order/Amendment #6 with Excel 4 Construction, LLC in the negative amount of \$173,499.00 for the FY19 Water and Wastewater Improvements

Presenter

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

Recommended Action

Approve

Analysis

On October 16, 2018 the City Awarded a construction contract to Excel 4 Construction, LLC in the amount of \$1,234,327 and a total project cost of \$1,375,499.20

This project provided for Water and /or wastewater replacements in San Antonio, SW 5th, N.E 15th street, Carrier Place, GSW Pkwy and Finland.

The current final reconciliation Amendment/Change Order No. 6 allows for final quantity adjustments.

Amendment/Change order No. 5 approved administratively on December 18, 2019 in the net amount of \$32,028.81 provided for additional water and wastewater services on SW 5th, Finland Ave, Carrier Pl and San Antonio Streets.

Amendment/Change order No. 4 approved administratively on August 19, 2019 was for a time extension only.

Amendment/Change order No. 3 approved by Council on May 21, 2019 (19-8972) in the net amount of \$18,154 provided for a total increase of \$24,994 for 213 LF of 8" Wastewater pipe replacement by open-cut and method and a total decrease of \$6,840 for 114 LF 8" wastewater pipe by pipe bursting method.

Amendment/Change order No. 2 approved administratively on May 13, 2019 in the net amount of \$10,775 provided for sanitary sewer point repairs for trenchless pipe installation, Concrete paving repairs section per TxDot details and manhole adjustments.

Amendment/Change order No. 1 approved administratively on March 8, 2019 in the net amount of \$5,000 provided for Barricading and Traffic control for Carrier Place location.

Financial Consideration

State statutes require City Council approval of a change order when the cumulative cost of the change order exceeds \$50,000. The project is complete, however the final reconciliation change order/amendment exceeded the \$50,000 threshold.

No additional funding is required for this final reconciliation amendment/change order #6, project funding was provided as follows:

Water - Water Capital Projects Fund (500592) WO #01910903 (FY19 Water Main Replacements)

Wastewater - Wastewater Capital Projects Fund (500692) WO #01912303 (FY19 Wastewater Main Replacements)



MEMORANDUM

TO: Romin Khavari, P.E., City Engineer
FROM: Craig Alexander, P.E., Engineer
DATE: June 30, 2017



SUBJECT: Recommendation of Award for W.E. Roberts St. Water and Wastewater Improvements W.O # 617.114

Competitive sealed proposals for the referenced project were received and opened publicly on Tuesday, June 6, 2017 at the City of Grand Prairie. A total of four (4) proposals were received. Below is a summary of qualified proposals and their respective proposed contract amounts:

| Contractor | Total Bid |
|----------------------------|---------------|
| Excel 4 Construction LLC | \$ 375,319.00 |
| KIK Underground LLC | \$ 481,501.00 |
| SYB Construction Co., Inc. | \$ 576,470.00 |
| Reytech Services LLC | \$ 697,125.50 |

Excel 4 Construction LLC was the low of the four proposers with a total bid of \$375,319.00 and 180 calendar days to complete the project. We checked the proposals for errors and omissions and found one on Reytech Services LLC's proposal, but it did not affect the overall price results.

An evaluation committee representing City Engineering and Public Works staff convened, reviewed, and evaluated the submitted proposals based on the evaluation criteria set forth by the competitive sealed proposal method of procurement. Evaluation criteria included proposed contract price, experience of the proposer with similar projects, experience and qualifications of key personnel, project methodology and schedule, past experience with the owner, proposed subcontractors, and financial stability. Based on the attached committee rankings of the aforementioned criteria, Excel 4 Construction LLC was the selected proposer with the highest total average ranking score of 87.20 points as compared to 78.20 points for SYB Construction Co., Inc.

We contacted the following references for Excel 4 Construction LLC and received favorable reviews for the work they performed and/or are currently performing for these entities on similar type projects. Most responded that Excel 4 Construction LLC's quality of work is very good and satisfactory and they had enough crews on the job and stayed on schedule. Most responses also noted their staff is responsive and easy to work with throughout the duration of projects.

| | | |
|--------------------|----------------|--------------|
| • City of Rockwall | Scott Schenkel | 214-549-6944 |
| • City of Euless | Allen Harts | 817-685-1580 |
| • City of Bedford | Patrick Martin | 817-952-2200 |

Based on our evaluation ranking of proposers, Staff recommends that the project consisting of **W.E. Roberts St. Water and Wastewater Improvements W.O #617.114** be recommended to the City Council for award to Excel 4 Construction LLC.

Attachments: Bid Tabs, List of References, Qualification Evaluation Summary Sheet

cc: Bill Crolley, Assistant City Manager
Steve Norwood, Director of Planning & Development
Ron McCuller, Director of Public Works
Romin Khavari, City Engineer
George Fanous, Senior Civil Engineer
Doug Bevens, Chief Engineering Inspector
Robert Barron, Senior Engineering Inspector
Jim Siddall, Water Utilities Director
Barry Walsh, Wastewater Utilities Crew Leader/Supervisor
Don Postell, City Attorney
Steve Alcorn, Assistant City Attorney
Maxine Snow, Administrative Supervisor

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 500692 / 01711403
 Project Title: FY17 WWMP POP
 Current Request: \$425,274.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Books, Maps (60040) | \$1,146 | \$1,146 | \$0 | \$1,146 | \$1,146 |
| Construction (68540) | \$461,431 | \$461,431 | \$0 | \$461,431 | \$461,431 |
| Eng/Con/Geo (68560) | \$12,423 | \$12,423 | \$0 | \$12,423 | \$12,423 |
| Labor (68999) | \$25,000 | \$25,000 | \$0 | \$25,000 | \$25,000 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | \$0 | \$0 |
| TOTAL | \$500,000 | \$500,000 | \$0 | \$500,000 | \$500,000 |



Legislation Details (With Text)

| | | | | | |
|----------------------|--|----------------------|---|--------------|--|
| File #: | 20-9984 | Version: | 1 | Name: | Professional design services contract with Komatsu Architecture in the amount of \$70,686.00 for programming, planning, design, documentation and construction administration services for all scope of work associated with renovations to the existing Water U |
| Type: | Agenda Item | Status: | | | Consent Agenda |
| File created: | 5/13/2020 | In control: | | | Engineering |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Professional design services contract with Komatsu Architecture in the amount of \$70,686 for programming, planning, design, documentation and construction administration services for all scope of work associated with renovations to the existing Water Utility Customer Service office space and previous City Manager office area located in City Hall West. | | | | |

Sponsors:

Indexes:

Code sections:

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

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

From

Maxine Snow

Title

Professional design services contract with Komatsu Architecture in the amount of \$70,686 for programming, planning, design, documentation and construction administration services for all scope of work associated with renovations to the existing Water Utility Customer Service office space and previous City Manager office area located in City Hall West.

Presenter

Andy Henning, Senior Building and Construction Projects Manager

Recommended Action

Approve

Analysis

Based on the goal of improving facility security by creating one public entry to the overall City Hall complex, the current renovations of City Hall East include a transaction position that two Water Utility Customer Service staff members will occupy. Therefore, once the City Hall East renovation work is complete this fall, the current Water Utility Customer Service walk-in lobby will no longer be required. The elimination of the existing lobby and multiple transaction windows will allow an opportunity to achieve additional office space that is currently a critical need. In addition, two existing non-compliant employee restrooms will be renovated to achieve all current code requirements for their use. The final portion of work will entail creating a breakout conference room space for City Council Chambers in the area where the City Manager office previously existed prior to

relocation to City Hall Central.

Because Komatsu Architecture was responsible for the successful work associated with the previous City Hall West Council Briefing Room and Council Chambers renovation work, Komatsu Architecture was asked to submit a fee proposal for the latest renovation work desired by the City for consideration and recommendation to City Council.

Komatsu Architecture submitted a fee proposal in the amount of \$70,686.00 which provides programming, planning, design, documentation and construction administration services for all scope of work associated with renovations to the existing Water Utility Customer Service office space and previous City Manager office area located in City Hall West. This amount includes all anticipated design consultants and reimbursable expenses. In addition to the fee proposal provided by Komatsu Architecture, staff is recommending a 5% owner design contingency in the amount of \$3,534.00 resulting in a total request of \$74,220.00.

This item was taken to the Finance and Government Committee on July 14, 2020 for their review and recommendation for approval.

Financial Consideration

Funding for the Professional design services contract with Komatsu Architecture and owner design contingency, in the total amount of \$74,220.00, is available in FY 2019/2020 Water Wastewater Fund, Revenue Management REVN (361010) Professional Services (61039).

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: ___Water Revenue Management REVN___

AGENCY: ___Water Revenue Management REVN___

ACCOUNTING UNIT: ___361010___

AVAILABLE: __61039 , Professional Services, \$75,686___
Account Code, Description, and amount available

STAFF CONTACT: ___Andy Henning___

VENDOR NUMBER: ___2151___

VENDOR NAME: ___Komatsu Architecture___

CONTINGENCY: _____



Legislation Details (With Text)

File #: 20-10065 **Version:** 1 **Name:** Software Agreement & Related Purchases Hyland, LLC.
Type: Agenda Item **Status:** Consent Agenda
File created: 6/9/2020 **In control:** Information Technology
On agenda: 7/14/2020 **Final action:**

Title: Software Agreement and related purchases with Hyland, LLC for the license conversion, upgrade services and annual support of our Perceptive Content (ImageNow) software system, with an estimated cost of \$85,020 (\$40,000 one-time cost; \$45,019.20 annually recurring), for a total of \$265,095.00 over five years through a national interlocal agreement with OMNIA Partners an authorize the City Manager to execute any 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. Renewal periods beyond the five specified can be authorized however will require additional City Council approval

Sponsors:

Indexes:

Code sections:

Attachments: [HYLAND LLC BUDGET EXPENDITURE FORM](#)

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

From

Keshnel Penny, Chief Information Officer

Title

Software Agreement and related purchases with Hyland, LLC for the license conversion, upgrade services and annual support of our Perceptive Content (ImageNow) software system, with an estimated cost of \$85,020 (\$40,000 one-time cost; \$45,019.20 annually recurring), for a total of \$265,095.00 over five years through a national interlocal agreement with OMNIA Partners an authorize the City Manager to execute any 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. Renewal periods beyond the five specified can be authorized however will require additional City Council approval

Presenter

Keshnel Penny, Chief Information Officer

Recommended Action

Approve

Analysis

The City has used Perceptive Content (ImageNow) Software in our Police, Fire, Human Resources, Finance and many other Departments since 2009. Since its first implementation, the City has been pleased with Hyland's document repository and retention product, and recommends this cooperative contract purchase to

upgrade to the latest version.

This agreement has an annual value less than \$50,000, however; because the cumulative cost with renewals of the contract exceeds \$50,000, staff is asking that City Council approve and authorize the City Manager to execute the agreement and future renewal options (up to five one-year renewal periods.). Additional renewal periods beyond the five specified can be authorized, however; will require additional City Council approval.

Financial Consideration

Funds available in FY 2019/2020 IT Software Budget 151010-63165, 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 years approved budget.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

| | |
|------------------|---|
| FUND: | IT- SOFTWARE |
| AGENCY: | INFORMATION TECHNOLOGY |
| ACCOUNTING UNIT: | 151010 |
| AVAILABLE: | 63165- IT SOFTWARE MAINTENANCE- \$932,751.37 Account Code, Description, and amount available |
| STAFF CONTACT: | KESHNEL PENNY |
| VENDOR NUMBER: | 10598 |
| VENDOR NAME: | HYLAND, LLC. |
| CONTINGENCY: | NONE |



Legislation Details (With Text)

| File #: | 20-10071 | Version: | 1 | Name: | Netsync VNX Renewal: ProSupport 4HR/MC Hardware Support |
|-----------------------|---|----------------------|--------|----------------------|---|
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 6/15/2020 | In control: | | In control: | Information Technology |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Hardware support and maintenance renewal for Dell EMC VNX data storage unit, and 2 Dell EMC Isilon data storage units; this Pro Support 4HR/MC is for City Hall and Public Safety Building Data centers from Netsync Network Solution in the amount of \$139,673, through the national interlocal agreements with DIR | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | NETSYNC VNX RENEWAL PROSUPPORT 4HR-MC HARDWARE SUPPORT BUDGET | | | | |
| Date | Ver. | Action By | Action | | Result |

From

Keshnel Penny, Chief Information Officer

Title

Hardware support and maintenance renewal for Dell EMC VNX data storage unit, and 2 Dell EMC Isilon data storage units; this Pro Support 4HR/MC is for City Hall and Public Safety Building Data centers from Netsync Network Solution in the amount of \$139,673, through the national interlocal agreements with DIR

Presenter

Keshnel Penny, Chief Information Officer

Recommended Action

Approve

Analysis

It is essential for the City of Grand Prairie to renew the hardware support on the Dell EMC VNX data storage unit and 2 Dell EMC Isilon data storage units. These units are the storage resources for Security Cameras videos, Server back-ups, Emails, and Files. To be cost efficient, and to ensure the available of mission critical data and resources, we must keep these equipment under warranty.

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

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

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

Financial Consideration

Funding for the hardware support renewal, in the amount of \$139,673, is available in the FY 2019/2020 General Fund, IT Budget 151010 (IT Administration) 63170 (Enterprise Computer Hardware Maintenance)

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

| | |
|------------------|---|
| FUND: | IT- SOFTWARE |
| AGENCY: | INFORMATION TECHNOLOGY |
| ACCOUNTING UNIT: | 151010- IT ADMINISTRATION |
| AVAILABLE: | 63170 ENTERPISE COMPUTER HARDWARE MAINT \$153, 271.31 |
| STAFF CONTACT: | KESHNEL PENNY |
| VENDOR NUMBER: | 21782 |
| VENDOR NAME: | NETSYNC NETWORK SOLUTIONS |
| CONTINGENCY: | NONE |



Legislation Details (With Text)

| | | | | | |
|----------------------|---|----------------------|---|--------------|---|
| File #: | 20-10134 | Version: | 1 | Name: | Approve a Software Licensing Agreement with TDC Group, Inc., a sole source provider, for Freeance for Cityworks and annual maintenance (\$10,500 annually). |
| Type: | Agenda Item | Status: | | | Consent Agenda |
| File created: | 7/1/2020 | In control: | | | Public Works |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Software Licensing Agreement with TDC Group, Inc., a sole source provider, for Freeance for Cityworks and annual maintenance (\$10,500 annually) for one year with the option for four additional one-year renewal periods totaling \$52,500 if all extensions are authorized and authorize the City Manager to execute any renewal options with aggregate 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: [20-10134 FREEANCE Expenditure Information Form.pdf](#)

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

From

Glenda C. Peterson, Street Operations Supervisor

Title

Software Licensing Agreement with TDC Group, Inc., a sole source provider, for Freeance for Cityworks and annual maintenance (\$10,500 annually) for one year with the option for four additional one-year renewal periods totaling \$52,500 if all extensions are authorized and authorize the City Manager to execute any renewal options with aggregate 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

Gabe Johnson, Public Works Director

Recommended Action

Approve

Analysis

The City has used our Cityworks software in the Public Works Department for over fifteen years. This software maintains issuance and dispatching of service request and work orders for our Street Services Division. Freeance for Cityworks is a mobile application specifically created to allow personnel to use their mobile devices for work order dispatching, uploading photos, tracking equipment, labor and materials while in the field.

This agreement has an annual value less than \$50,000, however because the cumulative cost with renewals of the contract exceeds \$50,000, staff is asking that City Council approve and authorize the City Manager to execute the agreement and future renewal options.

Local government code 252 provides an exemption from the competitive bid process when the goods or services purchased by a municipality are from a sole source. As such, TDC Group's Freeance mobile application is the only application providing the features and functions the City requires.

Financial Consideration

Funding for the Software Licensing Agreement with TDC Group, Inc. is available in the FY 2019/2020 Information Technologies budget (151010) IT Administration, (63165) Computer Software Maintenance, and will be charged accordingly on orders through the end of the current fiscal year. Funding for the future fiscal years will be paid from that year's approved budgets.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

| | |
|------------------|---|
| FUND: | General Fund |
| AGENCY: | Public Works / Street Services through Information Technology |
| ACCOUNTING UNIT: | 151010 (IT Administration) |
| AVAILABLE: | 63165 (Computer Software Maintenance) @ \$812,803 as of June 30, 2020 (MP) |
| STAFF CONTACT: | Dane Stovall, Street Services Manager |
| VENDOR NUMBER: | New Vendor |
| VENDOR NAME: | TDG Group, Inc. |
| CONTINGENCY: | None |



Legislation Details (With Text)

| | | | | | |
|----------------------|---|----------------------|---|--------------|--|
| File #: | 20-10146 | Version: | 1 | Name: | Purchase and installation of all network infrastructure required for the revised routing of existing City of Grand Prairie, AT&T and Spectrum fiber optic cabling for EpicCentral (City Phase) |
| Type: | Agenda Item | Status: | | | Consent Agenda |
| File created: | 7/2/2020 | In control: | | | Engineering |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Purchase and installation of all network infrastructure required for the revised routing of existing City of Grand Prairie, AT&T and Spectrum fiber optic cabling. This work is associated with the initial construction scope of work for the EpicCentral (City Phase) project in which Esplanade Drive will be removed within the project site. Labor will be procured through Gardner Telecommunications, Inc. (GTI) in the amount of \$64,320; ground boxes will be procured through Dynamic Vision Co. in the amount of \$13,078, and conduit will be procured from Graybar Electric Company, Inc. in the amount of \$13,088.10 for an overall project cost of \$90,486.10 | | | | |

Sponsors:

Indexes:

Code sections:

Attachments: [Capital Projects Budget Summary.pdf](#)

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

From

Max

Title

Purchase and installation of all network infrastructure required for the revised routing of existing City of Grand Prairie, AT&T and Spectrum fiber optic cabling. This work is associated with the initial construction scope of work for the EpicCentral (City Phase) project in which Esplanade Drive will be removed within the project site. Labor will be procured through Gardner Telecommunications, Inc. (GTI) in the amount of \$64,320; ground boxes will be procured through Dynamic Vision Co. in the amount of \$13,078, and conduit will be procured from Graybar Electric Company, Inc. in the amount of \$13,088.10 for an overall project cost of \$90,486.10

Presenter

Andy Henning, Senior Building and Construction Projects Manager

Recommended Action

Approve

Analysis

The EpicCentral project will require a significant network infrastructure consisting of low voltage fiber optic cabling for voice, data and security provisions throughout the project. The proposal received from GTI includes providing installation labor and equipment, owner training, testing and commissioning of all systems to ensure proper operation. This vendor has worked with the City of Grand Prairie previously on numerous city projects and city staff has been pleased with their work and partnership throughout projects.

Gardner Telecommunications, Inc. (GTI) through their price agreement # 18040, approved by City Council on April 3, 2018, is able to provide the labor of this project.

Dynamic Vision through their price agreement # 20038, approved by City Council on January 7, 2020, offers the ground boxes for this project.

Graybar Electric Company, Inc. through their Omnia Partners contract # EV2370 offers the conduit for this project.

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

OMNIA Partners, Public Sector is the premier purchasing organization for state and local government, K-12 education, colleges and universities. All contracts available have been competitively solicited and publicly awarded by a government entity serving as the lead agency while utilizing industry best practices and processes. With the most experienced team in cooperative procurement and supply chain management, OMNIA Partners, Public Sector has the expertise to help public organizations achieve their strategic goals.

The Omnia Partners contract# EV2370 began February 1, 2018 and will expire January 31, 2023, with three (3) additional two-year extensions.

Financial Consideration

Funding in the amount of \$90,486.10 is available in EPIC Central Capital Projects Fund (360093) WO# EPICCLST (Epic Central Streets)

CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 360093 / EPICCLST
Project Title: Epic Central - STREETS
Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Eng/Design 68450 | \$300,000 | \$300,000 | \$0 | \$300,000 | \$300,000 |
| Construction 68540 | \$2,700,000 | \$2,638,600 | \$0 | \$2,638,600 | \$2,700,000 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| TOTAL | \$3,000,000 | \$2,938,600 | \$0 | \$2,938,600 | \$3,000,000 |



Legislation Details (With Text)

File #: 20-10081 **Version:** 1 **Name:** ILL grant
Type: Agenda Item **Status:** Consent Agenda
File created: 6/15/2020 **In control:** Marketing/Communications
On agenda: 7/14/2020 **Final action:**
Title: Authorization for submission of a grant application to the Texas State Library and Archives Commission for InterLibrary Loans (ILL)
Sponsors:
Indexes:
Code sections:
Attachments:

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

Title

Authorization for submission of a grant application to the Texas State Library and Archives Commission for InterLibrary Loans (ILL)

..Analysis

The Texas State Library and Archives Commission offers an annual grant to reimburse at the end of the fiscal year for Grand Prairie Library material loaned to other libraries in the state through its Interlibrary Loan program. For example, if a person in Bacon, Texas, wants the book *Bacon Nation: 125 Irresistible Recipes*, and their local library doesn't have it, a request goes out to all participating library systems in Texas. If we have it and lend it, we would be reimbursed for that through the ILL program. And, visa versa, if a GPLS customer wants a book we do not have, we can get it for them anywhere in Texas from another library system.

Your GPLS has participated in the state's ILL program for decades and would like to continue to offer this valuable service to our customers.

Presenter

Amy Sprinkles, Marketing, Communication and Libraries Director

Recommended Action

Approve

From

Amy Sprinkles

Financial Consideration

The reimbursements are usually less than \$1,000 and deposited into the library's general fund other contributions revenue line item 321310-46010.



Legislation Details (With Text)

File #: 20-10088 **Version:** 1 **Name:** Appointment of Greg Giessner to the CCPD Board
Type: Agenda Item **Status:** Consent Agenda
File created: 6/17/2020 **In control:** City Secretary
On agenda: 7/14/2020 **Final action:**
Title: Appointment of Council Member Greg Giessner to the Crime Control and Prevention District Board
Sponsors:
Indexes:
Code sections:
Attachments:

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

From

Cathy DiMaggio

Title

Appointment of Council Member Greg Giessner to the Crime Control and Prevention District Board

Presenter

Cathy DiMaggio

Recommended Action

Approve

Analysis

The traditional make up of the 7-member Crime Control and Prevention District Board is the City Council minus the Mayor and the Mayor Pro Tem. Since Jorja Clemson has been appointed Mayor Pro Tem, Council needs to replace her on the CCPD Board.

Financial Consideration

NA



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|---|
| File #: | 20-10100 | Version: | 1 | Name: | Professional Service with Freese & Nichols, Inc. - Dorchester Levee Pump Station |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 6/18/2020 | In control: | | In control: | Engineering |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Professional Services Contract with Freese & Nichols, Inc. for the engineering design of upgrades to the Dorchester Levee Pump Station in the total amount of \$69,700 | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Dorchester Levee Emergency Generator.pdf Expenditure Information Form.pdf | | | | |

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

From

Max

Title

Professional Services Contract with Freese & Nichols, Inc. for the engineering design of upgrades to the Dorchester Levee Pump Station in the total amount of \$69,700

Presenter

Noreen Housewright, Stormwater Manager

Recommended Action

Approve

Analysis

The State of Texas received a Presidential Disaster Declaration, DR-4272, following severe storms and flooding in May-June 2016. The Presidential Disaster Declaration allocated federal funding through the Hazard Mitigation Grant Program (HMGP) managed by the Federal Emergency Management Agency (FEMA) to communities in Texas impacted by the disaster. Although not directly impacted by these flooding events, the City is an eligible applicant for this grant opportunity.

The HMGP grant includes an allocation of funding for initiative projects, including generators. The City of Grand Prairie previously pursued two HMGP grants for a generator at the Dorchester Levee. The HMGP program received more funding requests than available funding and the project was not funded. The Stormwater Department, Streets Department and the Office of Emergency Management resubmitted the project to DR-4272 this year and was approved for partial funding.

As a stipulation of the DR-4272, the City is responsible for the engineering design of upgrades funding to the Dorchester Levee Pump Station. The firm of Freese & Nichols, Inc. was selected for their expertise in this field

and previous work on the project.

The scope of engineering design work for the Dorchester Levee Pump Emergency Generator Addition design will include the addition of a new diesel-fired emergency generator, with sound attenuated enclosure, a fuel tank on site at the existing pump station, SCADA upgrades to incorporate the emergency generator into the system, and the associated connections between the new emergency generator and existing pump station. The new emergency generator will be sized to operate the full load of the pump station, including one 75 horsepower (hp) pump, two 150 hp pumps, and the pump station ancillary loads. The new emergency generator will provide 480V power to the pump station through the existing automatic transfer switch in the case of an electrical utility power failure. SCADA system upgrades will be coordinated with the existing Grand Prairie SCADA System.

Financial Consideration

Funding for a Professional Services Contract with Freese & Nichols, Inc. for the engineering design of upgrades to the Dorchester Levee Pump Station, in the amount of \$69,700, is available in the Storm Water Utility Fund (233010) Eng/Con/Geo (68560)

Attachment SC

Specific Scope of Work for the Dorchester Levee Pump Emergency Generator Addition

General – This scope of work is based upon the design of upgrades to the Dorchester Levee Pump Station. Upgrades will include the addition of a new diesel-fired emergency generator, with sound attenuated enclosure, a fuel tank on site at the existing pump station (PS), SCADA upgrades to incorporate the emergency generator into the system, and the associated connections between the new emergency generator and existing pump station (PS). Land acquisition is not included in this scope.

The new emergency generator will be sized to operate the full load of the pump station, including one 75 horsepower (hp) pump, two 150 hp pumps, and the PS ancillary loads. The new emergency generator will provide 480V power to the PS through the existing automatic transfer switch in the case of an electrical utility power failure. SCADA system upgrades will be coordinated with the existing Grand Prairie SCADA System.

The OWNER shall provide the following items for the development of the Project:

- Pay for all fees, permits, mitigation cost, utilities, and electric power service costs
- Project inspection
- Coordinate start-up activities for electrical

Basic Services – FNI will provide the following as part of the Basic Services of the Project:

1. PROJECT MANAGEMENT:

- a. Attend a kick-off meeting to clarify OWNER'S requirements for the project, review pertinent data, review project staffing and organization, and present the initial work plan and schedule.
- b. Provide administration and management of The Project. Review ongoing activities of all parties. Monitor schedule monthly. Monitor and update budget at milestones.
- c. Provide monthly update reports which include the following:
 - i. Status of the work
 - ii. Major tasks to be completed in the next month
 - iii. Discussion of major issues
 - iv. Scope changes to project scope or Engineer's scope
 - v. Project budget update (if major changes since the last update)
 - vi. Project schedule update (if major changes since the last update)
 - vii. Status of deliverables

2. Design Phase

- a. Review existing drawings and layouts provided by OWNER to understand requirements of site and limitations.
- b. Perform one site visit to confirm existing site layout.

- c. Coordinate with generator vendors for layouts, pricing and delivery schedules.
 - d. Furnish necessary information to utility companies whose facilities may be affected, or services may be required for the Project.
 - e. Prepare structural design of a generator slab with turned down edges.
 - f. Prepare 70% plans, specifications, contract documents, Opinions of Probable Costs (OPCC), designs, and layouts of improvements to be constructed.
 - g. Perform one site visit to answer questions brought up during 70% design phase.
 - h. Submit plans, specifications, contract documents, and OPCC to the OWNER.
 - i. 70% Review: Furnish four copies of the preliminary 70% plans, specifications, and OPCC.
 - i. Documents will include drawing sheets and specifications with some minor corrections or notes
 - ii. FNI will meet with OWNER to present plans, specifications, and OPCC and receive comments.
 - j. Update 70% plans, specifications, and OPCC based on workshop comments.
 - k. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
 - l. Prepare 95% plans, specifications, contract documents, and OPCC, and bid proposal forms.
 - m. Perform one site visit to answer questions brought up during 95% design phase.
 - n. 95% Review: Furnish four copies of preliminary 95% plans, specifications, OPCC, and bid proposals.
 - i. Review documents will include all drawing sheets and specifications with some minor corrections and notes remaining.
 - ii. FNI will meet with OWNER to present plans, specifications, and OPCC and receive comments
 - o. Upon final approval by OWNER, FNI will complete the plans and specifications and provide OWNER four (4) sets of copies of "Final" plans and specifications.
3. **Bid Phase** – After completion of the design services and approval of "Final" drawings and specifications by OWNER, CONSULTANT will proceed with the performance of services in this phase as follows:
- a. Assist Owner in securing bids. Advertise the project on CIVCAST and issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.
 - b. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 - c. Assist Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information 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 Owner.

Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service. Assist in a similar manner if Competitive Sealed Proposals are used as the procurement method.

- d. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
 - e. Assist Owner in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
 - f. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
4. **Construction Phase** – Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI 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.
- a. Assist Owner in conducting pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
 - b. Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
 - c. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review up to 12 construction 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 projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

- d. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
- e. Make four site visits at a rate of once per month appropriate to the stage of construction to the site (as distinguished from the continuous services of a Grand Prairie Inspection) 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 FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site more than the specified number are an additional service.
- f. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
- g. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- h. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
- i. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim based on information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
- j. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.

- k. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Owner in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work more than two trips are an additional service.
- l. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to Owner.

Additional Services – Additional services shall include:

1. Screen Wall around Generator.
2. Construction phase review during aforementioned items.
3. Geotechnical exploration.
4. Environmental permitting.

Schedule – This agreement shall become effective upon execution of this Agreement by the OWNER and the CONSULTANT and upon issuance of a notice to proceed by OWNER and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by the OWNER. This agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in the Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule established below:

1. Submit 70% Package: 45 days after NTP
2. Submit 95% Package: 45 days after 70% Review comments from City
3. Submit Final Package: 3 Weeks after 95% Review comments from City
4. Bid Phase Services: To Be Determined
5. Construction Phase Services: To Be Determined

Compensation – The compensation for this scope of work shall be per the lump sum not-to-exceed fee shown below:

| Task | |
|-------------------------------------|-----------------|
| Project Management and Final Design | \$53,500 |
| Bid Phase | \$8,300 |
| General Representation | \$7,900 |
| Total | \$69,700 |

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client as used herein refers to the City of Grand Prairie, TX. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Client certificates of insurance which shall contain the following minimum coverage:

| | |
|--|---|
| Commercial General Liability General Aggregate \$2,000,000 | Workers' Compensation As required by Statute |
| Automobile Liability (Any Auto) CSL \$1,000,000 | Professional Liability \$3,000,000 Annual Aggregate |
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Client upon payment of FNI's fees for services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Client against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Client designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to CLIENT and in acceptance of the services as satisfactory by the CLIENT. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.
- If CLIENT fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** CLIENT and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- Neither CLIENT nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

FUND: _____ Stormwater _____

AGENCY: _____ Stormwater _____

ACCOUNTING UNIT: _____ 233010 _____

AVAILABLE: _____ 68560, Eng/Con/Geo, \$69,700 _____
Account Code, Description, and amount available

STAFF CONTACT: _____ Noreen Housewright _____

VENDOR NUMBER: _____ 1125 _____

VENDOR NAME: _____ Freese & Nichols, Inc. _____

CONTINGENCY: _____



Legislation Details (With Text)

File #: 20-10087 **Version:** 1 **Name:** CO #7 - PGA - Hill & Wilkinson
- PlayGrand Adventures Phase I Construction
Type: Ordinance **Status:** Consent Agenda
File created: 6/17/2020 **In control:** Parks & Recreation
On agenda: 7/14/2020 **Final action:**
Title: Change Order/Amendment No. 7 for PlayGrand Adventures Phase 1 with Hill & Wilkinson., in the amount of \$81,557.35 for multiple items including irrigation power relocation, concrete, earthwork, landscape and irrigation additions and an allowance for haul off of spoils due to compliance with Oncor Electric easement requirements as related to the parking expansion

Sponsors:

Indexes:

Code sections:

Attachments: [CO #7 Hill & Wilkinson - PGA .pdf](#)

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

From

Steve Plumer, Sr. Park Planner

Title

Change Order/Amendment No. 7 for PlayGrand Adventures Phase 1 with Hill & Wilkinson., in the amount of \$81,557.35 for multiple items including irrigation power relocation, concrete, earthwork, landscape and irrigation additions and an allowance for haul off of spoils due to compliance with Oncor Electric easement requirements as related to the parking expansion

Presenter

Duane Strawn, Director of Parks, Arts and Recreation

Recommended Action

Approve

Analysis

On June 17, 2018, the City Council awarded the Construction Manager at Risk (CMAR) contract to Hill & Wilkinson, Inc. for Pre-Construction services in the amount of \$3,000. This award provided the CMAR services including development of project estimates, preliminary construction schedule, value engineering and constructability review during the design phase.

Change Order/Amendment No. 1, in the amount of \$5,549,995 was approved by City Council on November 6, 2018 for the GMP contract for construction.

Change Order/Amendment No. 2, in the amount of \$74,493.35 was approved by City Council on May 7, 2019 for soil conditioning, additional site work, revisions to a concrete retaining wall, and various credits for deletion of work and included a credit for sidewalk, landscape and irrigation at the intersection of Warrior Trail and

EPIC Place.

Change Order/Amendment No 3, in the amount of \$25,541.95 was approved by City Council on September 9, 2019 for masonry, concrete foundations, electrical & lighting, drainage, site work, and various credits for deletion of work.

Change Order/Amendment No. 4, in the amount of \$116,180.01 was approved by City Council on December 17, 2019 for additional drainage, masonry, wood fiber and sod, retaining wall footing revisions, PIP rubber surfacing, triangular column stone addition and credit for deletion of work.

Change Order/Amendment No. 5, in the amount of \$392,694.05 was approved by City Council on February 4, 2020 for additional concrete parking expansion, irrigation repairs, drainage additions and signage.

Change Order/Amendment No. 6, in the amount not to exceed \$500,000, was approved by City Council on March 3, 2020 for additional concrete parking expansion, parking lot lighting, landscape and irrigation, and drainage additions. Upon execution, the actual amount of Change Order No. 6 was \$391,128.93.

Change Order/Amendment No. 7, in the amount of \$81,557.35 for multiple items including irrigation power relocation, concrete, earthwork, landscape and irrigation additions, and an allowance for haul off of spoils due to compliance with Oncor Electric easement requirements as related to the parking expansion.

All items will be incorporated into the current Hill & Wilkinson, Inc. contract for a revised total contract amount of \$6,631,590.64. With approval of this agenda item, the original contract value will have been increased by 19% in total, which is within the 25% maximum allowed by state procurement laws.

This item was presented to the Finance and Government Committee on July 14, 2020 for review and approval.

Financial Consideration

Funding for Change Order/Amendment No. 7 for PlayGrand Adventures Phase 1 with Hill & Wilkinson., in the amount of \$81,557.35, is available in the Parks Capital Projects Fund (317193), WO #01613303 (PlayGrand).

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 317193 - 01613303
 Project Title: PlayGrand
 Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|----------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Minor Equip (60520) | \$135,132 | \$27,853 | \$0 | \$27,853 | \$135,132 |
| Contract Service (61065) | \$1,500 | \$0 | \$0 | \$0 | \$1,500 |
| Surveys & Studies (61405) | \$4,000 | \$0 | \$0 | \$0 | \$4,000 |
| Misc Services (61485) | \$4,025 | \$0 | \$0 | \$0 | \$4,025 |
| Land Purchase (68090) | \$370,147 | \$0 | \$0 | \$0 | \$370,147 |
| Design - (68450) | \$375,650 | \$0 | \$0 | \$0 | \$375,650 |
| Construction (68540) | \$6,234,378 | \$108,872 | \$0 | \$108,872 | \$6,234,378 |
| Equipment/Supplies (68640) | \$1,793,994 | \$0 | \$0 | \$0 | \$1,793,994 |
| TOTAL | \$8,918,826 | \$136,725 | \$0 | \$136,725 | \$8,918,826 |



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|--|
| File #: | 20-10111 | Version: | 1 | Name: | CO #2 Kraftsman Playground - Splash Factory Improvements |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 6/24/2020 | In control: | | In control: | Parks & Recreation |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Change order/Amendment No 2 with Kraftsman Commercial Playgrounds in the amount of \$42,500 for splash pad play components and an additional shade structure at the Splash Factory | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | 20-10111 - CO #2 Kraftsman Playground Splash Factory Improvements.pdf | | | | |

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

From

Steve Plumer, Sr Park Planning Project

Title

Change order/Amendment No 2 with Kraftsman Commercial Playgrounds in the amount of \$42,500 for splash pad play components and an additional shade structure at the Splash Factory

Presenter

Duane Strawn, Parks, Arts and Recreation

Recommended Action

Approve

Analysis

On March 26, 2020, the City Council awarded a contract with Kraftsman Commercial Playgrounds & Water Parks, in the amount of \$635,419.41 through BuyBoard Cooperative Agreement for the construction and improvements to the Splash Factory.

Change Order/Amendment No. 1, in the amount of \$19,639 was executed on June 17, 2020 for additional scope discovered during the demolition phase including adding additional drainage in play areas, repair of concrete decking, repairs to water holding tank, substitution/upsizing of pump.

Change Order/Amendment No. 2, in the amount of \$42,500 is for a Massive Splash tower feature play components and additional shade structure.

All items will be incorporated into the current Kraftsman Commercial Playgrounds & Water Parks contract for a revised total contract amount of \$697,558.41. With approval of this agenda item, the original contract value

will have been increased by 9.7% in total, which is within the 25% maximum allowed by state procurement laws.

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.

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

Kraftsman's BuyBoard contract #592-19 began 10/1/2019 and is set to expire 9/30/2022 with two possible one year renewals remaining.

The item was presented to the Finance and Government Committee on July 14, 2020 for their review and approval.

Financial Consideration

Funding for Change Order/Amendment No 2 with Kraftsman Commercial Playgrounds & Water Parks in the amount of \$42,500 is available in the Parks Capital Project Fund (317193), WO #01916803 (Splash Factory Improvements) of which \$12,132 is in the construction contract contingency.

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 317193 - 01916803
 Project Title: Splash Factory Improvements
 Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Construction (68540) | \$698,300 | \$31,110 | \$0 | \$31,110 | \$698,300 |
| Design (68550) | \$101,700 | | \$0 | \$0 | \$101,700 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| TOTAL | \$800,000 | \$31,110 | \$0 | \$31,110 | \$800,000 |



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|--------------|---|
| File #: | 20-10119 | Version: | 1 | Name: | Change Order #4 to Construction contract with Axis Contracting, Inc. for Intersection Improvements at three locations |
| Type: | Ordinance | Status: | | | Consent Agenda |
| File created: | 6/26/2020 | In control: | | | Engineering |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Change Order/Amendment No. 4 in the net amount of \$7,827 with Axis Contracting, Inc. for Intersection Improvements at three locations | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | 620.70.pdf | | | | |

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

From

max

Title

Change Order/Amendment No. 4 in the net amount of \$7,827 with Axis Contracting, Inc. for Intersection Improvements at three locations

Presenter

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

Recommended Action

Approve

Analysis

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

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

Proposed Change order/Amendment No. 4 provides for Traffic signal modifications at south Carrier Parkway/Jefferson Street intersection for a total increase of \$11,142 and a total decrease of \$3,315 for a net total increase of \$7,827.

Change order/Amendment No. 3 in the amount of \$41,580 provided for Storm drain modifications due to conflicts

at South Carrier Pkwy/ Jefferson St. intersections.

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

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

Completion Date Remains December 7, 2020

Financial Consideration

Funding for change order/amendment #4, in the total amount of \$7,827, is available in the Street Capital Projects Fund (400192) WO #02007003 (FY20 Intersection Improvements)

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

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

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|------------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Prof Eng Serv (61041) | \$52,770 | \$10,770 | \$0 | \$10,770 | \$52,770 |
| Eng/Geo/Con (68560) | \$125,505 | \$1 | \$0 | \$1 | \$125,505 |
| Construction (68540) | \$1,314,972 | \$0 | \$0 | \$0 | \$1,314,972 |
| Labor (68999) | \$2,658 | \$2,658 | \$0 | \$2,658 | \$2,658 |
| Minor Equip (60520) | \$30,575 | \$0 | \$0 | \$0 | \$30,575 |
| Traffic Signal Equip (68513) | \$29,385 | \$0 | \$0 | \$0 | \$29,385 |
| | | | | \$0 | \$0 |
| TOTAL | \$1,555,865 | \$13,429 | \$0 | \$13,429 | \$1,555,865 |



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|---|
| File #: | 20-10118 | Version: | 1 | Name: | Change Order/Amendment No. 15 with Tiseo Paving Company for GSW |
| Type: | Ordinance | Status: | | Status: | Consent Agenda |
| File created: | 6/26/2020 | In control: | | In control: | Engineering |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Change Order/Amendment No. 15 in the net negative amount of \$154,839.02 with Tiseo Paving Company for Great Southwest Parkway Improvements | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | 617.101.pdf 617.117.pdf 618.61.pdf 616.pdf | | | | |

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

From
Max

Title
Change Order/Amendment No. 15 in the net negative amount of \$154,839.02 with Tiseo Paving Company for Great Southwest Parkway Improvements

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

Recommended Action
Approve

Analysis
On December 12, 2017 the City of Grand Prairie approved a Construction Contract with Tiseo Paving Company in the total negotiated amount of \$12,688,471.60 for Great Southwest Parkway from Sara Jane Parkway to Mayfield Road; materials testing with Alliance Geotechnical Group in the amount of \$159,504; 5% contingency in the amount of \$634,424; In-house engineering in the amount of \$317,212; street lighting allowance of \$52,000; signal/fiber allowance of \$200,000; additional traffic control allowance by Grand Prairie Police Department \$104,000; for a total project cost of \$14,155,612

This project provides for the construction of approximately 4,900 L.F of 6 concrete lanes divided roadway (89-foot wide) with utilities from IH 20 to Mayfield Road.

Current Change Order/Amendment No. 15 in the total net negative amount of \$154,839.02 provides for

final quantity adjustments. This change order provides for a total increase of \$59,607.86 and a total decrease of (\$214,446.88) for a net negative amount of \$154,839.02.

Change order/ Amendment No. 1 approved by City Council (18-7833) on May 1, 2018 in the net amount of \$19,835 provided for additional 4,100 linear feet of silt fence, 2 additional construction entrances, upsizing 4 wastewater manholes to 5' manholes and field survey of AT&T lines to determine conflicts.

Change Order/Amendment No. 2 approved by City Council (18-8053) on July 17, 2018 in the net amount of \$306,783.64. The change order was required when the contractor found a multi-duct underground AT&T duct system that caused a conflict to construct the TRA 36" main as well as conflicts with the propped bridge piers and storm drain.

Change Order/Amendment No. 3 approved by City Council (18-8251) on September 18, 2018 in the net amount of \$115,139.15. The change order was required when a valve on the 24" waterline along Mayfield Road west of Great Southwest Parkway broke and the water main had to be turned off using a line stop to make connection to the new 30" waterline without shutting water off at the water tower and minimally impacting customers.

Change Order/Amendment No.4 administratively approved in the net amount of \$2,807.50. The change order was required for additional traffic control at the intersection of Great Southwest Parkway and Sarah Jane.

Change Order/Amendment No.5 approved by City Council (18-8367) on November 6, 2018 in the amount of \$80,193.05. The change order was for installing a new 12" line crossing under Great Southwest Parkway that was too shallow, installing steel casing for signal pole bases to prevent water from infiltrating the pole bases and unforeseen damage to repair irrigation and electrical lines for Quality Inn.

Change Order/Amendment No.6 approved by City Council (18-8495) on December 11, 2018 in the amount of \$44,668.95 The change order was for installing a new 12" line crossing under Great Southwest Parkway that was too shallow, installing steel casing for signal pole bases to prevent water from infiltrating the pole bases and unforeseen damage to repair irrigation and electrical lines for Quality Inn.

Change Order/Amendment #7 approved by City Council (19-8548) on January 8, 2019 in the total net amount of \$80,329.45 provided for additional driveway replacement, additional depth sanitary sewer manhole, signal wire adjustments and new communication boxes.

Change Order/Amendment #8 administratively approved in the amount of \$11,100.23 provided for additional subgrade stabilization and hydrated lime for stabilization.

Change Order/Amendment #9 administratively approved provided for time extension to the construction contract.

Change Order/Amendment #10 administratively approved in the amount of \$3,500 provided for a Tree Removal in conflict with construction.

Change Order/Amendment #11 administratively approved in the amount of \$17,412 provided for demolition of Cross tie retaining wall in conflict with construction including fence removal and replacement.

Change Order/Amendment #12 administratively approved in the amount of \$12,777.50 provided for a 2" water service and meter box; it also provided for additional concrete rip-rap between the sidewalk and a

screening wall.

Change Order/Amendment #13 approved by City Council (19-9482) on November 5, 2019 in the total net amount of \$222,353.82 provided for Parkway irrigation along the east side of GSW Parkway between Forum Drive and Sara Jane Parkway which includes three (3) electric irrigation services \$44,395.75, Traffic signal modifications at Forum Drive and Sara Jane parkway \$29,929.20, and quantity over-runs \$134,606.02 related to retaining walls (A thru E), stamped concrete for medians and sidewalks; Sanitary sewer encasement \$7,140.00 and \$15,806.75 for combination curb inlet and other miscellaneous items of work; it also provides for quantity under-runs (\$9,523.90) related to Traffic signal modifications and storm drain inlet adjustments.

Change Order/Amendment #14 administratively approved in the amount of 1,680.01 provided for electrical conductor item modifications and water meter relocations.

There are no additional days associated with this change order; thus the completion date is August 2, 2020

Financial Consideration

State statute requires City Council approval when the cumulative cost of a change order exceeds \$50,000; cumulative amount of this change order is \$274,054.74.

No additional funding is required for this change order/amendment No. 15 with Tiseo Paving Company.

CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 500592 / 01710103

Project Title: GSW Pkwy Sara Jane

Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE |
|------------------------------------|---------------------------------|------------------------------------|----------------------------------|------------------------------------|
| OV/Time Spec'l Law Enforce (50070) | \$20,415 | \$20,415 | \$0 | \$20,415 |
| Construction (68540) | \$2,476,300 | \$56,243 | \$0 | \$56,243 |
| Eng/Con/Geo (68560) | \$81,310 | \$50,000 | \$0 | \$50,000 |
| Labor (68999) | \$62,267 | \$29,330 | \$0 | \$29,330 |
| TOTAL | \$2,640,292 | \$155,988 | \$0 | \$155,988 |

| |
|-----------------------------------|
| |
| 1+3 AMENDED BUDGET |
| \$20,415 |
| \$2,476,300 |
| \$81,310 |
| \$62,267 |
| \$2,640,292 |

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 500692 / 01711703

Project Title: GSW Pkwy Forum

Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE |
|------------------------------------|------------------------|---------------------------|-------------------------|---------------------------|
| OV/Time Spec'l Law Enforce (50070) | \$4,987 | \$0 | \$0 | \$0 |
| Small tools/Equipment (60510) | \$0 | \$0 | \$0 | \$0 |
| Construction (68540) | \$725,520 | \$0 | \$7,140 | \$7,140 |
| Eng/Con/Geo (68560) | \$7,649 | \$1 | \$0 | \$1 |
| Labor (68999) | \$15,212 | \$0 | \$0 | \$0 |
| TOTAL | \$753,368 | \$1 | \$7,140 | \$7,141 |

| |
|-----------------------------------|
| |
| 1+3 AMENDED BUDGET |
| \$4,987 |
| \$0 |
| \$732,660 |
| \$7,649 |
| \$15,212 |
| \$760,508 |

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 401592 / 01806103

Project Title: GSW Pkwy Forum

Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE |
|------------------------------------|------------------------|---------------------------|-------------------------|---------------------------|
| OV/Time Spec'l Law Enforce (50070) | \$33,286 | \$33,286 | \$0 | \$33,286 |
| Small tools/Equipment (60510) | \$9,442 | \$0 | \$0 | \$0 |
| Construction (68540) | \$4,264,109 | \$0 | \$0 | \$0 |
| Eng/Con/Geo (68560) | \$51,051 | \$0 | \$0 | \$0 |
| Labor (68999) | \$101,526 | \$42,777 | \$0 | \$42,777 |
| TOTAL | \$4,459,414 | \$76,063 | \$0 | \$76,063 |

| |
|-----------------------------------|
| |
| 1+3 AMENDED BUDGET |
| \$33,286 |
| \$9,442 |
| \$4,264,109 |
| \$51,051 |
| \$101,526 |
| \$4,459,414 |

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 400192 / 01605701-03

Project Title: GSW Sara Jane/Mayfield

Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE |
|------------------------------------|------------------------|---------------------------|-------------------------|---------------------------|
| OV/Time Spec'l Law Enforce (50070) | \$45,312 | \$45,312 | \$0 | \$45,312 |
| Books (60040) | \$3,540 | \$1 | \$0 | \$1 |
| Appraisal Fees (61435) | \$32,700 | \$0 | \$0 | \$0 |
| Street Light (61905) | \$52,000 | \$36,148 | \$0 | \$36,148 |
| Easement Title (68091) | \$326,573 | \$0 | \$0 | \$0 |
| Traffic Signal (68513) | \$129,223 | \$129,223 | \$0 | \$129,223 |
| Construction (68540) | \$6,008,603 | \$70,777 | \$0 | \$70,777 |
| Eng/Con/Geo (68560) | \$1,756,925 | \$12,996 | \$0 | \$12,996 |
| Labor (68999) | \$25,847 | \$0 | \$0 | \$0 |
| Trsf to PID (90210) | \$63,000 | \$63,000 | \$0 | \$63,000 |
| TOTAL | \$8,443,723 | \$357,457 | \$0 | \$357,457 |

| |
|-----------------------------------|
| |
| 1+3 AMENDED BUDGET |
| \$45,312 |
| \$3,540 |
| \$32,700 |
| \$52,000 |
| \$326,573 |
| \$129,223 |
| \$6,008,603 |
| \$1,756,925 |
| \$25,847 |
| \$63,000 |
| \$8,443,723 |



Legislation Details (With Text)

| | | | | | |
|----------------------|--|----------------------|---|--------------|---|
| File #: | 20-10142 | Version: | 1 | Name: | Change Order/Amendment #1 for Professional Engineering Services contract with Freese and Nichols, Inc. for the Robinson Road Pump Station and Elevated Storage Tank |
| Type: | Ordinance | Status: | | | Consent Agenda |
| File created: | 7/2/2020 | In control: | | | Engineering |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Change Order/Amendment #1 to the Professional Engineering Services contract with Freese and Nichols, Inc. for the Robinson Road Pump Station and Elevated Storage Tank in the amount of \$84,400 | | | | |

Sponsors:

Indexes:

Code sections:

Attachments: [20-10142 Robinson ESt.pdf](#)

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

From

max

Title

Change Order/Amendment #1 to the Professional Engineering Services contract with Freese and Nichols, Inc. for the Robinson Road Pump Station and Elevated Storage Tank in the amount of \$84,400

Presenter

Gabe Johnson, Director of Public Works

Recommended Action

Approve

Analysis

The Robinson Road Pump Station and Elevated Storage Tank was identified as part of the FY 19 Capital Projects Budget and Capital Projects Plan for proposed water projects. A contract was approved by City Council (19-8529) on January 8, 2019 in the amount of \$1,695,000. The design included the following:

- Robinson Road 12 MGD Pump Station

- Design of Pump Station and appurtenances to house four (4) new horizontal split case pumps and motors to deliver a firm capacity of 12 MGD and associated yard piping required to connect the proposed Pump Station to the existing system

- Bid Phase Services

- General Representation Construction Phase Services

- Robinson Road 2 MG Composite Elevated Storage Tank

Design of Composite Elevated Storage Tank and appurtenances
Chemical Storage Tanks and Pads for Residual Boosting
Design of an Active Mixing System

- Demolition of Site Facilities
 - Existing Fire Station to include asbestos sampling
 - Existing elevated Storage Tank to include Heavy Metals Paint sampling
 - Existing Fire Tower and associated training equipment
 - Existing Elevated Storage tank as part of elevated Storage Tank construction package
- Sub-consultant work for lead and asbestos sampling, survey, drilling and testing.

The current Change Order/Amendment #1 in the amount of \$84,400 will include:

- Sanitary Sewer Replacement (Design, Bid and Construction Services) up to 800 LF of 8" SS including additional survey south of existing Fire Station #3 property along Robinson Rd.
- Auxiliary Parking Lot (Design Services Only) of no more than 9,500 sf including additional drainage coordination and pavement plan
- Valve Vaults (Design, Bid and Construction Services) of the meter vault and associated appurtenances including: SCADA process and instrumentation (including force air, intruder alarm, electrical plug, lighting, and sump pump with high level alarm), details for installation and performance specification for the pre-cast meter vault design
- Meter and vault (Design Services Only)
- Generator (Design, Bid and Construction Services)
- Chlorine/Ammonia System Improvements (Design Services Only)

Financial Consideration

Funding for change order/amendment #1, in the total amount of \$84,400, is available in the Water Capital Projects Budget (500592) WO #01811303 (Robinson Rd EST & 30" Water Line)

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 500592 / 01811303

Project Title: Robinson Rd EST & 30" Water Line

Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE |
|------------------------|------------------------|---------------------------|-------------------------|---------------------------|
| Prof Eng 61041 | \$531,912 | \$0 | \$0 | \$0 |
| Land 68090 | \$47,014 | \$0 | \$0 | \$0 |
| Easement Title 68091 | \$67,310 | \$0 | \$0 | \$0 |
| Construction 68540 | \$5,318,675 | \$5,061 | \$0 | \$5,061 |
| Eng/Con/Geo 68560 | \$92,373 | \$931 | \$0 | \$931 |
| Labor 68999 | \$146,141 | \$140,906 | \$0 | \$140,906 |
| | | | | \$0 |
| TOTAL | \$6,203,425 | \$146,898 | \$0 | \$146,898 |

| |
|-----------------------------------|
| |
| 1+3 AMENDED BUDGET |
| \$531,912 |
| \$47,014 |
| \$67,310 |
| \$5,318,675 |
| \$92,373 |
| \$146,141 |
| \$0 |
| \$6,203,425 |



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|--------------|---|
| File #: | 20-10113 | Version: | 1 | Name: | License for Liberty Fluid Power, Inc to allow parking space on City ROW @ NE 31st and 3100 E Main |
| Type: | Agenda Item | Status: | | | Consent Agenda |
| File created: | 6/25/2020 | In control: | | | Engineering |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Grant License for Liberty Fluid Power, Inc. to allow parking space on City right-of-way on Northeast 31st Street and 3100 East Main Street for \$500 for a ten-year term | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | EXHIBIT A RIGHT OF WAY PLAN.pdf EXHIBIT B AERIAL 3100 EAST MAIN STREET.pdf | | | | |

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

From

Dwayne Tyner

Title

Grant License for Liberty Fluid Power, Inc. to allow parking space on City right-of-way on Northeast 31st Street and 3100 East Main Street for \$500 for a ten-year term

Presenter

Gabe Johnson, Director of Public Works

Recommended Action

Approve

Analysis

LIBERTY FLUID POWER, INC., has requested a license to park on City right-of-way at Northeast 31st Street and 3100 East Main (See attached **Exhibit "A"** plat exhibit). This will provide required parking space of 2,112 square feet to allow for conversion of an existing machine shop to tire store. The requested parking space is between the east curb line of Northeast 31st Street and the converted tire shop. Construction of the new concrete parking will be according to City standards. Drainage will be maintained with drainage to the existing inlet on the west side of the Northeast 31st Street and Main Street.

Approval of this license agreement for parking is required for 3100 and 3106 East Main Street to convert to a tire shop (See attached **Exhibit "B"** for aerial map of the property).

Applicant has applied for a license to park on the right of way of Northeast 31st Street at Main Street. This building was originally a machine shop. Now, it is tire store. An SUP was issued by the City on February, 4, 2020, allowing the conversion to a tire store.

As part of the SUP, this west side of the store is required to have overhead doors removed, then openings are to be filled with masonry material. The area between the curb and building will be concrete. This parking is needed for employees and customers.

All utilities have approved the use of the right of way for parking. The license will have a 10-year term with either party having the right to terminate upon written notice.

Staff recommends approval of the license agreement.

Financial Consideration

Revenue: \$500 which is the recommended one time only charge for the ten-year license in addition to the application fee of \$100.

RIGHT OF WAY PLAN

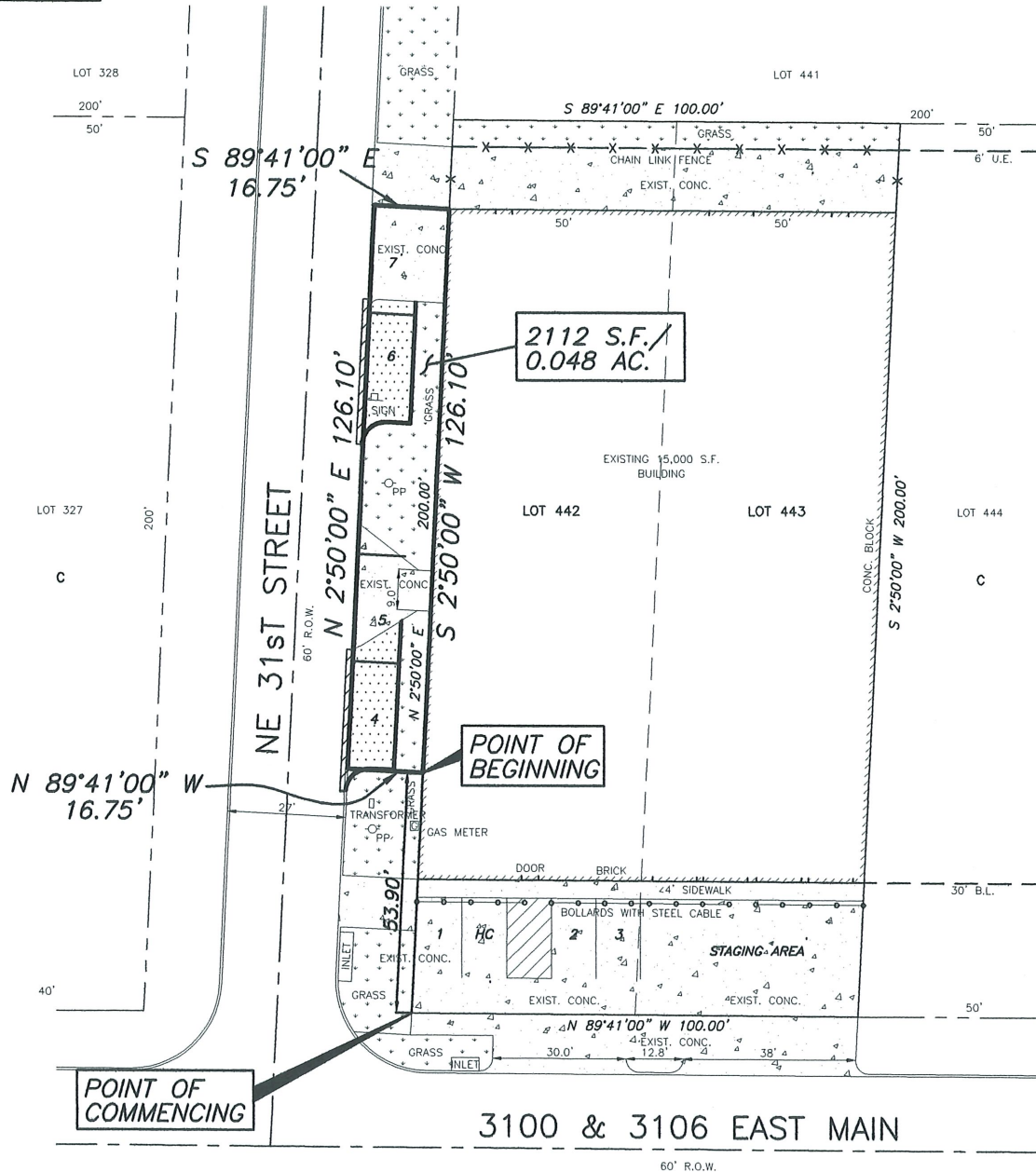
EXHIBIT A

LOTS 442 & 443, BURBANK GARDENS
3100 & 3106 E. MAIN
GRAND PRAIRIE, TEXAS



SCALE IN FEET

0 25 50



PROPOSED CONCRETE



GRASS AREAS



EXISTING CONCRETE

OWNER:

LIBERTY FLUID POWER, INC.
214 N.W. 25th STREET
GRAND PRAIRIE, TEXAS 75050
CONTACT: MARIO VILLEGAS
972-623-0927
469-556-4480 (CELL)

ENGINEER:

E.D. HILL & ASSOCIATES
209 SKYE LANE
MIDLOTHIAN, TEXAS 76065
(972) 571-5294 OFFICE
TX. REGISTERED ENG.
FIRM NO. F-2474



RIGHT OF WAY PLAN
EXHIBIT A
LOTS 442 & 443, BURBANK GARDENS
3100 & 3106 E. MAIN
GRAND PRAIRIE, TEXAS

LEGAL DESCRIPTION

BEING A 2112 SQUARE FEET TRACT OF LAND IN THE EAST RIGHT OF WAY OF N.E. 31ST STREET SITUATED IN THE CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID N.E. 31ST STREET (A 60 FOOT RIGHT OF WAY) AND THE NORTH LINE OF EAST MAIN (A 60 FOOT RIGHT OF WAY); THENCE N 2°25'00" E A DISTANCE OF 53.90 FEET ALONG THE EAST LINE OF SAID N.E. 31ST STREET TO THE POINT OF BEGINNING;

THENCE N 89°41'00" W A DISTANCE OF 16.75 FEET TO A POINT FOR A CORNER;

THENCE N 2°50'00" E A DISTANCE OF 126.10 FEET TO A POINT FOR A CORNER;

THENCE S 89°41'00" E A DISTANCE OF 16.75 FEET TO A POINT FOR A CORNER IN THE COMMON LINE OF THE EAST RIGHT OF WAY LINE OF SAID N.E. 31ST STREET AND THE WEST LINE OF LOT 442, BURBANK GARDENS, A SUBDIVISION IN THE CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS;

THENCE S 2°50'00" W WITH SAID COMMON LINE OF N.E. 31ST STREET AND LOT 442 A DISTANCE OF 126.10 TO THE POINT OF BEGINNING AND CONTAINING 2112 SQUARE FEET OF LAND.

OWNER:

LIBERTY FLUID POWER, INC.
214 N.W. 25th STREET
GRAND PRAIRIE, TEXAS 75050
CONTACT: MARIO VILLEGAS
972-623-0927
469-556-4480 (CELL)

ENGINEER:

E.D. HILL & ASSOCIATES
209 SKYE LANE
MIDLOTHIAN, TEXAS 76065
(972) 571-5294 OFFICE
TX. REGISTERED ENG.
FIRM NO. F-2474





Grand Prairie Maps

Date: 6/10/2020 Time: 4:35:36 PM

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Grand
Prairie
TEXAS

Parcels

EXHIBIT 'B'



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|--------------|--|
| File #: | 20-10114 | Version: | 1 | Name: | Grant license for BABOL, Inc to allow for continued parking on City ROW at 2310, 2314, 2316 and 2318 Poulin Ave. |
| Type: | Agenda Item | Status: | | | Consent Agenda |
| File created: | 6/26/2020 | In control: | | | Engineering |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Grant license for BABOL, INC., a Texas corporation, to allow for continued parking on City right-of-way at 2310, 2314, 2316 and 2318 Poulin Avenue for license fee of \$500 for a 29-year term | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | EXHIBIT A APPROVED SITE PLAN POULIN.pdf EXHIBIT B AERIAL OF PARKING POULIN.pdf | | | | |

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

From

Dwayne Tyner

Title

Grant license for BABOL, INC., a Texas corporation, to allow for continued parking on City right-of-way at 2310, 2314, 2316 and 2318 Poulin Avenue for license fee of \$500 for a 29-year term

Presenter

Gabe Johnson, Director of Public Works

Recommended Action

Approve

Analysis

BABOL, INC., a Texas corporation, has requested a license to park on City right-of-way at 2310, 2314, 2316 and 2318 Poulin Avenue (See attached **Exhibit "A"** for approved site plan).

City Ordinance No. 10857-2020 passed June 2, 2020, allowed a major auto repair and auto body/ paint booth in a Light Industrial District. Approval of this license will allow continued parking on City right-of-way at 2310, 2314, 2316 and 2318 Poulin Avenue in order for the applicant to obtain a Certificate of Occupancy. (See attached **Exhibit "B"** for aerial map of the parking area).

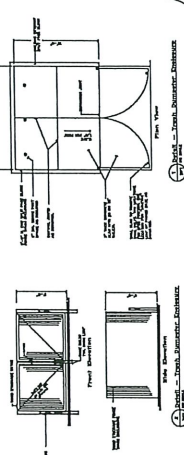
All utilities have approved the use of the right of way for parking. At the request of the property owner's representative, the license will have a 29-year term with either party having the right to terminate upon written notice.

Staff recommends approval of the license agreement.

Financial Consideration

Revenue: \$500 which is the recommended one time only charge for the 29-year term license in addition to the application fee of \$100

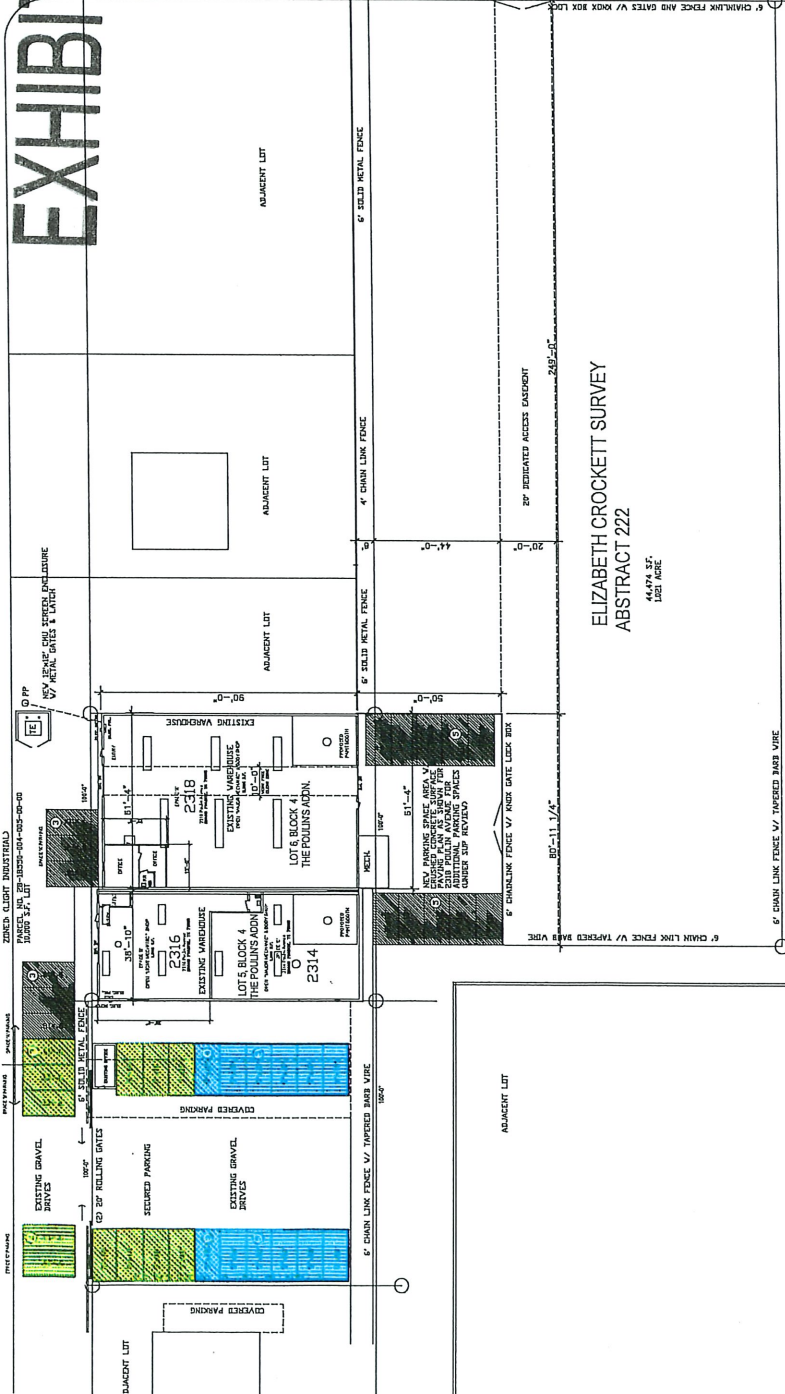
E. JEFFERSON
2218 POLKIN AVE.
BACHMAN ROAD

[illegible]

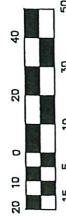
VICINITY MAP
NOT TO SCALE

2318, 2316, & 2314 POULIN AVENUE

EXHIBIT 'A'

ELIZABETH CROCKETT SURVEY
ABSTRACT 22244,474 SF.
1,021 ACRES.44,474 SF.
1,021 ACRES.

PROPOSED SITE USE PLAN
1" = 20'


$$\frac{1}{1} = 20'$$

| | | |
|-----|-------------------------------------|-----------|
| 1 | ISSUED FOR SUBMITTAL REVIEW | 3-25-2020 |
| 2 | REVISED FOR COMMENTS, #7 33024 06UT | 3-25-2020 |
| | | |
| | | |
| | | |
| No. | Revisions/Revisions | Date |

PSA Designs
 Civil Drafting Tech., Services
 3670740 Ave., Project Manager
 Potosi, MO 64672
 Potosi@psadesigns.com

ADVENTURE FINANCIAL

6917 Miller Road, Rowlett, Texas
 2918, 16 & 14 Poulain Road, Grand Prairie, Texas 75150

Drawing "..."

| | |
|-------------|---------|
| Drawn | Checked |
| Project No. | 0001 |
| Date | |
| Drawing No. | SD1 |



ORDINANCE NO. 10857-2020

Se 23rd St

Poulin Av

2301

2310

2314

2318

2315

2323

30 0 30 Ft

Grand Prairie Maps

Date: 6/25/2020 Time: 12:57:52 PM

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Grand
Prairie
TEXAS



Site Plans



Parcels



Storm Drain Outfall Structures

EXHIBIT 'B'



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|--------------|--|
| File #: | 20-10123 | Version: | 1 | Name: | Grant License for Juan C. Lean and Victorina O Leal to allow for construction of a breezeway roof over a platted drainage and utility easement at 1112 Lake Vista Ct |
| Type: | Agenda Item | Status: | | | Consent Agenda |
| File created: | 6/29/2020 | In control: | | | Engineering |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Grant License for Juan C. Leal and Victorina O. Leal to allow for construction of a breezeway roof over a platted drainage and utility easement at 1112 Lake Vista Court for license fee of \$500 for a 10-year term | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | EXHIBIT A SITE PLAN.pdf EXHIBIT B AERIAL 1112 LAKE VISTA COURT.pdf | | | | |

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

From

Dwayne Tyner

Title

Grant License for Juan C. Leal and Victorina O. Leal to allow for construction of a breezeway roof over a platted drainage and utility easement at 1112 Lake Vista Court for license fee of \$500 for a 10-year term

Presenter

Gabe Johnson, Director of Public Works

Recommended Action

Approve

Analysis

JUAN C. LEAL AND VICTORINA O. LEAL have requested a license to cross a platted easement (See attached **Exhibit "A"** plat exhibit). The applicants propose to build a detached garage. This proposed breezeway roof will be attached to the garage.

No sidewalk or concrete will be poured over the wastewater line within the 20-foot easement. Also, no supporting structures for the roof will be constructed in the easement. Drainage will not be changed. The breezeway will not block or change the water flow in this easement.

Approval of this license agreement is required for the garage to be constructed (See attached **Exhibit "B"** for aerial map of the property). Lake Ridge Property Owner's Association has approved the architectural drawings. The detached garage will not be used for living quarters.

All utilities have approved the use of the right of way for parking. The license will have a 10-year term with either party having the right to terminate upon written notice.

Staff recommends approval of the license agreement.

Financial Consideration

Revenue: \$500 which is the recommended one-time only charge for the ten-year license in addition to the application fee of \$100

505.90'

10'-0" DRAINAGE AND UTIL.
EASEMENT

20'-0" DRAINAGE AND UTIL.
EASEMENT

PLOT PLAN
SCALE 1"=50'-0"
LOT 159R BLOCK 1
LAKE RIDGE SECTION II
GRAND PRAIRIE, TEXAS

2017
5.7.17
C.D.

Ques: Crossing

PROPOSE NEW BREEZE WAY

20'-0" DRAINAGE AND UTIL. EASEMENT

490,15'

490.15'

35'-0"

PROPOSE CONCRETE DIVE

BRISTLE DRIVE

20'-0" DRAINAGE AND UTIL.
EASEMENT

25.05

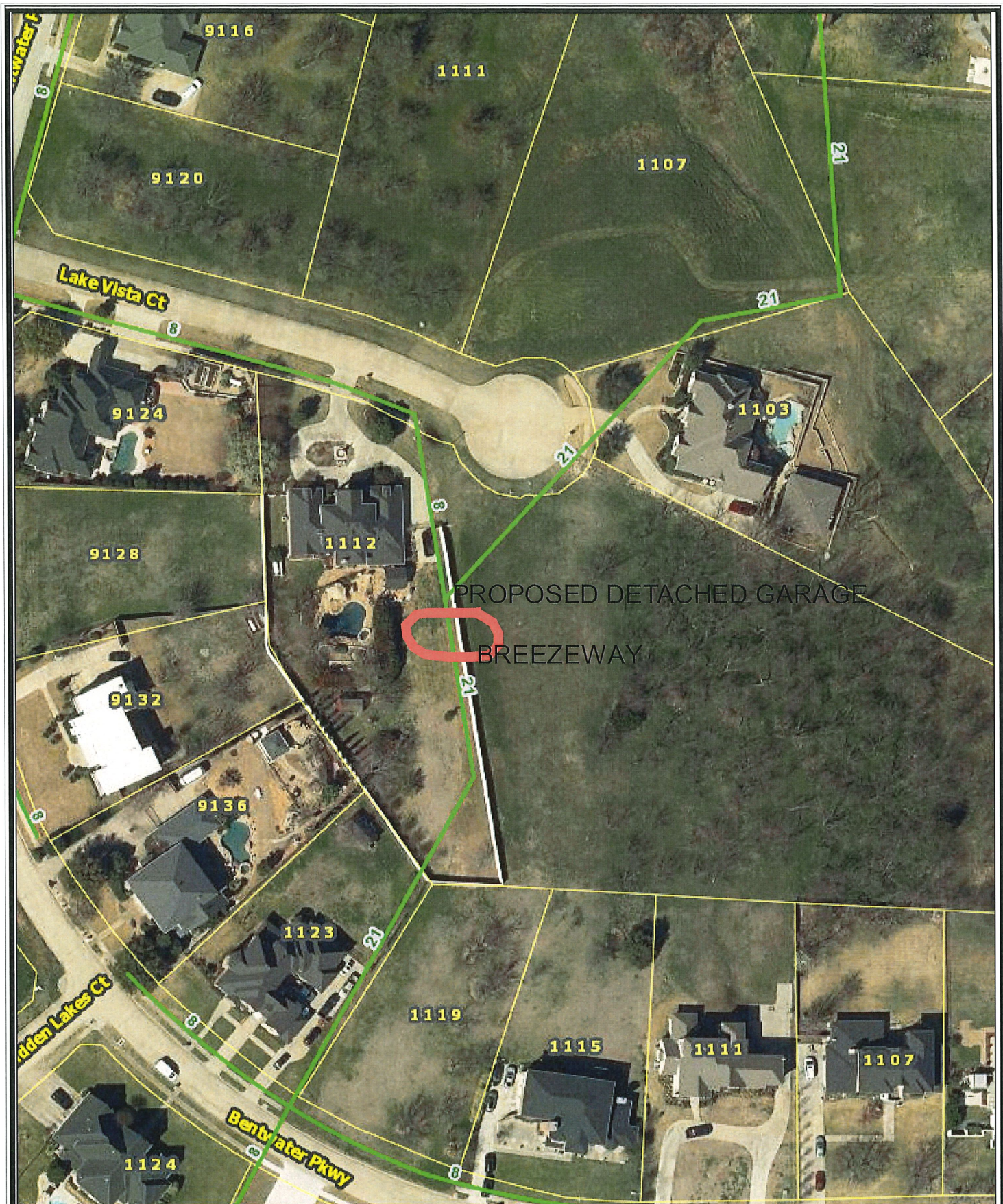
45.42

/

1112
LAKE VISTA COURT

601.14

20 FT
D.E.
A.E.



Grand Prairie Maps

Date: 6/26/2020 Time: 10:34:06 AM

This data has been compiled by the City of Grand Prairie IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



Grand
Prairie
TEXAS

Waste Water Lines

— WW Mains

— TRA

EXHIBIT 'B'



Legislation Details (With Text)

File #: 20-10122 **Version:** 1 **Name:** FY2021 RAMP Grant
Type: Agenda Item **Status:** Consent Agenda
File created: 6/29/2020 **In control:** Airport
On agenda: 7/14/2020 **Final action:**
Title: Authorize the City Manager to accept a Routine Airport Maintenance Program (RAMP) Grant from Texas Department of Transportation - Aviation Division (TxDOT-Aviation) which provides matching funds of 50% of City expenditures for airport maintenance up to \$50,000

Sponsors:

Indexes:

Code sections:

Attachments:

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

From

Mark J. Divita

Title

Authorize the City Manager to accept a Routine Airport Maintenance Program (RAMP) Grant from Texas Department of Transportation - Aviation Division (TxDOT-Aviation) which provides matching funds of 50% of City expenditures for airport maintenance up to \$50,000

Presenter

Mark J. Divita, C.M., Airport Director

Recommended Action

Approve

Analysis

Through the RAMP grant, TxDOT-Aviation assists airports in maintenance of their facilities by providing post expenditure reimbursement funding for fifty percent (50%) of the cost for specific maintenance items. For FY 2021, the airport has been offered a RAMP grant for 50% of up to \$100,000 in expenditures (\$50,000 City/ \$50,000 TxDOT-Aviation). Items included in the scope of work are pavement improvements, marking, airport guidance signs, security improvements, landscaping, and other maintenance needs of the airport.

All local and state procurement laws will be followed as necessary for the various RAMP purchases and service agreements.

Financial Consideration

Funding to Authorize the City Manager to accept a Routine Airport Maintenance Program (RAMP) Grant from Texas Department of Transportation, in the amount of \$50,000, is available in the Airport Capital Projects Fund (505292) WO #02100101 (FY21 RAMP Projects). The City's match will be transferred to the Airport Grant

Fund 505492-49765-02100103.



Legislation Details (With Text)

| | | | | | |
|----------------------|---|----------------------|---|----------------------|--|
| File #: | 20-10139 | Version: | 1 | Name: | CMAR with Hill & Wilkinson General Contractors for construction work associated with the Epic Central (City Phase) |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 7/2/2020 | In control: | | In control: | Engineering |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Construction Manager at Risk (CMAR) Contract with Hill & Wilkinson General Contractors (H&W) in the amount of \$6,878,130 for the initial phase of construction work associated with the EpicCentral (City Phase) project; 5% owner-controlled contingency in the amount of \$343,907; budget allowance of \$500,000 for Oncor infrastructure and equipment; \$250,000 allowance for owner construction testing; \$225,000 allowance for Atmos infrastructure and equipment requirements; \$100,000 allowance for signage and site furnishings; \$75,000 allowance for security provisions; \$50,000 allowance for IT/data installation for a total funding request in the amount of \$8,422,037. | | | | |

Sponsors:

Indexes:

Code sections:

Attachments:

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

From

Maxine Snow

Title

Construction Manager at Risk (CMAR) Contract with Hill & Wilkinson General Contractors (H&W) in the amount of **\$6,878,130** for the initial phase of construction work associated with the EpicCentral (City Phase) project; 5% owner-controlled contingency in the amount of **\$343,907**; budget allowance of \$500,000 for Oncor infrastructure and equipment; \$250,000 allowance for owner construction testing; \$225,000 allowance for Atmos infrastructure and equipment requirements; \$100,000 allowance for signage and site furnishings; \$75,000 allowance for security provisions; \$50,000 allowance for IT/data installation for a total funding request in the amount of **\$8,422,037**.

Presenter

Andy Henning, Senior Building and Construction Projects Manager

Recommended Action

Approve

Analysis

On September 14, 2018 the City approved an initial architectural design contract with Merriman Anderson Architects (PO #338360) in the amount of \$45,975 for conceptual design services.

On December 11, 2018 the City Council approved an additional architectural design contract with Merriman Anderson Architects (18-8498) for schematic design services for EpicCentral in the amount of \$650,000.

The City Council then approved an additional architectural design contract with Merriman Anderson Architects (19-9413) in the amount of \$2,538,650 for the balance of professional services including design development, construction document production, bidding/negotiation consultation and construction administration for the EpicCentral (City Phase) project. In addition to the fee proposal balance for Merriman Anderson Architects, staff recommended a 5% design contingency in the amount of \$126,933 along with a reimbursable expenses allowance of \$80,525 resulting in a total request of \$2,746,108 at the October 15, 2019 City Council meeting.

On September 3, 2019 the City Council approved an initial contract with Hill & Wilkinson General Contractors (19-9280) for pre-construction services in the amount of \$30,000. The City then approved an amendment to the H&W pre-construction services contract on May 26, 2020 in the amount of \$45,000.

The current Construction Manager at Risk (CMAR) Construction Contract in the amount of \$6,878,130 represents the following scope of work associated with the initial construction scope of work for the EpicCentral (City Phase) project:

- Demolition of Esplanade Drive (within the site boundary of EpicCentral only)
- Removal and/or abandonment of existing utilities associated with Esplanade Drive
- New site utilities and reconnection of previously existing utilities via new pathways
- Park Central Drive relocation and extension
- Highway 161 deceleration lane for relocated Park Central Drive
- Creation of construction-ready pad site
- Construction of 260 parking spaces

Costs above and beyond the Hill & Wilkinson scope of services are as follows:

- 5% owner-controlled contingency (**\$343,907**);
- Allowance for Oncor infrastructure and equipment (\$500,000)
- Allowance for owner construction testing (\$250,000)
- Allowance for Atmos infrastructure and equipment requirements (\$225,000)
- Allowance for signage and site furnishings (\$100,000)
- Allowance for security provisions (\$75,000)
- Allowance for IT/data installation (\$50,000)

The items above that are applicable to the performance of the Construction Manager at Risk (CMAR) will be incorporated with the previous Hill & Wilkinson pre-construction contract values for a revised total contract in the amount of **\$6,953,130**.

Due to the scope and complexity of the Project it is important to proceed with this phase of the Project before the Drawings and Specifications and Guaranteed Maximum Price for the other phases of the Project have been prepared. As the Drawings and Specifications for each of the other phases of the Project are completed, the Guaranteed Maximum Price will be modified to include those elements and will be brought before City Council for consideration. These modifications to the Guaranteed Maximum Price will be amendments to the Contract and do not constitute change orders under Section 252.048(d) of the Texas Local Government Code.

This item was taken to the Finance and Government Committee on July 14, 2020 for their review and recommendation for approval.

Financial Consideration

Funding in the total amount of \$8,422,037 is available in EPIC Central Capital Projects Fund (360093),



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|-----------------------------------|
| File #: | 20-10145 | Version: | 1 | Name: | PSB Outbuilding Drain Line Repair |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 7/2/2020 | In control: | | In control: | Police |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Agreement with the Home Depot for the Public Safety Building's outstanding drain line repairs, in the amount not to exceed \$146,400 through a national interlocal with U.S. Communities | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Capital Projects Budget Summary - Home Depot Expenditure Information Form - Home Depot | | | | |

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

From

Fred Bates, Jr.

Title

Agreement with the Home Depot for the Public Safety Building's outstanding drain line repairs, in the amount not to exceed \$146,400 through a national interlocal with U.S. Communities

Presenter

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

Recommended Action

Approve

Analysis

The Public Safety Building (PSB) was constructed and occupied in 2010 but over the years the PSB has experienced issues with foundation shifting and settling. This has caused under-slab drain lines in the outbuildings to become damaged and crushed. A short-term solution has been implemented, but Facility Services and Police Department staff have sought a permanent repair solution.

The Home Depot is recommending cutting and excavating the concrete slab in ten locations within the outbuildings to repair the broken drain lines. Proper backfill will be utilized to help prevent future damage. This project includes an amount not to exceed \$33,500 for unforeseen issues during the repair process. Any unused portions of this amount will be retained in the City's budgets.

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 U.S. Communities.

U.S. Communities is the leading national government purchasing cooperative, providing world class government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutes, and nonprofits looking for the best overall supplier government pricing. The Home Depot's US Communities contract #16154 was effective February 1, 2017 and will expire December 31, 2021.

Financial Consideration

Funding for a Price Agreement with the Home Depot for the Public Safety Building's outbuilding drainage repairs is available as follows:

1. **\$46,164.40** Police Capital Projects Fund (401091), WO #01705003 (PSB Fixture Renovations and Repairs)
2. **\$61,143.78** FY 2019/2020 Crime Tax Fund
3. **\$39,091.82** FY 2019/2020 General Fund, Police Department

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: Police Capital Project Fund- 01705003
 Project Title: PSB Fixture Renovation/Repairs
 Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE |
|----------------------------|------------------------|---------------------------|-------------------------|---------------------------|
| Small Tools (60510) | \$4,191 | \$0 | \$0 | \$0 |
| Minor Equip (60520) | \$5,313 | \$0 | \$0 | \$0 |
| Bldgs & Grounds (63010) | \$53,780 | \$46,164 | \$0 | \$46,164 |
| Electrical (63055) | \$2,170 | \$0 | \$0 | \$0 |
| HVAC (68014) | \$2,670 | \$0 | \$0 | \$0 |
| Impv to Exist Bldg (68200) | \$170,971 | \$0 | \$0 | \$0 |
| TOTAL | \$239,095 | \$46,164 | \$0 | \$46,164 |

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: General Fund

AGENCY: Police Department

ACCOUNTING UNIT: 281310

AVAILABLE: 63010, Buildings and Grounds Maint., \$36,583
Account Code, Description, and amount available

STAFF CONTACT: Ryan Simpson

VENDOR NAME: The Home Depot, Inc.

and

FUND: Crime Tax Fund

AGENCY: Police Department

ACCOUNTING UNIT: 286110

AVAILABLE: 63010, Buildings and Grounds Maint., \$99,903
Account Code, Description, and amount available

STAFF CONTACT: Ryan Simpson

VENDOR NAME: The Home Depot, Inc.



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|--------------|---|
| File #: | 20-9920 | Version: | 1 | Name: | Ordinance amending the FY 2019/2020 Capital Improvements Projects Budget for Pavement Sidewalk Repairs. |
| Type: | Ordinance | Status: | | | Consent Agenda |
| File created: | 4/16/2020 | In control: | | | Public Works |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Ordinance amending the FY 2019/2020 Capital Improvements Projects Budget for Pavement Sidewalk Repairs in the amount of \$300,000 | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | 20-9920 CPB Summary Sidewalk Repairs.pdf | | | | |

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

From

Glenda C. Peterson, Street Operations Supervisor

Title

Ordinance amending the FY 2019/2020 Capital Improvements Projects Budget for Pavement Sidewalk Repairs in the amount of \$300,000

Presenter

Gabriel Johnson, Public Works Director

Recommended Action

Approve

Analysis

The Streets Division of Public Works, in the course of their maintenance activities, makes repairs to residential sidewalks throughout the City. Each year we appropriate funds for this purpose from the Streets Capital Projects Fund. Since this expenditure is highly unpredictable, dependant upon the number of repairs needed, it is impossible to fund the account with any degree of accuracy. We originally funded \$1,000,000 for the current FY 2019/2020 but have already nearly expended the funds in this account. In order to continue the repairs for the remainder of the year, we are asking for an additional appropriation of \$300,000.

Financial Consideration

Funding for additional Pavement Sidewalk Repairs, in the amount of \$300,000, is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Streets Capital Project Fund (400192) to WO #02006703 (FY20 Sidewalk Repairs) 63030 (Streets, Roads, Highway Maintenance).

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY

2019/2020 CAPITAL IMPROVEMENT PROJECT BUDGET BY TRANSFERRING AND APPROPRIATING \$300,000 FROM THE UNOBLIGATED FUND BALANCE IN THE STREET CAPITAL PROJECT FUND (400192) TO WO #02006703 (FY20 SIDEWALK REPAIRS) 63030 (STREETS, ROADS, HIGHWAY MAINTENANCE).

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

SECTION 1. THAT THE FY 2019/2020 Capital Improvements Project Budget be amended by transferring and appropriating \$300,000 from the unobligated fund balance in the Street Capital Project Fund (400192) to WO #02006703 (FY20 Sidewalk Repairs) 63030 (Streets, Roads, Highway Maintenance).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 5TH DAY OF MAY, 2020.

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 400192 / 02007203
 Project Title: FY20 Sidewalk Repairs
 Current Request: \$300,000.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|-------------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Streets,Roads,Hwy Maint 63030 | \$1,000,000 | \$323,094 | \$300,000 | \$623,094 | \$1,300,000 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| TOTAL | \$1,000,000 | \$323,094 | \$300,000 | \$623,094 | \$1,300,000 |



Legislation Details (With Text)

File #: 20-10120 **Version:** 1 **Name:** 2020 Authorized Position Ordinance Amendment
Type: Ordinance **Status:** Consent Agenda
File created: 6/26/2020 **In control:** Police
On agenda: 7/14/2020 **Final action:**
Title: Ordinance amending the Police Department's authorized positions in each classification for Fiscal Year 2020.

Sponsors:

Indexes:

Code sections:

Attachments:

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

From

Fred Bates, Jr.

Title

Ordinance amending the Police Department's authorized positions in each classification for Fiscal Year 2020.

Presenter

Chief Daniel Scesney, Police Department

Recommended Action

Approve

Analysis

The City of Grand Prairie has established a Police Department to provide the citizens of Grand Prairie a first class public safety response to police emergencies and calls for service based on a Community Policing philosophy.

Currently, the police department has 287 authorized Civil Service sworn positions consisting of two-hundred and forty-one (241) Police Officers; thirty-one (31) Sergeants; nine (9) Lieutenants; two (2) Deputy Chiefs; three (3) Assistant Chiefs, and one (1) Police Chief.

With the elimination of two (2) Police Officer positions and the addition of one (1) Sergeant position, the Department staffing will now consist of 286 authorized Civil Service sworn positions, which will be allocated as two-hundred and thirty-nine (239) Police Officers; thirty-two (32) Sergeants; nine (9) Lieutenants; two (2) Deputy Chiefs; three (3) Assistant Chiefs, and one (1) Police Chief.

Financial Consideration

The new positions will be funded from the General Fund.

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ORDINANCE 10698-2019 TO DEFINE THE NUMBER OF AUTHORIZED POSITIONS IN EACH CLASSIFICATION FOR FISCAL YEAR 2020

WHEREAS, the City of Grand Prairie has established a Police Department to provide the citizens of Grand Prairie a first class public safety response to police emergencies and calls for service based on a Community Policing philosophy; and

WHEREAS, the department currently has 287 authorized positions, consisting of 241 Police Officers, 31 Sergeants, 9 Lieutenants, 2 Deputy chiefs, 3 Assistant Chiefs, 1 Police Chief; and

WHEREAS, the continuation of this ordinance will be renewed annually during the budget process or as needed; now therefore

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

Section 1. THAT the total authorized sworn police department positions for the fiscal year 2020 is now 286, with 239 Police Officers, 32 Sergeants, 9 Lieutenants, 2 Deputy Chiefs, 3 Assistant Chiefs, and 1 Police Chief.

Section 2. THAT this ordinance shall be in full force and effect from and after its passage, approval and publication and it is accordingly so ordained.

Section 3: THAT all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, 14th DAY OF JULY, 2020.



Legislation Details (With Text)

| File #: | 20-10127 | Version: | 1 | Name: | Ordinance amending the FY20 Parks Capital Improvements Project Fund By \$301,716 for Veloweb |
|-----------------------|--|----------------------|--------|--------------|--|
| Type: | Ordinance | Status: | | | Consent Agenda |
| File created: | 6/30/2020 | In control: | | | Parks & Recreation |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Ordinance amending the FY 2019/2020 Parks Capital Improvements Project Fund by \$301,716 for plan review and inspection of the Northwest Trail Connection Regional Veloweb grant (CentrePort Trail Phase II) | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | 20-10106 15019020.pdf | | | | |
| Date | Ver. | Action By | Action | | Result |

From

Steve Plumer, Sr. Park Project Manager

Title

Ordinance amending the FY 2019/2020 Parks Capital Improvements Project Fund by \$301,716 for plan review and inspection of the Northwest Trail Connection Regional Veloweb grant (CentrePort Trail Phase II)

Presenter

Duane Strawn, Director Of Parks, Arts, and Recreation

Recommended Action

Approve

Analysis

The City of Grand Prairie is participating in the development of the Veloweb Trail System in DFW that will pass through portions of Grand Prairie. The creation and development of the Veloweb Trail System is supported by the mayors of Grand Prairie, Fort Worth, Arlington, Dallas, and Irving. Upon completion, the trail system will provide a continuous trail system from Dallas to Fort Worth. The segments of trail that are in Grand Prairie are identified below:

- Lone Star Trail, 3.8 miles; this trail connects Grand Prairie trial to the City of Irving's Champion Trail (Completed 2009)
- Lone Star Trail Extension (Wildlife Commerce Trail), 1.7 miles TIFF funded connecting Lone Star Trail at Beltline to Wildlife Parkway at Hard Rock (In progress)

- Wildlife Parkway Roadway Improvements, .06 miles connecting Lone Star Trail Extension (Wildlife Commerce Trail) to existing Good Link Trail and funded through the Road Improvements Project (In Design)
- The Good Link Trail was funded through federal highway administration funds as mitigation for State Hwy 161. The trail connects CP Waggoner to Mike Lewis Park (Completed 2008)
- The CentrePort Phase II will extend from Mike Lewis Park to the Fort Worth city limits near CentrePort approximately 1.4 miles.

In April of 2018, an Interlocal Agreement was executed between the City of Fort Worth and Grand Prairie for Veloweb Trail design (CentrePort Trail Phase II) (90%). NCTCOG submitted the construction phases of the Grand Prairie and Fort Worth trail segments to the Regional Transportation Council (RTC) which approved funding in late 2018. The Grand Prairie segment of construction (1.4 miles) has a preliminary construction budget of \$4,600,000 of which 80% (\$3,680,000) would be federally funded and \$920,000 would be Grand Prairie's local share. Approval of the \$4.6M was made by the RTC in October 2018. The City Of Grand Prairie will be responsible for costs increases for the portions of the trail that fall within the Grand Prairie city limits; there are no expected funding increases to the grant funded portion of the project.

The City of Grand Prairie is entering into an Advanced Funding Agreement (AFA) with TxDOT for CentrePort Phase II development that will connect the TRE train station in CentrePort to existing trails in Mike Lewis Park. This trail segment will be the final piece of the Regional Veloweb located in Grand Prairie (Estimated Completion of 2023 based on current timeline). Included in the Advance Funding Agreement (AFA) with TXDOT are amounts totaling \$301,716 for plan review and inspection. These fees are above and beyond the 20% grant match requirement.

This item was presented to the Finance and Government Committee on July 14, 2020 for their recommendation to City Council.

Financial Consideration

Funding for the additional \$301,716 for plan review and inspection is available by approving an ordinance transferring and appropriating from the unobligated balance in the Parks Capital Projects Fund (317193) to WO #15019020 (Northwest Trail Connection).

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2019/2020 PARKS CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$301,716 FROM THE UNOBLIGATED FUND BALANCE IN THE PARK CAPITAL PROJECTS FUND (317193) TO THE GRANT CAPITAL PROJECTS FUND (300596), WO #15019020 (NORTHWEST TRAIL CONNECTION)

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

SECTION 1. THAT the FY 2019/2020 Parks Capital Improvement Projects Budget be amended by transferring and appropriating \$301,716 from the unobligated fund balance in the Park Capital Projects Fund (317193) to the Grant Capital Projects Fund (300596), WO #15019020 (Northwest Trail

Connection)

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,
July 14, 2020.**

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 300596 - 15019020
 Project Title: Northwest Trail Connection
 Current Request: \$301,716.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|--------------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Adv/Promotions (61600) | \$0 | \$0 | \$0 | \$0 | \$0 |
| Construction (68540) | \$4,296,865 | \$4,296,865 | \$301,716 | \$4,598,581 | \$4,598,581 |
| Engineering/Consultant (68540) | \$303,135 | \$303,135 | \$0 | \$303,135 | \$303,135 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| TOTAL | \$4,600,000 | \$4,600,000 | \$301,716 | \$4,901,716 | \$4,901,716 |



Legislation Details (With Text)

File #: 20-10106 **Version:** 1 **Name:** Resolution for AFA with TxDot for Veloweb Trail Development
Type: Resolution **Status:** Consent Agenda
File created: 6/23/2020 **In control:** Parks & Recreation
On agenda: 7/14/2020 **Final action:**
Title: Resolution authorizing the City Manager to enter into an Advance Funding Agreement (AFA) with TXDOT for CentrePort Phase II Veloweb Trail from the termination of the Fort Worth Trail near CentrePort to Mike Lewis Park near Roy Orr Blvd

Sponsors:

Indexes:

Code sections:

Attachments: [20-10106 15019020.pdf](#)
[20-10106 Draft AFA 0902-90-163 to City AFA LongGen.pdf](#)

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

From

Steve Plumer, Sr. Park Project Manager

Title

Resolution authorizing the City Manager to enter into an Advance Funding Agreement (AFA) with TXDOT for CentrePort Phase II Veloweb Trail from the termination of the Fort Worth Trail near CentrePort to Mike Lewis Park near Roy Orr Blvd

Presenter

Duane Strawn, Director of Parks, Arts and Recreation

Recommended Action

Approve

Analysis

The City of Grand Prairie is participating in the development of the Veloweb Trail System in DFW that will pass through portions of Grand Prairie. The creation and development of the Veloweb Trail System is supported by the mayors of Grand Prairie, Fort Worth, Arlington, Dallas, and Irving. Upon completion, the trail system will provide a continuous trail system from Dallas to Fort Worth. The segments of trail that are in Grand Prairie are identified below:

- Lone Star Trail, 3.8 miles; this trail connects Grand Prairie trail to the City of Irving's Champion Trail (Completed 2009)
- Lone Star Trail Extension (Wildlife Commerce Trail), 1.7 miles TIFF funded connecting Lone Star Trail at Beltline to Wildlife Parkway at Hard Rock (In progress)

- Wildlife Parkway Roadway Improvements, .06 miles connecting Lone Star Trail Extension (Wildlife Commerce Trail) to existing Good Link Trail and funded through the Road Improvements Project (In Design)
- The Good Link Trail was funded through federal highway administration funds as mitigation for State Hwy 161. The trail connects CP Waggoner to Mike Lewis Park (Completed 2008)
- The CentrePort Phase II will extend from Mike Lewis Park to the Fort Worth city limits near CentrePort approximately 1.4 miles.

In April of 2018, an Interlocal Agreement was executed between the City of Fort Worth and Grand Prairie for Veloweb Trail design (CentrePort Trail Phase II) (90%). NCTCOG submitted the construction phases of the Grand Prairie and Fort Worth trail segments to the Regional Transportation Council (RTC) which approved funding in late 2018. The Grand Prairie segment of construction (1.4 miles) has a preliminary construction budget of \$4,600,000 of which 80% (\$3,680,000) would be federally funded and \$920,000 would be Grand Prairie's local share. Approval of the \$4.6M was made by the RTC in October 2018. The City Of Grand Prairie will be responsible for costs increases for the portions of the trail that fall within the Grand Prairie city limits; there are no expected funding increases to the grant funded portion of the project.

The City of Grand Prairie is entering into an Advanced Funding Agreement (AFA) with TxDOT for CentrePort Phase II development that will connect the TRE train station in CentrePort to existing trails in Mike Lewis Park. This trail segment will be the final piece of the Regional Veloweb located in Grand Prairie (Estimated Completion of 2023 based on current timeline). Included in the Advance Funding Agreement (AFA) with TXDOT are amounts totaling \$301,716 for plan review and inspection. These fees are above and beyond the 20% grant match requirement.

Financial Consideration

Funding for the grant match portion of the project in the amount of \$920,000 is available in the Grant Capital Project Fund (300596) WO #15019020 (Northwest Trail Connection). Funding for the additional \$301,716 for plan review and inspection is available by approving an ordinance transferring and appropriating from the unobligated balance in the Parks Capital Projects Fund (317193) to WO #15019020 (Northwest Trail Connection).

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR REGIONAL VELOWEB TRAIL DEVELOPMENT FROM THE FORT WORTH CITY LIMITS NEAR CENTREPORT TO MIKE LEWIS PARK NEAR ROY ORR BOULEVARD

WHEREAS, the City of Grand Prairie City Council approved an Interlocal Agreement on February 20, 2018 in the amount of \$90,000 with the City of Fort Worth for joint engineering design and cost estimation services for the Northwest Trail Connection (CentrePort Trail Phase II)

WHEREAS, the City of Grand Prairie City Council approved an Ordinance on May 7, 2019 in the amount of \$920,000 for grant match funding for the construction of the North West Trail Connection, a part of the Regional Veloweb (CentrePort Trail Phase II)

WHEREAS, the City of Grand Prairie City Council shall consider and approve \$301,716 on July 14, 2020 for plan review and inspection as part of the Advance Funding Agreement (AFA) with TXDOT (Ref: Ordinance #20-xxxx)

WHEREAS, by approval of this resolution, the City of Grand Prairie will be responsible for \$920,000 for construction and \$301,716 for plan review and inspection of the North West Trail Connection, a part of the Regional Veloweb (CentrePort Trail Phase II)

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

SECTION 1. The City Manager is authorized to execute an Advance Funding Agreement (AFA) with TXDOT on behalf of the City of Grand Prairie.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, JULY 14, 2020.

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 300596 - 15019020
 Project Title: Northwest Trail Connection
 Current Request: \$301,716.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|--------------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Adv/Promotions (61600) | \$0 | \$0 | \$0 | \$0 | \$0 |
| Construction (68540) | \$4,296,865 | \$4,296,865 | \$301,716 | \$4,598,581 | \$4,598,581 |
| Engineering/Consultant (68540) | \$303,135 | \$303,135 | \$0 | \$303,135 | \$303,135 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| TOTAL | \$4,600,000 | \$4,600,000 | \$301,716 | \$4,901,716 | \$4,901,716 |

| | | | |
|-----------------|-------------------------------|---|-----------------------------------|
| TxDOT: | | Federal Highway Administration: | |
| CSJ # | 0902-90-163 | CFDA No. | 20.205 |
| District # | 02 Fort Worth | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 16950 | | |
| Project Name | Veloweb Trail Mike Lewis Park | AFA Not Used For Research & Development | |

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
CONGESTION MITIGATION & AIR QUALITY IMPROVEMENT
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of Grand Prairie, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115550 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as Bicycle and Pedestrian Improvements. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

| | | | |
|------------------------|--------------------------------------|--|--|
| TxDOT: | | Federal Highway Administration: | |
| CSJ # | 0902-90-163 | CFDA No. | 20.205 |
| District # | 02 Fort Worth | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 16950 | | |
| Project Name | Veloweb Trail Mike Lewis Park | AFA Not Used For Research & Development | |

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

| | | | |
|----|-------------------------|---|------------|
| 1 | Local Government | Utilities | Article 8 |
| 2. | Local Government | Environmental Assessment and Mitigation | Article 9 |
| 3. | Local Government | Architectural and Engineering Services | Article 11 |
| 4. | Local Government | Construction Responsibilities | Article 12 |
| 5. | Local Government | Right of Way and Real Property | Article 14 |

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction of a Regional Veloweb trail, 12 foot wide concrete hike and bike trail from the termination of Fort Worth Trail at Corporate to Mike Lewis Park near Roy Orr Boulevard. The trail will parallel Trinity Boulevard and turn south paralleling Roy Orr. The trail will continue south until it reaches Mike Lewis Park.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the

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| TxDOT: | | Federal Highway Administration: | |
| CSJ # | 0902-90-163 | CFDA No. | 20.205 |
| District # | 02 Fort Worth | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 16950 | | |
| Project Name | Veloweb Trail Mike Lewis Park | <i>AFA Not Used For Research & Development</i> | |

- Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
 - C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of

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| TxDOT: | | Federal Highway Administration: | |
| CSJ # | 0902-90-163 | CFDA No. | 20.205 |
| District # | 02 Fort Worth | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 16950 | | |
| Project Name | Veloweb Trail Mike Lewis Park | <i>AFA Not Used For Research & Development</i> | |

preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

| | | | |
|------------------------|--------------------------------------|---|--|
| TxDOT: | | Federal Highway Administration: | |
| CSJ # | 0902-90-163 | CFDA No. | 20.205 |
| District # | 02 Fort Worth | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 16950 | | |
| Project Name | Veloweb Trail Mike Lewis Park | <i>AFA Not Used For Research & Development</i> | |

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance

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|-----------------|-------------------------------|---|-----------------------------------|
| TxDOT: | | Federal Highway Administration: | |
| CSJ # | 0902-90-163 | CFDA No. | 20.205 |
| District # | 02 Fort Worth | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 16950 | | |
| Project Name | Veloweb Trail Mike Lewis Park | AFA Not Used For Research & Development | |

of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

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- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

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- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%)

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of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| Local Government: | State: |
|---|---|
| City of Grand Prairie ATTN: City Manager 400 College Street Grand Prairie, Texas 75050 | Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability

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shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for

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review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials

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and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

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- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these*

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requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ _____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

Date

DRAFT

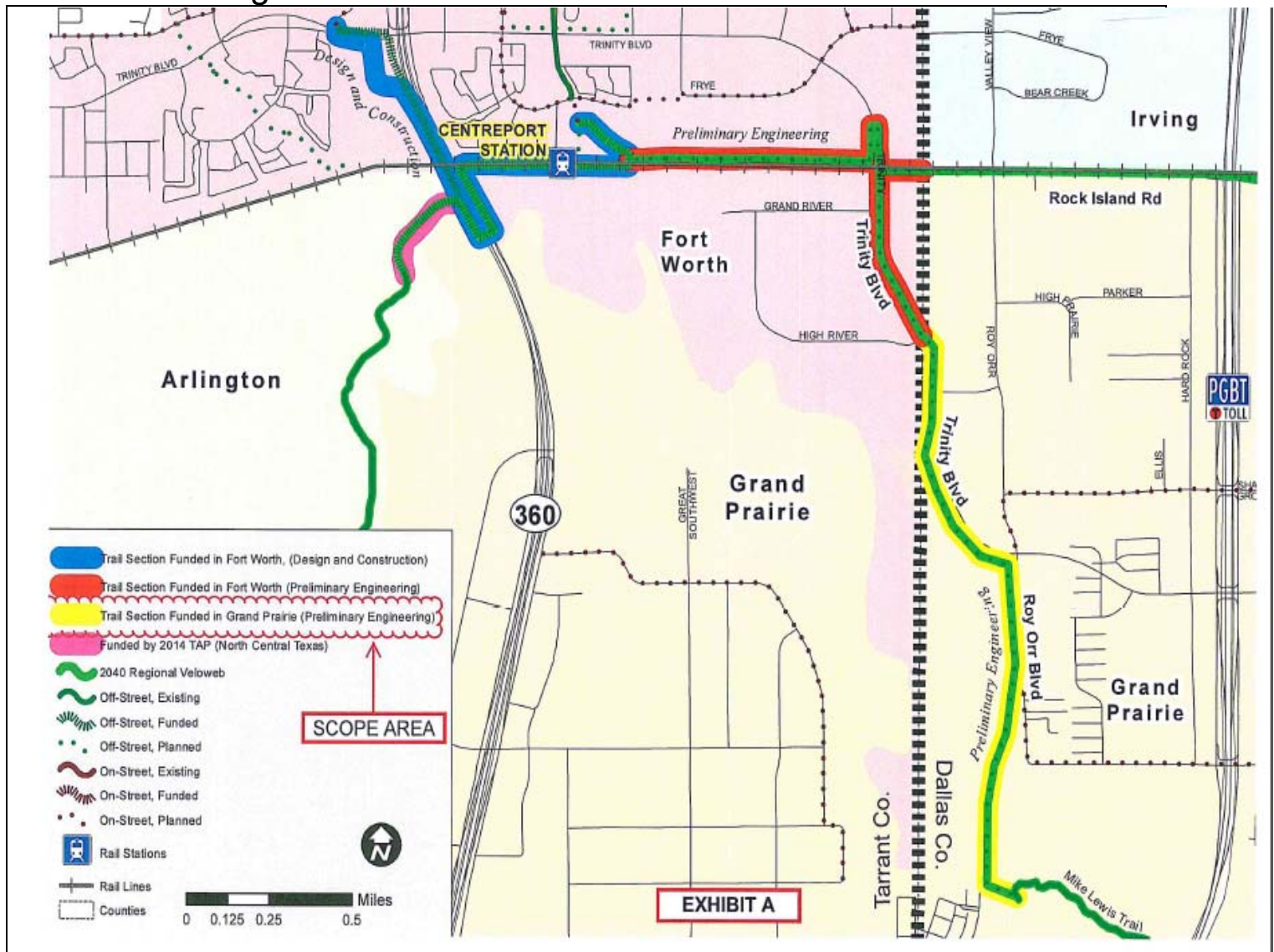
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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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ATTACHMENT B LOCATION MAP SHOWING PROJECT

Regional Trail Connections to CentrePort TRE Station



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| TxDOT: | | Federal Highway Administration: | |
| CSJ # | 0902-90-163 | CFDA No. | 20.205 |
| District # | 02 Fort Worth | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 16950 | | |
| Project Name | Veloweb Trail Mike Lewis Park | AFA Not Used For Research & Development | |

ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

| Description | Total Estimated Cost | Federal Participation | | State Participation | | Local Participation | |
|-------------------------------------|----------------------------|--------------------------|-------------|------------------------|-----------|------------------------|-------------|
| | | % | Cost | % | Cost | % | Cost |
| Environmental (by Local Government) | \$27,500 | 80% | \$22,000 | 0% | \$0 | 20% | \$5,500 |
| Engineering (by Local Government) | \$275,635 | 80% | \$220,508 | 0% | \$0 | 20% | \$55,127 |
| Right of Way (by Local Government) | \$636,100 | 80% | \$508,880 | 0% | \$0 | 20% | \$127,220 |
| Utility (by Local Government) | \$75,000 | 80% | \$60,000 | 0% | \$0 | 20% | \$15,000 |
| Construction (by Local Government) | \$3,585,765 | 80% | \$2,868,612 | 0% | \$0 | 20% | \$717,153 |
| Subtotal | \$4,600,000 | | \$3,680,000 | | \$0 | | \$920,000 |
| Environmental Direct State Costs | \$1,375 | 0% | \$0 | 0% | \$0 | 100% | \$1,375 |
| Right of Way Direct State Costs | \$31,805 | 0% | \$0 | 0% | \$0 | 100% | \$31,805 |
| Engineering Direct State Costs | \$13,782 | 0% | \$0 | 0% | \$0 | 100% | \$13,782 |
| Utility Direct State Costs | \$3,750 | 0% | \$0 | 0% | \$0 | 100% | \$3,750 |
| Construction Direct State Costs | \$251,004 | 0% | \$0 | 0% | \$0 | 100% | \$251,004 |
| Indirect State Costs | \$207,920 | 0% | \$0 | 100% | \$207,920 | 0% | \$0 |
| TOTAL | \$5,109,636 | | \$3,680,000 | | \$207,920 | | \$1,221,716 |

Initial payment by the Local Government to the State: \$50,712.00

Payment by the Local Government to the State before construction: \$251,004.00

Estimated total payment by the Local Government to the State \$301,716.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.



Legislation Details (With Text)

| | | | | | |
|----------------------|---|----------------------|---|--------------|---|
| File #: | 20-10138 | Version: | 1 | Name: | BJA FY 20 Coronavirus Emergency Supplemental FY20 BJA COVID Grant- Emergency Management |
| Type: | Agenda Item | Status: | | | Consent Agenda |
| File created: | 7/2/2020 | In control: | | | Emergency Management |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | Resolution authorizing ratification of the application for the BJA FY 20 Coronavirus Emergency Supplemental Funding (CESF) Program Grant of approximately \$125,000; and if awarded, authorize the City Manager to accept the grant by signing the Award Agreement and other grant related documents from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) | | | | |

Sponsors:

Indexes:

Code sections:

Attachments:

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

From

Mike Joy, Senior Financial Analyst

Title

Resolution authorizing ratification of the application for the BJA FY 20 Coronavirus Emergency Supplemental Funding (CESF) Program Grant of approximately \$125,000; and if awarded, authorize the City Manager to accept the grant by signing the Award Agreement and other grant related documents from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA)

Presenter

Mike Joy, Senior Financial Analyst

Recommended Action

Approve

Analysis

The Office of Emergency Management (OEM) is seeking ratification of the BJA FY 20 CESF Program Grant application; and if awarded, authorize the City Manager to accept the grant by signing the Award Agreement and other grant related documents from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. The grant amount for FY20 is approximately \$125,000. These funds will be managed by the OEM and used for reimbursement for public safety COVID19 initiatives through both the Fire Department and the Police Department to mitigate and respond to COVID19.

Project Name:

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

Public Safety Initiatives:

The following equipment/supply purchases are for decontaminating and preventing the spread of COVID-19 while performing essential responsibilities to include: equipment for the cleaning and sanitization area public safety vehicles/areas, a response vehicle for non-life threatening calls as it relates to COVID-19 or any other highly infectious disease allowing increased operations by not impacting responses to life safety calls without hindering our 7 frontline ambulances should the vehicle need to be sanitized, disinfectant Sprayers for decontaminating fire stations, police station/jail, and other City buildings, equipment for utilization of civil unrest relating to secondary effects of a pandemic, and IT Hardware/Software items like remote desktop monitoring licenses, web camera, and Zoom video conference call server.

Financial Consideration

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

Body

RESOLUTION RATIFYING APPLICATION FOR THE BJA FY 20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM; AND IF AWARDED, AUTHORIZE THE CITY MANAGER TO ACCEPT FUNDING BY SIGNING THE SUB-RECIPIENT AGREEMENT AND OTHER GRANT RELATED DOCUMENTS FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE (BJA)

WHEREAS, the City of Grand Prairie is expected to be awarded the BJA FY 20 Coronavirus Emergency Supplemental Funding (CESF) Program Grant;

WHEREAS, the City will provide a cash match of \$0 to the Office of Justice Programs, in which the CESF grant does not require any;

WHEREAS, in the event of loss or misuse of grant funds, the city will return all funds to the BJA;

WHEREAS, this grant award would allow the City of Grand Prairie to accept this grant and purchase needed equipment during the grant performance period from January 20, 2020 through January 31, 2022;

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

SECTION 1. The City Manager or designee is hereby authorized to apply for and accept the BJA FY 20 Coronavirus Emergency Supplemental Funding (CESF) Program Grant Award and other grant related documents with the grant performance period from January 20, 2020 through January 31, 2022.

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

PASSED AND APPROVED BY THE GRAND PRAIRIE CITY COUNCIL, JULY 14, 2020.



Legislation Details (With Text)

| | | | | | |
|----------------------|--|----------------------|---|----------------------|---------------------------------------|
| File #: | 20-10132 | Version: | 1 | Name: | TXDOT Tarrant County Mowing Agreement |
| Type: | Resolution | Status: | | Status: | Consent Agenda |
| File created: | 6/30/2020 | In control: | | In control: | Police |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Resolution ratifying and 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 mowing and litter collection along TxDOT rights-of-way in Tarrant County. | | | | |

Sponsors:

Indexes:

Code sections:

Attachments: [0841 A1 - Municipal Maintenance Agreement - Ft Worth - Amendment.pdf](#)

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

From

Fred Bates, Jr.

Title

Resolution ratifying and 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 mowing and litter collection along TxDOT rights-of-way in Tarrant County.

Presenter

Steve Collins, Code Compliance Manager

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 102.24 acres of roadside property within the City of Grand Prairie, along access state routes of State Hwy 360 N (from Avenue K North to the Fort Worth border), 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 and conduct mowing 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 and \$46.65 per acre per mowing cycle, up to three (3) events per year for the 5-year period. This amendment will allow the coordination of litter and mowing cycles to reduce the chance of mowing taking place before the litter has been picked up.

Council approved a similar amendment on February 18, 2020. However, prior to that agreement being signed by both parties, Fort Worth TxDOT agreed to reimburse for mowing as well. This agreement reflects the

addition of mowing reimbursements.

Financial Consideration

The actual cost of mowing along these roadways at a frequency of once per month is \$23,847.50 of which approximately \$14,308.50 is eligible for reimbursement annually from TxDOT under this agreement. If more frequent mowing is needed, the expense associated with this will be paid for by the City.

Funding is available in the approved FY 2019/2020 Code Compliance Budget 283310 61225 Contractual Services.

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, RATIFYING AND 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 AND MOWING 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 mowing and 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 mowing and litter clean up through its mowing and litter cleanup contractors; and

WHEREAS, the City desires to perform all mowing and 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 twelve litter collections per year for a five-year commitment. The rate of reimbursement shall be based on the average 2019 litter

clean-up 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 cycles to less than twelve per year.

2. Reimburse the City for full width mowing 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 three (3) mowing cycles a year for a minimum of a five (5) year commitment. The rate of reimbursement shall be based on the full width mowing cost for Tarrant County. The 2019 rate for full width mowing is \$46.65/acre. Reimbursement may be further limited if the State adopts a statewide policy reducing the number of cycles to less than three (3) per year.

If there is a State policy change to further reduce the State's mowing or 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 accordance with the previously agreed upon reimbursement schedule.

City's Responsibilities (Controlled Access)

1. Perform full width mowing and 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 and perform full width mowing 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 for litter pick up if the roadway is under construction or if it is taken off the state system.

The City agrees that for mowing and litter cleanup, if performed by employees of the City, the City shall show proof of self-insurance. If mowing and litter cleanup is performed by a contractor(s) selected by the City through its selection process; the City shall require the contractor(s) to have in place, insurance as evidenced by the State's Certificate of Insurance form. The city will also require any 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 to enter into a contract to effectuate the intent of the outlined amendment.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,
JULY 14, 2020.**



Contract Coversheet

Dept:* Solid Waste and Recycling

Contract ID: 0841 A1

Contact Name: Brandie Klein

Contact Phone:* 8151

Contact Email:* bklein@gptx.org

Vendor Name: Texas Department of Transportation - Fort Worth District

Vendor Email: irene.dominguez@txdot.gov

Project Name: Municipal Maintenance Agreement - Ft Worth

Summary Agreement for mowing and litter clean up in specified locations.

Permanent Retention*

☐ Yes

☒ No

Contract Amount

\$ 0.00

Total Contract Amount over all terms

\$

Account #

Work Order #

Implementation Date

4/15/2020

Termination Date

4/15/2025

Council Approval Date

9/17/2019

Contract Approvals

Department Manager:

Patricia D. B. Redfeare

Date 4/16/2020

City Attorney Signature

Tiffany Bull

Date 4/20/2020

City Manager Signature

SC Dye

Date 4/23/2020

City Secretary Signature

HL Galicia

Date 4/23/2020

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT

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 mowing and 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 mowing and litter clean up through its litter clean up contractors; and

WHEREAS, the City desires to perform all mowing and litter clean up 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.

AGREEMENT

NOW, THEREFORE, 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:

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 roads in undeveloped areas. Reimbursement shall be limited to 12 litter collections per year for a five-year commitment. The rate of reimbursement shall be based on the average 2019 litter clean-up costs for Tarrant County. The average cost for litter clean-up 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 twelve per year.
2. Reimburse the City for full width mowing 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 roads in undeveloped areas. Reimbursement shall be limited to three (3) mowing cycles a year for a minimum of a five (5) year commitment.

The rate of reimbursement shall be based on the full width mowing cost for Tarrant County. The 2019 rate for full width mowing is \$46.65/acre. Reimbursement may be further limited if the State adopts a Statewide policy reducing the number of mowing cycles to less than three (3) per year.

If there is a State policy change to further reduce the State's mowing or 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 accordance with the previously agreed upon reimbursement schedule.

City's Responsibilities (Controlled Access)

1. Perform full width mowing and 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 and perform full width mowing 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 clean up cycles at intervals as established above.
3. Reimbursement will not be made for litter pick up if the roadway is under construction or if it is taken off the state system.

The City agrees that for mowing and litter clean up, if performed by employees of the City, the City shall show proof of self-insurance. If mowing or litter clean-up is performed by a contractor(s) selected by the City through its selection process; the City shall require the contractor(s) to have in place, insurance as evidenced by the State's Certificate of Insurance form. The city will also require any contractor(s) to agree to indemnify and save harmless the state from all claims and liability due 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 clean up 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 services under this Amendment, this 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.

IN TESTIMONY WHEREOF, the parties have hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

THE CITY OF GRAND PRAIRIE

By: SCD
Steve Dye, Deputy City Manager

Date: 4/23/2020

APPROVED AS TO FORM:

Assistant

City Attorney

By: T.H. Bull
Assistant City Attorney

Date: 04/20/2020

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

APPROVED:

DocuSigned by:
By: Larry C. Bussell
Fort Worth District Engineer
Texas Department of Transportation

Date: 6/23/2020



Legislation Details (With Text)

| | | | | | |
|----------------------|--|----------------------|---|----------------------|--------------------------------------|
| File #: | 20-10131 | Version: | 1 | Name: | TXDOT Dallas County Mowing Agreement |
| Type: | Resolution | Status: | | Status: | Consent Agenda |
| File created: | 6/30/2020 | In control: | | In control: | Police |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | Resolution ratifying and 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 mowing and litter collection along TxDOT rights-of-way in Dallas County | | | | |

Sponsors:

Indexes:

Code sections:

Attachments: [0840 A1 - Municipal Maintenance Agreement - Dallas County - Amendment.pdf](#)

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

From

Fred Bates, Jr.

Title

Resolution ratifying and 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 mowing and litter collection along TxDOT rights-of-way in Dallas County

Presenter

Steve Collins, Code Compliance Manager

Recommended Action

Approve

Analysis

Since September 6, 1994 the Dallas District of Texas Department of Transportation has been responsible for the cleanup and mowing of approximately 296.64347 acres of roadside property within the City of Grand Prairie, along access state routes of IH 20 (Controlled Access from the East City Limit to the West City Limit) 114.427 acres and IH 30 (Controlled Access from the East City Limit to the West City Limit) 145.618 acres. 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 and conduct mowing along these roadways and provides for reimbursement to the City from the state for up to \$15.15 per acre per collection cycle, up to 12 events per year for the 5-year period and \$55.00 per acre, limited to three (3) per year for the 5-year period. This amendment will allow the coordination of litter and mowing cycles to reduce the chance of mowing taking place before litter has been picked up.

Council approved a similar amendment with regard to litter only on February 18, 2020. However, prior to that

agreement being signed by both parties, Dallas TxDOT agreed to reimburse for mowing as well. This agreement reflects the addition of mowing reimbursements.

Financial Consideration

The total cost of mowing along these roadways at a frequency of once per month is \$81,576.95 of which approximately \$48,946.17 is eligible for reimbursement annually from TxDOT under this agreement. If more frequent mowing is needed, the expense associated with this will be paid for by the City.

Funding is available in the approved FY 2019/2020 Code Compliance Budget 283310 61225 Contractual Services.

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, RATIFYING AND 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 AND MOWING ALONG TXDOT RIGHTS-OF-WAY IN DALLAS COUNTY

WHEREAS, on the 6th day of September 1994, 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 and mowing controlled access state routes of IH 20 (Controlled Access from the East City Limit to the West City Limit) 114.427 acres and IH 30 (Controlled Access from the East City Limit to the West City Limit) 145.618 acres within the City; and

WHEREAS, the State conducts this mowing and litter clean up through its mowing litter cleanup contractors; and

WHEREAS, the City desires to perform all mowing and 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 mowing and litter clean up within the right-of-way on controlled access highways. Reimbursement excludes the area from the back of the curb to the right-of-way and highway under construction. Reimbursement shall be limited to up to twelve litter collections

and three mowing cycles per year for a five-year commitment. The rate of reimbursement shall be based on the average 2019 mowing and litter cleanup costs for Dallas County. The average cost for litter cleanup is \$15.15/acre. The average cost for mowing is \$55.00/acre. Reimbursement may be further limited if the State adopts a statewide policy reducing the number of cycles to less than 3 per year for mowing and 12 per year for litter clean up.

If there is a State policy change to further reduce the State's mowing and 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 accordance with the previously agreed upon reimbursement cycle.

City's Responsibilities (Controlled Access)

1. Perform mowing and litter clean up at the locations indicated as follows:

, Controlled access routes along access state routes of IH 20 (Controlled Access from the East City Limit to the West City Limit) 114.427 acres and IH 30 (Controlled Access from the East City Limit to the West City Limit) 145.618 acres.

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

The City agrees that for litter cleanup and mowing, if performed by employees of the City, the City shall show proof of self-insurance. If litter cleanup and mowing 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 services 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 to enter into a contract to effectuate the outlined

amendment.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,
JULY 14, 2020.**



Contract Coversheet

Dept:* Solid Waste and Recycling

Contract ID: 0840 A1

Contact Name: Brandie Klein

Contact Phone:* 8151

Contact Email:* bklein@gptx.org

Vendor Name: Texas Department of Transportation - Dallas District

Vendor Email: katrina.baker@txdot.gov

Project Name: Municipal Maintenance Agreement - Dallas County

Summary Agreement for mowing and litter clean up ion specified locations.

Permanent Retention*

☐ Yes

☒ No

Contract Amount

\$ 0.00

Total Contract Amount over all terms

\$

Account #

Work Order #

Implementation Date

4/15/2020

Termination Date

4/15/2025

Council Approval Date

9/17/2019

Contract Approvals

Department Manager:

Patricia D. B. Redfearn

Date 4/16/2020

City Attorney Signature

Tiffany Bull

Date 4/20/2020

City Manager Signature

SC Dye

Date 4/23/2020

City Secretary Signature

HL Galicia

Date 4/23/2020

STATE OF TEXAS §
COUNTY OF TRAVIS §

AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT

WHEREAS, on the 6th day of September, 1994, 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 mowing and litter clean up maintenance of certain state highways and roadways within the City, including IH 20 and IH 30; and

WHEREAS, the State, conducts this mowing and litter clean up maintenance through its contractors; and

WHEREAS, the City desires to perform additional mowing and litter clean up maintenance on the aforementioned state routes; and

WHEREAS, the City and the State agree to amend the existing Municipal Maintenance Agreement.

AGREEMENT

NOW, THEREFORE, 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:

State's Responsibilities

Reimburse the City for mowing and litter clean up within the right-of-way on controlled access highways. Reimbursement excludes the area from the back of the curb to the right-of-way and highway under construction.

Reimbursement shall be limited to 3 mowing cycles per year (in approximately May, August and November) The rate of reimbursement shall be up to current contract prices for mowing and litter costs for Dallas County. Reimbursement for mowing will be \$55/acre.

Reimbursement shall be limited to up to 12 litter cycles per year (on a monthly basis). The rate of reimbursement shall be up to current contract prices for litter costs for Dallas County. The current contract price is \$15.15/acre for litter clean up.

Reimbursement may be further limited if the State adopts a statewide policy reducing the number of mowing cycles to less than three per year or the number of litter cycles to less than 12 per year.

At the end of the third year, the State will re-evaluate the current prices for both mowing and litter clean up and enter into a new agreement with the City.

If there is a State policy change to further reduce the State's mowing or 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 accordance with the previously agreed upon reimbursement schedule.

City's Responsibilities

1. Mow the locations indicated on the following table:

| Facility | From | To | Acres |
|------------------------------|--------------------|--------------------|---------|
| IH 20 (Controlled Access) | East City Limit | West City Limit | 114.427 |
| IH 30 (Controlled Access) | East City Limit | West City Limit | 145.618 |

2. Perform litter clean up at the locations indicated on the following table:

| Facility | From | To | Acres |
|------------------------------|--------------------|--------------------|---------|
| IH 20 (Controlled Access) | East City Limit | West City Limit | 114.427 |
| IH 30 (Controlled Access) | East City Limit | West City Limit | 145.618 |

3. Submit invoices and cancelled checks for mowing and litter clean up cycles at intervals as established above.
4. Reimbursement will not be made for sections of roadway that are under construction or if the roadway is taken off the state system.

The City agrees that for mowing and litter clean up, if performed by employees of the City, the City shall show proof of self-insurance. If mowing and/or litter clean- up is performed by a contractor(s) selected by the City through its selection process; the City shall require the contractor(s) to have in place, insurance as evidenced by the State's Certificate of Insurance form. The city will also require any contractor(s) to agree to indemnify and save harmless the state from all claims and liability due 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 clean up 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 services under this Amendment, this 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.

IN TESTIMONY WHEREOF, the parties have hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

THE CITY OF GRAND PRAIRIE

By: SCD
Steve Dye, Deputy City Manager
Date: 4/23/2020

APPROVED AS TO FORM:
Assistant

City Attorney

By: T.H. Bell
Assistant City Attorney

Date: _____

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

APPROVED:

DocuSigned by:
By: [Signature]
E2527632-80E4-4976
Dallas District Engineer
Texas Department of Transportation

Date: 4/29/2020



Legislation Details (With Text)

File #: 20-10144 **Version:** 1 **Name:** Resolution authorizing the City Manager to enter into a LPAFA with TxDOT for the installation of Dynamic Message Signs and CCTV along IH30 from MacArthur to 161

Type: Resolution **Status:** Consent Agenda

File created: 7/2/2020 **In control:** Engineering

On agenda: 7/14/2020 **Final action:**

Title: Resolution authorizing the City Manager to enter into a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) for the installation of Dynamic Message Signs (DMS) and Closed-Circuit CCTV cameras along IH30 from MacArthur Boulevard to SH161.

Sponsors:

Indexes:

Code sections:

Attachments: [Capital Projects Budget Summary.pdf](#)

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

From

Caryl DeVries

Title

Resolution authorizing the City Manager to enter into a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) for the installation of Dynamic Message Signs (DMS) and Closed-Circuit CCTV cameras along IH30 from MacArthur Boulevard to SH161.

Presenter

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

Recommended Action

Approve

Analysis

The City of Grand Prairie is entering into a partnership with TxDOT for the installation of Dynamic Message Signs (DMS) and Closed-Circuit CCTV cameras along IH30 from MacArthur Boulevard to SH161.

DMS Locations:

1. 161 SB frontage road at S of IH30
2. 161 NB frontage road at N of IH30
3. Tarrant at WB before 161 NB frontage road
4. IH30 WB frontage road exit to MacArthur
5. IH30 WB frontage road exit to Belt Line

CCTV Locations:

1. MacArthur at IH30 WB frontage road
2. Tarrant at NW 7th
3. Carrier at Tarrant

This is a Congestion Mitigation and Air Quality (CMAQ) Improvement Program On-System Project. The installation of DMS and CCTV will reduce congestion from incidents, provide information to motorists, and deliver video of traffic to Traffic Management Centers to enhance mobility along this corridor.

The overall project cost is \$519,837 of which \$330,400 is federally funded, \$176,837 is state funded, and \$12,600 is locally funded.

Financial Consideration

Funding for the installation of Dynamic Message Signs (DMS) and Closed-Circuit CCTV cameras, in the amount of \$12,600, is available in the Street Capital Projects Fund (400192) WO #02007601 (FY20 Misc Engineering STRT)

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR THE INSTALLATION OF DYNAMIC MESSAGE SIGNS (DMS) AND CLOSED-CIRCUIT CCTV CAMERAS ALONG IH30 FROM MACARTHUR BOULEVARD TO SH161

WHEREAS, federal law established federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115921 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Installation of Dynamic Message Signs (DMS) and Closed-Circuit CCTV cameras along IH30 from MacArthur Boulevard to SH161**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements,

including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, this resolution will authorize entering into this Agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council or the City of GRAND PRAIRIE, Texas that:

Section 1. The City Manager is authorized to execute a LPAFA with the TxDOT on behalf of the City of Grand Prairie.

Section 2. The project is installing Dynamic Message Signs (DMS) and Closed-Circuit CCTV cameras along IH30 from MacArthur Boulevard to SH161.

Section 3. The City Manager is authorized to execute contract agreements on behalf of the City of Grand Prairie with the TxDOT for aid in the financing of construction projects.

Section 4. The City of Grand Prairie will serve as the public sponsor and lead project contact on this project. The City of Grand Prairie agrees to designate a single point of contact for the project.

Section 5. The City of Grand Prairie understands and acknowledges that all awarded funding is provided on a reimbursement basis.

Section 6. The project will enhance mobility along the IH30 corridor within Grand Prairie.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,
JULY 14, 2020.**

CITY OF GRAND PRAIRIE

CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 400192/ 002007601
 Project Title: FY20 Misc Engineering STRT
 Current Request: \$0.00

| ACCOUNT DESCRIPTION | 1 CURRENT BUDGET | 2 AVAILABLE BALANCE | 3 CURRENT REQUEST | 2+3 REVISED BALANCE | 1+3 AMENDED BUDGET |
|------------------------|------------------------|---------------------------|-------------------------|---------------------------|--------------------------|
| Prof Engineering 61041 | \$15,218 | \$12,644 | \$0 | \$12,644 | \$15,218 |
| Misc Services 61485 | \$12,007 | \$12,007 | \$0 | \$12,007 | \$12,007 |
| Labor 68915 | \$22,775 | \$22,775 | \$0 | \$22,775 | \$22,775 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| | | | | \$0 | \$0 |
| TOTAL | \$50,000 | \$47,426 | \$0 | \$47,426 | \$50,000 |



Legislation Details (With Text)

| | | | | | |
|----------------------|--|----------------------|---|--------------|---|
| File #: | 20-10072 | Version: | 1 | Name: | SU200604/S200604 - Specific Use Permit/Site Plan - Texas Trust Credit Union |
| Type: | Ordinance | Status: | | | Public Hearing Consent Agenda |
| File created: | 6/15/2020 | In control: | | | Planning and Zoning Commission |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | SU200604/S200604 - Specific Use Permit/Site Plan - Texas Trust Credit Union (Commissioner Hedin/City Council District 2). Specific Use Permit and Site Plan for Texas Trust Credit Union, a 4,280 sq. ft. building with three drive-through lanes. Lot 1R2, Block 1, Khol's Grand Prairie Addition, City of Grand Prairie, Dallas County, Texas, zoned PD-21, within the IH-20 Corridor Overlay District, and addressed as 5850 W IH-20. The agent is Oculus Inc., the applicant is Amy Scherer, L. Keeley Construction, and the owner is Alan Barbee, Texas Trust Credit Union. (On June 22, 2020, the Planning and Zoning Commission tabled this case by a vote of 8-0). | | | | |

Sponsors:

Indexes:

Code sections:

Attachments:

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------------------------|--------|--------|
| 6/22/2020 | 1 | Planning and Zoning Commission | | |

From

Chris Hartmann

Title

SU200604/S200604 - Specific Use Permit/Site Plan - Texas Trust Credit Union (Commissioner Hedin/City Council District 2). Specific Use Permit and Site Plan for Texas Trust Credit Union, a 4,280 sq. ft. building with three drive-through lanes. Lot 1R2, Block 1, Khol's Grand Prairie Addition, City of Grand Prairie, Dallas County, Texas, zoned PD-21, within the IH-20 Corridor Overlay District, and addressed as 5850 W IH-20. The agent is Oculus Inc., the applicant is Amy Scherer, L. Keeley Construction, and the owner is Alan Barbee, Texas Trust Credit Union. (On June 22, 2020, the Planning and Zoning Commission tabled this case by a vote of 8-0).

Presenter

Savannah Ware, AICP, Chief City Planner

Recommended Action

Table

Analysis

Body



Legislation Details (With Text)

File #: 20-10077 **Version:** 1 **Name:** S200603 - Site Plan - Hunter Ferrell Logistics Park
Type: Agenda Item **Status:** Items for Individual Consideration
File created: 6/15/2020 **In control:** Planning and Zoning Commission
On agenda: 7/13/2020 **Final action:**
Title: S200603 - Site Plan - Hunter Ferrell Logistics Park (City Council District 1). Site Plan for Hunter Ferrell Logistics Park, a development with two warehouse buildings totaling 550,518 sq. ft. on 33.44 acres. Tracts 14.2 and 27, Isreal Jennings Survey, Abstract No. 679, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial, and addressed as 2400 and 2701 W Hunter Ferrell Rd. The applicant is B. Cooper, CHI/Acquisitions, L.P., the owner is Hunter Ferrell Land, L.P., and Pete Lindamood. (On June 22, 2020, the Planning and Zoning Commission tabled this case by a vote of 7-0)

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - Location Map.pdf](#)
[Exhibit B - Site Plan for Building A.pdf](#)
[Exhibit C - Site Plan for Building B.pdf](#)
[Exhibit D - Building Elevations for Building A.pdf](#)
[Exhibit E - Building Elevations for Building B.pdf](#)
[Exhibit F - Landscape Plan for Building A.pdf](#)
[Exhibit G - Landscape Plan for Building B.pdf](#)

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------------------------|--------|--------|
| 6/22/2020 | 1 | Planning and Zoning Commission | | |

From

Chris Hartmann

Title

S200603 - Site Plan - Hunter Ferrell Logistics Park (City Council District 1). Site Plan for Hunter Ferrell Logistics Park, a development with two warehouse buildings totaling 550,518 sq. ft. on 33.44 acres. Tracts 14.2 and 27, Isreal Jennings Survey, Abstract No. 679, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial, and addressed as 2400 and 2701 W Hunter Ferrell Rd. The applicant is B. Cooper, CHI/Acquisitions, L.P., the owner is Hunter Ferrell Land, L.P., and Pete Lindamood. (On June 22, 2020, the Planning and Zoning Commission tabled this case by a vote of 7-0)

Presenter

Savannah Ware, AICP, Chief City Planner

Recommended Action

Table

Analysis

SUMMARY:

Site Plan for Hunter Ferrell Logistics Park, a development with two warehouse buildings totaling 550,518 sq. ft. on 33.44 acres. Tracts 14.2 and 27, Isreal Jennings Survey, Abstract No. 679, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial, and addressed as 2400 and 2701 W Hunter Ferrell Rd.

PURPOSE OF REQUEST:

The applicant intends to construct two warehouse buildings on 33 acres. Site Plan approval by City Council is required for any project involving industrial use. Development at this location requires City Council approval of a Site Plan because the property is intended for industrial use.

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

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 (Site A) | City of Irving | Mobile Home Park |
| North (Site B) | Light Industrial; PD-9 | Truck Parking, Auto Related Use |
| South | Light Industrial | Undeveloped, Floodway |
| West | Light Industrial | Lone Star Park Trailhead, Undeveloped |
| East | Light Industrial | Auto Related Use, Undeveloped |

PROPOSED USE CHARACTERISTICS AND FUNCTION:

The applicant is proposing two development scenarios: the construction of Building A on 13.2 acres or the construction of Building A and Building B on 33 acres.

Building A Site Plan

The 13.2-acre site is accessible by two points on W Hunter Ferrell Rd. The proposed warehouse building is 252,919 sq. ft. and has a loading dock on the south side of the building with 54 dock doors. The site includes 160 parking spaces and 60 trailer parking spaces.

Building B Site Plan

The 19.82-acre site is accessible from W Hunter Ferrell Rd via a shared drive. The proposed warehouse building is 166,642 sq. ft. and has a loading dock on the north side of the building with 31 dock doors. The site includes 159 parking spaces and 50 trailer parking spaces.

Site Access and Traffic Impact

The right-of-way for Hunter Ferrell Rd is within the City of Irving. This means that driveway widths and spacing, median openings, deceleration lanes, and pedestrian/bicycle facilities must be approved by the City of Irving. The proposed access points do not align with existing median openings; any median modifications must also be approved by the City of Irving.

ZONING REQUIREMENTS:*Density and Dimensional Requirements*

Development is subject to the LI standards in the UDC. The tables below evaluate the density and dimensional standards of the proposed development. The proposal meets the density and dimensional requirements with the exception of minimum lot width for Site B.

Table 2A: Site Data Summary for Site A

| Standard | Required | Provided | Meets |
|-------------------------|----------|----------|-------|
| Min. Lot Area (Sq. Ft.) | 15,000 | 593,127 | Yes |
| Min. Lot Width (Ft.) | 100 | 1,253 | Yes |
| Min. Lot Depth (Ft.) | 150 | 508.97 | Yes |
| Front Setback (Ft.) | 25 | 30 | Yes |
| Side Setback (Ft.) | 30 | 30 | Yes |
| Max. Height (Ft.) | 50 | 46.5 | Yes |
| Max. Floor Area Ratio | 1:1 | 0.44:1 | Yes |

Table 2B: Site Data Summary for Site B

| Standard | Required | Provided | Meets |
|-------------------------|----------|----------|-------|
| Min. Lot Area (Sq. Ft.) | 15,000 | 863,184 | Yes |
| Min. Lot Width (Ft.) | 100 | 82.16 | No |
| Min. Lot Depth (Ft.) | 150 | 568.83 | Yes |
| Front Setback (Ft.) | 25 | 30 | Yes |
| Side Setback (Ft.) | 30 | 89.5 | Yes |
| Max. Height (Ft.) | 50 | 49 | Yes |
| Max. Floor Area Ratio | 1:1 | 0.44:1 | Yes |

Landscape and Screening

The property is subject to landscape and screening requirements in Article 8 and Appendix X of the UDC. The proposal substantially complies with landscape and screening requirements.

Table 3A: Landscape & Screening Requirements for Site A

| Standard | Required | Provided | Meets |
|----------------------|-----------------------|-----------------------|-------|
| Area (Sq. Ft.) | 59,312 | 98,969 | Yes |
| Trees | 131 | 116 | No |
| Shrubs | 1,186 | 2,241 | Yes |
| Foundation Plantings | Along Primary Facades | Along Primary Facades | Yes |
| Entrance Plantings | At Building Entrance | At Building Entrance | Yes |

Table 3B: Landscape & Screening Requirements for Site B

| Standard | Required | Provided | Meets |
|----------------|----------|----------|-------|
| Area (Sq. Ft.) | 86,318 | 450,319 | Yes |
| Trees | 183 | 170 | No |
| Shrubs | 1,726 | 1,775 | Yes |

| | | | |
|--------------------|----------------------|----------------------|-----|
| Entrance Plantings | At Building Entrance | At Building Entrance | Yes |
|--------------------|----------------------|----------------------|-----|

Building Materials and Design

Industrial buildings greater than 50,000 sq. ft. are subject to the requirements in Appendix X of the UDC. Appendix X requires that primary facades include at least three design elements and secondary facades include at least two design elements. The proposed building elevations meet the design requirements.

Table 4A: Building Design Elements for Building A

| Facade | Type | a. | b. | c. | d. | e. | f. | g. | h. | i. | Total ElMeets |
|--------|-----------|----|----|----|----|----|----|----|----|----|---------------|
| North | Primary | x | | | | x | x | | | | 3 Yes |
| South | Secondary | | | | x | | | | | | 2 Yes |
| West | Primary | x | | | | x | x | | | | 3 Yes |
| East | Primary | x | | | | x | x | | | | 3 Yes |

Table 4B: Building Design Elements for Building B

| Facade | Type | a. | b. | c. | d. | e. | f. | g. | h. | i. | Total ElMeets |
|--------|-----------|----|----|----|----|----|----|----|----|----|---------------|
| North | Primary | x | | | | x | x | | | | 3 Yes |
| South | Secondary | | | | x | | | | | | 2 Yes |
| West | Primary | x | | | | x | x | | | | 3 Yes |
| East | Primary | x | | | | x | x | | | | 3 Yes |

Table 4C: Summary of Building Design Elements

| Letter | Primary Facades Element | Secondary Facades Element |
|--------|-------------------------|---------------------------|
| a. | Masonry Accents | Masonry Accent |
| b. | Glass - 15% | Cornice Projection |
| c. | Awning | Windows - 30% |
| d. | Cornice Projection | Articulation |
| e. | Articulation | |
| f. | Accent Lighting | |
| g. | Colonnade | |
| h. | Wing Wall | |
| i. | Windows - 30% | |

VARIANCES:

City Council may approve variances to Appendix X if the applicant demonstrates that the proposal meets the intent of the ordinance and that the alternative design or measure provides an equal or greater level of quality and standard of development as mandated by the regulations. As a part of this Site Plan, the applicant is requesting the variances listed below.

1. Truck Docks Location for Building B - Truck docks are prohibited along any primary facade.
2. Tree Preservation Requirements - Appendix X requires that developers submit a tree survey and preserves a minimum of 30% of the total existing caliper inches. The applicant has not submitted a tree survey.

3. Minimum Lot Width for Site B - Site B does not meet the minimum required lot width.

RECOMMENDATION:

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

1. The applicant shall coordinate with the Parks Department to connect the proposed walking trails to the existing trail west of the property. The applicant shall construct this connection in conjunction with the proposed trail and activation feature.
2. The applicant shall provide an additional row of street trees closer to Hunter Ferrell Rd to create shade along the existing trail. These trees will count towards the required number of trees. The proposed number of trees is 28 less than what is required. The applicant shall coordinate with the Parks Department and City of Irving on the placement of trees along the trail.

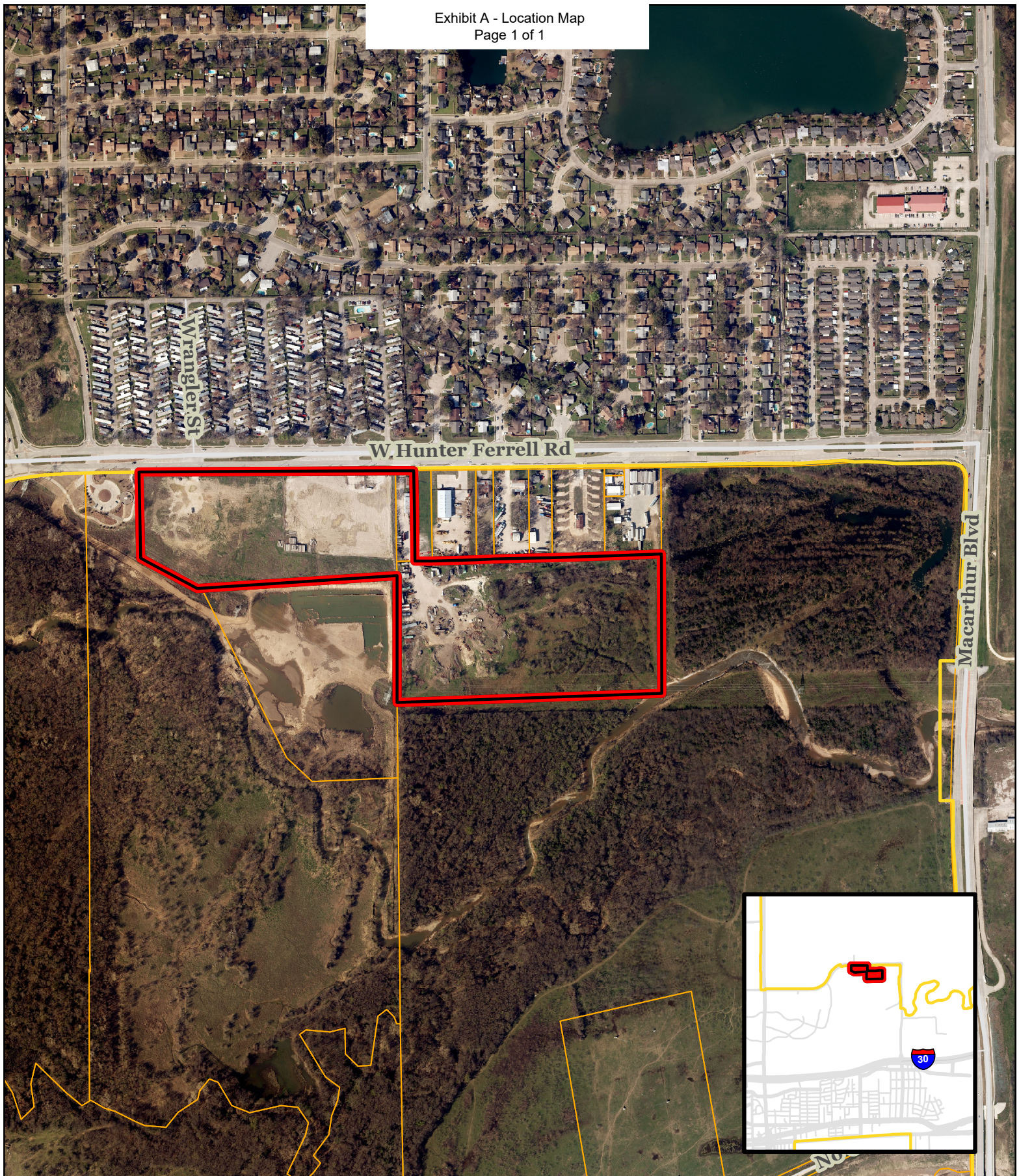
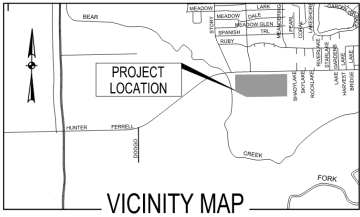


Exhibit B - Site Plan for Building A
Page 1 of 1

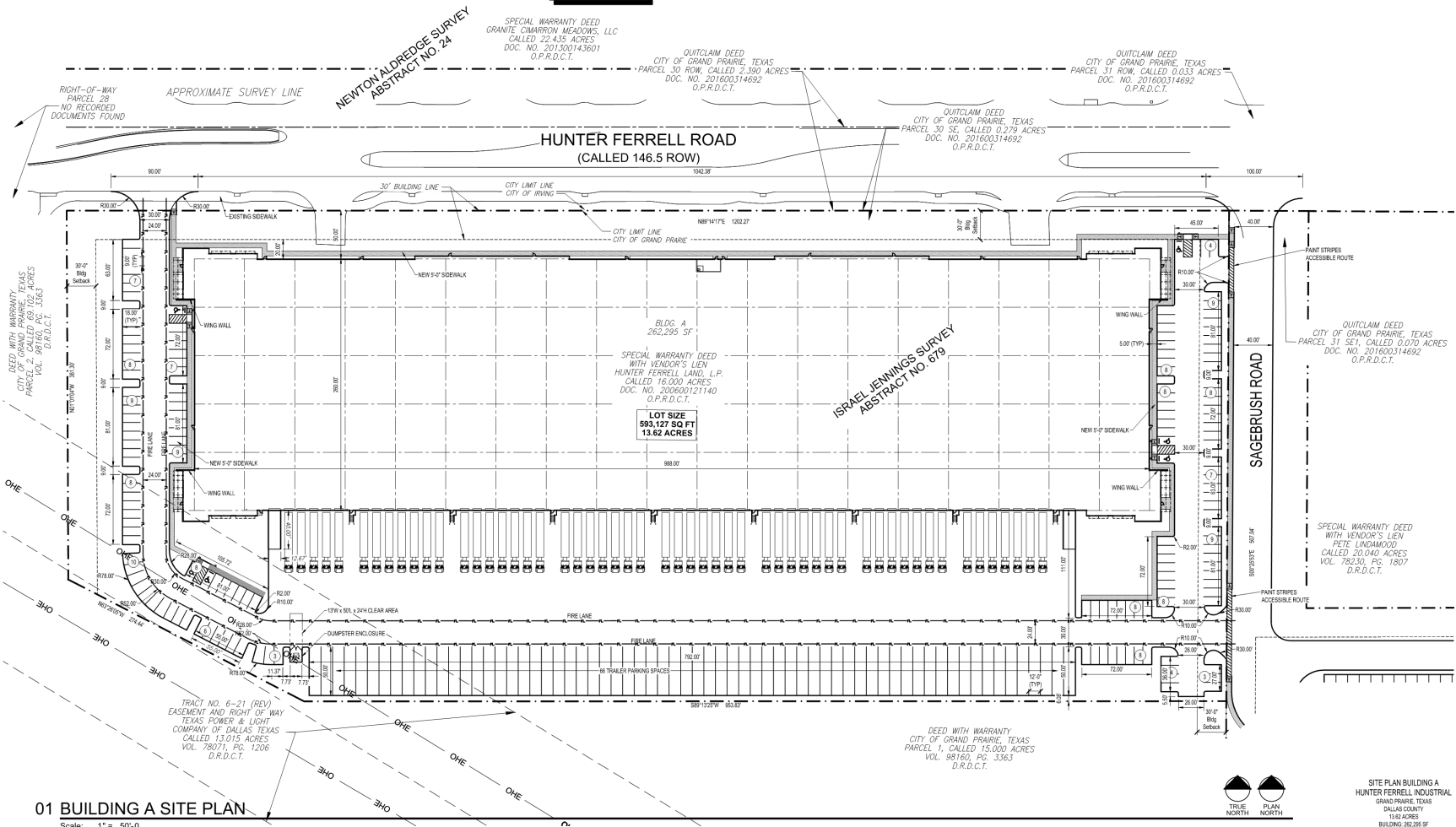


BUILDING A PARKING ANALYSIS
DIMENSIONS = 9' x 10'
7,716 SF OFFICE (241) 1,000 = 8 SPACES
254,984 SF WAREHOUSE = 10 SPACES = 71 SPACES
TOTAL PARKING REQUIRED = 79 SPACES
TOTAL PARKING PROVIDED = 160 SPACES
(INCLUDING 1 ALL VEH ACCESSIBLE)
TOTAL # OF DOCK DOORS = 54

ARCHITECT
AZIMUTH ARCHITECTURE, INC.
JOHN TAYLOR
10228 E NORTHWEST HWY, BOX 66
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(214) 261-9080 BUSINESS
j.taylor@azimutharc.com

OWNER
LINCOLN PROPERTY COMPANY
MICHAEL A. PENADO, SR.
2000 HICKORY AVE, SUITE 1000
DALLAS, TEXAS 75201
(214) 740-3250 BUSINESS
(214) 740-3213 BUSINESS FAX
mpenado@lpc.com
LPC 11048

**HUNTER FERRELL DEVELOPMENT
SITE ANALYSIS**
PROPOSED USE: OFFICE & WAREHOUSE
EXISTING ZONING: U LIGHT INDUSTRIAL
976 AREA - 1152
BUILDING AREA: 262,295 SF
PROPOSED LOT COVERAGE: 43.7%
FLOOR AREA RATIO: 0.47 to 1



AZIMUTH:
architecture
10228 E Northwest Hwy
Box 66
Dallas, Texas 75228
214.261.9080
www.azimutharc.com

HUNTER FERRELL

2609

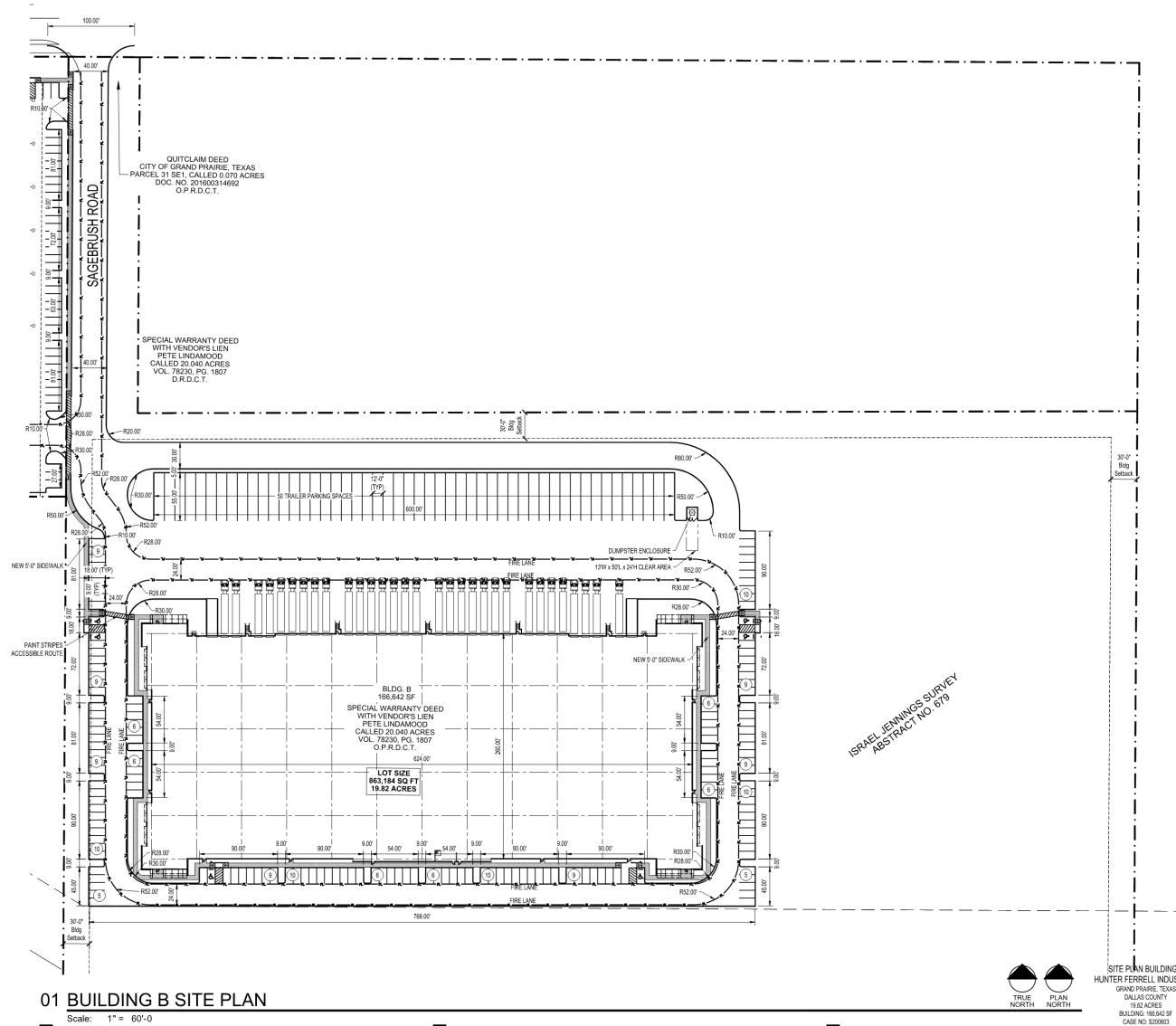
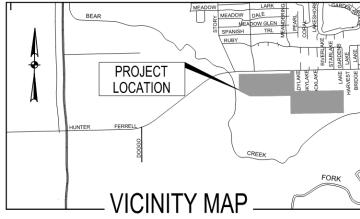
1 05.12.20 DRC Submittal
2 06.05.20 DRC Response
3
4
5
6
7
8
9

SEAL: [Signature]

SHEET CONTENTS:
BUILDING A SITE PLAN

DATE: June 05, 2020
SHEET: **A1.10**

SITE PLAN BUILDING A
HUNTER FERRELL INDUSTRIAL
GRAND PRAIRIE, TEXAS
DALLAS COUNTY
13.62 ACRES
BUILDING 262,295 SF
CASE NO. S20063



ARCHITECT
AZIMUTH ARCHITECTURE, INC
JOHN TAYLOR
10228 E NORTHWEST HWY, BOX 66
DALLAS, TEXAS 75226
(214) 261-9060 BUSINESS
jtaylor@azimuthaia.com

DEVELOPER
CHI / ACQUISITIONS, L.P.
CROW HOLDINGS INDUSTRIAL
WILL MUNDINGER
3819 MAPLE AVE
DALLAS, TEXAS 75219
(214) 661-9300 BUSINESS
(214) 445-0903 BUSINESS FAX
wmundinger@crowholdingsindustrial.com

OWNER
LINCOLN PROPERTY COMPANY
MICHAEL A. PEINADO, SIOR
2000 MCKINNEY AVE, SUITE 1000
DALLAS, TEXAS 75201
(214) 740-3356 BUSINESS
(214) 740-3313 BUSINESS FAX
mpeinado@lpc.com
LIC# 413049

BUILDING 8 PARKING ANALYSIS

DIMENSIONS = 9' x 18'

8,940 SF OFFICE (3%) | 1,000 = 9 SPACES

157,701 SF | 5000 = 32 SPACES + 20 SPACES = 52 SPACES

TOTAL PARKING REQUIRED = 61 SPACES

TOTAL PARKING PROVIDED = 159 SPACES

INCLUDING 6 HC (ALL VAN ACCESSIBLE)

TOTAL # OF DOCK DOORS = 31

HUNTER FERRELL DEVELOPMENT SITE ANALYSIS

PROPOSED USE: OFFICE & WAREHOUSE
EXISTING ZONING: LIGHT INDUSTRIAL
SITE AREA: 19.82
BUILDING AREA: 168,842 SF
PROPOSED LOT COVERAGE: 43.7%
FLOOR AREA RATIO: 0.437 to 1

AZIMUTH:

architecture

10228 E Northwest Hwy
Box 66
Dallas, Texas 75226
214.261.9060

www.azimutharc.com

JOB #: CLIENT:

REVISIONS:

SEAL:

HUNTER FERRELL

2609

| | | |
|---|----------|---------------|
| 1 | 05.12.20 | DRC Submittal |
| 2 | 06.05.20 | DRC Response |
| 3 | | |
| 4 | | |
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THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY MICHAEL L. WILLIAMS, ARCHITECT #19815
May 12, 2020 Construction Documents
ALTERATIONS OF SEALED DOCUMENTS WITHOUT PROPER
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OFFENSE UNDER THE TEXAS BOARD OF ARCHITECTURAL
EXAMINERS.

SHEET CONTENTS:

BUILDING B SITE PLAN

DATE: June 05, 2020

SHEET: **A1.30**

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Exhibit F - Landscape Plan for Building A
Page 1 of 1

AZIMUTH:

architecture

10228 E Northwest Hwy
Box 66
Dallas, Texas 75226
214.261.9060

www.azimutharc.com

HUNTER FERRELL
BUILDING A

2609

JOB # - CLIENT:

| | | |
|---|------------|---------------|
| 1 | 06.05.2020 | DRC Submittal |
| 2 | | |
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REVISIONS:

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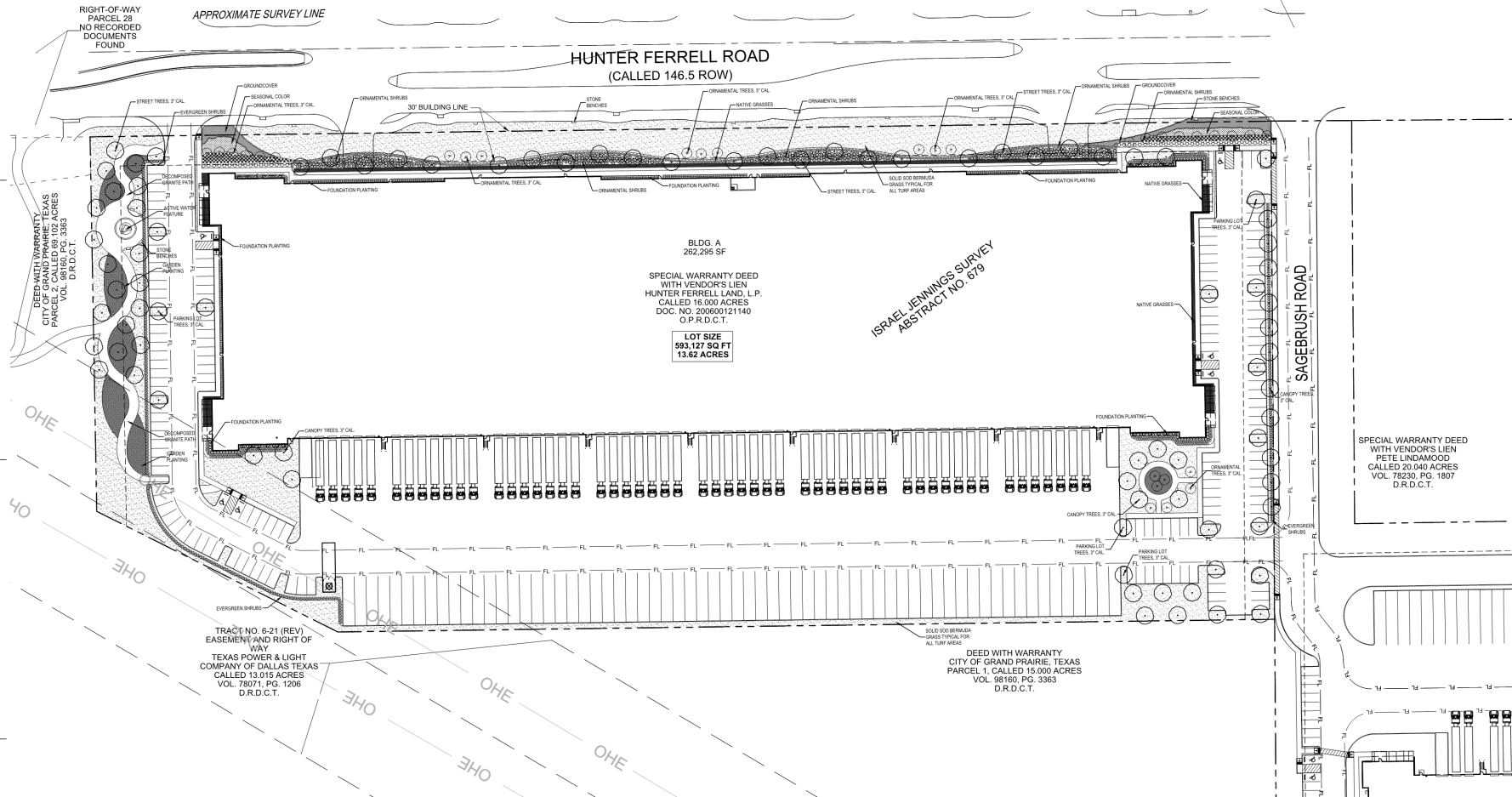
SEAL:

SHEET CONTENTS:
LANDSCAPE PLAN

DATE: JUNE 5, 2020
SHEET:
L1.01

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SPECIAL WARRANTY DEED
GRANITE CIMARRON MEADOWS, LLC
CALLED 22.435 ACRES
DOC. NO. 201300143601
O.P.R.D.C.T.



PLANT LEGEND

| | |
|--|--|
| | SHADE TREES - 3" CALIPER |
| | EVERGREEN SHRUB - 6" HT. |
| | ORNAMENTAL SHRUB - 2'-4" HT. |
| | NATIVE GRASS, PERENNIALS AND SEASONAL COLOR PLANTING |
| | BERMUDA GRASS HYDRO MULCH |

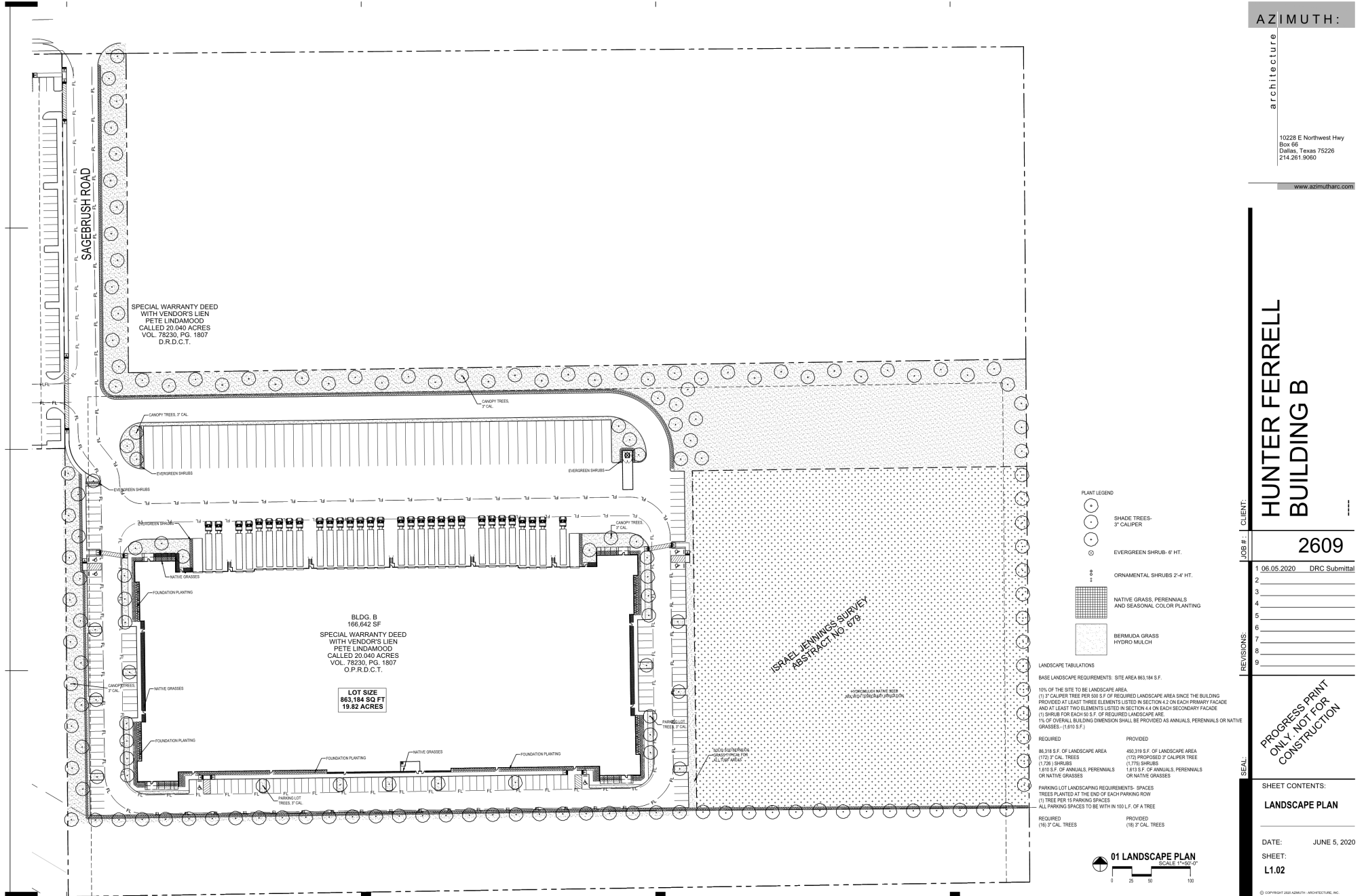
LANDSCAPE TABULATIONS

| BASE LANDSCAPE REQUIREMENTS: SITE AREA 593,127 S.F. | |
|--|---|
| 11% OF THE SITE TO BE LANDSCAPE AREA. | |
| (1) 3" CALIPER TREE PER 589 S.F. OF REQUIRED LANDSCAPE AREA SINCE THE BUILDING PROVIDED AT LEAST THREE ELEMENTS LISTED IN SECTION 4.2 ON EACH PRIMARY FACADE AND AT LEAST TWO ELEMENTS LISTED IN SECTION 4.4 ON EACH SECONDARY FACADE. | |
| (1) SHRUB FOR EACH 50 S.F. OF REQUIRED LANDSCAPE AREA. | |
| 1% OF OVERALL BUILDING DIMENSION SHALL BE PROVIDED AS ANNUALS, PERENNIALS OR NATIVE GRASSES - (2,529 S.F.) | |
| REQUIRED | PROVIDED |
| 59,313 S.F. OF LANDSCAPE AREA | 98,969 S.F. OF LANDSCAPE AREA |
| (118) 3" CAL. TREES | (119) PROPOSED 3" CALIPER TREE |
| (1,188) SHRUBS | (2,241) SHRUBS |
| 2,529 S.F. OF ANNUALS, PERENNIALS OR NATIVE GRASSES | 4,861 S.F. OF ANNUALS, PERENNIALS OR NATIVE GRASSES |
| PARKING LOT LANDSCAPING REQUIREMENTS: SPACES | |
| TREES PLANTED AT THE END OF EACH PARKING ROW | |
| (1) TREE PER 15 PARKING SPACES | |
| ALL PARKING SPACES TO BE WITH IN 100' L.F. OF A TREE | |
| REQUIRED | PROVIDED |
| (16) 3" CAL. TREES | (18) 3" CAL. TREES |

LANDSCAPE TABULATIONS

| COORDINATED OPEN SPACE REQUIREMENTS: | |
|---|---------------------------|
| 1 ACRE OF COMMON OPEN SPACE FOR EACH 20 ACRES TO BE DEVELOPED AT BUILDOUT. | |
| 1,000 FEET OF PAVED WALKING TRAIL FOR EACH ACRE OF REQUIRED OPEN SPACE. | |
| SEATING WITHIN A SHADED AREA (1) SEAT PER 20,000 OF PROPOSED BUILDING AREA. | |
| AN ACTIVE WATER FEATURE | |
| 1 S.F. OF GARDEN FOR EVERY 50 S.F. OF BUILDING AREA (252,819 S.F.) | |
| REQUIRED | PROVIDED |
| 68 ACRES OF OPEN SPACE | 68 ACRES OF OPEN SPACE |
| 680 L.F. OF WALKING TRAIL | 707 L.F. OF WALKING TRAIL |
| 15 SEATS | 15 SEATS |
| WATER FEATURE PROVIDED | WATER FEATURE PROVIDED |
| 5,008 S.F. OF GARDEN AREA | 6,008 S.F. OF GARDEN AREA |

01 LANDSCAPE PLAN
SCALE 1"=50'-0"



AZIMUTH:

architecture

10228 E Northwest Hwy
Box 66
Dallas, Texas 75226
214.261.9060

www.azimutharc.com

HUNTER FERRELL
BUILDING B

2609

| REVISIONS: | CLIENT: | JOB #: |
|------------|------------|---------------|
| 1 | 06.05.2020 | DRC Submittal |
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SHEET CONTENTS:
LANDSCAPE PLAN

DATE: JUNE 5, 2020

SHEET:

L1.02

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Legislation Details (With Text)

| | | | | | |
|----------------------|---|----------------------|---|--------------|--|
| File #: | 20-9994 | Version: | 1 | Name: | S200203 - Site Plan - Molto Warehouses at Hwy 161 and Rock Island Rd |
| Type: | Agenda Item | Status: | | | Public Hearing Consent Agenda |
| File created: | 5/15/2020 | In control: | | | Planning and Zoning Commission |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | S200203 - Site Plan - Molto Warehouses at Hwy 161 and Rock Island Rd (City Council District 1). Site Plan for a 205,000 SF warehouse & a 250,000 SF warehouse on one lot. 42.78 acres out of the John C. Read Survey, Abstract 1183, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial (LI) District, within the SH-161 Corridor Overlay District, generally located southeast of SH 161 Service Road and W. Hardrock Road, and addressed as 3545 Hardrock Road, Grand Prairie, Texas. The applicant is Drew Hayes, Method Architecture, the consultant is Anna Medvedeva, Langan Engineering, and the owner is Chad Parrish, Molto Properties. (On June 22, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0). | | | | |

Sponsors:

Indexes:

Code sections:

Attachments: [S200203 Exhibit A-Location Map](#)
[S200203 Exhibit B-Site Plan](#)
[S200203 Exhibit C-Landscape Plan](#)
[S200203 Exhibit D Bldg A Elev](#)
[S200203 Exhibit D Bldg B Elev](#)
[S200203 Exhibit E Tree Preservation](#)
[PZ Draft Minutes 06-22-2020.pdf](#)

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------------------------|--------|--------|
| 6/22/2020 | 1 | Planning and Zoning Commission | | |

From

Chris Hartmann

Title

S200203 - Site Plan - Molto Warehouses at Hwy 161 and Rock Island Rd (City Council District 1). Site Plan for a 205,000 SF warehouse & a 250,000 SF warehouse on one lot. 42.78 acres out of the John C. Read Survey, Abstract 1183, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial (LI) District, within the SH-161 Corridor Overlay District, generally located southeast of SH 161 Service Road and W. Hardrock Road, and addressed as 3545 Hardrock Road, Grand Prairie, Texas. The applicant is Drew Hayes, Method Architecture, the consultant is Anna Medvedeva, Langan Engineering, and the owner is Chad Parrish, Molto Properties. (On June 22, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Presenter

Savannah Ware, AICP, Chief City Planner

Recommended Action

Approve

Analysis

out of the John C. Read Survey, Abstract 1183, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial (LI) District, within the SH-161 Corridor Overlay District, generally located east of SH 161 and south of W Rock Island Rd.

PURPOSE OF REQUEST:

The applicant intends to construct two warehouse buildings on 42.78 acres. Site Plan approval by City Council is required for any project involving industrial use or that is located within a Corridor Overlay District. Development at this location requires City Council approval of a Site Plan because the property is intended for industrial uses with buildings exceeding 50,000 square feet.

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

In addition, UDC's Appendix X, Industrial Development Standards addresses potential adverse environmental, visual, and truck traffic associated with large warehouses, outside storage, distribution-logistical related developments exceeding five acres in size.

ADJACENT LAND USES:

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

Table 1: Adjacent Zoning and Land Uses

| Direction | Zoning | Existing Use |
|-----------|-----------------|--------------------------|
| North | LI | Undeveloped |
| South | LI | Industrial Uses |
| West | (SH 161) PD-389 | Undeveloped |
| East | LI | Undeveloped (Bear Creek) |

PROPOSED USE CHARACTERISTICS AND FUNCTION:

The proposal includes two rear-loaded office/warehouse-buildings along the State Highway 161 Corridor. The buildings are speculative and will be developed without specific tenants.

- Building A is 202,175 sq. ft. The site will be accessible from two commercial drives off northbound State Highway 161 Service Road and includes a south-facing truck dock with 22 overhead doors.
- Building B is 252,555 sq. ft. The site will be accessible from three commercial drives with two off of northbound State Highway 161 Service Road one from east bound Rock Island Road. Building B proposes a south-facing truck dock with 51 overhead doors.

ZONING REQUIREMENTS:

Density and Dimensional Requirements

Development is subject to the LI and Appendix X Industrial Development Standards in the UDC. The table below evaluates the density and dimensional standards of the proposed development. The proposal meets the

density and dimensional requirements.

Table 2: Site Data Summary

| Standard | Required | Provided | Meets |
|-------------------------|----------|-------------|-------|
| Min. Lot Area (Sq. Ft.) | 15,000 | 1,863,496.8 | Yes |
| Min. Lot Width (Ft.) | 100 | 1,800 | Yes |
| Min. Lot Depth (Ft.) | 150 | 1,100 | Yes |
| Front Setback (Ft.) | 25 | 50 | Yes |
| Side Setback (Ft.) | 30 | 30 | Yes |
| Max. Height (Ft.) | 50 | 42.5 | Yes |
| Max. Floor Area Ratio | 1:1 | 0.41:1 | Yes |

Landscape and Screening

The property is subject to landscape and screening requirements in Article 8 and Appendix X of the UDC. Zoning Analysis Tables summarizes the requirements. The site exceeds the minimum landscape area, number of trees, and number of shrubs and screening requirements.

Table 3: Landscape & Screening Requirements

| Standard | Required | Provided | Meets |
|----------------------|-----------------------|---------------------|-------|
| Area (Sq. Ft.) | 113,979 | 148,554 | Yes |
| Trees | 228 | 228 | Yes |
| Shrubs | 2,278 | 2,646 | Yes |
| Foundation Plantings | Along Primary Facades | Provided Plantings | Yes |
| Entrance Plantings | At Building Entrance | Provided Plantings | Yes |
| Truck Screening | Wing Wall | Provided Wing Walls | Yes |

Parking will be screened utilizing 36" height berm, living screen and masonry wall.

The site shall provide 1.5 acres of open space, with 1,452 linear sq. ft. of walking trails with 24 seats and 9,112 sq. ft. of garden space.

Building Materials and Design

Industrial buildings greater than 50,000 sq. ft. are subject to the requirements in Appendix X of the UDC. Appendix X requires that primary facades include at least three design elements and secondary facades include at least two design elements. The tables below evaluate the design elements for each building. The proposed building elevations meet Appendix X requirements.

Both buildings A&B consists of 100% exterior masonry construction utilizing textured concrete tilt-wall panels of varying finishes and colors in compliance with required architectural articulation requirements. The construction styles consist of two accent materials along the vertical surface. 18" Cornice projection shall extend along the entire length of the primary facades. The primary facade shall provide accent lighting minimum 50% of its length.

Table 4A: Building Design Elements for Building A

| Facade Type | a. | b. | c. | d. | e. | f. | g. | h. | i. | Total El | Meets |
|---------------|----|----|----|----|----|----|----|----|----|----------|-------|
| North Seconda | Y | | | Y | | | | | | 2 | Yes |
| South Primary | Y | | | Y | Y | Y | | | | 4 | Yes |
| West Primary | Y | | | Y | Y | Y | | | | 4 | Yes |
| East Seconda | Y | | | Y | | | | | | 2 | Yes |

Table 4B: Building Design Elements for Building B

| Facade | Type | a. | b. | c. | d. | e. | f. | g. | h. | i. | Total ElMeets | |
|--------|---------|----|----|----|----|----|----|----|----|----|---------------|-----|
| North | Primary | Y | | | Y | Y | Y | | | | 4 | Yes |
| South | Seconda | Y | | | Y | | | | | | 2 | Yes |
| West | Primary | Y | | | Y | Y | Y | | | | 4 | Yes |
| East | Seconda | Y | | | Y | | | | | | 2 | Yes |

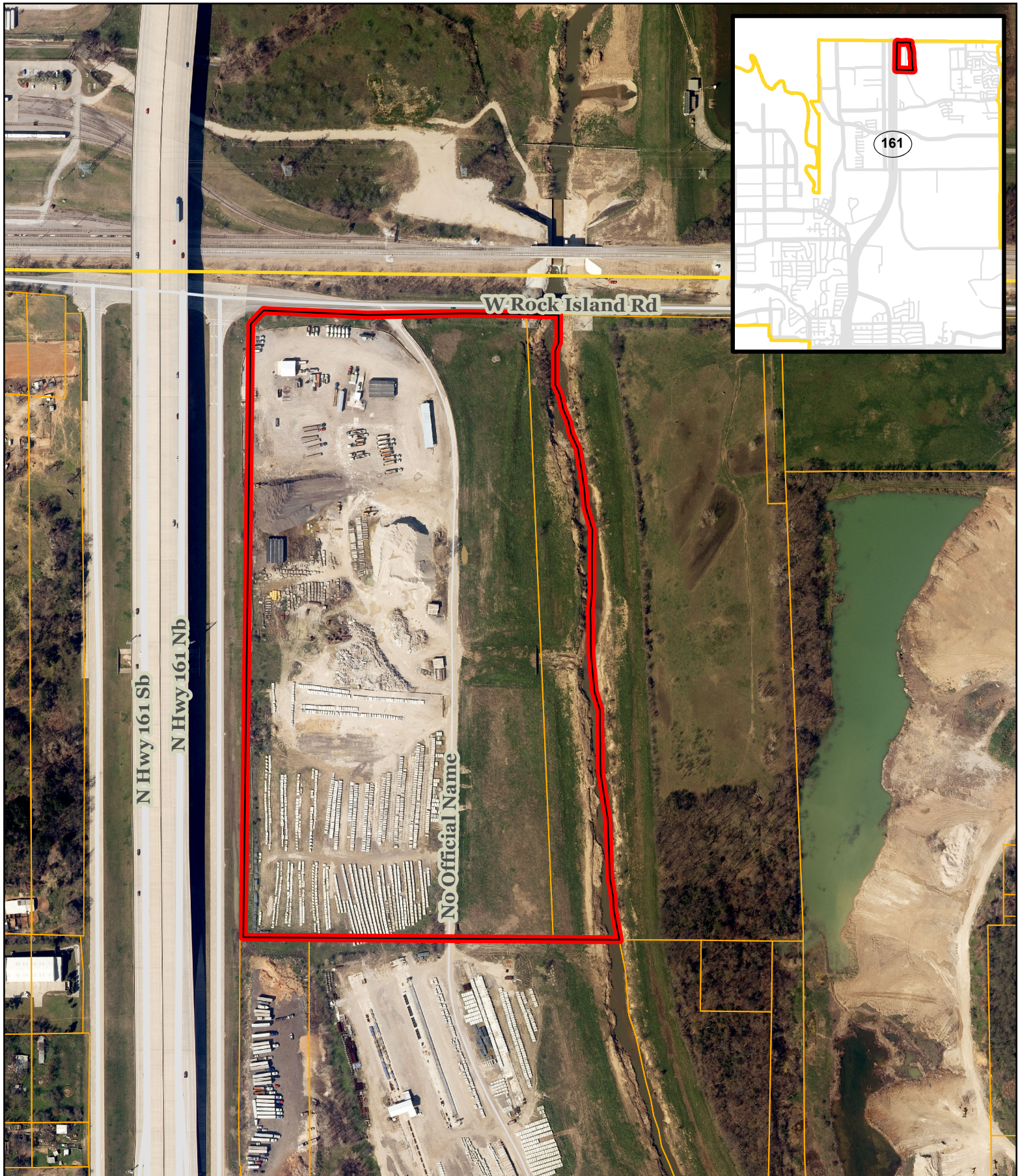
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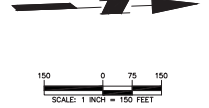
No variances requested.

RECOMMENDATION:

The Planning and Zoning Commission recommended approval by a vote of 7-0.

The Development Review Committee (DRC) recommends approval.





ZONING DISTRICTS MAP

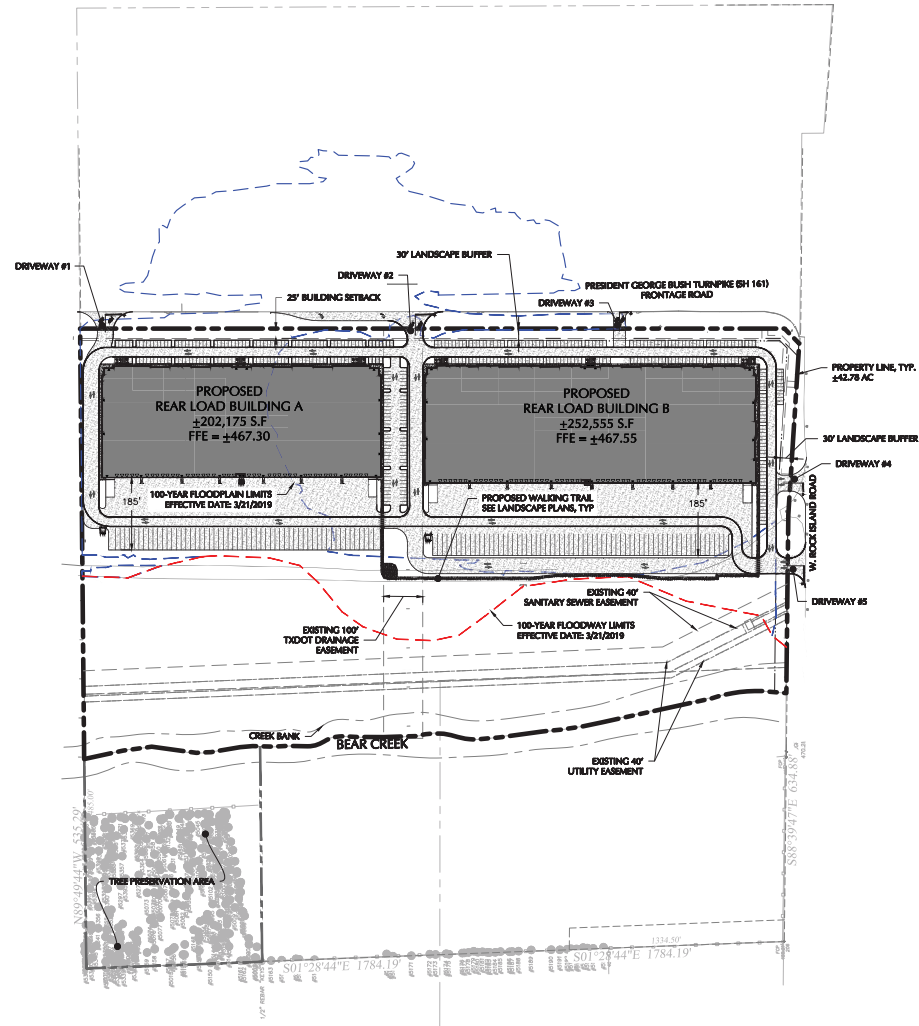


VICINITY MAP

Owner/Prepared for:

MOLTO
 PROPERTIES

832-710-3095
 c/o Chad Parrish
 Vice President
 2101 CityWest Boulevard
 Houston, TX 77042



PARKING SUMMARY TABLE

| | | PROVIDED |
|-----------------------|------------|---------------------|
| CAR PARKING | BUILDING A | 203 SPACES |
| | BUILDING B | 199 SPACES |
| ADA PARKING | BUILDING A | 8 SPACES (3 VAN) |
| | BUILDING B | 8 SPACES (3 VAN) |
| TOTAL CAR PARKING | | 418 SPACES |
| TRAILER PARKING | BUILDING A | 57 SPACES |
| | BUILDING B | 63 SPACES |
| TOTAL TRAILER PARKING | | 120 SPACES |

SITE DEVELOPMENT DATA

| | |
|--|---------------------------------|
| SITE ACREAGE | ±42.78 ACRES |
| ZONING ACREAGE | ±42.78 IN LIGHT INDUSTRIAL AREA |
| RESIDENTIAL DENSITY | N/A |
| PERCENTAGE OF SITE LANDSCAPING | 47.48% |
| NUMBER OF ACRES WITHIN 100 YR FLOODPLAIN | ±25.10 ACRES |
| NUMBER OF ACRES WITHIN FLOODWAY | ±14.30 ACRES |

NOTES:

1. SEE LANDSCAPE PLANS
2. BASED ON DISCUSSION WITH THE CITY OF GRAND PRAIRIE FLOODPLAIN ADMINISTRATOR, THE LIMITS OF THE FLOODPLAIN WILL BE ADDRESSED MORE SPECIFICALLY IN A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION. CITY'S FLOODPLAIN REQUIREMENTS AS STATED IN UDC ARTICLE 13 WILL BE ADDRESSED PRIOR TO DEVELOPMENT.
3. SITE IS LOCATED IN CITY OF GRAND PRAIRIE, AND INSIDE SHADED ZONES X AND AE. IFE IS APPROXIMATELY 460.9 FEET. FIRMA PANEL NUMBER IS 48113002883, EFFECTIVE 3/21/2019
4. DEVELOPMENT INCLUDES AN ADDITIONAL 5.66 ACRES NOTED ON THIS PLAN AS TREE PRESERVATION AREA. SEE LANDSCAPE PLANS FOR DETAILS ON TREES, ETC.

CASE NUMBER S200203

| | | |
|-----------------------|---|-----|
| 06/11/20 | RESPONSE TO ENVIRONMENTAL HEALTH COMMENTS | 4 |
| 06/01/20 | RESPONSE TO PLANNING COMMENTS | 3 |
| 1/16/20 | CITY OF GRAND PRAIRIE RESUBMISSION | 2 |
| 12/9/19 | CITY OF GRAND PRAIRIE SUBMISSION | 1 |
| Date | Description | No. |
| SUBMISSIONS/REVISIONS | | |



SIGNATURE: *Walter K. Insandane*
 WALTER K. INSANDANE, P.E.
 LANGE ENGINEERING AND
 ENVIRONMENTAL SERVICES, INC.
 18% FIRM REG. # 13709

DATE SIGNED

LANGAN

Langan Engineering and
 Environmental Services, Inc.
 17220 Katy Freeway, First Floor, Suite 125
 Houston, TX 77054

T: 281.675.7900 F: 281.675.7901 www.langan.com

Project

W. ROCK ISLAND

DALLAS

GRAND PRAIRIE

TEXAS

Drawing Title

**OVERALL
 SITE PLAN**

Project No.

S10024001

Date

05/29/2020

Drawn By

AYM

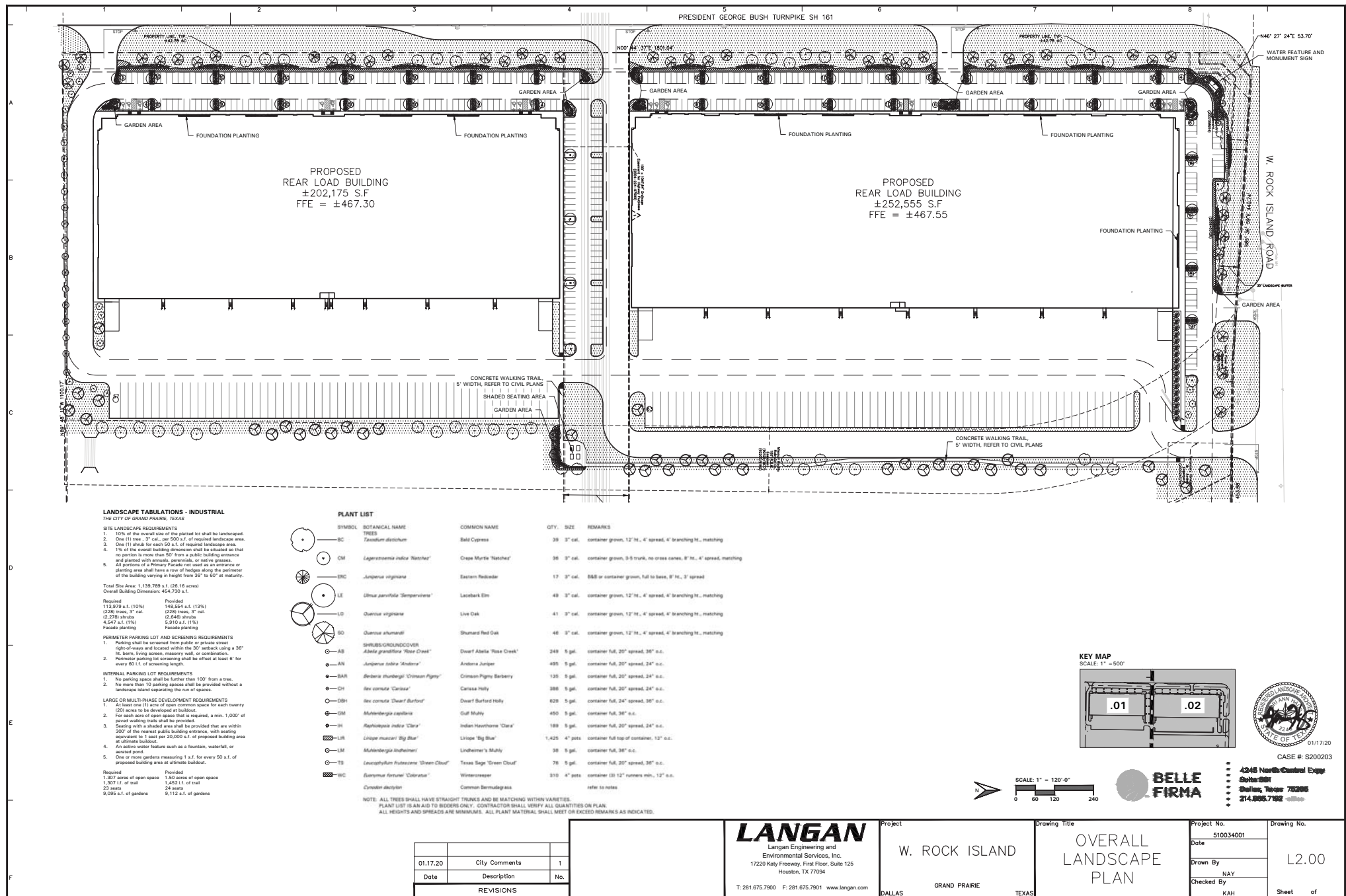
Checked By

WKB

Drawing No.

CS100

EXHIBIT C LANDSCAPE PLAN



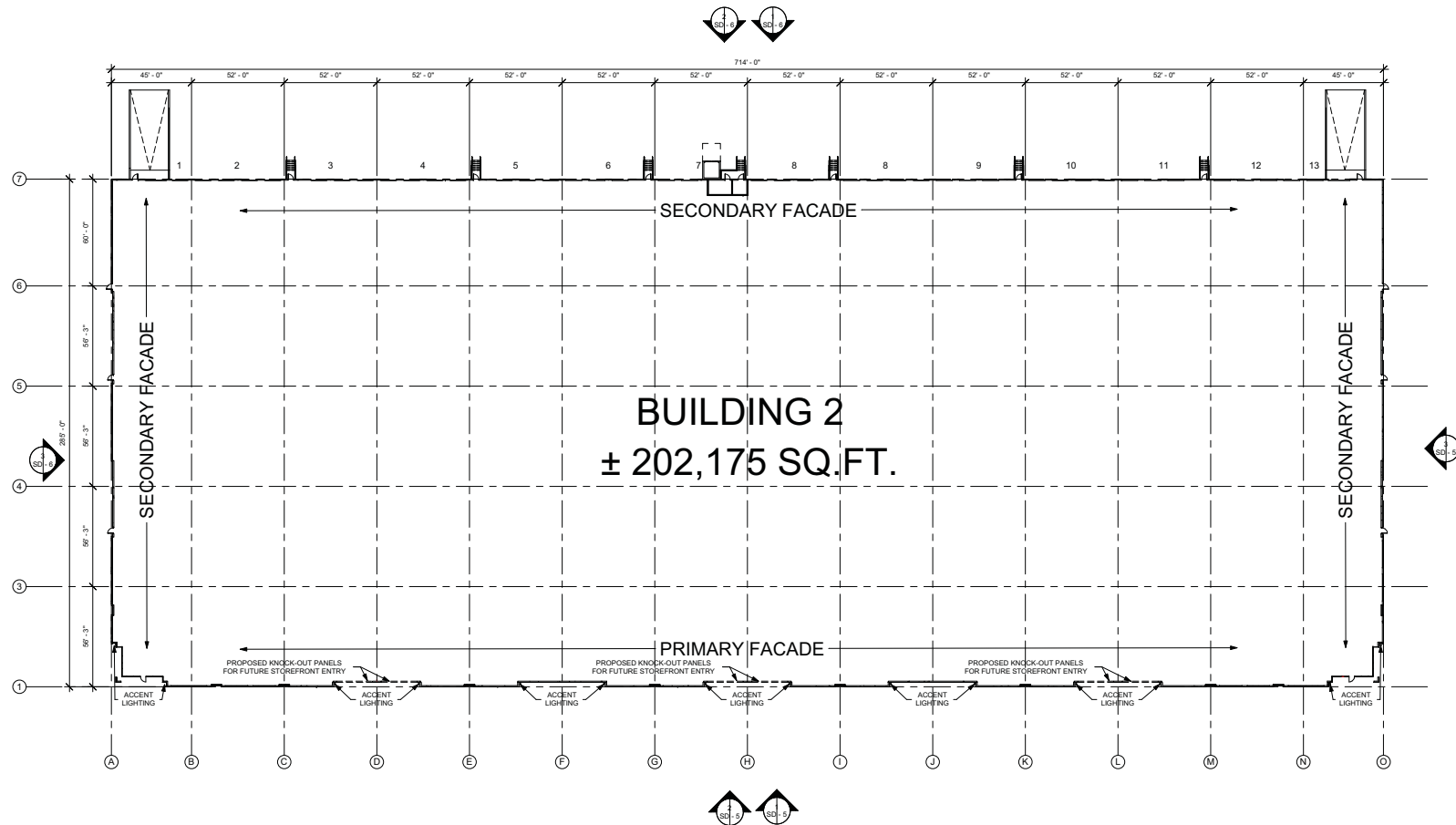
PRIMARY FACADE - HORIZONTAL ARTICULATION CALCULATIONS

PRELIMINARY CALCULATIONS:

- MAXIMUM BUILDING HEIGHT: 42' - 0"
- ARTICULATION REQD (8% OF BUILDING HEIGHT): 2' - 2"
- HORIZONTAL ARTICULATION PROVIDED: 2' - 0"

WEST ELEVATION:

- TOTAL FACADE LENGTH: 714' - 0"
- ARTICULATION REQD (15% OF TOTAL LENGTH): 107' - 0"
- HORIZONTAL ARTICULATION PROVIDED: 307' - 0"



BUILDING 2 - SCHEMATIC FLOOR PLAN

1" = 30'-0"

FINISH LEGEND

| | |
|---|---|
|  | LIGHT PAINT COLOR OVER TEXTURED TILT-WALL PANEL. FINAL COLOR: TBD |
|  | MEDIUM PAINT COLOR OVER TEXTURED TILT-WALL PANEL. FINAL COLOR: TBD |
|  | DARK PAINT COLOR OVER TEXTURED TILT-WALL PANEL. FINAL COLOR: TBD |
|  | SITE APPLIED STONEMASONRY FINISH OVER CONCRETE TILT-WALL PANEL. FINAL MATERIAL SPEC: TBD |

PRIMARY FACADE - FINISH NOTES

PER CITY OF GRAND PRAIRIE UDC APPENDIX X, SECTION 4.2: "ELEMENTS OF THE PRIMARY FACADE SHALL INCLUDE 100% MASONRY CONSTRUCTION AS DEFINED IN 2.A, INCLUDING THREE OTHER ELEMENTS AS DESIGNATED BELOW:

- 4.2a: "TWO MASONRY ACCENT MATERIALS, WHICH TOGETHER COMPRISE AT LEAST 50% OF THE VERTICAL SURFACE AREA OF THE FACADE."
- 4.2b: "A CORNICE PROJECTION WITH A MINIMUM DEPTH OF 18 INCHES ALONG THE ENTIRE LENGTH OF THE FACADE."
- 4.2c: "ARTICULATION WITH AT LEAST TWO DISTINCT AREAS OF VERTICAL OFFSET AND TWO DISTINCT AREAS OF HORIZONTAL OFFSET AT A DIMENSION OF AT LEAST 5% OF THE BUILDING HEIGHT, EACH SPANNING AT LEAST 15% OF THE BUILDING LENGTH."
- 4.2d: "ACCENT LIGHTING ALONG A DIMENSION TOTALING AT LEAST 50% OF THE LENGTH OF EACH FACADE."

PRIMARY FACADE - SURFACE AREA CALCULATIONS

SOUTH ELEVATION

- TOTAL VERTICAL SURFACE AREA OF MASONRY: 11,034 SQ. FT.
- TILT WALL WITH 2" REVEALS: 10,888 SQ. FT. (97%)
- SITE APPLIED STONE: 345 SQ. FT. (3%)

WEST ELEVATION

- TOTAL VERTICAL SURFACE AREA OF MASONRY: 28,082 SQ. FT.
- TILT WALL WITH 2" REVEALS: 28,220 SQ. FT. (97%)
- SITE APPLIED STONEMASONRY: 862 SQ. FT. (3%)

PRIMARY FACADE - ARTICULATION CALCULATIONS

PRELIMINARY CALCULATIONS:

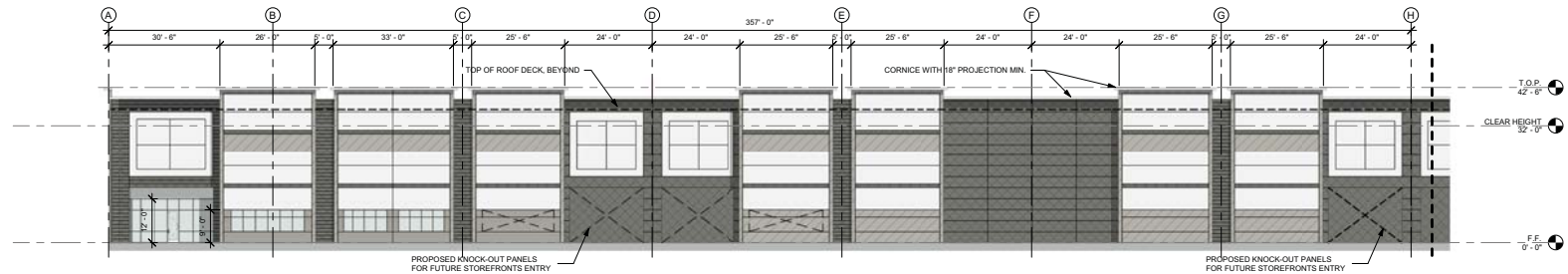
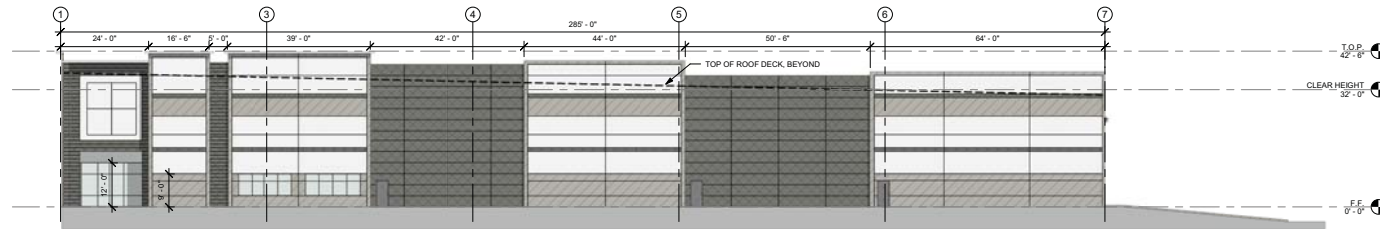
- MAXIMUM BUILDING HEIGHT: 42' - 6"
- ARTICULATION REQD (5% OF BUILDING HEIGHT): 2' - 3"
- VERTICAL ARTICULATION PROVIDED: 2' - 6"

WEST ELEVATION:

- TOTAL FACADE LENGTH: 714' - 0"
- ARTICULATION REQD (15% OF TOTAL LENGTH): 107' - 0"
- VERTICAL ARTICULATION PROVIDED: 341' - 0"

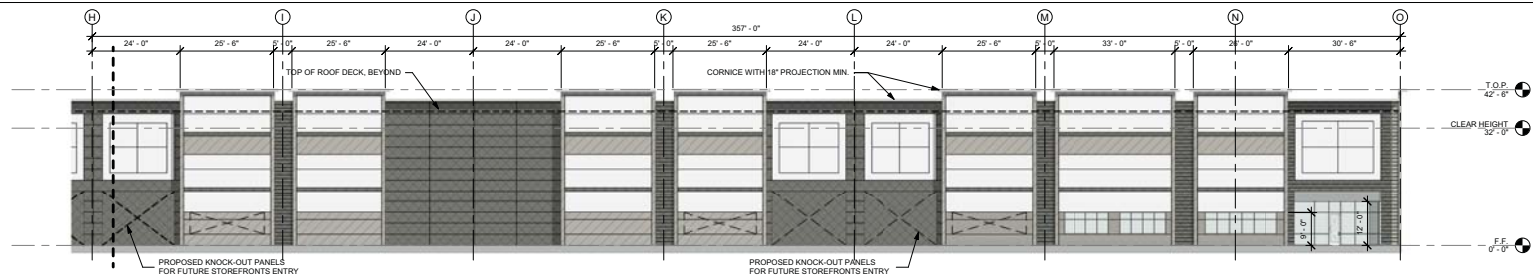
BUILDING 2 - SOUTH ELEVATION - SECONDARY

1/16" = 1'-0"



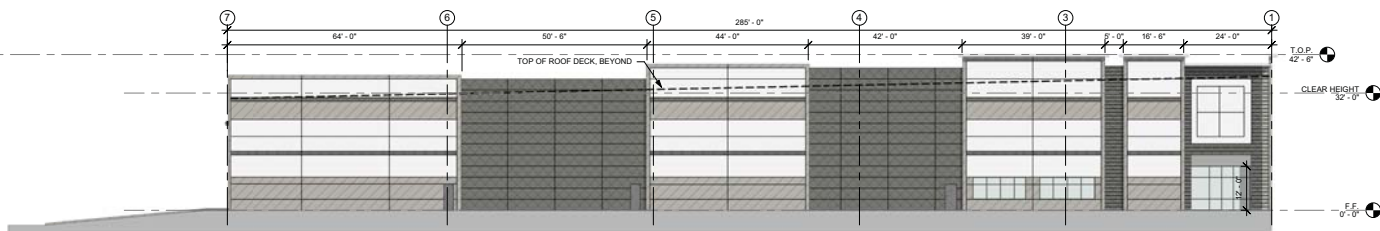
BUILDING 2 - WEST ELEVATION - PRIMARY - 1 OF 2

1/16" = 1'-0"

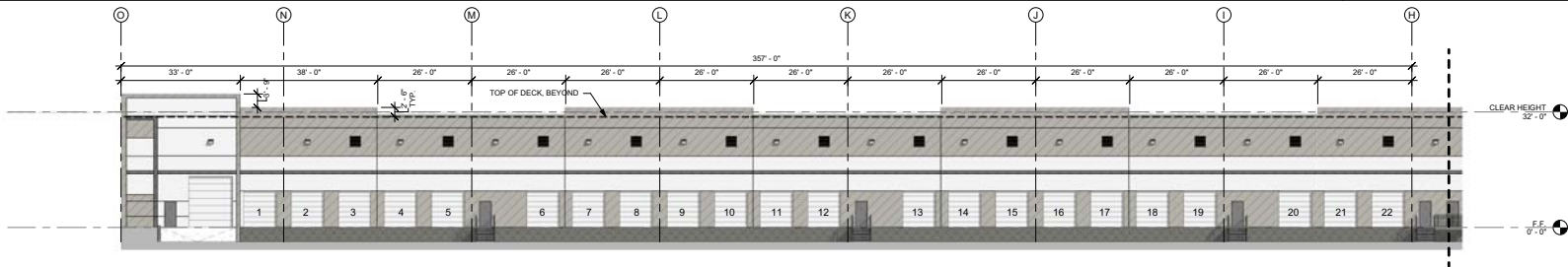


BUILDING 2 - WEST ELEVATION - PRIMARY 2 OF 2

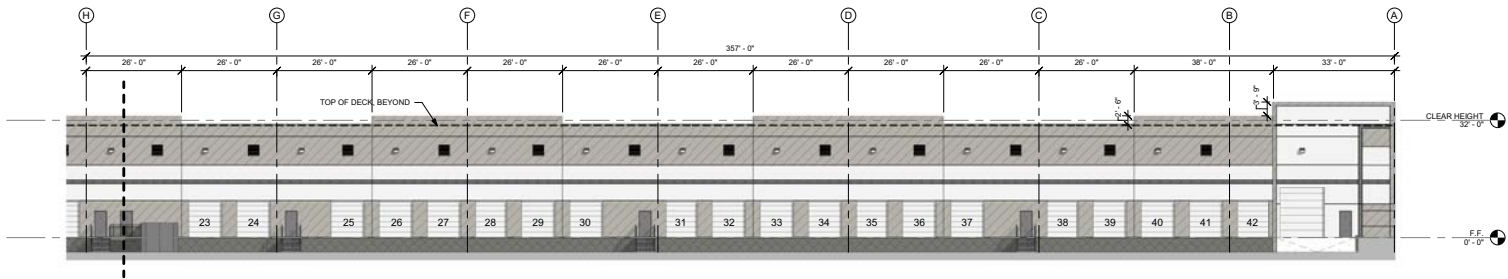
1/16" = 1'-0"



BUILDING 2 - NORTH ELEVATION - SECONDARY

 $1/16'' = 1' \cdot 0''$ 

BUILDING 2 - EAST ELEVATION - SECONDARY 1 OF 2

$$1/16'' = 1'-0''$$


BUILDING 2 - EAST ELEVATION - SECONDARY 2 OF 2

$$1/16'' = 1'-0''$$

SECONDARY FACADE - FINISH NOTES

PER CITY OF GRAND PRAIRIE UDC APPENDIX X, SECTION 4.4: "ELEMENTS OF THE SECONDARY FACADE SHALL INCLUDE 100% MASONRY CONSTRUCTION, INCLUDING TWO OTHER ELEMENTS AS DESIGNATED BELOW:

- 4.4a: "MASONRY ACCENT MATERIAL OR ACCENT COLOR WITHIN AN AREA COMPRISING 10% TO 25% OF THE AREA OF THE FACADE"
- 4.4d: ARTICULATION WITH AT LEAST TWO AREAS OF VERTICAL OFFSET AT A DIMENSION OF AT LEAST 5% OF THE BUILDING HEIGHT, EACH SPANNING AT LEAST 15% OF THE BUILDING LENGTH.

SECONDARY FACADE - ARTICULATION CALCULATIONS

PRELIMINARY CALCULATIONS:

- MAXIMUM BUILDING HEIGHT: 42' - 6"
- ARTICULATION REQ'D (5% OF BUILDING HEIGHT): 2' - 2"
- VERTICAL ARTICULATION PROVIDED: 2' - 6"

NORTH/SOUTH ELEVATION:

- TOTAL FACADE LENGTH: 285' - 0"
- ARTICULATION REQ'D (15% OF TOTAL LENGTH): 43' - 0"
- TOTAL LENGTH OF VERTICAL ARTICULATION: 285' - 0"

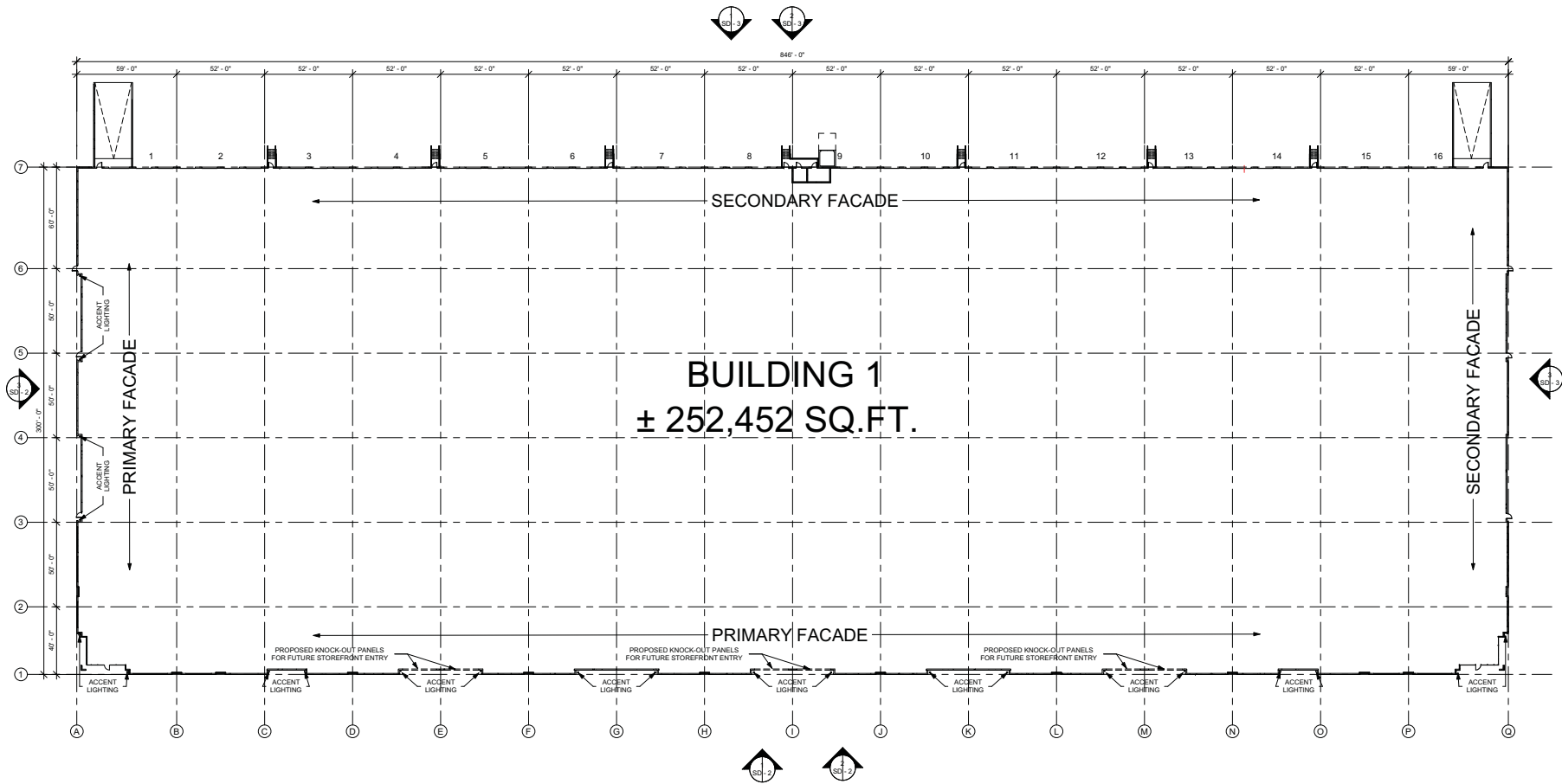
EAST ELEVATION

- TOTAL FACADE LENGTH: 714' - 0"
- ARTICULATION REQ'D (15% OF TOTAL LENGTH): 107'-0"
- TOTAL LENGTH OF VERTICAL ARTICULATION: 201' - 0"





FINISH LEGEND

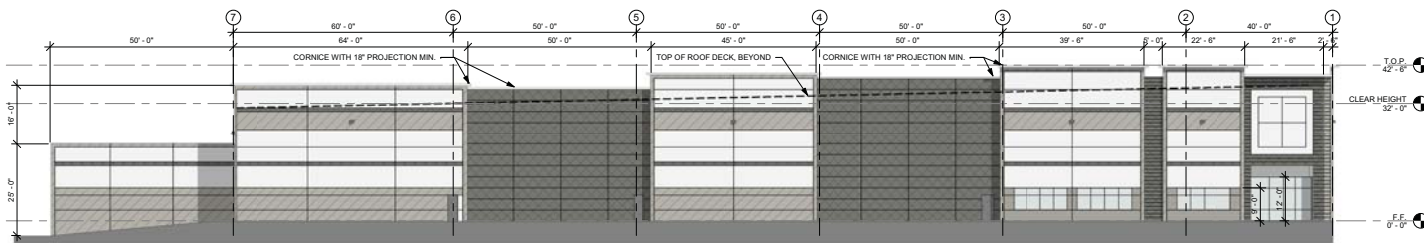
| | |
|---|--|
|  | LIGHT PAINT COLOR OVER TEXTURED TILT-WALL PANEL. FINAL COLOR: TBD |
|  | MEDIUM PAINT COLOR OVER TEXTURED TILT-WALL PANEL. FINAL COLOR: TBD |
|  | DARK PAINT COLOR OVER TEXTURED TILT-WALL PANEL. FINAL COLOR: TBD |
|  | SITE APPLIED STONE/MASONRY FINISH OVER CONCRETE TILT-WALL PANEL. FINAL MATERIAL SPEC: TBD |

- TOTAL FACADE LENGTH: 846'-0"
- ARTICULATION REQ'D (15% OF TOTAL LENGTH): 127'-0"
- TOTAL LENGTH OF HORIZONTAL ARTICULATION: 301'-0"



FINISH LEGEND

| | |
|---|---|
|  | LIGHT PAINT COLOR OVER TEXTURED TILT-WALL PANEL. FINAL COLOR: TBD |
|  | MEDIUM PAINT COLOR OVER TEXTURED TILT-WALL PANEL. FINAL COLOR: TBD |
|  | DARK PAINT COLOR OVER TEXTURED TILT-WALL PANEL. FINAL COLOR: TBD |
|  | STONE MASONRY FINISH OVER CONCRETE TILT-WALL PANEL. FINAL MATERIAL SPEC: TBD |



BUILDING 1 - NORTH ELEVATION - PRIMARY

1/16" = 1'-0"

PRIMARY FACADE - FINISH NOTES

PER CITY OF GRAND PRAIRIE UDC APPENDIX X, SECTION 4.2 "ELEMENTS OF THE PRIMARY FACADE SHALL INCLUDE 100% MASONRY CONSTRUCTION AS DEFINED IN 2.A, INCLUDING THREE OTHER ELEMENTS AS DESIGNATED BELOW:

- 4.2a: "TWO MASONRY ACCENT MATERIALS, WHICH TOGETHER COMPRISE AT LEAST 50% OF THE VERTICAL SURFACE AREA OF THE FACADE."
- 4.2b: "A CORNICE PROJECTION WITH A MINIMUM DEPTH OF 18 INCHES ALONG THE ENTIRE LENGTH OF THE FACADE."
- 4.2c: "ARTICULATION WITH AT LEAST TWO DISTINCT AREAS OF VERTICAL OFFSET AND TWO DISTINCT AREAS OF HORIZONTAL OFFSET AT A DIMENSION OF AT LEAST 5% OF THE BUILDING HEIGHT, EACH SPANNING AT LEAST 15% OF THE BUILDING LENGTH."
- 4.2d: "ACCENT LIGHTING ALONG A DIMENSION TOTALING AT LEAST 50% OF THE LENGTH OF EACH FACADE."

PRIMARY FACADE - SURFACE AREA CALCULATIONS

NORTH ELEVATION

- TOTAL VERTICAL SURFACE AREA OF MASONRY: 11,596 SQ. FT.
- TILT WALL WITH 2" REVEALS: 11,295 SQ. FT. (97%)
- SITE APPLIED STONE: 301 SQ. FT. (3%)

WEST ELEVATION

- TOTAL VERTICAL SURFACE AREA OF MASONRY: 34,552 SQ. FT.
- TILT WALL WITH 2" REVEALS: 34,204 SQ. FT. (99%)
- SITE APPLIED STONE MASONRY FINISH: 348 SQ. FT. (2%)

PRIMARY FACADE - ARTICULATION CALCULATIONS

PRELIMINARY CALCULATIONS:

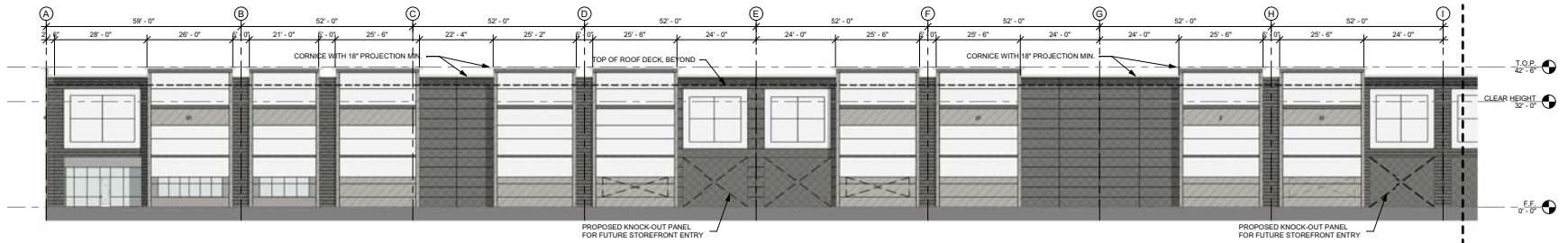
- MAXIMUM BUILDING HEIGHT: 42'-6"
- ARTICULATION REQ'D (5% OF BUILDING HEIGHT): 2'-2"
- VERTICAL ARTICULATION PROVIDED: 2'-6"

NORTH ELEVATION:

- TOTAL FACADE LENGTH: 359'-0"
- ARTICULATION REQ'D (15% OF TOTAL LENGTH): 54'-0"
- TOTAL LENGTH OF VERTICAL ARTICULATION: 185'-6"

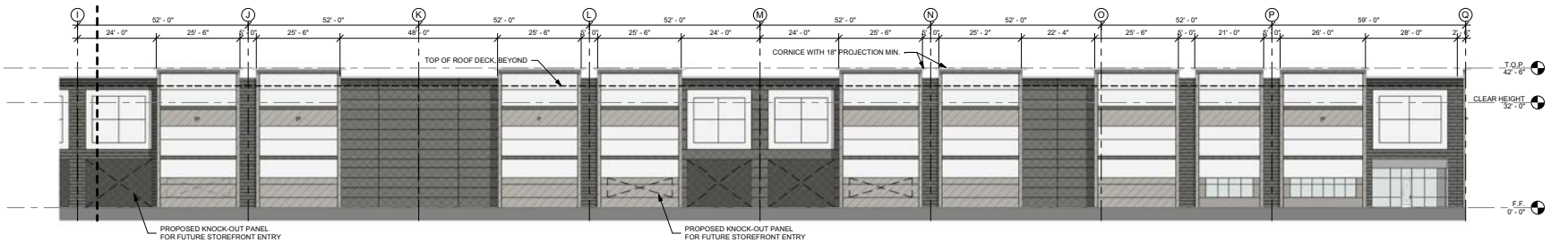
WEST ELEVATION:

- TOTAL FACADE LENGTH: 846'-0"
- ARTICULATION REQ'D (15% OF TOTAL LENGTH): 127'-0"
- TOTAL LENGTH OF VERTICAL ARTICULATION: 371'-0"



BUILDING 1 - WEST ELEVATION - PRIMARY 1 OF 2

1/16" = 1'-0"



BUILDING 1 - WEST ELEVATION - PRIMARY 2 OF 2

1/16" = 1'-0"



STONE MASONRY FINISH OVER CONCRETE TILT-WALL PANEL.
FINAL MATERIAL SPEC: TBD



PROJECT NO 510034001 LANEAW





**REGULAR PLANNING AND ZONING COMMISSION
MEETING MINUTES
JUNE 22, 2020**

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

COMMISSIONERS ABSENT: Josh Spare, Warren Landrum

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

Vice-Chairperson Shawn Connor called the meeting to order by Video Conference at 6:30 p.m. and Commissioner Moser gave the invocation, and Commissioner Coleman led the pledge of allegiance to the US Flag, and the Texas Flag.

Citizen Comments: None

AGENDA ITEM: #1 - APPROVAL OF MINUTES: To approve the minutes of the Planning and Zoning Commission meeting of June 8, 2020.

CONSENT PUBLIC HEARING AGENDA Item #2- P170105A - Amending Plat - QT 946 Addition, Lot 2, Block 1 (Commissioner Spare/City Council District 6). Amending Plat of Lot 2, Block 1, QT 946 Addition to adjust the location of the detention easement. Lot 2, Block 1, QT 946 Addition, City of Grand Prairie, Dallas County, Texas, zoned PD-342, within the IH-20 Corridor Overlay District, and addressed as 4043 Lake Ridge Pkwy. The agent is Doug Stewart, Texas Heritage Survey and the owner is Jay Patel, Fusion Lodging, LLC

Item #3 -RP200402 - Replat - Mira Lagos No. H Addition, Lots 7R and 8R, Block D (Commissioner Spare/City Council District 6). Consider a request for a replat to move lot line between Lots 7R and 8R. Located at 2819 and 2823 Mariposa Dr. Legally described as Mira Lagos No. H Addition, Lots 7 and 8, Block D, City of Grand Prairie, Tarrant County, Texas, zoned for Planned Development 271C. The applicant is Robert Garcia, Grand Homes.

PLANNING AND ZONING COMMISSION MINUTES, JUNE 22, 2020

PUBLIC HEARING TABLE ITEM #4 SU200604/S200604 - Specific Use Permit/Site Plan - Texas Trust Credit Union (Commissioner Hedin/City Council District 2).

Commissioner Moser moved to approve the minutes, cases P190105A and RP200402, and table case SU200604/S200604.

Motion: Moser

Second: Perez

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

Nays: None

Approved: 7-0

Motion: **carried.**

ITEM FOR INDIVIDUAL CONSIDERATION: Item #5-S200203 - Site Plan - Molto Warehouses at Hwy 161 and Rock Island Rd (Commissioner Fisher/City Council District 1). Site Plan for a 205,000 SF warehouse & a 250,000 SF warehouse on 1 lot. 42.78 acres out of the John C. Read Survey, Abstract 1183, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial (LI) District, within the SH-161 Corridor Overlay District, generally located southeast of SH 161 Service Road and W. Hardrock Road, and addressed as 3545 Hardrock Road, Grand Prairie, Texas. The applicant is Drew Hayes, Method Architecture, the consultant is Anna Medvedeva, Langan Engineering, and the owner is Chad Parrish, Molto Properties.

Mr. Lee stated the proposal includes two rear-loaded office/warehouse-buildings along the State Highway 161 Corridor. The buildings are speculative and will be develop without specific tenants.

- Building A is 202,175 sq. ft. The site will be accessible from two commercial drives off northbound State Highway 161 Service Road and includes a south-facing truck dock with twenty-two overhead doors.
- Building B is 252,555 sq. ft. The site will be accessible from three commercial drives with two off of northbound State Highway 161 Service Road one from east bound Rock Island Road. Building B proposes a south-facing truck dock with fifty-one overhead doors.

Mr. Lee stated the Development Review Committee recommends approval with the following conditions:

1. Subject to Planning & Zoning Commission approval of Traffic Impact Analysis as submitted.

PLANNING AND ZONING COMMISSION MINUTES, JUNE 22, 2020

Commissioner Fisher asked staff to address the Commission on the Industrial moratorium. Ms. Ware stated City Council adopted an ordinance of new Industrial Development Standards designs in September 2019. Appendix X recognizes the benefits of integrating all three elements Site Design, Building Design & Materials, Landscaping & Screening when large, multi-phased industrial campus/site are being plan.

Commissioner Coleman stated this is a good use, because this site is not good for retail.

Vice-Chairperson Shawn Connor stated there were no more questions for staff, opened the public hearing, and called for individuals wishing to speak on this item.

Chad Parrish with Molto Properties, 2101 Citywest Blvd., Houston, TX was present to represent the case.

There being no further discussion on the case commissioner Coleman moved to close the public hearing and approve case SU200602/S200602 per staff's recommendations. The action and vote recorded as follows:

Motion: Coleman

Second: Moser

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

Nays: None

Approved: 7-0

Motion: **carried.**

Item #6-S200603 - Site Plan - Hunter Ferrell Logistics Park (Commissioner Fisher/City Council District 1). Site Plan for Hunter Ferrell Logistics Park, a development with two warehouse buildings totaling 550,518 sq. ft. on 33.44 acres. Tracts 14.2 and 27, Isreal Jennings Survey, Abstract No. 679, City of Grand Prairie, Dallas County, Texas, zoned Light Industrial, and addressed as 2400 and 2701 W Hunter Ferrell Rd. The applicant is B. Cooper, CHI/Acquisitions, L.P., the owner is Hunter Ferrell Land, L.P., and Pete Lindamood.

Vice-Chairperson Shawn Connor stated the applicant requested this case be table.

There being no further discussion on the case commissioner Moser moved to table case SU200602/S200602. The action and vote recorded as follows:

Motion: Moser

Second: Smith

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

PLANNING AND ZONING COMMISSION MINUTES, JUNE 22, 2020

Nays: None

Tabled: 7-0

Motion: **carried.**

PUBLIC HEARING AGENDA Item #3 – SU200603 - Specific Use Permit - Camp Wisdom Plaza (Commissioner Connor/City Council District 4). Chief City Planner Savannah Ware presented the case report and gave a Power Point presentation a Specific Use Permit for Beer/Wine Sales in a proposed Convenience Store with Gasoline Sales. A portion of Tracts 2C05 and 2C05A, John W Harwood Survey, Abstract No. 661, City of Grand Prairie, Tarrant County, Texas, zoned PD-130, and generally located at the northwest corner of W Camp Wisdom Rd and Lynn Rd. The applicant is Houshang Jahuani, Jahani Consulting Engineers Inc., and the owner is Anil Pathak.

Ms. Ware stated this request is for a Specific Use Permit to allow Beer/Wine Sales in a proposed Convenience Store. PD-130 states that additional uses shall be allow, as prescribed in Section B-100 of the Comprehensive Zoning Ordinance for the General Retail District, upon approval of a Specific Use Permit. Section B-100 shows that the Sale of Alcoholic Beverages for Off-Premise Consumption requires a Specific Use Permit. The purpose of the Specific Use Permit process is to identify those uses which might be appropriate within a zoning district, but due to either their location, functional or operational nature, could have potentially negative impact upon surrounding properties; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them so as to eliminate such probable negative impacts. Residents from the adjacent neighborhood raised concerns about traffic, noise, and lighting during the Planning and Zoning Commission meeting and City Council meeting for Case Number S200101. Approval of this Specific Use Permit will increase the items available for purchase at the proposed Convenience Store. This could increase the number of trips generated by the Convenience Store and increase the negative impacts generated by this use. City Council may establish conditions of operation, location, arrangement and construction of any authorized special use. City Council may impose such development standards and safeguards as conditions warrant for the welfare and protection of adjacent properties and citizenry. Given the proximity of this location to an existing neighborhood, citizens' concerns about traffic, noise, and lighting, and the possibility that adding this use could exacerbate potential negative impacts of the proposed development, staff recommends the following conditions:

- The applicant shall construct the required masonry screening wall with Phase 1;
- The masonry screening wall shall be a minimum of eight feet in height;
- The applicant shall provide a landscape buffer along the screening wall that is at least 15 feet wide; and
- The applicant shall plant native shade trees, a minimum of three inches in caliper, every 15 feet in the landscape buffer.

PLANNING AND ZONING COMMISSION MINUTES, JUNE 22, 2020

Commissioner Moser stated the convenience store is a permitted use by right the request is for an SUP to be able to sell beer and wine. He stated he read the emails in opposition to this case, but this case is not for the sales of liquor.

Commissioner Smith stated the use is allow by right and the site plan was approved back in January for a convenience store, what concerns her is the adjacent neighbors having to look at a screening wall behind their homes. Ms. Ware stated the screening wall would need to be place on the property line with an additional landscaping buffer.

Commissioner Smith asked if there were any meetings held with the developer and property owners.

Vice-Chairperson Shawn Connor stated there were no more questions for staff, opened the public hearing, and called for individuals wishing to speak on this item. At this time, Vice-Chairperson Connor read the names of individuals in opposition to this case:

Eric & Shawna Anderson, Brenda Rogers, Chris Brown, David Gerber, Philip Peacock, Rashida Beaseley, Taneka Brown, Terry Osmun, Jill Buchanan, Duane Shorter

Andrew Ruegg and Dallas Cothrum with Masterplan a Land Use Consultant, 2201 Main Street, Suite 1280, Dallas, TX were present representing the case. Mr. Cothrum gave a presentation and stated they would reduce the hours of operation to 6am to 12am and would be constructing an 8ft masonry wall with additional landscaping as screening. He stated the operation could run effectively at this location.

Vice-Chairperson Connor asked if they had met with the adjacent homeowners. Mr. Cothrum replied no, not an actual meeting, but did speak with some homeowners and the HOA.

Commissioner Coleman asked if there would be a drive though window. Mr. Cothrum replied no, there would be no drive through window all sales would be conduct in side.

Commissioner Smith stated, as a good neighbor they should meet with the HOA, because citizens are the ones that live next to this development.

Commissioner Perez asked if the beer and wine sales are not allow would the hours of operation change. Mr. Cothrum replied no.

Scott and Sharon Whittaker, 2741 White Oak Drive, Grand Prairie, TX stated they have lived in this neighborhood for the past 33 years and they do not have an HOA. This neighborhood has younger families with children and having beer and wine at this location is not a good idea. She

PLANNING AND ZONING COMMISSION MINUTES, JUNE 22, 2020

stated there would be a lot of traffic coming and going into their neighborhood. They do not want to see trash, nor do they want their property values to increase.

Commissioner Moser stated he understands Ms. Whittaker, but this will be a convenience store even if this SUP is not approve.

Bob Rein, 2716 White Oak Drive, Grand Prairie, TX, stated he is in strong opposition to this request.

Lori Rein, 2716 White Oak Drive, Grand Prairie, TX, asked that the SUP be deny.

Christian Brown, 5120 Garden Oaks Place, Grand Prairie, TX, stated he understands they have a right to go in, but he strongly opposes the beer and wine sale.

Victoria Hess, 2721 White Oak Drive, Grand Prairie, TX, stated she would like to thank her neighbors for rallying in January when the site plan came before the commission. She stated there are plenty of beer and wine sales in the area.

Commissioner Smith stated she like to thank Victoria Hess for coming to the meeting and speaking out.

David Gerber, 5128 Garden Oaks Place, Grand Prairie, TX stated he is good with the store, but not the beer and wine sales.

Jeff Hess, 2721 White Oak Drive, Grand Prairie, TX, asked if they are approve for 12 midnight, and decide to change their hours, could they do that. Ms. Ware stated the hours of operation would be noted the ordinance and if they do not comply, they could lose their SUP.

Dallas Cothrum stepped forward for a rebuttal. He stated they would only have one vendor and would be making one delivery trip a week. If they wish, they could limit the beer and wine advertisement.

There being no further discussion on the case commissioner Smith moved to close the public hearing and deny case SU200602/S200602. The motion failed in lack of a second.

Commissioner Coleman moved to close the public hearing and approve case SU200602/S200602 per staff's recommendations and the hours of operation to be from 6am to 12am.

PLANNING AND ZONING COMMISSION MINUTES, JUNE 22, 2020

Commissioner Moser stated he would like to make sure the citizens understand that the Planning Commission is a recommending body and this case would be forward to the city council for final consideration, and could over rule their recommendation.

Commissioner Smith said she stands strong on her decision and does not believe the SUP is a need at this location; there are too many beer and wine sale in the area.

The action and vote recorded as follows:

Motion: Coleman

Second: Perez

Ayes: Coleman, Connor, Fisher, Hedin, Landrum, Moser, Perez

Nays: Smith

Approved: 6-1

Motion: **carried.**

Commissioner Moser moved to adjourn the meeting. The meeting adjourned at 8:56 p.m.

Joshua Spare, Chairperson

ATTEST:

Max Coleman, Secretary

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



Legislation Details (With Text)

| | | | | | |
|----------------------|---|----------------------|---|--------------|--|
| File #: | 20-10078 | Version: | 1 | Name: | SU200603 - Specific Use Permit - Camp Wisdom Plaza |
| Type: | Ordinance | Status: | | | Public Hearing on Zoning Applications |
| File created: | 6/15/2020 | In control: | | | Planning and Zoning Commission |
| On agenda: | 7/14/2020 | Final action: | | | |
| Title: | SU200603 - Specific Use Permit - Camp Wisdom Plaza (City Council District 4). Specific Use Permit for Beer/Wine Sales in a proposed Convenience Store with Gasoline Sales. A portion of Tracts 2C05 and 2C05A, John W Harwood Survey, Abstract No. 661, City of Grand Prairie, Tarrant County, Texas, zoned PD-130, and generally located at the northwest corner of W Camp Wisdom Rd and Lynn Rd. The applicant is Houshang Jahuani, Jahani Consulting Engineers Inc., and the owner is Anil Pathak. (On June 22, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 6-1). | | | | |

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - Property Boundary Description.pdf](#)
[Exhibit B - Site Plan.pdf](#)
[Attachment i - Written Opposition.pdf](#)
[PZ Draft Minutes 06-22-2020.pdf](#)

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------------------------|--------|--------|
| 6/22/2020 | 1 | Planning and Zoning Commission | | |

From

Chris Hartmann

Title

SU200603 - Specific Use Permit - Camp Wisdom Plaza (City Council District 4). Specific Use Permit for Beer/Wine Sales in a proposed Convenience Store with Gasoline Sales. A portion of Tracts 2C05 and 2C05A, John W Harwood Survey, Abstract No. 661, City of Grand Prairie, Tarrant County, Texas, zoned PD-130, and generally located at the northwest corner of W Camp Wisdom Rd and Lynn Rd. The applicant is Houshang Jahuani, Jahani Consulting Engineers Inc., and the owner is Anil Pathak. (On June 22, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 6-1).

Presenter

Savannah Ware, AICP, Chief City Planner

Recommended Action

Approve

Analysis

SUMMARY:

Specific Use Permit for Beer/Wine Sales in a proposed Convenience Store with Gasoline Sales. A portion of Tracts 2C05 and 2C05A, John W Harwood Survey, Abstract No. 661, City of Grand Prairie, Tarrant County,

Texas, zoned PD-130, and generally located at the northwest corner of W Camp Wisdom Rd and Lynn Rd.

PURPOSE OF REQUEST:

This request is for a Specific Use Permit to allow Beer/Wine Sales in a proposed Convenience Store. PD-130 states that additional uses shall be allowed, as prescribed in Section B-100 of the Comprehensive Zoning Ordinance for the General Retail District, upon approval of a Specific Use Permit. Section B-100 shows that the Sale of Alcoholic Beverages for Off-Premise Consumption requires a Specific Use Permit.

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

ADJACENT LAND USES:

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

Table 1: Zoning and Land Use

| Direction | Zoning | Existing Use |
|-----------|--------|--------------------------|
| North | PD-130 | Single-Family Residences |
| East | None | Lynn Road |
| South | None | West Camp Wisdom Road |
| West | PD-130 | Single-Family Residences |

HISTORY:

- December 6, 1983: City Council approved a zoning change (Case Number 830803), creating a Planned Development District for General Retail, Single Family Detached Residential, Single Family Attached Residential, and Multi-Family Residential uses.
- January 21, 2020: City Council approved a Site Plan (Case Number S200101) for Convenience Store with Gasoline Sales and Retail uses. The Site Plan includes a 9,919 sq. ft. building separated into a 4,275 sq. ft. convenience store with a drive through and four 1,411 sq. ft. retail tenant spaces, two way circulation, dumpster enclosure, and 120 parking spaces.

RECOMMENDATION:

The Planning and Zoning Commission voted 6-1 to recommend approval of SU200603 with the following conditions:

- The applicant shall construct the required masonry screening wall with Phase 1;
- The masonry screening wall shall be a minimum of eight feet in height;
- The applicant shall provide a landscape buffer along the screening wall that is at least 15 feet wide;
- The applicant shall plant native shade trees, a minimum of three inches in caliper, every 15 feet in the landscape buffer; and
- Operations shall not extend past 6:00 AM and Midnight.

Residents from the adjacent neighborhood raised concerns about traffic, noise, and lighting during the Planning and Zoning Commission meeting and City Council meeting for Case Number S200101. Approval of this Specific Use Permit will increase the items available for purchase at the proposed Convenience Store. This

could increase the number of trips generated by the Convenience Store and might also increase the negative impacts generated by this use.

City Council may establish conditions of operation, location, arrangement and construction of any authorized special use. City Council may impose such development standards and safeguards as conditions warrant for the welfare and protection of adjacent properties and citizenry.

Given the proximity of this location to an existing neighborhood, citizens' concerns about traffic, noise, and lighting, and the possibility that adding this use could exacerbate potential negative impacts of the proposed development, staff recommends the following conditions:

- The applicant shall construct the required masonry screening wall with Phase 1;
- The masonry screening wall shall be a minimum of eight feet in height;
- The applicant shall provide a landscape buffer along the screening wall that is at least 15 feet wide; and
- The applicant shall plant native shade trees, a minimum of three inches in caliper, every 15 feet in the landscape buffer.

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE ZONING ORDINANCE AND MAP BY SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY FOR A SPECIFIC USE PERMIT FOR SALE OF ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION IN A PROPOSED CONVENIENCE STORE IN PLANNED DEVELOPMENT-130 DISTRICT: BEING A PORTION OF TRACTS 2C05 AND 2C05A, JOHN W HARWOOD SURVEY, ABSTRACT NO. 661, CITY OF GRAND PRAIRIE, TARRANT COUNTY, TEXAS; SAID ZONING MAP AND ORDINANCE BEING NUMBERED ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and Map of said city so as to amend the zoning designation of said site to include a Specific Use Permit for Sale of Alcoholic Beverages for Off-Premise Consumption in a proposed Convenience Store; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on June 22, 2020, after written notice of such public hearing before the Planning and Zoning Commission on the proposed Specific Use Permit had been sent to owners of real property lying within 300 feet of the property on which the creation of a Specific Use Permit for Sale of Alcoholic Beverages for Off-Premise Consumption in a proposed Convenience Store, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 6 to 1 to recommend to the City Council of Grand Prairie, Texas, that said Zoning Ordinance and Map be amended to allow a Specific Use Permit for Sale of Alcoholic Beverages for Off-Premise Consumption in a proposed Convenience Store; 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 July 14, 2020, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at

interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the, Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

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

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

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

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

passed and approved November 20, 1990, as amended, is hereby further amended so as to establish a Specific Use Permit for Sale of Alcoholic Beverages for Off-Premise Consumption in a proposed Convenience Store on a portion of Tracts 2C05 and 2C05A, John W Harwood Survey, Abstract No. 661, City of Grand Prairie, Tarrant County, Texas, as depicted in Exhibit A - Boundary Description, attached hereto.

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

SECTION 3. That for operations of Sale of Alcoholic Beverages for Off-Premise Consumption in a proposed Convenience Store, the following standards and conditions are hereby established as part of this ordinance:

1. The applicant shall construct the required masonry screening wall with Phase 1;
2. The masonry screening wall shall be a minimum of eight feet in height;
3. The applicant shall provide a landscape buffer along the screening wall that is at least 15 feet wide;
4. The applicant shall plant native shade trees, a minimum of three inches in caliper, every 15 feet in the landscape buffer; and
5. The hours of operation of the Convenience Store with Sale of Alcoholic Beverages for Off-Premise Consumption shall not extend past 6:00 AM and midnight.
6. No later than 12 months following the issuance of a Certificate of Occupancy, the Specific Use Permit for Sale of Alcoholic Beverages for Off-Premise Consumption in a proposed Convenience Store will be brought back to Council for review. Any violation to this SUP or the Grand Prairie Code of Ordinances prior to this date will be grounds for City staff to introduce revocation proceedings against the Specific Use Permit established by this ordinance.

SECTION 4. That the operations of Sale of Alcoholic Beverages for Off-Premise Consumption in a proposed Convenience Store shall comply with the following:

1. By this Ordinance, this Specific Use Permit shall automatically terminate in accordance with Section 5.4.1 of the Unified Development Code if a Certificate of Occupancy is not issued for said use within one (1) year after City Council adoption of this Ordinance, or upon cessation of said use for a period of six (6) months or more.
2. It shall be unlawful for the owner, manager, or any person in charge of a business or other establishment to violate the conditions imposed by the City Council when a Specific Use Permit is granted, and the violation of those conditions could result in a citation being issued by the appropriate enforcement officers of the City of Grand Prairie. Violation of this provision may be punishable in accordance with Section 1-8 of the Code of Ordinances of the City.
3. This Specific Use Permit shall run with the land and therefore may be transferred from owner to owner; however, each new owner shall obtain a new Certificate of Occupancy.
4. The Certificate of Occupancy shall note the existence of this Specific Use Permit by its number and title.
5. The operation of the facility shall be in strict compliance with all requirements of the Environmental Services Department, Building Inspections, Police Department and Fire Administration.
6. Any unsafe or unauthorized operations or activities may be determined as grounds for revocation of the Specific Use Permit by the City Council.

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

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

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

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

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS
THE 14TH OF JULY, 2020.**

**ORDINANCE NO.
SPECIFIC USE PERMIT NO.
CASE NO. SU200603**

Legal Description of Land:

BEING a 3.915 acre tract of land situated in the John W. Harwood Survey, Abstract No. 661, City of Grand Prairie, Tarrant County, Texas and being part of that tract of land conveyed to Frank W. Hilliard Residuary Testamentary Trust and Thetis Foust Hilliard by Executors' Deed recorded in Volume 15610, Page 464, of the Deed Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for the northeast corner of said 3.915 acre tract, the southeast corner of Lot 1, Block 3, Garden Oaks Addition, Phase 1, an addition to the City of Grand Prairie, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-191, Page 84, of the plat records of Tarrant County, Texas, and said Point of Beginning also being in the west line of Lynn Road (right-of-way varies, 70 foot wide at this point) and in a non tangent curve to the right whose chord bears S. 80°38'46" W., 1260.00 feet;

THENCE in a southeasterly direction with the west line of said Lynn Road and with said curve to the right having a radius of 1260.00 feet, and through a central angle of 08°54'06" for an arc length of 195.76 feet, and whose chord bears South 04°54'10" East, 195.56 feet to a 1/2 inch iron rod with cap marked "LJ/A" found ;

THENCE South 12°06'19" West, with the west line of said Lynn Road, for a distance of 68.99 feet to a 1/2 inch iron rod with cap marked "LJ/A" found for angle point;

THENCE South 00°27'16" East, with the west line of said Lynn Road, for a distance of 135.36 feet to a 5/8 inch iron rod with cap marked "KSC 4019" found for corner at the northeast corner of a tract of land conveyed to the City of Grand Prairie for right of way along W. Camp Wisdom Road and recorded in Volume 16651, Page 32, and corrected in Volume 17124, Page 29, of the Deed Records of Tarrant County, Texas;

THENCE South 44°43'27" West, with the north line of said W. Camp Wisdom Road for a distance of 42.43 feet to a 5/8 inch iron rod with cap marked "KSC 4019" found for corner;

THENCE South 89°34'04" West, with the north line of said W. Camp Wisdom Road for a distance of 428.22 feet to a 5/8 inch iron rod with cap marked "KSC 4019" found for corner in the east line of Lot 12, said Block 3, Garden Oaks Addition;

THENCE North 00°27'11" West, with the east line of Lots 12,11,10,9, and 8 said Block 3, for a distance of 307.94 feet to a 1/2 inch iron rod with cap marked "KSC 4019" found for corner;

THENCE North 75°55'46" East, with the south line of said Lots 7,6,5,4,3,2 and 1, said Block 3, Garden Oaks Addition for a distance of 473.46 feet to the POINT OF BEGINNING and CONTAINING 170,558 square feet or 3.915 acres of land, more or less.

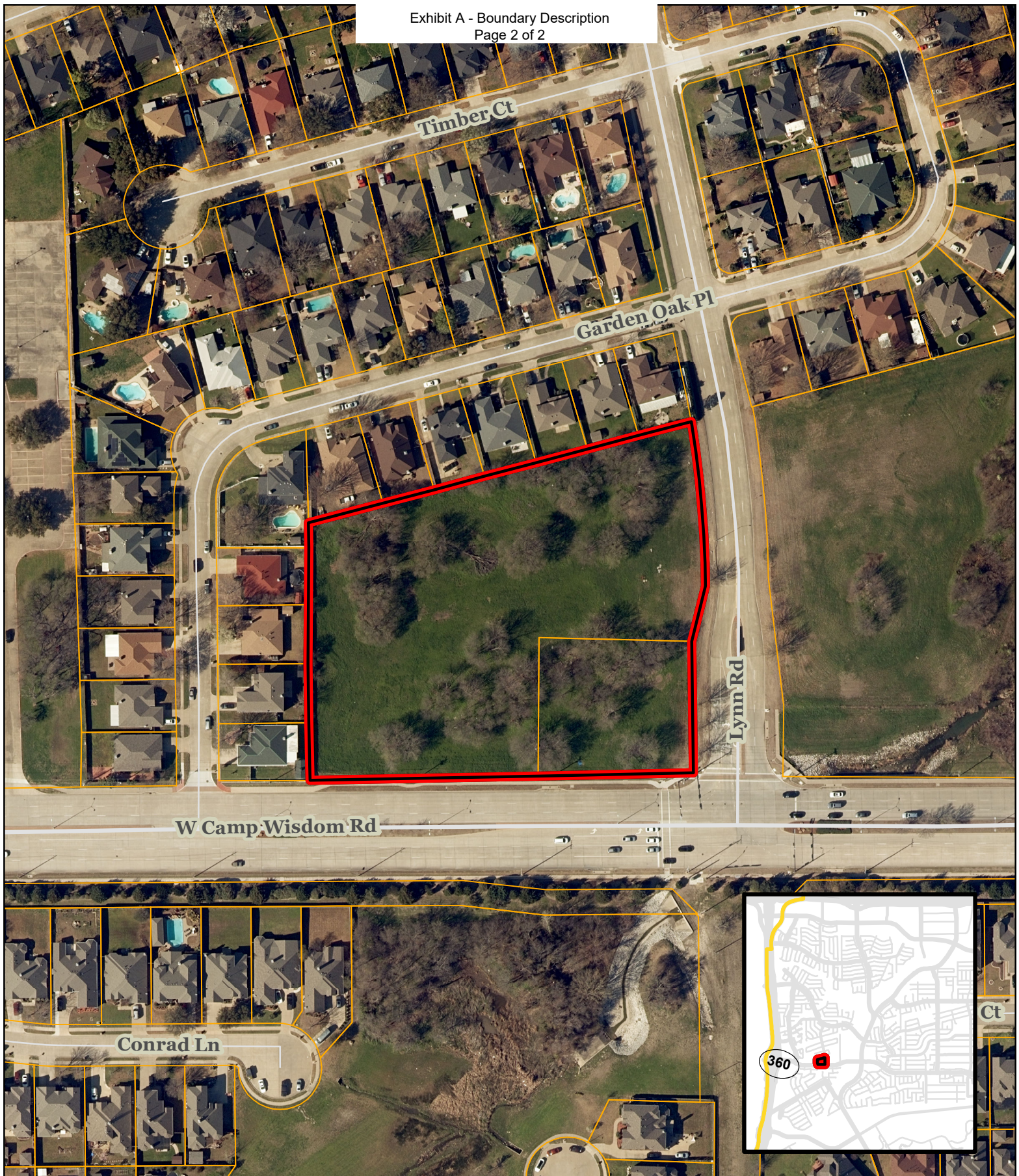
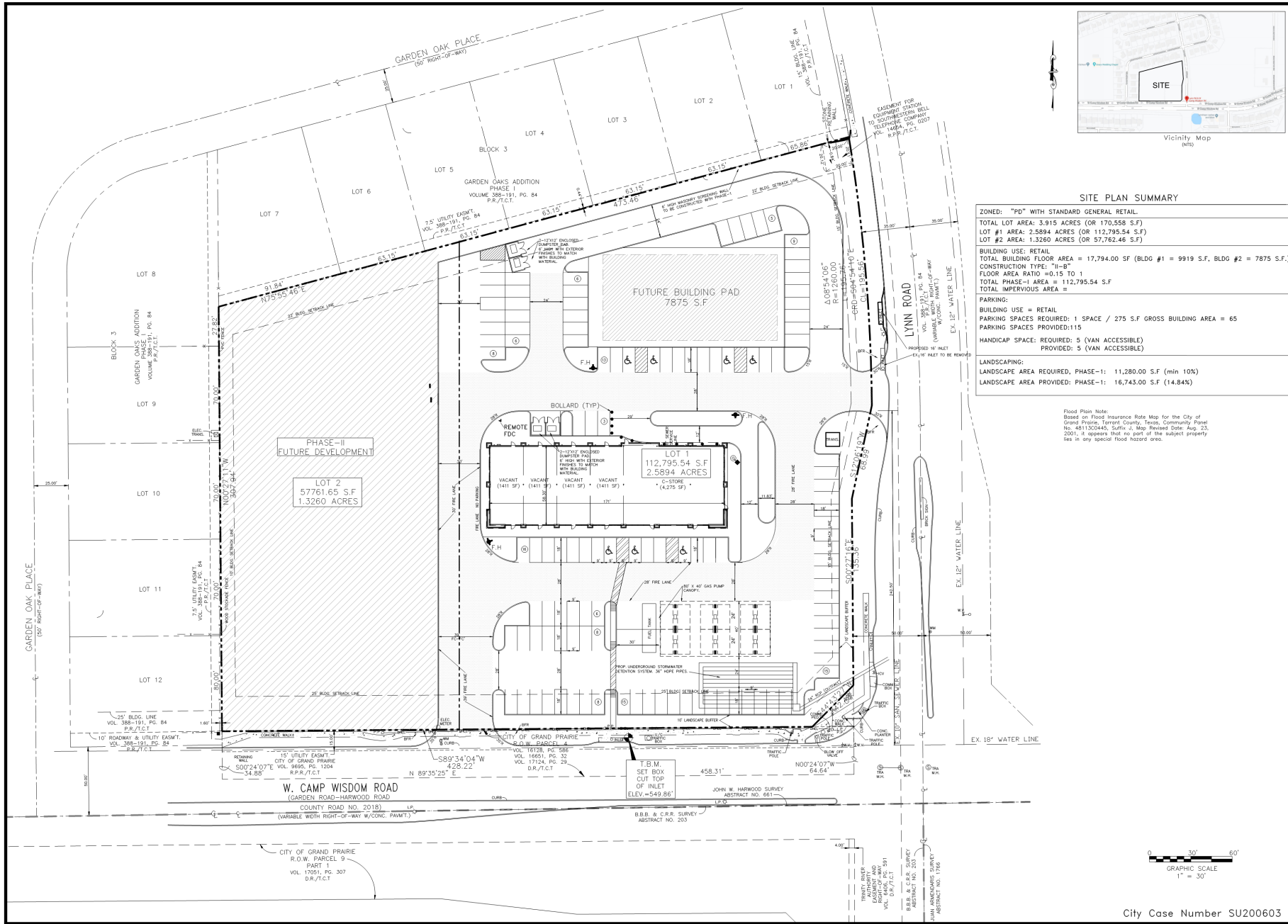


Exhibit B - Site Plan
Page 1 of 1



SITE PLAN SUMMARY

| | |
|---|--|
| ZONED: "PD" WITH STANDARD GENERAL RETAIL. | |
| TOTAL LOT AREA: 3.915 ACRES (OR 170,558 S.F.) | |
| LOT #1 AREA: 2.5894 ACRES (OR 112,795.54 S.F.) | |
| LOT #2 AREA: 1.3260 ACRES (OR 57,762.46 S.F.) | |
| BUILDING USE: RETAIL | |
| TOTAL BUILDING FLOOR AREA = 17,794.00 SF (BLDG #1 = 9919 S.F., BLDG #2 = 7875 S.F.) | |
| CONSTRUCTION TYPE: "I-II-B" | |
| FLOOR AREA RATIO = 0.15 TO 1 | |
| TOTAL PHASE-I AREA = 112,795.54 S.F. | |
| TOTAL IMPERVIOUS AREA = | |
| PARKING: | |
| BUILDING USE = RETAIL | |
| PARKING SPACES REQUIRED: 1 SPACE / 275 S.F. GROSS BUILDING AREA = 65 | |
| PARKING SPACES PROVIDED: 115 | |
| HANDICAP SPACE: REQUIRED: 5 (VAN ACCESSIBLE) | |
| PROVIDED: 5 (VAN ACCESSIBLE) | |
| LANDSCAPING: | |
| LANDSCAPE AREA REQUIRED, PHASE-I: 11,280.00 S.F. (min 10%) | |
| LANDSCAPE AREA PROVIDED: PHASE-I: 16,743.00 S.F. (14.84%) | |

Flood Plain Note:
Based on Flood Insurance Rate Map for the City of
Grand Prairie, Tarrant County, Texas, Community Panel
No. 481920445, Suffix J, Map Revised Date: Aug. 23,
2001. It appears that no part of the subject property
lies in any special flood hazard area.

CAMP WISDOM PLAZA, PHASE -I

CORNER OF W. CAMP WISDOM ROAD AND LYNN ROAD
2.5894 ACRES OUT OF THE
JOHN W. HARWOOD SURVEY
ABSTRACT NO. 661

JAHVANI CONSULTING
ENGINEERS, INC.
TYPE REGISTRATION NO. 1-40188

2121 N. JOSEY LANE, #100
CARROLLTON, TEXAS 75006
TEL. (214) 718-9469
jahvani@hotmail.com



| | |
|-----------------|-----------|
| REVISIONS | DATE |
| | |
| | |
| | |
| | |
| SEAL | |
| DWG. TITLE: | SITE PLAN |
| DRAWN BY: HJ | |
| SCALE: 1" = 30' | |
| DATE 11-19-2019 | |
| C2 | |
| SHEET NUMBER | |

City Case Number SU200603

Savannah Ware

From: Amy Udell [REDACTED]
Sent: Saturday, July 4, 2020 1:29 PM
To: Savannah Ware
Subject: Re: SU200603

Good afternoon and happy 4th of July Savannah,

I wanted to write to express my families' concern regarding the construction of a convenience store/liquor store with gasoline sales at the corner of Camp Wisdom Road and Lynn Road. We would like to strongly oppose the addition of this business as we fear it will drive our property values down and bring in more undesired traffic to our quiet neighborhood. There have already been additions of two liquor stores in the last year 1/2 mile apart in this area.

Is there anything else we need to do to oppose this permit? Can we start an online petition to stop this? We are all connected on the NextDoor app and there are hundreds of us who do NOT want this business in our backyards.

Thank you so much for your time.

Kindest regards,

Amy and James Udell

Garden Oaks Neighborhood

Amy E. Udell
[REDACTED]

The greatness of a nation can be judged by the way its animals are treated. -Mahatma Gandhi

Savannah Ware

From: Bob and Lori Rein [REDACTED]
Sent: Wednesday, July 8, 2020 8:25 AM
To: Savannah Ware
Subject: SUP for beer/wine sales at Camp Wisdom Plaza

Good Morning, Ms. Ware,

My husband and I (along with many of our neighbors) attended the planning and zoning meeting on June 22nd and voiced our opposition to the SUP for beer/wine sales at the new convenience store/gas station that plans to open at Camp Wisdom Plaza at the entrance to our neighborhood (Camp Wisdom & Lynn). As previously noted on the minutes of that planning and zoning meeting, we do not want alcohol that close to our children. Even though the owner says they will screen customers under 35, you know that young people find a way to circumvent the rules; and we do not wish to see alcohol so accessible to the neighborhood youth. Also, we do not see it bringing any additional finances due to the fact that this store will be just taking sales from the current businesses on Camp Wisdom & Lake Ridge.

We plan to attend the city council meeting on July 14th to once again voice our opposition but wanted to ensure our voice would be heard by email as well, just in case we do not get an opportunity to speak.

Thanks so much for your attention in this matter,
Bob and Lori Rein

Savannah Ware

From: brenda Rogers [REDACTED]
Sent: Saturday, June 20, 2020 8:48 AM
To: Savannah Ware

I have lived here for 35 years in garden oaks division...for the most part it is still a pretty good neighborhood. I have to pay around six thousand a year in taxes. We do not need a 24 hour gas station/ liquor store at the front of this addition. Move it to your neighborhood.

Brenda rogers
Garden oaks

Savannah Ware

From: brenda Rogers [REDACTED]
Sent: Saturday, June 20, 2020 8:55 AM
To: Savannah Ware

I have to come up with around six thousand a year to pay property taxes. We do not need a 24 gas station/ liquor store in the front of garden oaks. There is a liquor store @ 5145 lake ridge pkwy. About 3 minutes away. That is enough.

Brenda rogers
Garden oaks

Savannah Ware

From: Chris Brown [REDACTED]
Sent: Sunday, June 21, 2020 5:19 PM
To: Savannah Ware
Subject: Case# SU200603 - Opposition

I am opposed to the sale of beer and wine at the proposed convenience store at Camp Wisdom and Lynn.

Christian Brown
5120 Garden Oak Pl

Savannah Ware

From: dave gerber [REDACTED]
Sent: Saturday, June 20, 2020 6:40 PM
To: Savannah Ware
Subject: Case # SU200603

Hello,
I'm a homeowner at 5128 Garden Oaks Place in Grand Prairie.
I'm against having a gas station/beer/wine store in our neighborhood.
With the all night alcohol sales we know what this will attract.
We need to preserve if only a small area.

Please advise what else we need to
do as many in the area oppose this type of establishment.

Thank you,
David Gerber

[REDACTED]

Savannah Ware

From: Jill Buchanan [REDACTED]
Sent: Sunday, June 21, 2020 8:43 PM
To: Savannah Ware
Subject: 24 Hr Beer and liquor sales

I don't know where you live, but the new proposed gas station and liquor and beer store that the developers wants to be open 24 hours is practically in my back yard. I am a single female and strive to keep my yard and house nice...because I am a corner lot directly on Lynn Road, I often hear speeding cars and get trash and bottles thrown in my yard. Add to that a 24 hour store to sell liquor and beer, I might as well sell my place now as my neighborhood which my family has owned since 1987, is going downhill; yet our taxes keep increasing at an exponential rate. I don't know who planned a gas station to be approved to go in there when there is already one at Camp Wisdom and Lake Ridge and Sublet and 360...which is basically less than a half a mile in either direction, but I plan on boycotting this establishment and encourage my neighbors to do the same...Planning this vote during this Pandemic is just WRONG...I am asking you to vote NO on allowing this store to be open 24 hrs. With all the craziness in the world right now, we do not need access to 24 hr. beer and liquor!

Thank you for your consideration in this very important vote.

Sincerely, Jill Buchanan

Sent from my iPad

Savannah Ware

From: Philip Peacock [REDACTED]
Sent: Monday, June 22, 2020 4:00 PM
To: John Lopez; Savannah Ware
Cc: Becky Peacock
Subject: Beer/Wine sales @ planned gas station @Camp Wisdom and Lynn

Hello Mr. Lopez and Ms. Ware,

My wife and I attended the first City Council meeting on the topic of the gas station planned as mentioned. We would be adamantly opposed to it's creation but were told we cannot prevent it, but CAN influence the process through opposition to the Beer/Wine permit.

We wish to be on record as opposing the granting of this permit and hope that the council will act in our interests in this as they indicated they would during the last meeting. If I can be of more help in any way in this matter or if there is a better platform for this opposition, please let us know.

Sincerely,

Philip Peacock
2717 White Oak Dr.
Grand Prairie

Savannah Ware

From: Rashida Beasley [REDACTED]
Sent: Monday, June 22, 2020 12:44 PM
To: Savannah Ware
Subject: Case Number: SU200603

Good afternoon,

I am a homeowner that resides in the Garden Oaks subdivision where there is interest in building a Convenience Store and gas station that would like to sale beer and wine.

As a resident, I oppose this request and ask that council considers the request of the residents to deny this permit. This location is in a quiet residential neighborhood and we would ask that it remains as such. There is already constant drag racing in the area that we are currently requesting assistance with.

I ask you to please deny this request.

Sincerely,

Rashida Beasley

Savannah Ware

From: Eric & Shawna Anderson [REDACTED]
Sent: Friday, June 19, 2020 12:55 PM
To: Savannah Ware
Subject: Case #SU200603

We are members of the Garden Oaks neighborhood and oppose the 24-hour gas station with all-night beer and wine sales.

Thank you,

Shawna Anderson

Savannah Ware

From: [REDACTED]
Sent: Saturday, June 20, 2020 6:44 PM
To: Savannah Ware
Cc: [REDACTED]
Subject: Case SU200603

Please know that I live in a Grand Prairie.
Garden Oaks Place.

Please do not approve a gas station that sells beer and wine to be out in our neighborhood.
The preservation of our area is important.

Alcohol coming in and open all night is not good for the community.

The home sales and property values will drop.
We do not need it.

Thank you
Terry Osmun
[REDACTED]

Sent from AOL Mobile Mail
Get the new AOL app: mail.mobile.aol.com

Savannah Ware

From: Tan Brown [REDACTED]
Sent: Monday, June 22, 2020 8:07 PM
To: Savannah Ware
Subject: Case# SU200603 - Opposition

Case# SU200603 - Opposition
I oppose beer and wine sells
I already sent an email
But forgot the case #
Taneka brown

Sent from my iPhone

A new entry to a form/survey has been submitted.

Form Name: Contact Council Member John Lopez
Date & Time: 06/19/2020 12:25 PM
Response #: 96
Submitter ID: 91945
IP address: 72.182.178.80
Time to complete: 5 min. , 53 sec.

Survey Details

Page 1

Please feel free to contact Council Member John Lopez (District 4) with any comments or questions using the online form below.

First Name Duane
Last Name Shorter

Email Address
Phone Number

Address 2749 Timber Court
ZIP Code 75052

Citizen Question/Comment

I would personally like to vote NO for 24hr gas station for Camp Wisdom and Lynn. I am resident of surrounding area and think this is unnecessary use of neighborhood. My children play in these areas. It would be hazard to them all the traffic and pollution the gas station would bring.

Savannah Ware

From: noreply@gptx.org
Sent: Saturday, June 20, 2020 8:44 AM
To: John Lopez; Mona Lisa Galicia
Subject: Contacting Council Member John Lopez

A new entry to a form/survey has been submitted.

Form Name: Contact Council Member John Lopez
Date & Time: 06/20/2020 8:44 AM
Response #: 97
Submitter ID: 91960
IP address: 2600:1:c5ce:c2a0:43e3:7ae0:85ea:c45a
Time to complete: 5 min. , 22 sec.

Survey Details

Page 1

Please feel free to contact Council Member John Lopez (District 4) with any comments or questions using the online form below.

First Name Darnesa
Last Name Patterson
Email Address [REDACTED]
Phone Number [REDACTED]
Address 4942 WATER OAK DR
ZIP Code 75052

Citizen Question/Comment

My husband and I vote no against the development at Camp Wisdom/Lynn. There are more than enough gas stations and liquor stores in this area already. This will lower our property value and bring additional unwanted traffic into our neighborhood.

Thank you,

Victor and Darnesa Patterson
4942 Water Oak Dr

Thank you,
City of Grand Prairie

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.



Legislation Details (With Text)

| File #: | 20-10101 | Version: | 1 | Name: | AV200701 – Alcohol Variance – Blaze Fast Fire'd Pizza |
|-----------------------|--|----------------------|--------|----------------------|---|
| Type: | Agenda Item | Status: | | Status: | Items for Individual Consideration |
| File created: | 6/19/2020 | In control: | | In control: | Planning and Zoning Commission |
| On agenda: | 7/14/2020 | Final action: | | Final action: | |
| Title: | AV200701 - Alcohol Variance - Blaze Fast Fire'd Pizza (City Council District 2). Alcohol Variance request by Warren Cohen, for alcohol sales within 300 feet of Moore Elementary School, located at 3148 S Hwy 161, Suite 400. Legally described as Lot 1R, Block A, Epic West Towne Crossing Ph 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364. | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Exhibit A - Location Map.pdf | | | | |
| Date | Ver. | Action By | Action | | Result |

From

Monica Espinoza

Title

AV200701 - Alcohol Variance - Blaze Fast Fire'd Pizza (City Council District 2). Alcohol Variance request by Warren Cohen, for alcohol sales within 300 feet of Moore Elementary School, located at 3148 S Hwy 161, Suite 400. Legally described as Lot 1R, Block A, Epic West Towne Crossing Ph 1, City of Grand Prairie, Dallas County, Texas, zoned PD-364.

Presenter

Savannah Ware, AICP, Chief City Planner

Recommended Action

Approve

Analysis

SUMMARY:

Consideration of a request granting a variance to authorize the sale of alcoholic beverages on Lot 1R, Block A, Epic West Towne Crossing Phase 1, located at 3148 South State Highway 161 Suite 400, zoned "PD-364" Planned Development 364 District for on-premise consumption within three-hundred (300) feet of Moore Elementary School, a public education institution located in Council District 2. The applicant is Warren Cohen.

BACKGROUND INFORMATION:

Title 4, Chapter 109, Subchapter B, §109.33(e) authorizes municipalities to establish a variance process if it is determined that the enforcement of the regulation in a particular instance is not in the best interest of the public,

constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

The applicant is seeking their first alcohol permit for Blaze Fast Fire'd Pizza that will be located in the Epic West Town Crossing shopping center. Alcohol has not previously been sold at this location and the applicant intends to sell beer and wine, for on-premise consumption. Currently, the sale of alcoholic beverages at the subject property will violate Title 4, Chapter 109, Subchapter B, §109.33(a)(1) of the Texas Alcoholic Beverage Code. The applicant is requesting a variance to allow the off-premise sale of alcohol within three hundred (300) feet of Moore Elementary School, which is accredited and recognized by the Texas Commission of Education. The Blaze Fast Fire'd Pizza and the school share a property line to the east.

ALTERNATIVES:

The City may opt not to grant the requested variance, prohibiting the sale of alcohol for on-premise consumption at Blaze Fast Fire'd Pizza, 3148 South State Highway 161 Suite 400.

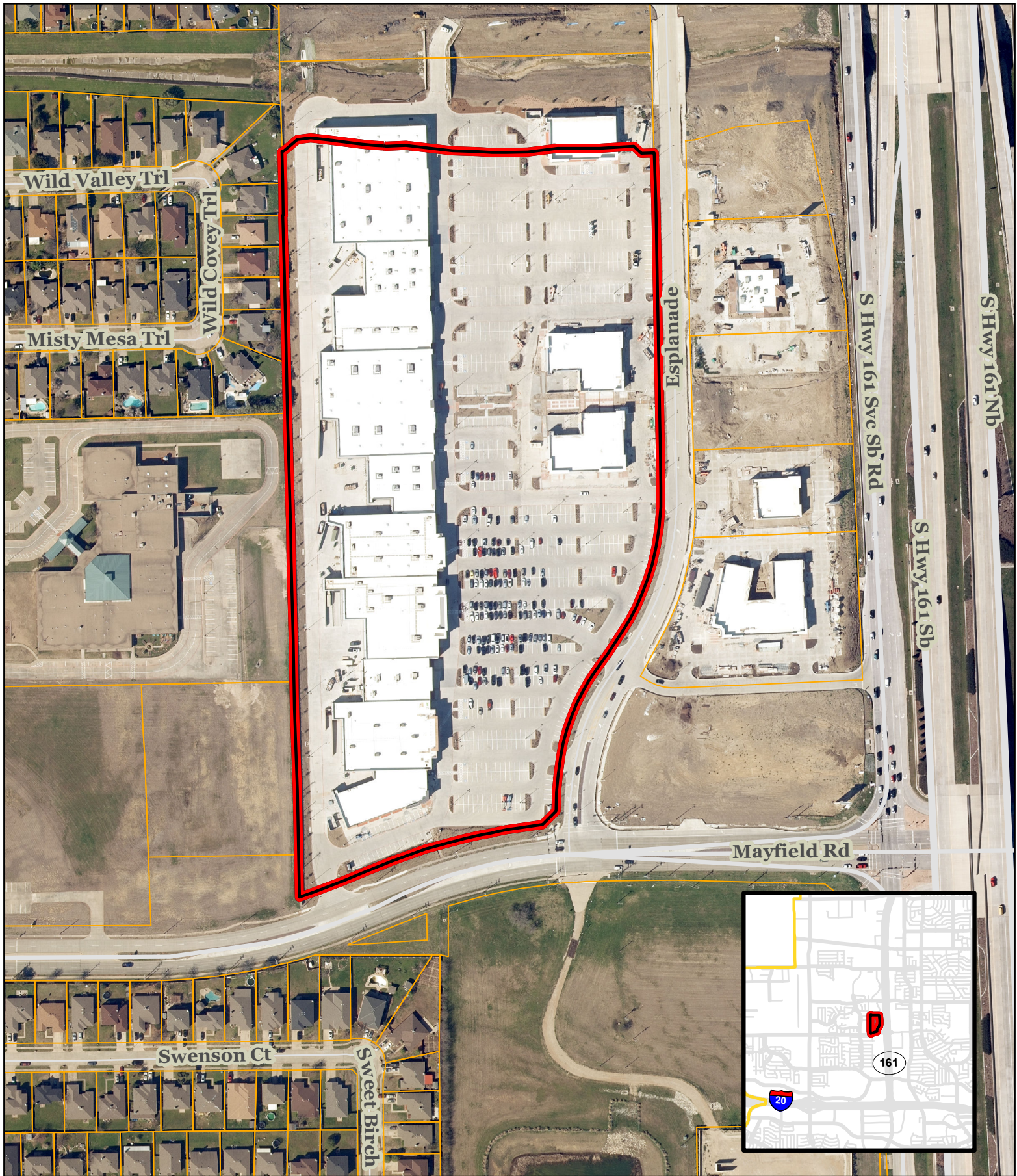
STAFF ANALYSIS:

The analysis includes the following findings and factors:

1. The distance from the parcel of which the convenience store will be located.
2. The sale of alcohol is for on-premise consumption only.

Should City Council choose to waive the distance requirement provision, staff recommends the following conditions:

- 1) That the sale of alcoholic beverages be limited to Blaze Fast Fire'd Pizza.
- 2) Alcohol sales will include beer and wine for on-premises consumption only.
- 3) That the authorization for the sale of alcoholic beverages shall not transfer to different land uses or owners.
- 4) That such authorization shall terminate in the event of non-operation or non-use of the identified establishments for a period of twelve (12) or more successive months.
- 5) The hours of operation shall be limited to Everyday from 11am-11pm.
- 6) The sale of alcohol equal to or exceeding 75% alcohol sales will require a Specific Use Permit.





Legislation Details (With Text)

File #: 20-10108 **Version:** 1 **Name:** Board Appointments
Type: Agenda Item **Status:** Items for Individual Consideration
File created: 6/23/2020 **In control:** City Secretary
On agenda: 7/14/2020 **Final action:**
Title: Board and Commission Appointments
Sponsors:
Indexes:
Code sections:
Attachments: [Nomination Sheet 2020 Master](#)

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

From
Cathy DiMaggio

Title
Board and Commission Appointments

Presenter
Cathy DiMaggio, City Secretary

Recommended Action
Approve

Analysis
Council will be making appointments to terms that will expire July 31, 2020 and also filling any current vacancies. The list of current expiring terms is attached.

Financial Consideration
NA

BOARD AND COMMISSION APPOINTMENTS - 2020

Incumbent has reapplied (highlighted in yellow)

Animal Shelter Advisory Board

| | | |
|--------------------|------------------|--------------------|
| Marsha Patykiewicz | District 1 | Marsha Patykiewicz |
| Diana Rosales | District 3 | Tracy Owens |
| Madeline Monroe | Place 7 at large | Madeline Monroe |

Building Advisory and Appeals Board

| | | |
|-----------------|------------------|-------------------|
| Robert Adame | District 1 | Robert Adame |
| Robert Mendoza | District 3 | _____ |
| Michelle Madden | Place 7 at large | Valerie Hernandez |

Civil Service Commission

| | | |
|-----------------|-----------|-----------------|
| Oliver Thompson | Consensus | Oliver Thompson |
|-----------------|-----------|-----------------|

Commission on Aging

| | | |
|---------------|------------|-----------------|
| Carlton Adams | District 3 | Prudence Mathis |
|---------------|------------|-----------------|

Housing & Community Improvement

| | | |
|---------------------|------------------|---------------------|
| Daniel Henderson | District 1 | _____ |
| Ruben Morales | District 3 | James Leyba |
| Kimberly Akinrodoye | Place 7 at large | Kimberly Akinrodoye |

Housing Finance Corporation

| | | |
|---------------|-----------|---------------|
| Zelda Freeman | Consensus | Zelda Freeman |
|---------------|-----------|---------------|

Keep Grand Prairie Beautiful

| | | |
|-----------------|------------------|------------------|
| Aaron King | District 1 | Aaron King |
| Vacant | District 3 | Ashley Caballero |
| Jessica Everitt | Place 7 at large | Jessica Everitt |

Library Board

| | | |
|----------------|------------------|----------------|
| Deborah Adame | District 1 | Ann Chilton |
| Vacant | District 3 | _____ |
| Karen Eddlemon | Place 7 at large | Karen Eddlemon |

Park Board

| | | |
|-----------------|------------------|----------------|
| Mal Earl | District 1 | Mal Earl |
| Bryan Parra | District 3 | Bryan Parra |
| Malcdom Chakery | Place 7 at large | Malcom Chakery |

Planning & Zoning Commission

| | | |
|----------------|------------------|----------------|
| Clayton Fisher | District 1 | Clayton Fisher |
| Max Coleman | Place 7 at large | Max Coleman |

Public Health Advisory Committee

| | | |
|---------------|------------------|---------------|
| R. J. DiLena | District 1 | R. J. DiLena |
| Ralph Wiegman | District 3 | Ralph Wiegman |
| Brenda Tirado | Place 7 at large | Brenda Tirado |

Sports Corporation

| | | |
|---------------|-----------|--------------|
| Skinner, Mike | Consensus | Mike Skinner |
| Garcia, R. J. | Consensus | R. J. Garcia |

Zoning Board of Adjustments - (2 yr. terms)

| | | |
|------------------|------------------|------------------|
| Anthony Langston | Place 8 at large | Anthony Langston |
| Clayton Hutchins | District 1 | Clayton Hutchins |
| Heather Mazac | District 6 | Heather Mazac |
| Tracy Owens | District 3 | Robert Mendoza |
| Stacy White | Place 7 at large | Michelle Madden |

Dallas County Flood Control District No. 1

| | | |
|----------------|-----------|-------|
| Vernon Proctor | Consensus | _____ |
| Vacancy | Consensus | _____ |

Compatibility Report for Nomination Sheet 2015 - Master.xls
Run on 6/15/2015 10:24

The following features in this workbook are not supported by earlier versions of Excel. These features may be lost or degraded when opening this workbook in an earlier version of Excel or if you save this workbook in an earlier file format.

Minor loss of fidelity

**# of
occurrences**

| |
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| Some cells or styles in this workbook contain formatting that is not supported by the selected file format. These formats will be converted to the closest format available. |
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Version

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|---------------|
| Excel 97-2003 |
|---------------|