

AGENDA
CITY OF GRAPEVINE, TEXAS
REGULAR CITY COUNCIL MEETING
TUESDAY, JUNE 2, 2015
GRAPEVINE CITY HALL, SECOND FLOOR
200 SOUTH MAIN STREET
GRAPEVINE, TEXAS

5:30 p.m. Dinner - City Council Conference Room
6:00 p.m. Call to Order - City Council Chambers
6:00 p.m. Executive Session - City Council Conference Room
6:45 p.m. Workshop – City Council Chambers
7:30 p.m. Regular Meeting - City Council Chambers

CALL TO ORDER: 6:00 p.m. - City Council Chambers

EXECUTIVE SESSION:

1. City Council to recess to the City Council Conference Room to conduct a closed session relative to:
 - A. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

City Council to reconvene in open session in the City Council Chambers and take any necessary action relative to items discussed in Executive Session.

WORKSHOP: 6:45 p.m. - City Council Chambers

2. Quality of Life projects.
3. Rockledge Park Master Plan update.

REGULAR MEETING: 7:30 p.m. - City Council Chambers

INVOCATION: Council Member Chris Coy

PLEDGE OF ALLEGIANCE: Boy Scout Troop 7

CITIZEN COMMENTS

4. Any person who is not scheduled on the agenda may address the City Council under Citizen Comments by completing a Citizen Appearance Request form with the City Secretary. In accordance with the Texas Open Meetings Act, the City Council is restricted in discussing or taking action during Citizen Comments.

PRESENTATIONS

5. Parks and Recreation Department update.
6. Grapevine Lake flooding update.

NEW BUSINESS

7. Elect a Mayor Pro Tem for 2015-2016 and take any necessary action.
8. Consider an Interlocal Agreement for fiber optic installation with Grapevine Colleyville ISD and an **ordinance** appropriating funds for the project and take any necessary action.
9. Consider a **resolution** approving the Local Project Advance Funding Agreement (LPAFA) with Texas Department of Transportation (TXDOT) to establish funding participation levels for the State Highway 114 Green Ribbon Project and take any necessary action.
10. Consider an easement for a hiking/biking trail with EastGroup Properties for the trail linkage to The REC of Grapevine from the existing Northfield Trail, and authorize the City Manager to execute the necessary documents and take any necessary action.

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and will be acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion. Approval of the consent agenda authorizes the City Manager, or his designee, to implement each item in accordance with Staff recommendations.

11. Consider a **resolution** for the purchase of virtual desktop storage support from Alexander Open Systems, Inc. through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program. City Manager recommends approval.
12. Consider the minutes of the May 19, 2015 Regular City Council meeting. City Secretary recommends approval.

Pursuant to the Texas Open Meetings Act, Texas Government Code, Chapter 551.001 et seq, one or more of the above items may be considered in Executive Session closed to the public. Any decision held on such matter will be taken or conducted in open session following conclusion of the executive session.

ADJOURNMENT

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact the City Secretary's Office at 817.410.3182 at least 24 hours in advance of the meeting. Reasonable accommodations will be made to assist your needs.

In accordance with the Open Meetings Law, Texas Government Code, Chapter 551, I hereby certify that the above agenda was posted on the official bulletin boards at Grapevine City Hall, 200 South Main Street and on the City's website on May 29, 2015 by 5:00 p.m.

Tara Brooks

Tara Brooks, City Secretary



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: JUNE 2, 2015
SUBJECT: WORKSHOP – QUALITY OF LIFE SURVEY

Staff will review the Quality of Life survey results that were originally presented to Council at the April 7 City Council meeting. Staff would like Council feedback for future Quality of Life projects.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: JUNE 2, 2015
SUBJECT: WORKSHOP – ROCKLEDGE PARK MASTER PLAN

Kevin Mitchell and Kathy Nelson will present updates for Rockledge Park master plan for discussion. Due to the Texas Parks & Wildlife timing of the grant funding cycle, the City will need to proceed with the master plan phase of the project.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: JUNE 2, 2015
SUBJECT: ELECTION OF MAYOR PRO TEM

RECOMMENDATION:

City Council to elect a Mayor Pro Tem for 2015-2016 and take any necessary action.

BACKGROUND INFORMATION:

City Charter, Section 3.05 provides that the City Council, at its first meeting after an election of City Council, shall elect one of its number as Mayor Pro Tem and he or she shall perform all of the duties of the Mayor, in the absence or disability of the Mayor.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: JUNE 2, 2015
SUBJECT: INTERLOCAL AGREEMENT WITH GCISD FOR FIBER
CONNECTIVITY AND APPROVAL OF AN APPROPRIATION
ORDINANCE

RECOMMENDATION:

City Council consider approval of an interlocal agreement with Grapevine-Colleyville Independent School District for fiber connectivity and an ordinance appropriating funds for this project.

FUNDING SOURCE:

Upon approval of the attached appropriation ordinance, funds will be available in the Capital Projects Fund (177-48870-101-2) in the amount of \$625,000.

BACKGROUND:

Late last year staff presented a plan for a joint fiber connectivity project between the City and GCISD that would solve several current and future problems for both entities. The plan was received favorably by the City Council and School Board and a steering committee of employees from the City and GCISD worked together to create a fiber plan and then examined the options to implement the plan. The initial solutions considered were contracting with a service provider, hiring an installation contractor and installing internally by purchasing equipment and using contract labor. The final option which was the one reviewed with Council was selected due to its cost efficiency and flexibility.

This project accomplishes several goals for the City and GCISD:

- 1) First and foremost, it provides a fiber connection between all City facilities and schools via 57 miles of fiber
- 2) Better public safety communication throughout the City
- 3) Unlimited bandwidth for the City and GCISD
- 4) Increases options for wi-fi in public spaces
- 5) Improves security camera options in facilities and public spaces
- 6) Improves communication between traffic signals
- 7) Integrates city-wide irrigation systems

Because this project provides benefit to both Tax Increment Financing Districts, TIF Interest funds from the Districts will be used to fund our share of the project. Under the ILA, the project cost will be equally shared between the entities and the final product will

and the final product will be owned by both. The total project cost is \$5,003,484. Our share is \$2,502,000 of which, the first year amount is \$625,000 in order to start the project. Future years will be appropriated out of TIF funds through the normal budget process.

The GCISD Board of Trustees approved this agreement at their May 21st meeting last week.

Staff recommends approval.

JCH

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, TO APPROPRIATE \$625,000 IN THE TAX INCREMENT FINANCING DISTRICT REINVESTMENT ZONE NUMBER ONE, AUTHORIZE THE TRANSFER OF FUNDS, AND APPROPRIATE \$625,000 IN THE CAPITAL PROJECT GENERAL FACILITIES FUND; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Grapevine desires to improve fiber optic connectivity throughout the City; and

WHEREAS, funding for improvements is not currently included in the Capital Project General Facilities Fund appropriation; and

WHEREAS, fiber optic connectivity will provide connection between all city facilities and schools via 57 miles of fiber; and

WHEREAS, fiber optic connectivity will provide better public safety communication throughout the City; and

WHEREAS, fiber optic connectivity will provide unlimited bandwidth for the City and Grapevine Colleyville Independent School District; and

WHEREAS, fiber optic connectivity will provide increases options for wifi in public spaces; and

WHEREAS, fiber optic connectivity will improve security camera options in facilities and public spaces; and

WHEREAS, fiber optic connectivity will connect all schools and major city buildings;
and

WHEREAS, fiber optic connectivity will improve synchronization of traffic signals;
and

WHEREAS, fiber optic connectivity will integrate City-wide irrigation systems; and

WHEREAS, fiber optic connectivity will provide direct benefit to Tax Increment Financing District Reinvestment Zones One and Two.

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

Section 1. That all matters stated in the preamble of this ordinance are true and correct and are hereby incorporated into the body of this ordinance as if copied in their entirety.

Section 2. That the City Council hereby authorizes the appropriation of \$625,000 from the Tax Increment Financing District Zone One, authorize the transfer of funds, and appropriate \$625,000 in the Capital Project General Facilities Fund.

Section 3. That the terms and provisions of this ordinance shall be deemed to be severable, and that if the validity of any section, subsection, word, sentence or phrase shall be held to be invalid, it shall not affect the remaining part of this ordinance.

Section 4. That the fact that the present ordinances and regulations of the City of Grapevine, Texas are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Grapevine, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety, and general welfare which requires that this ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 2nd day of June, 2015.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

STATE OF TEXAS
COUNTY OF TARRANT

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GRAPEVINE AND THE GRAPEVINE-
COLLEYVILLE INDEPENDENT SCHOOL DISTRICT**

This Agreement is entered into the 21st day of May 2015, by and between the CITY OF GRAPEVINE, TEXAS a municipal corporation, hereafter referred to as the "City" or "Grapevine" and the GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT, an independent school district located in Tarrant County, Texas, hereafter referred to as "GCISD" or "District" and located partially within the City of Grapevine and jointly, referred to as the "Parties."

WHEREAS, GCISD and the City execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, and in accordance with purchasing statutes regulating the Parties and subject to availability of current revenues;

WHEREAS, the Parties agree that any party paying for the performance of governmental functions or services under this contract shall make those payments from current revenues available to the paying party;

WHEREAS, the City and GCISD need to have and maintain fiber optic cable in the streets of Grapevine, Texas and in many of the same locations;

WHEREAS, the City holds the rights-of-way in trust and has the legal right to occupy the rights-of-way;

WHEREAS, the City and GCISD will also need to obtain the right to occupy right-of-way not under City control.

WHEREAS, the City has the authority to lease fiber or conduit it owns to another party;

WHEREAS, it is beneficial for the City and GCISD to share common conduit system where possible;

WHEREAS, the Interlocal Cooperation Act authorizes governmental entities to enter into interlocal cooperation agreements for administrative and governmental functions and services;

WHEREAS, the Grapevine City Council approved this Agreement at a City Council meeting that had been posted and met the requirements of the Texas Open Meetings Act;

WHEREAS, The Grapevine-Colleyville Independent School District approved this Agreement at a Board meeting that had been posted and met the requirements of the Texas Open Meetings Act;

NOW, THEREFORE, in consideration of the premises and agreements, covenants, and promises set forth herein, it is agreed as follows:

I.
DEFINITIONS

1. "City" means City of Grapevine, Texas.
2. "Conduit" means the hard tube, which is designed to house innerduct or fiber.
3. "Conduit System" means the conduit installed and owned by the City and used by the City of Grapevine and the GCISD.
4. "Duct" means one section of multi-duct.
5. "Equipment" means the tools, machinery, and motor vehicles used to install the conduit system, including equipment such as a bore rig, trucks, back trailer, fiber pulling equipment, or other such machinery or equipment.
6. "Fiber" or "Fiber Optic" means the optics of light transmission through very fine, flexible glass rods by internal reflection.
7. "Facilities" means the conduit system, including the conduit, the fiber optic strands, innerduct, any handholes or manholes used for the conduit system, trunk lines, pull boxes or any other part of the fiber optic system.
8. "GCISD" means the Grapevine-Colleyville Independent School District.
9. "Innerduct" means the individual, flexible tube conduit through which the glass fiber strand cable is installed.
10. "Multi-duct" means the conduit system, which has been sectioned into either three or four innerducts.
11. "Parties" means the City of Grapevine and the Grapevine-Colleyville Independent School District.
12. "Project" means the installation of the fiber optic network in the City of Grapevine pursuant to the terms of this Agreement.
13. "System" means the entire system of cable, conduit, duct, fiber optic, innerduct.

14. “Pull Box” and “access Point” have the same meaning and refer to the location of the point in the ground nearest a facility being connected where the responsibilities of the “system” end and begin depending on the Party identified

II. PURPOSE

The purpose of this Agreement is to provide for the parties to plan, construct, install, maintain and use a common conduit system for fiber optic cable in the streets, and public easements of all areas of contiguous jurisdiction shared by the Parties.

Based upon certain legal considerations, such as the City’s right to occupy and use the City rights-of-way, and other rights-of-way under appropriate permission to do so, the City and GCISD shall own the facilities located in the City rights-of-way and shall authorize the use of the conduit and fiber optic cable pursuant to the terms of this Agreement.

This Agreement governs the installation, maintenance, repair, and use of conduit, innerduct, fiber optic cable and related facilities located within the City and jointly owned by the City and GCISD. If the installation is expanded to other cities in the GCISD, the City will only be a contractor in other cities, if so desired by the parties to the agreements between the GCISD and the other cities. City will not own or maintain conduit, innerduct, fiber optic cable or the related facilities located outside of the city limits of the City of Grapevine.

III. TERMS, RIGHTS, OBJECTIVES AND DUTIES OF THE PARTIES

1. Ownership. The conduit system to be installed shall be owned as follows: the City shall have ownership of two (2) ducts and the GCISD shall have ownership of one (1) duct. The City and GCISD shall jointly own the conduit system, including the conduit, innerduct, multi-duct, fiber optic lines and other parts of the system located in the right-of-way. City ownership shall extend to and end at the first pull box located outside a GCISD building. The demarcation boundary for location services, maintenance and repair of the conduit system shall also be at the first pull box outside a GCISD building and GCISD’s responsibility for these items begins at the first pull box and extends throughout the property and building for a GCISD location and properties. City ownership shall extend past the pull box and throughout the property and building for any City location and properties.
2. Conduit for Parties Use Only. GCISD and City will have access to the system for their use only. Both parties are prohibited from selling, or allowing access to the system by or for the use of a third party, nor may the system or use of the system be sold, transferred or assigned to any other party.
3. Right-of-way. The City shall provide access to City right-of-way for the installation of the conduit system at all locations where there is no conflict with existing users and there is available space. The City shall not be responsible for acquiring additional right-of-way or

easements or other property rights in order to install the conduit system. When other right-of-way is needed the City will be the primary party seeking the appropriate permission or permits.

4. City Services. The City shall provide all location service, maintenance and repair of the conduit system for the term of this Agreement. The City may enter into an agreement with a third party to provide such services, which shall be under terms solely decided and agreed upon by the City.

5. Location. The City and GCISD have provided one another with all locations at which each party wishes to have the conduit system reach. The parties have identified the best routing for the conduit system and the final agreed routing and installation map showing that route is attached as Exhibit "A." Final selection of locations for service and the most effective route shall be decided by the Committee (established pursuant to Paragraph 12 below) on an ongoing basis prior to and during construction.

6. Control of rights-of-way. The City will control the rights-of-way. The City will decide where the duct is to be located within the rights-of-way.

7. Access points. At GCISD locations, the access points will be provided at a location in the right-of-way designated by GCISD. An access point will consist of a pull box in the right-of-way near or on GCISD real property or GCISD buildings. Construction of duct or other facilities inside the structure and pulling fiber from the access point to the termination point in the building shall be the responsibility of GCISD.

At City locations, the access points will be provided at a location designated by City. An access point will consist of a pull box in the right-of-way near City buildings or real property. Construction of duct or other facilities from the pull box to the structure and inside the structure and pulling fiber from the access point to the termination point shall be the responsibility of City.

8. Installation guidelines. Installation will be in accordance with the construction contract to be agreed upon by the parties in the future. The City shall perform installation for the Project, including the main conduit trunk line containing the three (3) innerducts, the vaults on the main conduit trunk line to provide access to the innerducts, pull the fiber through the innerduct assigned to the City and into City locations. GCISD shall pull fiber through the innerduct assigned to GCISD and in its conduit from the Main Trunk Conduit Line into GCISD locations. However, City may perform this work for GCISD if the parties agree.

Equipment required for installation up to the building shall be acquired by the City. The parties shall share costs for such equipment. GCISD shall have the right to use of the equipment as long as the use would not delay installation of the system. City may perform work for GCISD with the equipment if the parties agree. Equipment for the installation, repair and maintenance in GCISD or City buildings will be the responsibility of each party.

The City will be responsible for applying for any required permits or licenses or other permission that may be required; however, if required by the permitting agency, both parties will

sign any needed application. Both parties will share equally in initial or ongoing costs for any required permits, license or other permission that may be required.

The City and GCISD shall obtain the necessary insurance for the Project.

GCISD shall be responsible for any requirements in regard to criminal background checks or other requirements under the Educational Code for workers on school property.

9. Dedicated fund. In order to commence construction, both parties must initially pay into a dedicated fund, an amount that will allow the City to place orders and begin the process. The City will maintain said fund. Each party will initially pay \$625,000 into the dedicated fund for the purposes of construction, maintenance and repair of the system within thirty days after the last party has signed the Agreement. After the first year, each party will pay annually during installation, not later than September 30 of each year, \$500,000 or an amount as determined by the Committee provided both parties agree. Based upon the needs of operating the system, the parties may agree to increase the amount paid into the dedicated fund. After installation is complete, the parties will pay, not later than September 30 of each year, \$20,000 for repair and maintenance costs, or an amount as determined by the Committee provided both parties agree. If both parties do not agree to a different amount for maintenance, the above amount shall apply. The parties must agree on a different amount no later than July 1.

Each party shall be entitled to an accounting of revenue and expenditures, but such accounting may not occur more than once a year. City agrees to provide such accounting to GCISD, on or before July 31 of each year, for the period of July 1 through June 30 of the previous year.

Each party paying for the performance of the governmental functions or services as set forth in this Agreement will make all payments from current revenues available to the paying party.

10. Purchasing. The parties agree that each party shall abide by any and all competitive purchasing laws applicable to the party instigating the construction, maintenance or repair of the system. The parties further agree that all payments shall be from the designated fund.

11. System priorities. The City provided maintenance shall include responding, on an emergency basis, to all fiber optic, conduit and cable system trouble calls and performing any needed repairs due to damage and providing cable locates as needed. The parties agree that the safety and well-being of the City's citizens and visitors being the first consideration, the City provided maintenance and repair will be performed based on the following priority schedule: (i) the part of the system serving public safety; (ii) the part of the system used for other City services; (iii) GCISD's system provided, however, that during any emergency situation involving a GCISD campus or other building or during time periods when GCISD students are taking state-mandated tests, GCISD's system will be given the same priority as the system serving public safety.

12. Committee. The Parties agree that staff will be assigned to a Committee to address various issues, including construction, scheduling, maintenance, location, cost adjustments and disputes that may arise in the shared use of the System or other duties as needed. The City Manager or Superintendent shall assign staff members to the committee. It is anticipated that the Committee will meet twice a month during the construction phase of this Agreement and when necessary thereafter, and the Committee members from each party will provide their party's staff with Minutes and updates from Committee meetings.

13. Maintenance and Repair - Costs and Scheduling.

The City shall be responsible for the maintenance and repair of City fiber and innerduct pipe maintenance. GCISD shall be responsible for GCISD fiber. These maintenance and repair obligations apply regardless of whether the fiber is in right-of-way, either party's buildings or real property, or any other location.

Cost: If fiber in the right-of-way is damaged, the parties agree to seek compensation from any and all third parties responsible for the damage. If there is no responsible third party, or the responsible third party cannot be found or is unable to pay for the damages, the City and GCISD agree that the City shall perform the repairs. The City and GCISD agree that each party shall pay their own material cost and for joint costs, the parties will pay proportionately based upon the fiber strands each party has in the system (for example, if the City has 288 fiber strands and GCISD has 96 fiber strands, the City would pay 75% and GCISD would pay 25% of the shared costs).

Scheduling: The City agrees that all maintenance and repair work on the system (other than emergency repairs) will be scheduled outside the time periods GCISD students are taking state-mandated tests, and that GCISD will be given at least two weeks' notice prior to any scheduled maintenance and repair work.

14. Decisions by Committee. In all cases where the Committee is to make a decision under this Agreement, the decision may be made in one of the following ways:

- (a) A majority of the Committee members for each party shall constitute a vote on behalf of the party they represent; or
- (b) Each party shall designate a voting member for that party.

The method to be used shall be decided by each party or shall be designated by the District Superintendent or City Manager.

During meetings in which decisions are made under this Agreement, Minutes shall be kept to record the method of voting and the vote of each party.

IV NO ORAL AGREEMENT & ENTIRE AGREEMENT

This Agreement contains all the terms, commitments and covenants of the Parties pursuant to this Agreement. Any oral or written commitment not contained in this Agreement or expressly

referred to in this Agreement and incorporated by reference shall have no force or effect. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

V.
CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

VI
ASSIGNMENT

This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party.

VII
NOTICE

Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Grapevine, to: Bruno Rumbelow, City Manager
 City of Grapevine
 200 South Main Street
 Grapevine, Texas 76051

If to GCISD, to: Grapevine-Colleyville Independent School District
 Superintendent
 3051 Ira E Woods Ave
 Grapevine, Texas 76051

VIII
AGREEMENT INTERPRETATION AND VENUE

The Parties covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. Venue shall be exclusively in Tarrant County, Texas.

The Parties further agree that the parties will attempt to resolve disputes in the following manner: (i) first the parties will meet in the Committee, as set out in Article III, section 12 above; (ii) if no

resolution is achieved by the Committee, the dispute will be heard by the District Superintendent or designee and the City Manager or designee jointly; (iii) if no resolution is achieved after the dispute is heard by the Superintendent or designee and the City Manager or designee, then the dispute will be heard by a mediator; (iv) if no resolution is achieved after meeting with a mediator, then the dispute will be resolved in the appropriate Court. Provided, however, that if needed, due to the statute of limitations or some other requirement, a Party may proceed directly to Court, if this process would unduly delay. The parties shall agree on the mediator to be used and each party agrees to share the cost for the mediator's services. Each party is responsible for their expenses related to their own representation.

IX
CONSIDERATION

This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

X.
COUNTERPARTS

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

XI.
AUTHORITY TO EXECUTE

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

XII
SAVINGS/SEVERABILITY

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

XIII REPRESENTATIONS

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

XIV TERM & TERMINATION

The Term of the Agreement shall be for Ten (10) years. The parties may agree to annual renewals of this Agreement.

Either Party to this Agreement may withdraw at any time after the completed construction and installation of the common conduit system for fiber optic cable in the street but only after providing the other party not less than ninety (90) days' notice in writing of withdrawal. This Agreement may be terminated at any time by mutual consent of the Parties. Upon termination of this Agreement, the City and GCISD shall retain ownership of the designated rights as set forth above. A full and final accounting of all funds and expenditures in the Dedicated Fund, established pursuant to Paragraph 9, shall be completed by City and distributed to the parties within ninety (90) days of the last day of this Agreement.

City and GCISD hereby acknowledge and agree that they are each governmental entities, subject to annual budgetary processes and restrictions on spending in conformity with those processes, approved budgets, and applicable law. They further agree that, notwithstanding any other language in this Agreement, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's formally and finally approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated, any such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the terminating Party's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures.

XV SOVEREIGN IMMUNITY

The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement

XVI
MISCELLANEOUS DRAFTING PROVISIONS

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

EXECUTED hereto on the day and year shown above.

Grapevine-Colleyville ISD

City of Grapevine, Texas

By: *Karen Deakin*
President, Board of Trustees

By: _____
Bruno Rumbelow, City Manager

Attest:

Attest:

Beeley & John
Secretary, Board of Trustees

~~Jodi Brown~~ City Secretary
Tara Brooks

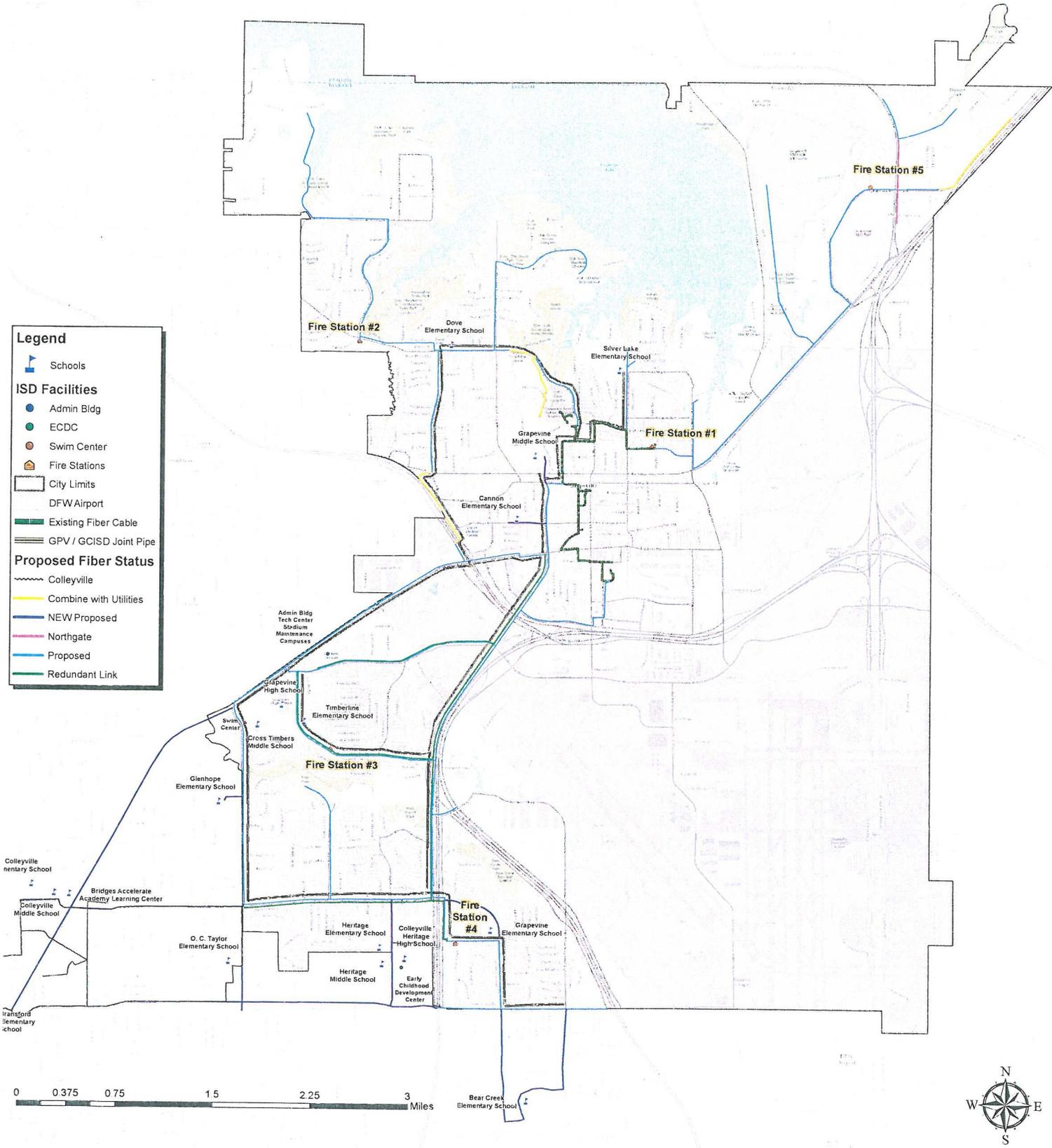
APPROVED AS TO FORM:

APPROVED AS TO FORM:

James Whitton, Brackett & Ellis, P.C.

Cathy Cunningham, Boyle & Lowry, L.L.P.

Exhibit A Proposed Fiber - 5/5/15



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: JUNE 2, 2015
SUBJECT: APPROVAL OF A RESOLUTION FOR LOCAL PROJECT
ADVANCE FUNDING AGREEMENT (LPAFA) – SH114 GREEN
RIBBON PROJECT

RECOMMENDATION:

City Council consider adopting a resolution approving the Local Project Advance Funding Agreement with Texas Department of Transportation (TXDOT) to establish funding participation levels for the State Highway 114 (SH114) Green Ribbon Project, and take any necessary action.

FUNDING SOURCE:

Funds are currently available in the Quality of Life account 121-48810-312-15-0041.

BACKGROUND:

Several areas throughout the DFW Connector corridor were not included in TXDOT's landscape plan. The SH114 Green Ribbon Project is one of the highly visible areas along the corridor where supplemental landscaping will enhance the appearance of Grapevine.

The project is funded by the Federal Highway Administration (FHWA) and TXDOT Green Ribbon program, two separate grants from the Governor's Community Achievement Award, and the City. The Green Ribbon program provides no allowances for cost overruns; therefore, the City will cover any cost overruns that may arise.

This project will be administered by the City. A Master Agreement, adopted by the City and the State in November 2000, establishes general terms and conditions for transportation projects of this nature. The LPAFA formally establishes the funding participation level and scope for this specific project. TXDOT has requested that the City approve this LPAFA in June to facilitate their bidding schedule for July 2015.

Staff recommends approval.

CC ITEM #9
GREEN
RIBBON
PROJECT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AUTHORIZING A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ADDRESSING FUNDING PARTICIPATION LEVEL AND PROJECT SCOPE FOR THE LANDSCAPE IMPROVEMENTS OF STATE HIGHWAY 114 FROM WILLIAM D. TATE AVENUE TO MAIN STREET IN THE CITY OF GRAPEVINE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, a Master Agreement between the City of Grapevine and the State of Texas was adopted by Resolution No. 2000-60 on November 21, 2000 and the agreement states the general terms and conditions for transportation projects developed through this Local Transportation Project Advance Funding Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order 114213, that provides for the development of, and funding for, landscape improvements of State Highway 114 from William D. Tate Avenue to Main Street in the City of Grapevine; and

WHEREAS, the Grapevine City Council strongly supports the efforts of the Metropolitan Planning Organization and Texas Department of Transportation in developing a system of highways in cooperation with local governments; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the preamble of this resolution are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine approves entering into this Local Transportation Project Advance Funding Agreement for landscape improvements of State Highway 114 from William D. Tate Avenue to Main Street in the City of Grapevine.

Section 3. That this resolution shall become effective from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 2nd day of June, 2015.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For A
GREEN RIBBON PROGRAM PROJECT
ON - SYSTEM**

THIS Local Project Advance Funding Agreement (LPAFA) 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 Grapevine, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114213 that provides for the development of, and funding for, the Project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20___, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

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 hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for this LPAFA is described as landscape improvements on SH 114 from William D. Tate Avenue to Main Street.

5. Right of Way and Real Property

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

6. Utilities

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement. Additionally, 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.

8. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government as stated in the Master Agreement. The Local Government is responsible for performance of any required architectural or preliminary engineering work. 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* design standards. The State may review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law.

10. Construction Responsibilities

Construction responsibilities will be carried out by the Local Government as stated in the Master Agreement.

11. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

12. Local Project Sources and Uses of Funds

A. A Project Budget Estimate is provided in Attachment C. 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. 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 one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training 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 Qualification for the Texas Department of Transportation*. 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 Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D.** The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where a Special Approval has been signed by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E.** 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 preliminary engineering 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 costs.
- F.** 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 Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total

expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

- H. When a Special Approval has been signed by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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. Any 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.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. 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.

13. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

14. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

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. Debarment Certification

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 is 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 contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

18. 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 Manager City of Grapevine 200 South Main Street Grapevine, TX 76051	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 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.

19. Civil Rights Compliance

The Local Government shall comply with the regulations of the U.S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

20. Disadvantaged Business Enterprise (DBE) Program Requirements

- 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 set 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 have final decision-making authority regarding the DBE goal and 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 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.*

21. Federal Funding Accountability and Transparency Act Requirements

- 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 the Federal government to track the distribution of federal money. The DUNS number 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 (5) 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.

22. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- 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 Audit Office 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.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CC ITEM #9

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

DRAFT

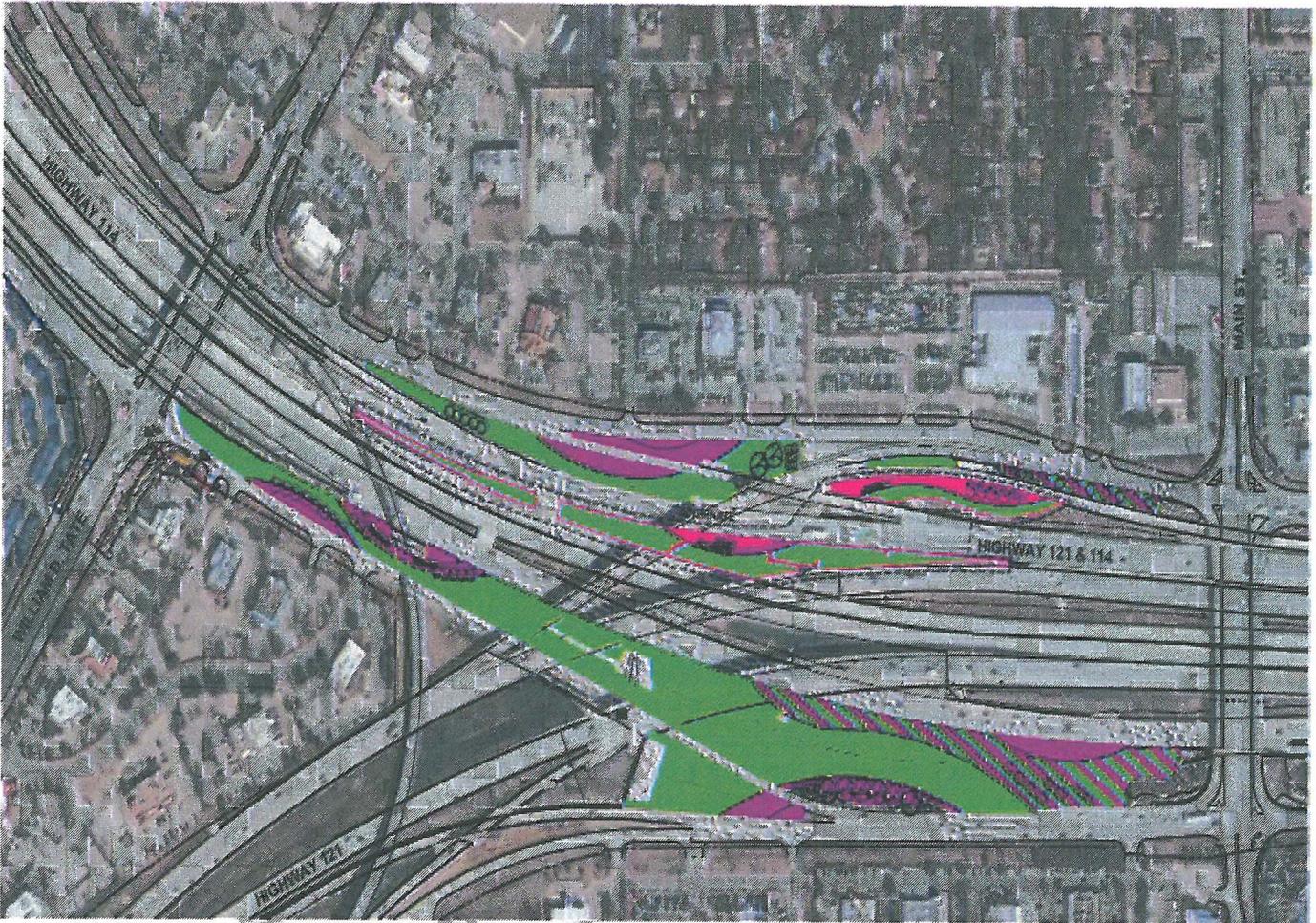
CSJ # 0353-03-094
District # 02-Fort Worth **AG ITEM #9**
Code Chart 64 # 17200
Project: SH 114 Landscape
improvements
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

DRAFT

CSJ # 0353-03-094
District # 02-Fort Worth **CG ITEM #9**
Code Chart 64 # 17200
Project: SH 114 Landscape
improvements
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B PROJECT LOCATION MAP



Legend:

Green color depicts turf or decorative grass areas

Magenta color depicts shrubs/tree areas

**ATTACHMENT C
 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

Costs will be allocated based on applicable Federal/State funding and a fixed amount of Local Government funding until Local Government funding reaches the maximum obligated amount. The State will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation Cost	State Participation Cost	Local Participation Cost
Engineering (by Local Government)	\$63,000	\$0	\$0	\$63,000
Construction (by Local Government)	\$876,597	\$312,000	\$458,000	\$106,597
Subtotal	\$939,597	\$312,000	\$458,000	\$169,597
Environmental Direct State Costs	\$500	\$0	\$500	\$0
Right of Way Direct State Costs	\$1	\$0	\$1	\$0
Engineering Direct State Costs	\$2,650	\$0	\$2,650	\$0
Utility Direct State Costs	\$1	\$0	\$1	\$0
Construction Direct State Costs	\$88,920	\$32,011	\$48,906	\$8,003
Indirect State Costs	\$53,933	\$0	\$53,933	\$0
TOTAL	\$1,085,602	\$344,011	\$563,991	\$177,600

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$8,003.00

Total payment by the Local Government to the State: \$8,003.00

The total amount of Local Government participation shall not exceed the amount appearing above.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: JUNE 2, 2015

SUBJECT: CONSIDER APPROVAL OF AN EASEMENT FOR A
HIKING/BIKING TRAIL

RECOMMENDATION:

Staff recommends City Council approve an easement for a hiking/biking trail with EastGroup Properties for the trail linkage to The REC of Grapevine from the existing Northfield Trail, and authorize the City Manager to execute the necessary documents and take any necessary action.

BACKGROUND:

This trail connection is a key linkage from The REC of Grapevine to the city-wide hike & bike trail system.

Staff recommends approval.

KM/JR

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: JUNE 2, 2015
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF
VIRTUAL DESKTOP STORAGE SUPPORT

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of virtual desktop storage support from Alexander Open Systems, Inc. through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program.

FUNDING SOURCE:

Funding for this purchase is currently available in account 100-43465-101-2 (Misc. Equip. Maint.) in the amount not to exceed \$21,829.28.

BACKGROUND:

This purchase will be made in accordance with a contract established with Alexander Open Systems, Inc. by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program. Purchases through this program are authorized under Texas Local Government Code, Chapter 271, Subchapter D and Texas Government Code Chapter 2054, Section 2054.0565 (b).

Bids were taken by the cooperative and a contract was awarded to Alexander Open Systems, Inc. The Purchasing and IT staff reviewed the contract for departmental specification compliance and determined that the contract would provide the best product, service and pricing for meeting the needs of the City.

This purchase is for a one year support agreement for the storage used in the virtual desktop project.

Staff recommends approval.

LP/BS

RESOLUTION NO. _____

VIRTUAL DESKTOP
STORAGE SUPPORT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE VIRTUAL DESKTOP STORAGE SUPPORT THROUGH A STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT PROGRAM AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Chapter 271, Subchapter D and Texas Government Code Chapter 2054, Section 2054.0565 (b) to make purchases under a state contract therefore satisfying any state law requiring local governments to seek competitive bids for the purchase of the item; and

WHEREAS, the State of Texas Department of Information Resources (DIR) Cooperative Contracts program is a qualified purchasing program; and

WHEREAS, the City of Grapevine, Texas can participate in the State of Texas DIR Cooperative Contracts Program through membership in the Program and wishes to utilize the contract meeting all State of Texas bidding requirements; and

WHEREAS, the State of Texas DIR has an established contract No. DIR-TSO-2634 with Alexander Open Systems, Inc. for IT Products and Related Services; and

WHEREAS, the City has a need for one year of virtual desktop storage support; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of virtual desktop storage support from Alexander Open Systems Inc. for an amount not to exceed \$21,829.28.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said virtual desktop storage support.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 2nd day of June, 2015.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council and the Planning and Zoning Commission of the City of Grapevine, Texas met in Regular Joint Session on this the 19th day of May, 2015 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members of the City Council present:

William D. Tate	Mayor
C. Shane Wilbanks	Mayor Pro Tem
Sharron Spencer	Council Member
Darlene Freed	Council Member
Mike Lease	Council Member
Duff O'Dell	Council Member

constituting a quorum with Council Member Chris Coy being absent, with the following members of the Planning and Zoning Commission:

Larry Oliver	Chairman
Herbert Fry	Vice Chairman
Betty "BJ" Wilson	Member
Monica Hotelling	Member
Gary Martin	Member
Beth Tiggelaar	Member
Theresa Mason	Alternate

constituting a quorum with Commission Members Jim Fechter and Dennis Luers absent, with the following members of the City Staff:

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
John F. Boyle, Jr.	City Attorney
Matthew C. G. Boyle	City Attorney
Tara Brooks	City Secretary

CALL TO ORDER

Mayor Tate called the meeting to order at 6:00 p.m.

Item 3. Canvass the results of the May 9, 2015 City Officer Election for Mayor, Council Place 1 and Council Place 2; consider a **resolution** declaring the results and take any necessary action.

City Secretary Tara Brooks presented this item to Council and reported as of May 1, 2015, the City had 28,704 registered voters. The election was held on Saturday, May 9, 2015, with citizens casting an unofficial total of 2,366 votes for the following candidates:

Mayor	William D. Tate	2,018
	Under Votes	348
Council Place 1	C. Shane Wilbanks	1,472
	Marc Blum	741
	Under Votes	153
Council Place 2	Sharron Spencer	1,906
	Under Votes	460

City Secretary Brooks recommended approval of a resolution declaring William D. Tate elected as Mayor, C. Shane Wilbanks elected to City Council Place 1 and Sharron Spencer elected to City Council Place 2.

Motion was made to approve the resolution as presented.

Motion: Freed

Second: Lease

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell

Nays: None

Approved: 6-0

RESOLUTION NO. 2015-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DECLARING THE RESULTS OF THE 2015 CITY OFFICER ELECTION AND PROVIDING AN EFFECTIVE DATE

Item 2. City Secretary to administer the Oath of Office to elected Mayor William D. Tate, City Council Place 1 C. Shane Wilbanks, and City Council Place 2 Sharron Spencer.

City Secretary Brooks administered the Oath of Office to newly elected Mayor William D. Tate, City Council Place 1 C. Shane Wilbanks and City Council Place 2 Sharron Spencer.

Item 3. Executive Session

Mayor Tate announced the City Council would recess to the City Council Conference Room to conduct a closed session regarding:

- A. Seek advice of the City Attorney regarding contemplated litigation (Villalpando) pursuant to Section 551.071, Texas Government Code.
- B. Consultation with the City Attorney regarding Interlocal Agreement regarding commuter rail pursuant to Section 551.071, Texas Government Code.
- C. Pending or contemplated litigation relative to CBS Billboard v. Grapevine and Grapevine Board of Zoning Adjustment, Cause No. 141-254547-11 pursuant to Section 551.071, Texas Government Code.
- D. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

The City Council recessed to the City Council Conference Room and began the closed session at 6:11 p.m. The closed session ended at 7:03 p.m.

Upon reconvening in open session in the Council Chambers, Mayor Tate asked if there was any action necessary relative to the closed session. City Manager Bruno Rumbelow stated there was no action necessary under Section 551.071, and Section 551.087, Texas Government Code.

NOTE: City Council continued with the Regular Meeting in open session in the City Council Chambers.

WORKSHOP

Item 4. Gateway Landscape Master Plan

Parks and Recreation Director Kevin Mitchell introduced Jana Tidwell from Shrickel, Rollins and Associates, Inc. who described the proposed plans for landscaping along State Highway 114 between Main Street and William D. Tate Avenue.

No action was taken by Council.

CALL TO ORDER

Mayor Tate called the meeting to order at 7:35 p.m. in the City Council Chambers.

INVOCATION

Commissioner Beth Tiggelaar delivered the Invocation and led the Pledge of Allegiance.

JOINT PUBLIC HEARINGS

Item 5. Zoning Application **Z15-02** and Conditional Use Permit **CU15-11** (N2 BBQ)

Assistant Development Services Director Ron Stombaugh stated the applicant has requested to table the application to the June 16, 2015 Joint City Council and Planning and Zoning Commission meeting.

Motion was made to table Zoning Application Z15-02 and Conditional Use Permit CU15-11 to the June 16, 2015 meeting.

Motion: Fry
Second: Wilson
Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Tiggelaar and Mason
Nays: None
Approved: 7-0

Motion was made to table Z15-02 and CU15-11.

Motion: Freed
Second: O'Dell
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

Item 6. Conditional Use Permit **CU15-13** (White Line Storage)

Assistant Development Services Director Stombaugh stated the applicant has requested to table the application to the June 16, 2015 Joint City Council and Planning and Zoning Commission meeting.

Motion was made to table Conditional Use Permit CU15-13 to the June 16, 2015 meeting.

Motion: Wilson
Second: Tiggelaar
Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Tiggelaar and Mason
Nays: None
Approved: 7-0

Motion was made to table Z15-02 and CU15-11.

Motion: Wilbanks
Second: Spencer
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

Item 7. Conditional Use Permit **CU15-14** (1st Choice Self Storage) and a **Final Plat** of Lot 2R, Block 1, Hillsleigh Addition

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh stated Conditional Use Permit CU15-14 and Final Plat of Lot 2R, Block 1, Hillsleigh Addition is located at 2713 Ira E. Woods Avenue. The application was submitted by 1st Choice Self Storage to amend the previously approved site plan of CU08-04 (Ordinance No. 2008-11) for a planned commercial center with a mini-storage warehouse facility and caretaker residence, specifically for the addition of three buildings totaling 32,510 square feet and outdoor covered parking.

Applicant Brad Boswell presented the plan to City Council and the Planning and Zoning Commission.

No one spoke during the public hearing and there was no written correspondence to report.

Motion was made to close the public hearing.

Motion: Wilson
Second: Hotelling
Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Tiggelaar and Mason
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: Lease
Second: Freed
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

Item 8. Conditional Use Permit **CU15-16** (SuVino Winery)

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh stated Conditional Use Permit CU15-16 was submitted by SuVino Winery to allow for wine production and storage at 1201 Minters Chapel Road #501.

Applicant Chari Scott presented this item and answered questions from Council.

No one spoke during the public hearing and there was no written correspondence to report.

Motion was made to close the public hearing.

Motion: Fry
Second: Martin
Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Tiggelaar and Mason
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: O'Dell
Second: Freed
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

RECESS AND RECONVENE

Mayor Tate announced the Planning and Zoning Commission would recess to the Planning and Zoning Conference Room to consider published business.

The City Council remained in session in the Council Chambers to consider published business.

Item 9. Citizen Comments

Doris Bateman, 422 Smith spoke against the proposed Gateway Landscape plan. Ms. Bateman requested council focus on sewer and drainage issues.

Item 10. Mayor Tate to present a proclamation declaring May as Motorcycle Safety and Awareness Month.

Mayor Tate presented the proclamation to Dave Zane.

Item 11. Chief Financial Officer to present the Monthly Financial Update.

Chief Financial Officer Greg Jordan presented this item to Council.

Item 12. Consider a **resolution** outlining the Board and Commission appointment process and take any necessary action.

City Secretary Brooks presented this item to Council. Council Member Spencer requested Section 2 (c) be changed from the first meeting in July to "Formal appointments will be made in July of each year."

Motion was made to approve the resolution with the change to Section 2 (c) as presented.

Motion: Freed

Second: Wilbanks
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

RESOLUTION NO. 2015-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DETAILING THE BOARD AND COMMISSION APPOINTMENT PROCESS; AND DECLARING AN EFFECTIVE DATE

Item 13. Consider an engineering services contract with Burgess & Niple, Inc. for the 2015 Inflow and Infiltration Project, authorize staff to execute said contract, and take any necessary action.

Public Works Director Stan Laster presented this item to Council. The areas that will be the focus for 2015-2016 for the rehabilitation and replacement of existing sanitary sewer lines are the Canterbury Village Addition, the Oak Grove Addition area along Dove Road from Dove Lift Station Number 2 to Kimball Road, the South Shore Acres Addition within and downhill of Harber Avenue and near the intersection of Placid Circle and Peninsula Drive.

Motion was made to approve the engineering services contract with Burgess & Niple, Inc.

Motion: Freed
Second: Lease
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and will be acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion. Council Member Freed requested Item 18 be removed from consent. Item 18 was considered after the consent agenda.

Approval of the consent agenda authorizes the City Manager, or his designee, to implement each item in accordance with Staff recommendations.

Item 14. Consider a resolution authorizing the purchase of Microsoft Office ProPlus enterprise licenses and software maintenance from SHI Government Solutions, Inc. through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program.

City Manager Rumbelow recommended approval of the purchase of Microsoft Office ProPlus enterprise licenses and software maintenance from SHI Government Solutions, Inc. in the amount not to exceed \$85,800. This purchase request is for one year of Software Assurance (Microsoft's term for software maintenance) for 600 Microsoft Office licenses currently owned by the City, plus an additional 70 licenses of Microsoft Office. The additional 70 Office licenses includes three years of Software Assurance.

Motion was made to approve the consent agenda as presented.

Motion: Lease
Second: Spencer
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

RESOLUTION NO. 2015-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE MICROSOFT OFFICE PROPLUS ENTERPRISE LICENSES AND SOFTWARE MAINTENANCE THROUGH A STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT PROGRAM AND PROVIDING AN EFFECTIVE DATE

Item 15. Consider award of Nash Farm Farmhouse painting to Ware Painting.

Convention and Visitors Bureau Executive Director P.W. McCallum recommended approval of the award of Nash Farm Farmhouse painting to Ware Painting in an amount not to exceed \$16,900.

Motion was made to approve the consent agenda as presented.

Motion: Lease
Second: Spencer
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

Item 16. Consider renewal of an additional one year contract for outside audit services with Pattillo, Brown & Hill, LLP.

Chief Financial Officer Jordan recommended approval of a contract with Pattillo, Brown & Hill, LLP for outside audit services in an amount not to exceed \$108,000. This would be the third year of the five year contract renewal options.

Motion was made to approve the consent agenda as presented.

Motion: Lease
Second: Spencer
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

Item 17. Consider awarding a contract to Furgo Consultants Inc. for Construction Materials Engineering and Testing Services for the Grapevine Public Safety Facility.

Public Works Director Laster recommended approval of award of contract to Furgo Consultants, Inc. for Construction Materials Engineering and Testing Services for the Grapevine Public Safety Facility in an amount not to exceed \$128,880.80

Motion was made to approve the consent agenda as presented.

Motion: Lease
Second: Spencer
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

Item 19. Consider renewal of an annual contract with ThyssenKrupp Elevator Corporation for elevator maintenance services through an established Cooperative Agreement with the National Joint Powers Alliance (NJPA).

Public Works Director Laster recommended approval of the annual contract with ThyssenKrupp Elevator Corporation for elevator maintenance services in an amount not to exceed \$16,804.28.

Motion was made to approve the consent agenda as presented.

Motion: Lease
Second: Spencer
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

Item 20. Consider the minutes of the May 5, 2015 City Council meeting as published.

City Secretary Brooks recommended approval of the minutes.

Motion was made to approve the consent agenda as presented.

Motion: Lease
Second: Spencer
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell

Nays: None
Approved: 6-0

Item 18. Consider a **resolution** authorizing the purchase of backlit street signs from Consolidated Traffic Controls, Inc. through an Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC).

Public Works Director Laster answered Council's questions regarding the purchase of backlit street signs from Consolidated Traffic Controls, Inc. in an amount not to exceed \$85,690.

Motion was made to approve the resolution for the purchase of backlit street signs.

Motion: Freed
Second: O'Dell
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

RESOLUTION NO. 2015-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE BACKLIT STREET SIGNS THROUGH AN ESTABLISHED INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING AND PROVIDING AN EFFECTIVE DATE

PLANNING AND ZONING COMMISSION RECOMMENDATIONS

Item 21. Conditional Use Permit **CU15-14** (1st Choice Self Storage) - Assistant Development Services Director Stombaugh reported the Planning and Zoning Commission approved Conditional Use Permit CU15-14 with a vote of 7-0.

Motion was made to approve Conditional Use Permit CU15-14.

Motion: Wilbanks
Second: Freed
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

ORDINANCE NO. 2015-024

AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT IN ACCORDANCE WITH SECTION 48 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE

ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING CONDITIONAL USE PERMIT CU15-14 TO AMEND THE SITE PLAN APPROVED BY ORDINANCE NO. 2008-11 FOR THE DEVELOPMENT OF ADDITIONAL STORAGE BUILDINGS AND OUTDOOR COVERED PARKING IN A DISTRICT ZONED "CC" COMMUNITY COMMERCIAL DISTRICT REGULATIONS ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 22. Final Plat of Lot 2R, Block 1, Hillsleigh Addition - Assistant Development Services Director Stombaugh reported the Planning and Zoning Commission approved the final plat with a vote of 7-0.

Motion was made to approve the Statement of Findings and the Final Plat of Lot 2R, Block 1, Hillsleigh Addition.

Motion: Freed
Second: Wilbanks
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

Item 23. Conditional Use Permit CU15-16 (SuVino Winery) - Assistant Development Services Director Stombaugh reported the Planning and Zoning Commission approved Conditional Use Permit CU15-16 with a vote of 7-0.

Motion was made to approve Conditional Use Permit CU15-16.

Motion: Spencer
Second: Lease
Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell
Nays: None
Approved: 6-0

ORDINANCE NO. 2015-025

AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT IN ACCORDANCE WITH SECTION 48 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING CONDITIONAL USE PERMIT CU15-16 TO ALLOW WINE PRODUCTION AND STORAGE IN A DISTRICT ZONED "LI" LIGHT INDUSTRIAL DISTRICT ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

ADJOURNMENT

Motion was made to adjourn the meeting at 8:17 p.m.

Motion: Wilbanks

Second: Spencer

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, and O'Dell

Nays: None

Approved: 6-0

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 2nd day of June, 2015.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary