

AGENDA
CITY OF GRAPEVINE, TEXAS
REGULAR CITY COUNCIL MEETING
TUESDAY, DECEMBER 1, 2015
GRAPEVINE CITY HALL, SECOND FLOOR
200 SOUTH MAIN STREET
GRAPEVINE, TEXAS

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

CALL TO ORDER: 6:30 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. Real property relative to deliberation or the exchange, lease, sale or value of City owned properties (portion of 185 acres owned by City) pursuant to Section 551.072, Texas Government Code.
 - B. 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: Immediately following Executive Session – City Council Chambers

2. Discuss parade permit process.

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

INVOCATION: Council Member Chris Coy

PLEDGE OF ALLEGIANCE: Boy Scout Troop 168

CITIZEN COMMENTS

3. 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

4. Chief Financial Officer to present Fiscal Services departmental update.

OLD BUSINESS

5. Consider a **resolution** authorizing the First Amendment to the Ground and Tower Lease Agreement with T-Mobile West, LLC for the purpose of installing, operating and maintaining a communications facility on the Dove Water Tower located at 1702 Sagebrush Trail. **This item was tabled at the November 17, 2015 City Council meeting. Staff requests to table this item to a future meeting.**

NEW BUSINESS

6. Consider a license agreement with the Dallas/Fort Worth International Airport Board (DFW) to provide water, sanitary sewer service and storm drainage to DFW Airport in the vicinity of Metro Circle and eastbound State Highway 114 Frontage road and take any necessary action.
7. Consider **ordinance** authorizing the issuance of Public Property Finance Contractual Obligations, Series 2015 and enacts provisions for the issuance and allow for the awarding of the sale of the Contractual Obligation; levying a tax in payment; authorizing the execution and delivery of paying agent/registrars agreement; approving the official statement; 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.

8. Consider renewal of an annual contract for janitorial supplies with Empire Paper Company. Chief Financial Officer recommends approval.
9. Consider a **resolution** for the purchase of golf carts and accessories from Yamaha Golf-Car Company through an Interlocal Participation Agreement with The Local

- Government Purchasing Cooperative (BuyBoard). Golf Director recommends approval.
10. Consider renewal of an annual contract for portable toilet rental services with MMG Building and Construction Services, LLC through an Interlocal Cooperative Agreement with the City of Fort Worth, Texas. Parks and Recreation Director recommends approval.
 11. Consider a **resolution** authorizing the purchase of multi-band routers, including installation, from PCS Mobile through a contract established by the Federal General Services Administration Cooperative Purchasing Program. Police Chief recommends approval.
 12. Consider a **resolution** authorizing the purchase of pothole patcher truck from Freightliner of Austin through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (BuyBoard). Public Works Director recommends approval.
 13. Consider award of RFB 433-2016 to Multiple Cable Systems, Inc. for a traffic conduit installation annual contract with renewal options. Public Works Director recommends approval.
 14. Consider a **resolution** authorizing the purchase of Chevrolet Tahoes from Caldwell Country through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (BuyBoard). Public Works Director recommends approval.
 15. Consider the minutes of the November 17, 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 November 25, 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: DECEMBER 1, 2015
SUBJECT: WORKSHOP – PARADE PERMIT PROCESS

BACKGROUND INFORMATION:

Chris Smith, Deputy Director of Parks & Recreation will present parade permit process.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: DECEMBER 1, 2015
SUBJECT: LICENSE AGREEMENT FOR WATER, SANITARY SEWER AND
STORM DRAIN SERVICE – DALLAS/FORT WORTH
INTERNATIONAL AIRPORT BOARD

RECOMMENDATION:

City Council consider approving a License Agreement with the Dallas/Fort Worth International Airport (DFW) to provide water, sanitary sewer service and storm drainage to DFW Airport in the vicinity of Metro Circle and eastbound State Highway 114 frontage road.

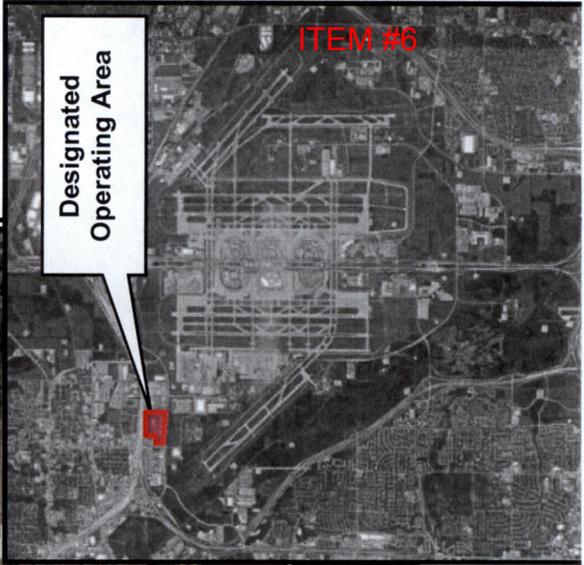
BACKGROUND:

Two automobile dealerships (Audi and Land Rover/Jaguar) are prepared to be developed on DFW property in the City of Grapevine on the south side of Eastbound State Highway 114 frontage road west of Metro Circle. DFW Airport has no facilities in the immediate area.

DFW Airport proposes to construct a 12" water line along the frontage of State Highway 114 connecting the existing 12" stub by the NTB site and extending to the east to the existing lines and stub at Metro Circle and extend an 8" sanitary sewer line from Metro Circle along the frontage of State Highway 114 to serve the DFW properties. The City of Grapevine Water Master Plan requires a 12" water main across the frontage of the site.

Staff recommends approval.

Exhibit A – Metro Place Drive Area
General Site Area



Legend:
Designated Operating Area

DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD

LICENSE

The Dallas/Fort Worth International Airport Board (hereinafter called "Licensor" or "Board") hereby grants to the City of Grapevine (hereinafter called "Licensee") the hereinafter described privilege, in accordance with the terms and conditions set forth in this agreement ("License") below:

- (1) LICENSEE: City of Grapevine
- (2) LICENSEE'S ADDRESS: City Manager
Department
PO Box 95104
Grapevine, TX 76099
817-410-3000
- (3) PRIVILEGE (including property description): To occupy and use that portion of property located on Dallas/Fort Worth International Airport ("Airport") designated by Licensor more particularly described in Exhibit "A" attached hereto (the "Designated Operating Area") for the purpose of:
- (a) allowing Licensee's water, sanitary sewer and storm water utilities to serve Airport property located between East of South Main Street and West of Metro Circle, South of East State Highway 114 and North of Metro Place Drive; and
- (b) allowing Licensee to enter Airport property, upon prior written notice to the Board, to access, operate, maintain, improve, reconstruct, repair, relocate and inspect Licensee's Public Utilities and associated appurtenances as described in Exhibit "B" (attached hereto) at Licensee's sole expense.
- (4) RENTS AND FEES: None.
- (5) EFFECTIVE DATE: January 1, 2016
- (6) EXPIRATION DATE: December 31, 2055
- (7) SPECIAL TERMS AND (a) Both Board and Board's Lessee(s) have the

CONDITIONS:

right to tie-in to Licensee's utility lines for water (domestic, irrigation and fire), sanitary sewer and storm water, without tap fees, but with all costs associated with said tie-in to be borne by Board or Board's Lessee(s), at any time and at any location as deemed necessary by the Board and Board's Lessee(s) and upon prior written notice to Licensee.

(b) Board and Board's Lessee(s) shall pay for such water and sewer services in accordance with the standard City of Grapevine Utility Services charge schedule applicable thereto.

(c) Board and Board's Lessee(s) are to install a 12-inch water line and all reasonable appurtenances to connect between Licensee's existing 12-inch water stub-out (near the National Tire & Battery) to the West of the subject property and Licensee's existing 12-inch water stub-out located near the intersection of Metro Circle and East State Highway 114 to the East, as depicted in the attached Exhibit "B", attached hereto. If the water pipe size required for the new developments is lower than City of Grapevine's master-planned size (12-inch water line), the Licensee will reimburse Board or Board's Lessee(s) for the upsize premium.

(d) Board and Board's Lessee(s) are to install an 8-inch sanitary line to connect to Licensee's existing sanitary sewer stub-out near the intersection of Metro Circle and East State Highway 114, as depicted in the attached Exhibit "B", attached hereto.

(e) Board and Board's Lessee(s) are not to construct any structures that unreasonably interfere with Licensee's access to its infrastructure (including light pole foundations and canopy foundations) within 5 feet of the City lines as shown on Exhibit "B". Standard concrete paving used for parking and drive aisles can be constructed near and over said lines.

GENERAL TERMS AND CONDITIONS

USE OF AIRPORT

License. For and in consideration of the payment of the rents and fees as set forth herein, Licensee shall have the NON-EXCLUSIVE right to use the Designated Operating Area described herein for the limited privileges set forth herein, and none other.

No Leasehold Interest. Licensee acknowledges that this License is not a lease, that there are no leased premises, and that this License does not create a leasehold interest in any part of the Airport.

No Warranties of Suitability. Licensee acknowledges that Licensor has made no representations whatsoever concerning the suitability of any Airport property or facilities for the exercise of the above-stated privileges.

Ingress and Egress. Licensee, its employees, invitees and those doing business with it shall have the right of ingress and egress to the Designated Operating Area, subject to applicable parking fees, traffic regulations, and other operational rules prescribed by the Board.

Nuisances and Board Rules. Licensee, its employees, invitees, and those doing business with it shall conduct its operations in such a manner so as not to annoy, disturb or be offensive to others at the Airport, and shall maintain the Designated Operating Area in a clean and orderly manner as prescribed by Licensor. Licensee shall obey all rules and regulations of the Board as same may be amended from time to time. Upon completion of construction, the facilities shall be underground and this section shall not be applicable to Licensee,

Repairs and Improvements. Licensee shall promptly repair or replace any property of the Licensor damaged by Licensee's operations hereunder, and shall be responsible for maintenance of the Designated Operating Area. This License provides approval for Licensee to install and maintain water and wastewater lines to the areas noted on Exhibit "A." Licensee shall be solely responsible, at its expense, for properly determining and verifying the location of any utilities or infrastructure in or around the Designated Operating Area, and for properly protecting and/or relocating utilities and infrastructure, including without limitation, those owned or controlled by Board or any other third parties. Any information provided by Licensor regarding the location of any utilities or infrastructure, whether within the Designated Operating Area or elsewhere, is for general information only and shall not relieve the Licensee of the above-stated obligation to independently determine and verify the location of such utilities or infrastructure.

COMPLIANCE WITH APPLICABLE LAWS

General. Licensee shall procure all licenses, certificates, permits or other authorization from

ITEM #6

all governmental authorities, if any, having jurisdiction over the operations of Licensee at the Airport which may be necessary for Licensee's installations and operations; provided, however, that this License shall function as permission for the Licensee to use Airport property as designated on Exhibit "A." Upon request by the Board, Licensee shall verify all licenses, permits or other authorizations procured. Licensee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property and are not to be construed as a submission by Licensor to such requirements or any of them.

Non-Discrimination. It is the policy of the Board that Minority-owned and Women-owned Business Enterprises (M/WBEs) shall have the maximum practicable opportunity to participate in the awarding of Board contracts. Licensee agrees to make a good faith effort to provide maximum opportunity for the consideration and use of M/WBEs in the contracting, subcontracting and purchasing activities associated with this License and to abide by all applicable provisions of the Board's M/WBE Program. Licensee further agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with Licensee's activities pursuant to any Board contract because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. Licensee shall conduct all of its activities in compliance with and pursuant to Title 49, Part 21 of the Code of Federal Regulations (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964), as said regulations may be amended. Licensee shall maintain and, upon demand, make available to an authorized representative of Licensor copies of any and all agreements it has made with suppliers, employees or customers, or any other agreements concerning Licensee's operations at the Airport.

INSURANCE

Licensee is a self-funded entity and as such, generally does not maintain a commercial liability insurance policy to cover premises liability. Damages for which Licensee would ultimately be found liable would be paid directly and primarily by Licensee and not be a commercial insurance company.

DEFAULT, REMEDIES, AND TERMINATION

Default. If Licensor is required or reasonably elects to pay any sum or sums, or incurs any obligations or expenses due to the failure, neglect or refusal of Licensee to perform or fulfill any one or more of the conditions, covenants, or agreements set forth in this License, or as a result of an act or omission of Licensee contrary to said conditions, covenants and agreements, Licensee agrees to pay all agreed upon funds after thirty (30) days' notice.

Termination. The Chief Executive Officer of the Board or Licensee may terminate this License at any time with or without cause, upon ninety (90) days written notice to the other party.

If this License is terminated with or without cause, Licensor shall refund to Licensee the unearned rents and fees paid in advance for that year, pro rata to date of termination.

Restoration of Property. Upon expiration or termination of this License, Licensee shall at its sole expense restore the Designated Operating Area to its original condition as required by Licensor, exclusive of normal wear and tear, to Licensor's satisfaction. Any property of Licensee placed on or kept at the Airport by virtue of this License shall be removed on or before the expiration or earlier termination of the License. Licensee shall have the option of leaving underground facilities in place.

Holdover by Licensee. In the event Licensee shall hold over and continue its activities under this License after the expiration or termination of the term of this License, such holding over shall not be construed to operate as a renewal or extension of this License, but shall operate and be construed as a tenancy at sufferance.

MISCELLANEOUS

No Assignment. This License is personal to Licensee. It shall not be assigned, sold, conveyed, mortgaged, or pledged (other than to an affiliated or related company) without the prior written approval of Licensor, which may be withheld in Licensor's sole discretion.

Entire Agreement. This License constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged, or extended except by written instrument duly executed on behalf of the parties.

Notices. Except as provided in the environmental Notice section hereinabove, all notices hereunder may be delivered or mailed to Licensor at the following address, or such other address as designated in writing by Licensor:

Dallas/Fort Worth International Airport Board
P.O. Box 619428 *(if by mail)*
2400 Aviation Drive *(if by hand)*
DFW Airport, Texas 75261-9428
Attn: Vice President, Commercial Development Department
972-973-4655

All notices hereunder may be delivered or mailed to Licensee at the following address, or such other address as designated in writing by Licensee:

City of Grapevine
City Manager
Department
PO Box 95104
Grapevine, TX 76099
817-410-3000

DALLAS/FORT WORTH
INTERNATIONAL AIRPORT BOARD

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Legal Counsel for the Airport Board

CITY OF GRAPEVINE:

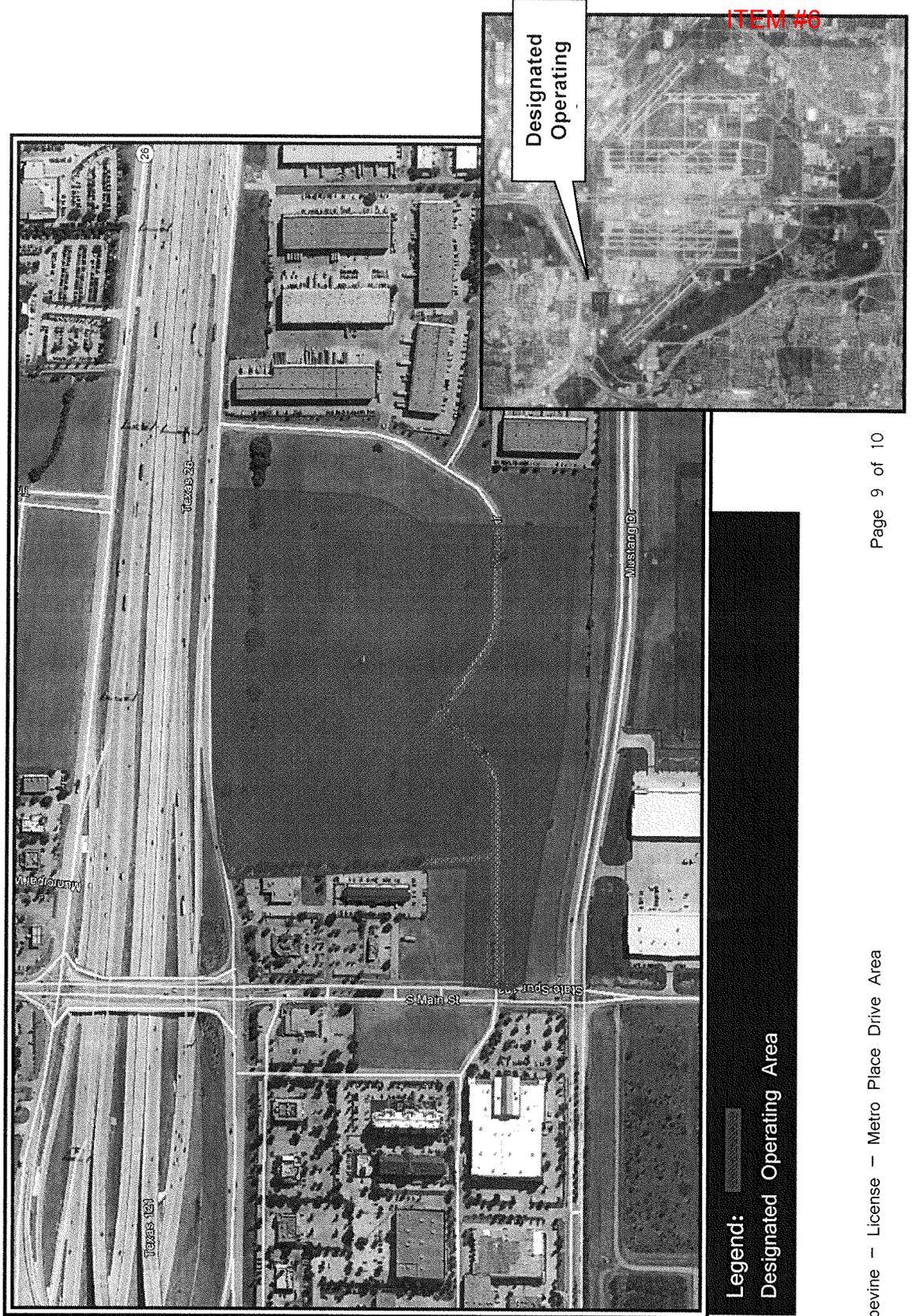
By: _____

Name: _____

Title: _____

Date: _____

Exhibit A – Metro Place Drive Area
General Site Area



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 1, 2015
SUBJECT: ORDINANCE APPROVING PUBLIC PROPERTY FINANCE
CONTRACTUAL OBLIGATIONS, SERIES 2015

RECOMMENDATION:

City Council to consider approving an ordinance that authorizes the issuance of Public Property Finance Contractual Obligations, Series 2015 and enacts provisions for the issuance and allow for the awarding of the sale of the Contractual Obligation; levying a tax in payment; authorizing the execution and delivery of paying agent/registrars agreement; and approving the official statement.

BACKGROUND:

The proceeds from the sale will be used for the purchase and acquisition of vehicles and equipment for the Fire Department and computer equipment for the City's I.T. Data Center that was approved in the Fiscal Year 2015-2016 budget.

Staff recommends approval.

GJ

ORDINANCE NO. 2015-_____

AUTHORIZING THE ISSUANCE OF

CITY OF GRAPEVINE, TEXAS
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS
SERIES 2015

Adopted: December 1, 2015

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ORDINANCE

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$ _____ CITY OF GRAPEVINE, TEXAS, PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 2015; AWARDING THE SALE OF THE CONTRACTUAL OBLIGATIONS; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING PROVISIONS INCIDENT AND RELATING TO THE SUBJECT AND PURPOSES OF THIS ORDINANCE

WHEREAS, the Public Property Finance Act, Texas Local Government Code, as amended, Subchapter A, Chapter 271 (the "Act"), authorizes cities to execute, perform, and make payments under contracts with any person for the use, acquisition or purchase of personal property as described in the Act;

WHEREAS, the governing body (the "City Council") of the City of Grapevine, Texas (the "City") has found and determined that it is necessary, useful and appropriate for its public purposes to purchase and acquire vehicles and equipment for the Fire Department and servers and computer equipment for the City's IT data center (the "Property");

WHEREAS, the Property will be used for authorized public purposes of the City, will be acquired in compliance with applicable laws relating to competitive bidding, and will not be attached or affixed to real property or any building thereon in any manner that would cause the Property to be considered real property or a fixture to real property under applicable state law, and shall remain personal property of a type and character authorized to be acquired by the City under the Act;

WHEREAS, the City Council has found and deems it necessary, useful and appropriate for its public purposes to acquire the Property and to adopt this Ordinance and authorize the issuance of the Contractual Obligations herein authorized as permitted by the Act;

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Acquisition Fund” means the acquisition fund established by Section 7.01(b).

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Charter” means the Home Rule Charter of the City, as amended.

“Closing Date” means the date of the initial delivery of and payment for the Contractual Obligations.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions relating thereto.

“Contractual Obligation” means any of the Contractual Obligations.

“Contractual Obligations” means the City’s contractual obligations entitled “City of Grapevine, Texas, Public Property Finance Contractual Obligations, Series 2015” authorized to be issued by Section 3.01 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Event of Default” means any Event of Default as defined in Section 10.01 of this Ordinance.

“Fiscal Year” means such fiscal year as shall be prescribed by the Charter and which under the existing Charter commences October 1 and ends September 30 of the following year.

“Initial Contractual Obligation” means the Initial Contractual Obligation described in Section 3.04(d) and Section 6.02(d) of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 7.01(a) of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the Contractual Obligations is scheduled to be paid until the maturity of the Contractual Obligations, such dates being February 15 and August 15 of each year, commencing on August 15, 2016.

“MSRB” means the Municipal Securities Rulemaking Board.

“Original Issue Date” means the date designated as such in Section 3.02(a) of this Ordinance.

“Owner” means the person who is the registered owner of a Contractual Obligation or Contractual Obligations, as shown in the Register.

“Paying Agent/Registrar” means The Bank of New York Mellon Trust Company, N.A., any successor thereto or any entity which is appointed as and assumes the duties of paying agent/registrar as provided in this Ordinance.

“Property” means vehicles and equipment for the Fire Department and servers and computer equipment for the City’s IT data center.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a) of this Ordinance.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Contractual Obligations as the same come due and payable and remaining unclaimed by the Owners of such Contractual Obligations for 90 days after the applicable payment or redemption date.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof

and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(c) Article and section references shall mean references to articles and sections of this Ordinance unless designated otherwise.

ARTICLE II

SECURITY FOR THE CONTRACTUAL OBLIGATIONS

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Contractual Obligations or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Contractual Obligations, being (i) the interest on the Contractual Obligations, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Contractual Obligations when and as due and payable in accordance with their terms and this Ordinance.

(d) If the lien and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Contractual Obligations, there shall be subtracted the

amount of any Contractual Obligations that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE CONTRACTUAL OBLIGATIONS

Section 3.01. Authorization.

The City’s contractual obligations to be designated “City of Grapevine, Texas, Public Property Finance Contractual Obligations, Series 2015,” are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter A, Chapter 271, Texas Local Government Code, as amended, and the Charter of the City. The Contractual Obligations shall be issued in the aggregate principal amount of \$ _____ for the public purpose of (i) paying all or a portion of the City’s contractual obligations to be incurred in connection with the acquisition or purchase of the Property, and (ii) paying costs related to the issuance of the Contractual Obligations, all as set forth in the preamble hereof, under and by virtue of the Act and pursuant to the Charter of the City.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest. (a) The Contractual Obligations shall be dated December 1, 2015 (the “Dated Date”), shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Contractual Obligation, which shall be numbered T-1.

(b) The Contractual Obligations shall mature on February 15 in the years, at the interest rates and in the principal amounts set forth in the following schedule

Serial Contractual Obligations

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017			2022		
2018			2023		
2019			2024		
2020			2025		
2021			2026		

Term Contractual Obligations

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__		

(c) Interest on each Contractual Obligation shall accrue from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the per annum rates of interest specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date until the principal amount shall have been paid or provision for such payment shall have been made, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment; Unclaimed Payments.

(a) The principal of and interest on the Contractual Obligations shall be paid in lawful money of the United States of America.

(b) Interest on the Contractual Obligations shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Contractual Obligation appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on the Contractual Obligations shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, first class United States mail, postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements. At the option of an Owner of at least \$1,000,000 principal amount of the Contractual Obligations, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Contractual Obligation shall be paid to the person in whose name such Contractual Obligation is registered on the due date thereof upon presentation and surrender of such Contractual Obligation at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on any Contractual Obligations is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to

close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Contractual Obligations to which the Unclaimed Payments pertain. Subject to the provisions of Title 6, Texas Property Code, as amended, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment date shall be applied to the next payment or payments on the Contractual Obligations thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Contractual Obligations, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Contractual Obligations for any further payment of such unclaimed moneys or on account of any such Contractual Obligations, subject to any applicable escheat law or similar law.

Section 3.04. Execution and Initial Registration.

(a) The Contractual Obligations shall be executed on behalf of the City by the Mayor and countersigned by the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Any facsimile signatures on the Contractual Obligations shall have the same effect as if each of the Contractual Obligations had been signed manually and in person by each of said officers, and such facsimile seal on the Contractual Obligations shall have the same effect as if the official seal of the City had been manually impressed upon each of the Contractual Obligations.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Contractual Obligations ceases to be such officer before the authentication of such Contractual Obligations or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Contractual Obligation shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Contractual Obligation of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Contractual Obligation of Paying Agent/Registrar on all of the Contractual Obligations. In lieu of the executed Contractual Obligation of Paying Agent/Registrar described above, the Initial Contractual Obligation delivered on the Closing Date shall have attached thereto the Comptroller's Registration Contractual Obligation substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which Contractual Obligation shall be evidence that the Initial Contractual Obligation has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, a single typewritten Contractual Obligation (the "Initial Contractual Obligation") representing the entire principal amount of the Contractual Obligations, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signatures of the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Contractual Obligation, the Paying Agent/Registrar shall cancel the Initial Contractual Obligation and deliver to DTC on behalf of the Representative registered definitive Contractual Obligations as described in Section 3.10(a). To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Contractual Obligations in safekeeping for DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Contractual Obligation is registered as the absolute owner of such Contractual Obligation for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Contractual Obligation is registered on the Record Date or on the Special Record Date, as applicable), and for all other purposes, whether or not such Contractual Obligation is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Contractual Obligation in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Contractual Obligation to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Contractual Obligations remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Contractual Obligations in accordance with this Ordinance.

(b) The ownership of a Contractual Obligation may be transferred only upon the presentation and surrender of the Contractual Obligation at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Contractual Obligation shall be effective until entered in the Register.

(c) The Contractual Obligations shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Contractual Obligation or Contractual Obligations of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate

principal amount equal to the unpaid principal amount of the Contractual Obligations presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Contractual Obligations exchanged for other Contractual Obligations in accordance with this Section.

(d) Each exchange Contractual Obligation delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Contractual Obligation or Contractual Obligations in lieu of which such exchange Contractual Obligation is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Contractual Obligations. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Contractual Obligation.

Section 3.07. Cancellation and Authentication.

All Contractual Obligations paid in accordance with this Ordinance, and all Contractual Obligations in lieu of which exchange Contractual Obligations or replacement Contractual Obligations are authenticated and delivered in accordance with this Ordinance, shall be canceled upon the making of proper records regarding such payment, exchange or replacement. Canceled Contractual Obligations shall be disposed of in accordance with the requirements of the Securities and Exchange Act of 1934 and the regulations promulgated thereunder.

Section 3.08. Temporary Contractual Obligations.

(a) Following the delivery and registration of the Initial Contractual Obligation and pending the preparation of definitive Contractual Obligations, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Contractual Obligations that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Contractual Obligations in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Contractual Obligations may determine, as evidenced by their signing of such temporary Contractual Obligations.

(b) Until exchanged for Contractual Obligations in definitive form, such Contractual Obligations in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Contractual Obligations in definitive form; thereupon, upon the presentation and surrender of the Contractual Obligation or Contractual Obligations in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Contractual Obligations in temporary form and authenticate and deliver in exchange therefor a Contractual Obligation or Contractual Obligations of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Contractual

Obligation or Contractual Obligations in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Contractual Obligations.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Contractual Obligation, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Contractual Obligation of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Contractual Obligation to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Contractual Obligation is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Contractual Obligation has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Contractual Obligation of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Contractual Obligation;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Contractual Obligation, a bona fide purchaser of the original additional Contractual Obligation in lieu of which such replacement Contractual Obligation was issued presents for payment such original Contractual Obligation, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Contractual Obligation from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Contractual Obligation has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, without the necessity of issuing a replacement Contractual Obligation, may pay such Contractual Obligation on the date on which such Contractual Obligation becomes due and payable.

(e) Each replacement Contractual Obligation delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Contractual Obligation or Contractual Obligations in lieu of which such replacement Contractual Obligation is delivered.

Section 3.10. Book-Entry-Only System.

(a) The definitive Contractual Obligations shall be initially issued in the form of a separate single fully registered Contractual Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Contractual Obligation shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Contractual Obligations shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Contractual Obligations registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Contractual Obligations, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Contractual Obligations, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Contractual Obligations, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of or interest on the Contractual Obligations. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Contractual Obligation is registered in the Register as the absolute Owner of such Contractual Obligation for the purpose of payment of principal of and interest on the Contractual Obligations, for the purpose of giving notices of other matters with respect to such Contractual Obligation, for the purpose of registering transfer with respect to such Contractual Obligation, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Contractual Obligations only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal and interest on the Contractual Obligations to the extent of the sum or sums so paid. No person other than an Owner, as shown in the register, shall receive a Contractual Obligation evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter between the City and DTC applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository for said obligations, is hereby affirmed with respect to the Contractual Obligations.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Contractual Obligations that they be able to obtain certified Contractual Obligations, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Contractual Obligations to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Contractual Obligations and transfer one or more separate Contractual Obligations to DTC Participants having Contractual Obligations credited to their DTC accounts, as identified by DTC. In such event, the Contractual Obligations shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Contractual Obligations shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Contractual Obligations are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Contractual Obligations, and all notices with respect to such Contractual Obligations, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF CONTRACTUAL OBLIGATIONS BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Contractual Obligations shall be subject to redemption prior to their scheduled maturity only as provided in this Article IV.

Section 4.02. No Optional Redemption.

The Contractual Obligations shall not be subject to optional redemption prior to maturity.

Section 4.03. Mandatory Sinking Fund Redemption

(a) The Contractual Obligations maturing on February 15, 20__ (the “Term Contractual Obligations”) are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth below.

Term Contractual Obligations Maturing February 15, 20__

<u>Redemption Date</u>	<u>Redemption Amount</u>
February 15, 20__	
February 15, 20__	
February 15, 20__ *	
*maturity	

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Contractual Obligations equal to the aggregate principal amount of such Term Contractual Obligations to be redeemed, shall call such Term Contractual Obligations for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Contractual Obligations required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.04 shall be reduced, at the option of the City, by the principal amount of any Term Contractual Obligations which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Contractual Obligations plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

Section 4.04. Partial Redemption.

(a) A portion of a single Contractual Obligation of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Contractual Obligation is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Contractual Obligation as though it were a single Contractual Obligation for purposes of selection for redemption.

(b) Upon surrender of any Contractual Obligation for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Contractual Obligation or Contractual Obligations in an aggregate principal amount equal to the unredeemed portion of the Contractual Obligation so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Contractual Obligation as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Contractual Obligations by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Contractual Obligation (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Contractual Obligations are to be surrendered for payment, and, if less than all the Contractual Obligations outstanding are to be redeemed and subject to Section 3.12 hereof, an identification of the Contractual Obligations or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/ Registrar shall make provision for the payment of the Contractual Obligations to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Contractual Obligations being redeemed.

(b) Upon presentation and surrender of any Contractual Obligation called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Contractual Obligation to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Contractual Obligations or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Contractual Obligations or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Contractual Obligations are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Contractual Obligation or portion thereof called for redemption shall continue to bear interest at the rate stated on the Contractual Obligation until due provision is made for the payment of same by the City.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Contractual Obligations.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Contractual Obligations.

Section 5.03. Maintaining Paying Agent/Registrar.

At all times while any Contractual Obligations are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented to and hereby approved by the City Council. The signature of the Mayor shall be attested by the City Secretary of the City. The form of the Paying Agent/Registrar Agreement presented at this meeting is hereby approved with such changes as may be approved by bond counsel to the City.

If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/ Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the

provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Contractual Obligations to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CONTRACTUAL OBLIGATIONS

Section 6.01. Form Generally

(a) The Contractual Obligations, the Registration Contractual Obligation of the Comptroller of Public Accounts of the State of Texas, the Contractual Obligation of the Paying Agent/Registrar, and the Assignment form to appear on each of the Contractual Obligations, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Contractual Obligations, as evidenced by their execution thereof.

(b) Any portion of the text of any Contractual Obligations may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Contractual Obligations.

(c) The definitive Contractual Obligations shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Contractual Obligations, as evidenced by their execution thereof.

(d) The Initial Contractual Obligation submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of Contractual Obligations.

The form of Contractual Obligations, including the form of the Registration Contractual Obligation of the Comptroller of Public Accounts of the State of Texas, Contractual Obligation of the Paying Agent/Registrar and the form of Assignment appearing on the Contractual Obligations, shall be generally as follows:

(a) Form of Contractual Obligation.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF GRAPEVINE, TEXAS
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION
SERIES 2015

INTEREST RATE: MATURITY DATE: CLOSING DATE: CUSIP NO.:
_____ % February 15, ____ December 30, 2015 _____

The City of Grapevine (the "City"), in the Counties of Tarrant, Denton and Dallas, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the principal sum of
_____ DOLLARS

and to pay interest on the unpaid principal amount hereof from the later of the Closing Date specified above or the most recent Interest Payment Date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the interest rate per annum specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing August 15, 2016.

The principal of this Contractual Obligation shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Contractual Obligation at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of The Bank of New York Mellon Trust Company, N.A., or, with respect to a successor Paying Agent/Registrar, at the designated payment/transfer office of such successor. Interest on this Contractual Obligation is payable by check dated as of the Interest Payment Date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Contractual Obligation, the registered owner shall be the person in whose name this Contractual Obligation is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a

“Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner of a Contractual Obligation appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Contractual Obligations is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Contractual Obligation is one of a series of fully registered contractual obligations dated December 1, 2015 specified in the title hereof issued in the aggregate principal amount of \$ _____ (herein referred to as the “Contractual Obligations”), issued pursuant to a certain Ordinance of the City Council of the City (the “Ordinance”) for the purpose of paying all or a portion of the City’s contractual obligations to be incurred in connection with the acquisition or purchase of personal property for the City and to pay the costs incurred in connection with the issuance of the Contractual Obligations.

The Contractual Obligations and the interest thereon are payable from the levy of a direct and continuing ad valorem tax, within the limit prescribed by law, against all taxable property in the City.

The Contractual Obligations are not subject to optional redemption prior to maturity.

The Contractual Obligations maturing February 15, 20__ (the “Term Contractual Obligations”) are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth below.

Term Contractual Obligations Maturing February 15, 20

<u>Redemption Date</u>	<u>Redemption Amount</u>
February 15, 20__	
February 15, 20__	
February 15, 20__*	
*maturity	

At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Contractual Obligations equal to the aggregate principal amount of such Term Contractual Obligations to be redeemed, shall call such Term Contractual Obligations for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Ordinance.

In lieu of calling the Term Contractual Obligations described above, for mandatory redemption, the City reserves the right to purchase such Term Contractual Obligations at a price not exceeding the principal amount thereof, plus accrued interest, with (a) moneys on deposit in the Interest and Sinking Fund which are available for the mandatory redemption of such Term Contractual Obligations or (b) other lawfully available funds.

Upon any such purchase in lieu of redemption, not less than forty-five (45) days prior to a mandatory redemption date, the City shall deliver such Term Contractual Obligations to the Paying Agent/Registrar prior to the selection of the Term Contractual Obligations for redemption and the principal amount so delivered shall be credited against the amount required to be called for redemption in that year.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Contractual Obligations to be redeemed in whole or in part. Notice having been so given, the Contractual Obligations or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Contractual Obligations or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Contractual Obligations or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Contractual Obligation is transferable upon surrender of this Contractual Obligation for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Contractual Obligations of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Contractual Obligation called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Contractual Obligation.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Contractual Obligation is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Contractual Obligation is registered on the Record Date or Special Record Date, as applicable)

and for all other purposes, whether or not this Contractual Obligation be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice or knowledge to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Contractual Obligation and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Contractual Obligations have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Contractual Obligations within the limit prescribed by law; and that the total indebtedness of the City, including the Contractual Obligations, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Contractual Obligation to be executed in its name by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Contractual Obligation.

City Secretary,
City of Grapevine, Texas

Mayor,
City of Grapevine, Texas

[SEAL]

(b) Form of Contractual Obligation of Paying Agent/Registrar. The following Contractual Obligation of Paying Agent/Registrar may be deleted from the Initial Contractual Obligation if the Comptroller's Registration Contractual Obligation is attached thereto.

CONTRACTUAL OBLIGATION OF PAYING AGENT/REGISTRAR

It is hereby certified that this Contractual Obligation has been issued under the provisions of the Ordinance of the City; and that this Contractual Obligation has been issued in exchange for or replacement of a contractual obligation, contractual obligations or portion of a contractual obligation or contractual obligations of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(c) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Contractual Obligation and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Contractual Obligation on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Contractual Obligation in every particular and must be guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers.

(d) Initial Contractual Obligation Insertions. (i) The Initial Contractual Obligation shall be in the form set forth in paragraphs (a) and (c) of this Section, except that:

(A) immediately under the name of the Contractual Obligation the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted; and

(B) in the first paragraph of the Contractual Obligation the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Installments Interest Rates
(Information to be inserted from schedule
in Section 3.02 hereof); and

(e) The following Registration Contractual Obligation of Comptroller of Public Accounts shall appear on the Initial Contractual Obligation in lieu of the Contractual Obligation of Paying Agent/Registrar.

REGISTRATION CONTRACTUAL OBLIGATION OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a Contractual Obligation of the Attorney General of the State of Texas to the effect that this Contractual Obligation has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Grapevine, Texas, and that this Contractual Obligation has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Contractual Obligations. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Contractual Obligations shall be of no significance or effect in regard to the legality thereof and neither the City nor the attorneys approving said Contractual Obligations as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Contractual Obligations.

Section 6.04. Legal Opinion.

The approving legal opinions of Bracewell & Giuliani LLP, Bond Counsel, may be printed on the back of each Contractual Obligation over the certification of the City Secretary or any Assistant City Secretary, which may be executed in facsimile.

Section 6.05. Municipal Bond Insurance.

If municipal bond guaranty insurance is obtained with respect to the Contractual Obligations, the Contractual Obligations, including the Initial Contractual Obligation, may bear an appropriate legend, as provided by the insurer.

ARTICLE VII

CREATION OF FUNDS AND ACCOUNTS; INITIAL
DEPOSITS AND APPLICATION OF MONEY

Section 7.01. Creation of Funds. The City hereby establishes the following funds:

(a) the City of Grapevine, Texas, Public Property Finance Contractual Obligations, Series 2015, Interest and Sinking Fund (the “Interest and Sinking Fund”); and

(b) the City of Grapevine, Texas, Public Property Finance Contractual Obligations, Series 2015, Acquisition Fund (the “Acquisition Fund”).

Section 7.02. Initial Deposits.

On the Closing Date, the City shall cause the proceeds from the sale of the Contractual Obligations to be deposited as follows:

(a) \$_____ in proceeds of the Contractual Obligations shall be deposited to the Acquisition Fund to be used for the purposes set forth in Section 3.01(i) herein; and

(b) the remaining balance received on the Closing Date shall be used to pay the costs of issuance of the Contractual Obligations. To the extent any amounts are not needed to pay costs of issuance, such excess shall be deposited to the Interest and Sinking Fund.

Section 7.03. Interest and Sinking Fund.

(a) The taxes levied under Section 2.01 of this Ordinance shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Contractual Obligations.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Contractual Obligations plus the aggregate amount of interest due and that will become due and payable on such Contractual Obligations, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Contractual Obligations as such become due and payable.

Section 7.04. Acquisition Fund.

Money on deposit in the Acquisition Fund, including investment earnings thereof, shall be used for the purposes specified in Section 3.01(i) of this Ordinance.

Section 7.05. Excess Contractual Obligation Proceeds.

Upon completion of the purchase of personal property financed with the Contractual Obligations any amount (exclusive of that amount retained for the payment of costs of such

personal property not then due and payable) that remains in the Acquisition Fund shall be transferred to the credit of the Interest and Sinking Fund.

Section 7.06. Security of Funds.

All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in each fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

(b) Interest and income derived from investment of the Acquisition Fund shall be either deposited to the credit of the Interest and Sinking Fund or retained in the Acquisition Fund until the purchase of personal property authorized by this Ordinance is completed.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Contractual Obligations.

On or before each Interest Payment Date and while any of the Contractual Obligations are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Contractual Obligations as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Contractual Obligation; the

City will promptly pay or cause to be paid the principal of and interest on each Contractual Obligation on the dates and at the places and manner prescribed in such Contractual Obligation; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Contractual Obligations; all action on its part for the creation and issuance of the Contractual Obligations has been duly and effectively taken; and the Contractual Obligations in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Provisions Concerning Federal Income Tax Exclusion.

(a) General. The City intends that the interest on the Contractual Obligations be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code and the applicable Treasury Regulations promulgated thereunder (the "Regulations"). The City covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause (i) the interest on the Contractual Obligations to be includable in gross income, as defined in Section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of sections 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the City covenants and agrees to comply with each requirement of this Section 9.03; provided, however, that the City will not be required to comply with any particular requirement of this Section 9.03, if the City has received an opinion of nationally recognized Contractual Obligation counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Contractual Obligations or (ii) compliance with some other requirement set forth in this Section 9.03 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section 9.03, inclusive.

(b) No Private Use or Payment and No Private Loan Financing. The City covenants and agrees that it will make such use of the proceeds of the Contractual Obligations, including interest or other investment income derived from Contractual Obligation proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Contractual Obligations will not be "private activity Contractual Obligations" within the meaning of Section 141 of the Code and the Regulations promulgated thereunder. Moreover, the City will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Contractual Obligations are delivered, that the proceeds of the Contractual Obligations will not be used in a manner that would cause the Contractual Obligations to be "private activity Contractual Obligations" within the meaning of Section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guaranty. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Contractual Obligations to be "federally guaranteed" within the meaning of

Section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by Section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Contractual Obligations. The City covenants and agrees not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Contractual Obligations to be “hedge Contractual Obligations” within the meaning of Section 149(g) of the Code and the applicable Regulations thereunder.

(e) No Arbitrage. The City covenants and agrees that it will make such use of the proceeds of the Contractual Obligations, including interest or other investment income derived from Contractual Obligation proceeds, regulate investments of proceeds of the Contractual Obligations, and take such other and further action as may be required so that the Contractual Obligations will not be “arbitrage Contractual Obligations” within the meaning of Section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Contractual Obligations are delivered, that the proceeds of the Contractual Obligations will not be used in a manner that would cause the Contractual Obligations to be “arbitrage Contractual Obligations” within the meaning of Section 148(a) of the Code and the Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Contractual Obligations (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Contractual Obligations as may be required to calculate the amount earned on the investment of the gross proceeds of the Contractual Obligations separately from records of amounts on deposit in the funds and accounts of the City allocable to other Contractual Obligation issues of the City or moneys that do not represent gross proceeds of any Contractual Obligations of the City, (ii) determine at such times as are required by the applicable Regulations, the amount earned from the investment of the gross proceeds of the Contractual Obligations that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Contractual Obligations, or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Contractual Obligations that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Contractual Obligations are issued, an information statement concerning the Contractual Obligations, all under and in accordance with Section 149(e) of the Code and the Regulations promulgated thereunder.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Contractual Obligations until three years after the last Contractual Obligation is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Contractual Obligations by the Internal Revenue Service.

(i) Registration. The Contractual Obligations will be issued in registered form.

(j) Deliberate Actions. The City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Contractual Obligations to fail to meet any requirement of section 141 of the Code after the issue date of the Contractual Obligations unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Section 9.03 shall survive the defeasance and discharge of the Contractual Obligations for as long as such matters are relevant to the exclusion from gross income of interest on the Contractual Obligations for federal income tax purposes.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to-wit:

(a) the failure to make payment of the principal of or interest on any of the Contractual Obligations when the same becomes due and payable; or

(b) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor,

may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Contractual Obligations then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Contractual Obligations or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Contractual Obligations shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The Contractual Obligations may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII

SALE AND DELIVERY OF THE CONTRACTUAL OBLIGATIONS;
APPROVAL OF OFFICIAL STATEMENT;
CONTROL AND DELIVERY OF CONTRACTUAL OBLIGATIONS

Section 12.01. Sale of Contractual Obligations; Official Statement.

(a) The Contractual Obligations, having been duly advertised and offered for sale at competitive bid, are hereby officially sold and awarded to _____ (the "Purchaser") for a purchase price equal to the principal amount thereof, plus a cash premium of \$_____, being the bid which produced the lowest true interest cost to the City. The Initial Contractual Obligation shall be registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted and is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule

15c2-12 under the Securities Exchange Act of 1934, as amended. The final Official Statement (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted and the Mayor and the City Secretary of the City are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchasers, may be used by the Purchaser in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Contractual Obligations by the Purchaser, is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to take such actions and execute such documents, Contractual Obligations and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Contractual Obligations in accordance with the terms of sale therefor including, without limitation, the Purchase Agreement. Further, in connection with the submission of the record of proceedings for the Contractual Obligations to the Attorney General of the State of Texas for examination and approval of such Contractual Obligations, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Contractual Obligations or (ii) \$9,500).

(d) The obligation of the Purchaser to accept delivery of the Contractual Obligations is subject to the Purchaser being furnished with the final, approving opinion of Bracewell & Giuliani LLP, Bond Counsel for the City, which opinion shall be dated as of and delivered on the Closing Date.

Section 12.02. Control and Delivery of Contractual Obligations.

(a) The City Manager is hereby authorized to have control of the Initial Contractual Obligation and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Contractual Obligations shall be made to the Purchaser thereof under and subject to the general supervision and direction of the City Manager, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor, City Secretary or City Manager is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem, any Assistant City Secretary and any Assistant City Manager, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem, the Assistant City Secretary and the Assistant City Manager shall for the purposes of

this Ordinance have the same force and effect as if such duties were performed by the Mayor, City Secretary and City Manager, respectively.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement, being information described in the Appendix A as Tables numbered 1 through 6 and 8 through 15, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles appended to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 13.02. Notice of Certain Events.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Contractual Obligations:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;

- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Contractual Obligations, or other material events affecting the tax status of the Contractual Obligations;
- (vii) Modifications to rights of the holders of the Contractual Obligations, if material;
- (viii) Contractual Obligation calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Contractual Obligations, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of successor or additional paying agent/registrant or the change of name of a paying agent/registrant, if material.

(d) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information and notices of material events in accordance with Section 13.01 and section (a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 13.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Contractual Obligations within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Contractual Obligations no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Contractual Obligations, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Contractual Obligations at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CONTRACTUAL OBLIGATION OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the

provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Contractual Obligations in the primary offering of the Contractual Obligations in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Contractual Obligations consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized Contractual Obligation counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Contractual Obligations. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIV

AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 14.01. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Contractual Obligation remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Contractual Obligations holding a majority in aggregate principal amount of the Contractual Obligations then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Contractual Obligations, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Contractual Obligations, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Contractual Obligations, (ii) give any preference to any Contractual Obligation over any other Contractual Obligation, or (iii) reduce the aggregate principal amount of Contractual Obligations required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XV

MISCELLANEOUS MATTERS

Section 15.01. Attorney General Modification.

In order to obtain the approval of the Contractual Obligations by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Contractual Obligations and approval thereof in

accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

Section 15.02. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 15.03. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Contractual Obligations or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Contractual Obligations.

ARTICLE XVI

EFFECTIVE IMMEDIATELY

Section 16.01. Effectiveness.

This Ordinance shall take effect immediately from and after its passage and publication in accordance with Section 1201.028 Texas Government Code, as amended.

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 1st day of December, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Grapevine, Texas.

By: _____
Mayor, City of Grapevine, Texas

ATTEST:

City Secretary, City of Grapevine, Texas

APPROVE AS TO FORM:

City Attorney, City of Grapevine, Texas

*Signature Page to Ordinance Authorizing Issuance of
Public Property Finance Contractual Obligations*

EXHIBIT A
DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XIII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with Section 13.01 are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The financial statements of the City, including but not limited to the portion thereof appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.
2. Statistical and financial data set forth in Tables 1-6 and 8-15, inclusive.

Accounting Principles

The accounting principles referred to in such Section 13.01 are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: DECEMBER 1, 2015

SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT FOR JANITORIAL SUPPLIES

RECOMMENDATION:

City Council to consider approval to renew an annual contract for janitorial supplies with Empire Paper Company.

FUNDING SOURCE:

Funds are available in account 100-14111-0000 (General Fund/Warehouse Inventory) for an annual estimated amount of \$25,000.00.

BACKGROUND:

The purpose of this bid is to establish fixed indefinite quantity annual pricing for janitorial supplies to be purchased on an as-needed basis for all City departments and stocked in the warehouse.

Bids were taken in accordance with City Purchasing Policy. Formal bids and advertisements are not required for purchases under \$50,000.00. An informal bid was issued through the City's eBid system. There were 423 vendors electronically notified of the bid through the eBid system. Based on the evaluation of the bid by Purchasing Department it was determined the award be made to Empire Paper Company. The contract was for an initial one-year period with four, one-year renewal options. If approved, this will be the first renewal option. The vendor has agreed to renew with no increase in pricing.

Staff recommends approval.

LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 1, 2015
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF GOLF CARTS AND ACCESSORIES FOR THE GRAPEVINE GOLF COURSE

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of golf carts and accessories from Yamaha Golf-Car Company through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (BuyBoard).

FUNDING SOURCE:

Funding for this purchase is currently available in account 210-48860-340-1 (Machinery and Equipment) for an amount not to exceed \$227,740.00.

BACKGROUND:

This request is for the replacement of 94 electric golf carts, two gas carts, one concierge six-passenger cart and accessories for a total of 97 carts. The current fleet will be three years old in February. The warranty on the batteries is 25000 amp hours. This fleet will be outside the warranty by the end of December for a majority of the fleet. Batteries are the single largest expense on the golf cart. In addition, by taking delivery of the new carts before the end of December 2015, the trade value of the current fleet increases by \$19,200 versus taking delivery after December 2015.

Bids were taken by the Cooperative and a contract was awarded to Yamaha Golf-Car Company. The Golf Department Staff and Purchasing reviewed the contract for specification compliance and pricing and determined that the contract would provide the best product, service and pricing for meeting the needs of the City.

This purchase will be made in accordance with an existing Interlocal Participation Agreement with The Local Government Purchasing Cooperative (BuyBoard) as allowed by Texas Local Government Code, Section 271.102, Cooperative Purchasing Program.

Staff recommends approval.

RP/LW

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE GOLF CARTS AND ACCESSORIES THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT 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, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) is a qualified purchasing cooperative program as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (BuyBoard) and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) has an established contract No. 447-14 for Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation with Yamaha Golf-Car Company; and

WHEREAS, the City of Grapevine, Texas has a need to purchase replacement golf carts and accessories for the Grapevine Golf Course; 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 97 golf carts and accessories, including 94 electric carts, two electronic fuel

injected carts and one 6-passenger gasoline concierge cart from Yamaha Golf-Car Company through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (BuyBoard) for an amount not to exceed \$227,740.00.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said golf carts and accessories.

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 1st day of December, 2015.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
MEETING DATE: DECEMBER 1, 2015
SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT FOR
PORTABLE TOILET RENTAL SERVICES

RECOMMENDATION:

City Council to consider approval to renew an annual contract for portable toilet rental services with MMG Building and Construction Services, LLC through an Interlocal Cooperative Agreement with the City of Fort Worth, Texas.

FUNDING SOURCE:

Funding for this purchase is limited to the budgeted amount by each department in an annual estimated amount of \$100,000.00.

BACKGROUND:

The purpose of this bid is to establish fixed annual pricing for portable toilet rentals used primarily by the Parks and Recreation Department and is available to various departments on an as-needed basis.

The City of Fort Worth, Texas solicited bids with over 43 vendors and received three bids from which they awarded a contract to MMG Building and Construction Services, LLC on November 3, 2011.

The Parks and Recreation staff and Purchasing reviewed the contract for specification compliance and determined that this annual contract would provide the best product, service and pricing for meeting the needs of the City. MMG Building and Construction Services, LLC has agreed to renew the contract with no increase in pricing.

Purchases will be made in accordance with an existing Interlocal Cooperative Agreement with the City of Fort Worth, Texas as allowed by Texas Government Code, Section 271.101 and 271.102 Cooperative Purchasing Program. The contract was for an initial one-year period with four optional, one-year renewals. If approved, this will be the final renewal option.

Staff recommends approval.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: DECEMBER 1, 2015
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF
MULTI-BAND ROUTERS AND INSTALLATION

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of multi-band routers including installation from PCS Mobile.

FUNDING SOURCE:

Funding for this purchase is currently available in account 117-42281-209-4 (CCPD Apparatus & Tools) in the amount not to exceed \$38,006.53.

BACKGROUND:

This request is for the purchase of new ruggedized cellular modems and associated hardware for police patrol vehicles. These modems will replace the existing cellular air cards and create a wireless hot spot around the police vehicles allowing for multiple devices, such as computer tablets and ticket writers, to connect to the internet. These connections allow for greater flexibility for public safety applications while allowing for faster uploading of critical information such as citations and warnings.

Bids were taken by GSA and a contract was awarded to PCS Mobile. Purchasing, Police 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 will be made in accordance with a contract established with PCS Mobile by the Federal General Services Administration Cooperative Purchasing Program. Purchases through this program are authorized under Texas Local Government Code, Chapter 271.103.

Staff recommends approval.

MB/BS

RESOLUTION NO. _____

MULTI-BAND
ROUTERS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE MULTI-BAND ROUTERS, WITH INSTALLATION, THROUGH THE FEDERAL GENERAL SERVICES ADMINISTRATION COOPERATIVE PURCHASING 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 271.103 to make purchases under certain Federal supply schedules therefore satisfying any state law requiring local governments to seek competitive bids for the purchase of the item; and

WHEREAS, the Federal General Services Administration Cooperative Purchasing Program is a qualified purchasing program; and

WHEREAS, the Federal General Services Administration Cooperative Purchasing Program has an established contract No. GS-35F-0143R with PCS Mobile for Schedule 70 IT Products and Services; and

WHEREAS, the Police Department has a need to replace old router technology in the patrol cars with new technology; 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 36 multi-band routers, with installation, from PCS Mobile for an amount not to exceed \$38,003.53.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said multi-band routers.

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 1st day of December, 2015.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: DECEMBER 1, 2015
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF A
POTHOLE PATCHER TRUCK

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of pothole patcher truck from Freightliner of Austin.

FUNDING SOURCE:

Funding for this purchase will be available in account 325-48910-415-03-16 (FY2016 Vehicle/Equipment Replacement Fund) in the amount not to exceed \$169,003.00.

BACKGROUND:

This purchase is for a 2017 Freightliner M2-106 Pothole Patcher Truck for the Public Works Street Department replacing Unit 15219 which was approved in the FY 2016 Vehicle/Equipment Replacement list.

Bids were taken by the Cooperative and a contract was awarded to Freightliner of Austin. The Fleet Department staff and Purchasing reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

This purchase will be made in accordance with an existing Interlocal Participation Agreement with The Local Government Purchasing Cooperative (BuyBoard) as allowed by Texas Local Government Code, Section 271.102, Cooperative Purchasing Program.

Staff recommends approval

PH/BS

RESOLUTION NO. _____

POTHOLE
PATCHER
TRUCK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE A POTHOLE PATCHER TRUCK THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT 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, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) is a qualified purchasing cooperative program as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (BuyBoard) and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) has established contracts No. 430-13 and No. 424-13 Construction, Road, Bridge and Other Equipment with Freightliner of Austin; and

WHEREAS, the City of Grapevine, Texas has a need to replace a pothole patcher truck for the Public Works Streets Department; 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 a pothole patcher truck from Freightliner of Austin through an Interlocal

Participation Agreement with The Local Government Purchasing Cooperative (BuyBoard) for an amount not to exceed \$169,003.00.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said pothole patcher truck.

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 1st day of December, 2015.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: DECEMBER 1, 2015
SUBJECT: APPROVAL FOR THE AWARD OF RFB 433-2016 FOR TRAFFIC
CONDUIT INSTALLATION

RECOMMENDATION:

City Council to consider approval for the award of RFB 433-2016 to Multiple Cable Systems, Inc. for a traffic conduit installation annual contract.

FUNDING SOURCE:

Funding for this purchase is currently available in account PCMF 174-43301-415-093 Transportation for an estimated annual amount of \$25,000.00.

BACKGROUND:

This contract provides underground conduit installation for traffic signals, electrical, etc. There were 769 vendors electronically notified of the bid through the eBid system and one vendor submitted a bid. The bid was opened publicly on November 5.

Based on the evaluation by Purchasing and Public Works staff, Multiple Cable System's bid is responsible and responsive and the bid price seems to be fair and reasonable for this type of service. This is an annual contract with four optional, one year renewals.

Staff recommends approval.

FB/BS

AWARD RECOMMENDATION MEMO

DATE: NOVEMBER 16, 2015

BID #: RFB 433-2016 TRAFFIC CONDUIT INSTALLATION

PURCHASING DEPARTMENT RECOMMENDATION:

Multiple Cable Systems, Inc. appears to be the lowest responsive and responsible bidder for an annual estimated amount of \$25,000.00. Since they were the only bid you may accept it or reject it and go back out for re-bid. Please provide your recommendation below after you review the bid they submitted to make sure it meets your specifications.

USER DEPARTMENT RECOMMENDATION: ACCEPT BID

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER 1312
MEETING DATE: DECEMBER 1, 2015
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF CHEVROLET TAHOES

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of Chevrolet Tahoes from Caldwell Country.

FUNDING SOURCE:

Funding for this purchase will be available in account 325-48910-209-02-16 and 325-48910-210-03-16 (FY2016 Vehicle/Equipment Replacement Fund) in the amount not to exceed \$152,546.00.

BACKGROUND:

This purchase is for four Tahoes for the Police and Fire Departments which was approved in the FY 2016 Vehicle/Equipment Replacement List.

Bids were taken by the Cooperative and a contract was awarded to Caldwell Country. The Fleet Department staff and Purchasing reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

This purchase will be made in accordance with an existing Interlocal Participation Agreement with The Local Government Purchasing Cooperative (BuyBoard) as allowed by Texas Local Government Code, Section 271.102, Cooperative Purchasing Program.

Staff recommends approval

PH/BS

CHEVROLET
TAHOES

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE CHEVROLET TAHOES THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT 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, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) is a qualified purchasing cooperative program as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (BuyBoard) and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) has an established contract No. 430-13, Vehicles, Light and Heavy Duty Trucks and Options with Caldwell Country; and

WHEREAS, the City of Grapevine, Texas has a need to replace four Chevrolet Tahoes for the Police and Fire Departments; 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 four Chevrolet Tahoes from Caldwell Country through an Interlocal

Participation Agreement with The Local Government Purchasing Cooperative (BuyBoard) for an amount not to exceed \$152,546.00.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said Chevrolet Tahoes.

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 1st day of December, 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 17th day of November, 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
Sharron Spencer	Council Member
Darlene Freed	Council Member
Mike Lease	Council Member
Chris Coy	Council Member
Duff O'Dell	Council Member

constituting a quorum, with the following members of the Planning and Zoning Commission:

Larry Oliver	Chairman
BJ Wilson	Vice Chairman
Monica Hotelling	Member
Jim Fechter	Member
Gary Martin	Member
Beth Tiggelaar	Member
Dennis Luers	Member
Theresa Mason	Alternate
Bob Tipton	Alternate

constituting a quorum, with the following members of the City Staff:

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

CALL TO ORDER

Mayor Tate called the meeting to order at 6:00 p.m. Mayor Tate announced he would recuse himself from a portion of Executive Session Item 1B and Items 3 and 28, and filed an Affidavit of Conflict of Interest with the City Secretary.

Motion was made to appoint Duff O'Dell to chair the items on the agenda Mayor Tate had a conflict.

Motion: Coy
Second: Freed

Ayes: Spencer, Freed, Lease, Coy and O'Dell
Nays: None
Abstains: Tate
Approved: 5-0-1

Item 1. Executive Session

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

- A. Consultation with the City Attorney regarding Tree Preservation Ordinance and violations (Bass Pro Drive) pursuant to Section 551.071, Texas Government Code.
- B. Real property relative to deliberation or the exchange, lease, sale or value of City owned properties (portion of 185 acres owned by City) pursuant to Section 551.072, Texas Government Code.
- C. 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 6:04 p.m. Mayor Tate joined the closed session at 6:59 p.m. and City Council continued with the Executive Session agenda. The closed session ended at 7:39 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 551.087.

Under Section 551.072, Texas Government Code, City Manager Rumbelow requested Council authorize the City Manager to execute a fill license for a portion of the 185 acres, and authorize the City Manager to execute all associated documents.

Motion was made to approve the request of the City Manager to execute a fill license and associated documents.

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

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

CALL TO ORDER

Mayor Tate called the meeting to order at 7:42 p.m. in the City Council Chambers.

INVOCATION

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

JOINT PUBLIC HEARINGS

Item 2. Zoning Change Z15-07 (Wall Street Township Homes)

Mayor Tate declared the public hearing open.

Development Services Assistant Director Ron Stombaugh presented this item. The property is located at 604 East Northwest Highway and 701 East Wall Street. The applicant requested to rezone approximately 0.925 acres from "HC" Highway Commercial District to "R-5.0" Zero-Lot-Line District for the development of seven single family lots.

Applicant Kosse Maykus answered questions from the Planning and Zoning Commission. There were no questions from City Council.

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

Motion was made to close the public hearing.

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

Motion was made to close the public hearing.

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

Mayor Tate and Commissioner Tiggelaar recused themselves from the following item and filed an Affidavit of Conflict of Interest with the City Secretary. Mayor Tate and Commissioner Tiggelaar left the Council Chambers during discussion of Item 3.

Item 3. Zoning Change Z15-08 (Mercedes Distribution Center)

Council Member O'Dell declared the public hearing open.

Development Services Assistant Director Ron Stombaugh presented this item. The property is located at 4301 Lakeside Parkway. The applicant requested to rezone 25.731 acres from "R-20" Single Family District and 13.179 acres from "PID" Planned Industrial Development District to "LI" Light Industrial District.

Applicant Doug Ott with Seefried Properties was available to answer questions. There were no questions from the Planning and Zoning Commission or City Council.

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

Motion was made to close the public hearing.

Motion: Fechter
Second: Wilson
Ayes: Oliver, Wilson, Hotelling, Fechter, Martin, and Luers
Nays: None
Approved: 6-0

Motion was made to close the public hearing.

Motion: Coy
Second: Freed
Ayes: Spencer, Freed, Lease, Coy and O'Dell
Nays: None
Approved: 5-0

Mayor Tate and Commissioner Tiggelaar rejoined the meeting.

Item 4. Zoning Change Z15-09, Planned Development Overlay PD15-05, and Historic Landmark Subdistrict HL15-07 (First Baptist Church Grapevine)

Mayor Tate declared the public hearing open.

Development Services Assistant Director Ron Stombaugh presented this item. The property is located at 301 East Texas Street. The applicant requested to rezone approximately 1.45 acres from "CBD" Central Business District to "R-7.5" Single Family District. The applicant also requested a planned development overlay to allow, but not be limited to, deviation from the drive lane width, parking, landscape buffer, landscape islands, and building height, and requested designation as a historic landmark sub-district.

Applicants Darwin Cheatham, Brandon Coates and Rick Martin answered questions from the Planning and Zoning Commission and City Council.

Eric Eicher, 305 Smith Street, Grapevine spoke in opposition to this request. There was one letter of opposition provided to the Planning and Zoning Commission and City Council.

Motion was made to close the public hearing.

Motion: Dennis
Second: Wilson
Ayes: Oliver, Wilson, Hotelling, Fechter, Martin, Tiggelaar, and Luers
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: O'Dell
Second: Coy
Ayes: Tate, Spencer, Freed, Lease, Coy 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 5. Citizen Comments

Carl Young, 4113 Meadow Drive, Grapevine spoke in opposition to Item 8, Change Order for construction of The REC of Grapevine. Mr. Young also spoke in opposition to Item 11, Interlocal Agreement with The Fort Worth Transportation Authority and requested it be removed from the consent agenda.

PRESENTATIONS

Item 6. Public Works Director to present winter averaging method of utility bills and possible water conservation.

Public Works Director Stan Laster presented this item to Council. Council requested staff research other methods of determining utility bill fees. Council advised that they did not want to restrict watering to two days a week outside of the requirements in the agreement with the Tarrant Regional Water District (TRWD).

NEW BUSINESS

Item 7. Consider a **resolution** nominating American Airlines, Inc. to the Office of the Governor, Economic Development and Tourism, as a Texas Enterprise Project and take any necessary action.

Economic Development Director Bob Farley presented this item to Council. The project involves the upgrade of four hangars located in Grapevine that employ 2,025 people for a total of \$80 million in upgrades and investment in the community. The request to the State is for economic development incentives in the form of sales and use tax rebates are derived from the state's portion of state sales and use taxes. None of the funding source will involve the local sales tax. Jim Watts from Deloitte Consulting and Chuck Allen from American Airlines were present to answer questions. There were no questions from City Council.

Motion was made to approve the resolution nominating American Airlines as a Texas Enterprise Project as presented.

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

RESOLUTION NO. 2015-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, NOMINATING AMERICAN AIRLINES, INC. TO THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS AN ENTERPRISE PROJECT ("PROJECT") UNDER THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE ("ACT") AND PROVIDING AN EFFECTIVE DATE

Item 8. Consider a Change Order for construction of The REC of Grapevine with Adolfson and Peterson Construction, consider an **ordinance** appropriating funds for the change order to the FY 2015 – 2016 Capital Project General Facilities Fund and take any necessary action.

Parks and Recreation Director Kevin Mitchell presented this item to Council. The Change Order includes utility work, unforeseen demolition work, emergency/fire stairs reconstruction, water proofing/building penetrations, new walls in the gymnasiums, Audio Visual Display system, and ADA compliance for \$499,436.

Motion was made to approve the Change Order for construction of The REC of Grapevine as presented.

Motion: Freed
Second: Lease
Ayes: Spencer, Freed, Lease, Coy and O'Dell
Nays: Tate
Approved: 5-1

ORDINANCE NO. 2015-066

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, APPROPRIATING \$499,436 IN THE GENERAL FUND; AUTHORIZING THE TRANSFER OF FUNDS; APPROPRIATING \$499,436 IN CAPITAL PROJECT GENERAL FACILITIES FUND; AND PROVIDING AN EFFECTIVE DATE

Item 9. Consider an agreement with Architexas for professional architectural services for the planning of the commuter rail station and parking garage and take any necessary action.

Assistant City Manager Jennifer Hibbs presented this item to Council for preliminary architectural services for the initial planning of the commuter rail station, including parking garage, ancillary retail, public plaza, community meeting facilities, drop off area for commuters and buses in an amount not to exceed \$65,000.

Motion was made to approve the agreement with Architexas for professional architectural services as presented.

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

Item 10. Consider an agreement with Gateway Planning for planning services and take any necessary action.

Assistant City Manager Hibbs presented this item to Council for planning services to identify appropriate uses of undeveloped properties, creation of a white paper on land use co-tendencies and market preferences, and an assessment of the City's comprehensive plan in an amount not to exceed \$39,500. City Manager Rumbelow answered Council's questions.

Motion was made to approve the agreement with Gateway Planning for planning services stipulating the work would be completed in 90 days.

Motion: Freed

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

Mayor Tate announced City Council would now consider the recommendations from the Planning and Zoning Commission.

PLANNING AND ZONING COMMISSION RECOMMENDATIONS

Item 27. Zoning Change Z15-07 (Wall Street Township Homes)

Chairman Oliver reported the Planning and Zoning Commission approved Z15-07 by a vote of 7-0.

Motion was made to approve Zoning Change Z15-07 (Wall Street Township Homes).

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

ORDINANCE NO. 2015-068

AN ORDINANCE AMENDING 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 OF GRAPEVINE, TEXAS, GRANTING ZONING CHANGE Z15-07 ON A TRACT OF LAND OUT OF THE A.F. LEONARD SURVEY, ABSTRACT 946, DESCRIBED AS BEING A TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS MORE FULLY AND COMPLETELY DESCRIBED IN THE BODY OF THIS ORDINANCE; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM "HC" HIGHWAY COMMERCIAL DISTRICT TO "R-5.0" ZERO LOT LINE DISTRICT REGULATIONS; 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 A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS

(\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 28. Zoning Change Z15-08 (Mercedes Distribution Center)

Mayor Tate and Commissioner Tiggelaar recused themselves from this item and filed an Affidavit of Conflict of Interest with the City Secretary.

Chairman Oliver reported the Planning and Zoning Commission approved Z15-08 by a vote of 6-0-1 (Tiggelaar).

Motion was made to approve Zoning Change Z15-08 (Mercedes Distribution Center).

Motion: Freed
Second: O'Dell
Ayes: Spencer, Freed, Lease, Coy and O'Dell
Nays: None
Abstains: Tate
Approved: 5-0-1

ORDINANCE NO. 2015-069

AN ORDINANCE AMENDING 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 OF GRAPEVINE, TEXAS, GRANTING ZONING CHANGE Z15-08 ON A TRACT OF LAND OUT OF THE J.C. MOFFETT SURVEY, ABSTRACT 1797 AND THE J.M. BAKER SURVEY, ABSTRACT 1691, DESCRIBED AS BEING A TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS MORE FULLY AND COMPLETELY DESCRIBED IN THE BODY OF THIS ORDINANCE; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM "R-20" SINGLE FAMILY DISTRICT REGULATIONS AND "PID" PLANNED INDUSTRIAL DEVELOPMENT DISTRICT TO "LI" LIGHT INDUSTRIAL DISTRICT; 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 A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 29. Zoning Change Z15-09 (First Baptist Church Grapevine)

Chairman Oliver reported the Planning and Zoning Commission approved Z15-09 by a vote of 7-0.

Motion was made to approve Zoning Change Z15-09 (First Baptist Church Grapevine).

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

ORDINANCE NO. 2015-070

AN ORDINANCE AMENDING 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 OF GRAPEVINE, TEXAS, GRANTING ZONING CHANGE Z15-09 ON A TRACT OF LAND OUT OF THE WILLIAM DOOLEY SURVEY, ABSTRACT 442, DESCRIBED AS BEING A TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS MORE FULLY AND COMPLETELY DESCRIBED IN THE BODY OF THIS ORDINANCE; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM "CBD" CENTRAL BUSINESS DISTRICT TO "R-7.5" SINGLE FAMILY DISTRICT REGULATIONS; 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 A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 30. Planned Development Overlay PD15-05 (First Baptist Church Grapevine)

Chairman Oliver reported the Planning and Zoning Commission approved PD15-05 by a vote of 7-0 stipulating the applicant would reduce the landscape on the Wall Street side of the property by four feet to increase the drive to twenty-four feet and would enhance the landscape along Wall Street.

Council discussed the planting request and expressed a desire that there would not be any hedges planted along Wall Street.

Motion was made to approve Planned Development Overlay PD15-05 (First Baptist Church Grapevine) accepting the Planning and Zoning Commission's recommendation to reduce the landscape on the Wall Street side of the property by four feet to increase the drive to twenty-four feet and requiring the applicant to work with staff for appropriate landscape along Wall Street.

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

ORDINANCE NO. 2015-071

AN ORDINANCE ISSUING A PLANNED DEVELOPMENT OVERLAY IN ACCORDANCE WITH SECTION 41 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 PLANNED DEVELOPMENT OVERLAY PD15-05 TO ALLOW, BUT NOT BE LIMITED TO, DEVIATION FROM DRIVE LANE WIDTH, PARKING, LANDSCAPE BUFFER, LANDSCAPE ISLANDS, AND HEIGHT, 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 PLANNED DEVELOPMENT OVERLAY 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 31. Historic Landmark Subdistrict HL15-07 (First Baptist Church Grapevine)

Chairman Oliver reported the Planning and Zoning Commission approved HL15-07 by a vote of 7-0.

Motion was made to approve Historic Landmark Subdistrict HL15-07 (First Baptist Church Grapevine).

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

ORDINANCE NO. 2015-072

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DESIGNATING A HISTORIC LANDMARK SUBDISTRICT HL15-07 IN ACCORDANCE WITH SECTION 39 OF ORDINANCE NO. 82-73 (APPENDIX "D" OF THE CODE OF ORDINANCES), DESIGNATING THE AREA LEGALLY DESCRIBED AS LOT 1, BLOCK 1, FIRST BAPTIST CHURCH OF THE WILLIAM DOOLEY SURVEY AND MORE SPECIFICALLY DESCRIBED HEREIN, IN A DISTRICT ZONED "R-7.5" SINGLE FAMILY DISTRICT REGULATIONS; PROVIDING FOR THE ADOPTION OF THE FIRST BAPTIST CHURCH HISTORIC DISTRICT PRESERVATION CRITERIA; 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 A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

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. Items 11 and 24 were removed from the consent agenda and were 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 12. Consider a **resolution** authorizing the purchase of WiFi equipment and switches from Netsync Network Solutions 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 WiFi equipment and switches in the amount of \$150,333 for upgrades for Main Street, Dove Park, and other city buildings. It also includes upgrades to equipment that will allow certain buildings to communicate at a faster speed from building to building.

Motion was made to approve the consent agenda as presented.

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

RESOLUTION NO. 2015-070

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

Item 13. Consider a one-year extension of Conditional Use Permit **CU14-44** (GRACE), approved December 16, 2014 that granted a permit to amend the previously approved Conditional Use Permit CU04-38 (Ordinance No. 2004-77) to enlarge the existing operation of a non-profit organization. The subject property is located at 837 East Walnut Street and is zoned "R-12.5" Single Family District.

Development Services Director Scott Williams recommended approval of an extension to Conditional Use Permit CU14-44 (GRACE).

Motion was made to approve the consent agenda as presented.

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

Item 14. Consider award of an annual contract with Viverae for a comprehensive health management program that combines wellness, bio-metric screenings and claims data.

Chief Financial Officer Greg Jordan recommended approval of an annual contract with Viverae for a wellness engagement program and management of healthcare costs in an estimated annual amount of \$49,000.

Motion was made to approve the consent agenda as presented.

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

Item 15. Consider a **resolution** expressing intent to finance expenditures to be incurred relative to purchasing and acquisition of vehicles and equipment for the Fire Department.

Chief Financial Officer Jordan and Fire Chief Darrell Brown recommended approval of the resolution to allow for the expenditure of funds occurring prior to the bond sale to be reimbursed from the proceeds of the bonds. The City reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof.

Motion was made to approve the consent agenda as presented.

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

RESOLUTION NO. 2015-071

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GRAPEVINE, TEXAS, AUTHORIZING THE
REIMBURSEMENT OF CERTAIN EXPENDITURES TO BE
INCURRED FROM FUTURE TAX-EXEMPT OBLIGATIONS
AND PROVIDING AN EFFECTIVE DATE

Item 16. Consider a **resolution** authorizing the purchase of a fire pumper truck from Siddons-Martin Emergency Group through an Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC) and take any necessary action.

Fire Chief Brown recommended approval of the purchase of one 2016 Pierce PUC Pumper Fire Apparatus, with equipment, for an amount not to exceed \$678,694 as approved in the Fiscal Year 2016 Vehicle and Equipment Replacement List.

Motion was made to approve the consent agenda as presented.

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

RESOLUTION NO. 2015-072

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

Item 17. Consider a **resolution** authorizing a sole source purchase of chest compression systems, services, and training from Physio-Control, Inc.

Fire Chief Brown recommended approval of the purchase of chest compression systems for an amount not to exceed \$82,316.15.

Motion was made to approve the consent agenda as presented.

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

RESOLUTION NO. 2015-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE LUCAS CHEST COMPRESSION SYSTEMS AND SERVICES FROM A SOLE SOURCE VENDOR, PHYSIO-CONTROL, INC., AND PROVIDING AN EFFECTIVE DATE

Item 18. Consider a **resolution** authorizing a sole source purchase for upgrading thermal imagers from Metro Fire Apparatus Specialists, Inc.

Fire Chief Brown recommended approval of the purchase of nine thermal imagers for an amount not to exceed \$26,991.

Motion was made to approve the consent agenda as presented.

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

RESOLUTION NO. 2015-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE THE UPGRADE OF THERMAL IMAGERS FROM A SOLE SOURCE VENDOR, METRO FIRE APPARATUS SPECIALISTS, INC., AND PROVIDING AN EFFECTIVE DATE

Item 19. Consider renewal of an annual contract for emergency notification services with Emergency Communications Network, LLC.

Fire Chief Brown recommended approval of the renewal of the contract for emergency notification services for an amount not to exceed \$17,483.56. This contract increases notification capability by adding unlimited minutes and weather notification to include other notification methods for staff and the public.

Motion was made to approve the consent agenda as presented.

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

Item 20. Consider renewal of an annual contract for book leasing services with Brodart Company through an Interlocal Agreement with the County of Brazoria, Texas.

Library Director Janis Roberson recommended approval to renew an annual contract for book leasing services for an amount not to exceed \$23,637.60.

Motion was made to approve the consent agenda as presented.

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

Item 21. Consider a **resolution** authorizing the purchase of mobile radios from Motorola Solutions through an Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC).

Police Chief Eddie Salame recommended approval of the purchase of twenty-five mobile radios for an amount not to exceed \$99,892.02.

RESOLUTION NO. 2015-075

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

Motion was made to approve the consent agenda as presented.

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

Item 22. Consider ratifying Staff's approval of Change Order No. 1 and approving Change Order No. 2 and Final to the Water Treatment Plant Lagoon and Miscellaneous Improvement Project.

Public Works Director Laster recommended ratification of Change Order No. 1 added a sealant coating to the gunite and Change Order No. 2 to increase the quantity of gunite and associated sealer, to modify the erosion control measures, and make minor field adjustments. The original contract price was \$126,093. The two change orders yield a final contract price of \$162,696.26.

Motion was made to approve the consent agenda as presented.

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

Item 23. Consider the Tarrant County contract with Pavecon Public Works for the 40th Year Community Development Block Grant street reconstruction project.

Public Works Director Laster recommended approval of the contract for the 40th Year Community Development Block Grant street reconstruction project to reconstruct the 500 block of East Texas Street from Dooley Street to Austin Street in an amount not to exceed \$252,578.29.

Motion was made to approve the consent agenda as presented.

Motion: O'Dell
Second: Coy

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

Item 25. Consider a **resolution** authorizing the purchase of epoxy flooring services for the Vineyards Campground from Retail Commercial Flooring Services through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) and an **ordinance** appropriating funds to the in the Capital Project General Facilities Fund.

Public Works Director Laster recommended approval of the purchase of replacement of epoxy flooring in the restrooms and laundry facilities due to damage caused by the flood. Appropriation of funds will be from insurance and FEMA for an amount not to exceed \$17,515.

Motion was made to approve the consent agenda as presented.

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

RESOLUTION NO. 2015-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE EPOXY FLOORING AND INSTALLATION SERVICES THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

ORDINANCE NO. 2015-067

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, TO APPROPRIATE \$800,000 IN THE CAPITAL PROJECT GENERAL FACILITIES FUND AND PROVIDING AN EFFECTIVE DATE

Item 26. Consider the minutes of the November 3, 2015 Regular City Council meeting and the November 11, 2015 Special City Council meeting.

City Secretary Tara Brooks recommended approval of the minutes as presented.

Motion was made to approve the consent agenda as presented.
Motion: O'Dell

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

Item 11. Consider an amendment to the Interlocal Agreement with The Fort Worth Transportation Authority relative to commuter rail service.

City Manager Rumbelow recommended approval of an amendment to modify the original Interlocal Agreement between The Fort Worth Transportation Authority and the City of Grapevine to provide an allowance for the City of North Richland Hills to enter the TEX Rail project in exchange for an annual rebate to the City of Grapevine until the full 3/8 of one cent contribution is met by North Richland Hills.

Motion was made to approve the amendment to the Interlocal Agreement with The Fort Worth Transportation Authority.

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

Item 24. Consider a **resolution** authorizing the First Amendment to the Ground and Tower Lease Agreement with T-Mobile West, LLC for the purpose of installing, operating and maintaining a communications facility on the Dove Water Tower located at 1702 Sagebrush Trail.

Public Works Director Laster recommended approval of the amended lease which will include installing additional antennas, adjusting the annual rental rate, permitting Lessee to add, modify and/or replace equipment, and extending the term of the lease to 2030. The City of Grapevine will receive an annual lease payment of \$28,000 which will go into the Public Art Fund.

Deputy Director of Public Works Scott Dyer answered Council's questions. Council discussed this item.

Motion was made to table the resolution for the First Amendment to the Ground and Tower Lease Agreement to the December 1, 2015 City Council meeting.

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

ADJOURNMENT

Motion was made to adjourn the meeting at 9:33 p.m.

Motion: O'Dell

Second: Coy

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

Nays: None

Approved: 6-0

Passed and Approved by the City Council of the City of Grapevine, Texas on this the 1st day of December, 2015.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary