

AGENDA
CITY OF GRAPEVINE, TEXAS
SPECIAL CITY COUNCIL MEETING WORKSHOP
TUESDAY, SEPTEMBER 3, 2013 AT 6:30 P.M.
CITY COUNCIL CONFERENCE ROOM
SECOND FLOOR
200 SOUTH MAIN STREET

CALL TO ORDER

1. Recap of renovation projects--Dove Pool and Oak Grove Ballfield Complex.

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 Texas Government Code, Chapter 551.001 et seq, Acts of the 1993 Texas Legislature, the Special City Council Meeting Workshop Agenda was prepared and posted on this the 30th day of August, 2013 at 5:00 p.m.


Jodi C. Brown
City Secretary



AGENDA
CITY OF GRAPEVINE, TEXAS
SPECIAL CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 3, 2013 AT 7:00 P.M.
CITY COUNCIL CONFERENCE ROOM
SECOND FLOOR
200 SOUTH MAIN STREET

CALL TO ORDER

EXECUTIVE SESSION

1. City Council to conduct a closed session relative to:
 - A. Pending litigation relative to City of Grapevine v. Grapevine Tate Joint Venture, et al pursuant to Section 551.071, Texas Government Code: Lot 13R, Block 1, Final Plat of Lots 12R-1, 13R and 15, Block 1, Towne Center Addition No. 2 for use as the new Public Safety Complex.
 - 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 or expand in the City; 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 and take any necessary action relative to conference with employees under Section 551.087, Texas Government Code.

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 Texas Government Code, Chapter 551.001 et seq, Acts of the 1993 Texas Legislature, the Special City Council Meeting Agenda was prepared and posted on this the 30th day of August, 2013 at 5:00 p.m.



Jodi C. Brown
City Secretary



AGENDA
CITY OF GRAPEVINE, TEXAS
REGULAR CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 3, 2013 AT 7:30 P.M.
CITY COUNCIL CHAMBERS
SECOND FLOOR
200 SOUTH MAIN STREET

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE: Mayor Pro Tem C. Shane Wilbanks

CITIZEN COMMENTS

PRESENTATIONS

1. Presentation by Ed and Julie Stone, Chairpersons of the 27th Annual GrapeFest.
2. Presentation on the DFW Connector Project Marketing Campaign.

PUBLIC HEARINGS

3. City Council to conduct the second **public hearing** on the proposal to adopt an ad valorem tax rate of \$0.3425 per \$100 valuation and take any necessary action.

Public Notice: Consideration of an ordinance on the proposal to adopt an ad valorem tax rate of \$0.3425 will be presented on Tuesday, September 10, 2013 at Noon in the City Council Chambers, Second Floor, 200 South Main Street, Grapevine, Texas 76051.

4. City Council to conduct a public hearing relative to Fiscal Year 2013-2014 budget and take any necessary action.

NEW BUSINESS

5. Consider a contract with Mesa Design Group to develop a master plan for Meadowmere Park 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.

6. Consider a **resolution** declaring retired computers as surplus property and authorizing the donation to Grapevine's Sister City, Parras de la Fuente, Coahuila, Mexico. Staff recommends approval.
7. Consider a **resolution** authorizing the purchase of computer hardware for the Police Department from Netsync Network Solutions through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program. Police Chief recommends approval.
8. Consider a **resolution** authorizing the purchase of desktop switches and a network upgrade from Netsync Network Solutions through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program. City Manager recommends approval.
9. Consider a **resolution** authorizing the purchase of Panasonic workstations and docks from CDW-G through an established Interlocal Agreement with The Cooperative Purchasing Network (TCPN). Police Chief recommends approval.
10. Consider a **resolution** authorizing the purchase of power over ethernet switches from Netsync Network Solutions through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program. City Manager recommends approval.
11. Consider a **resolution** authorizing the sole source purchase of a SCAN wastewater monitoring instrument from C.C. Lynch & Associates, Inc. for the Public Works Department. Public Works Director recommends approval.
12. Consider renewal of Bid 346-2010 Traffic Conduit Installation Services Annual Contract with Multiple Cable Systems, Inc. Public Works Director recommends approval.
13. Consider renewal of Bid 372-2011 Temporary Employment Services Annual Contract with Temporaries of Texas, Inc. Administrative Services Director recommends approval.
14. Consider renewal of Bid 392-2012 Various Aggregate Materials Annual Contract with Neese Materials, Inc., Lowery Sand & Gravel Company, Inc., Big Sandy Sand Company, Hanson Aggregates LLC, DFW Materials and TXI. Public Works Director recommends approval.
15. Consider a Road Construction and Maintenance Agreement with Prologis U. S. Logistics Fund, LP for the reconstruction and maintenance on a portion of East Dallas Road and authorizing the City Manager to execute the agreement. Public Works Director recommends approval.

16. Consider award of an informal request for quote to purchase carpet and installation from Corporate Floors, Inc. for the Convention Center. CVB Executive Director recommends approval.
17. Consider the minutes of the July 22 and August 6, 2013 City Council meetings as published. 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 the 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 Texas Government Code, Chapter 551.001 et seq, Acts of the 1993 Texas Legislature, the Regular City Council Meeting Agenda was prepared and posted on this the 30th day of August, 2013 at 5:00 p.m.


Jodi C. Brown
City Secretary



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: SEPTEMBER 3, 2013
SUBJECT: WORKSHOP – RECAP OF THE 2012-13 DOVE POOL AND
BATHHOUSE RENOVATION PROJECT AND THE 2006-09 OAK
GROVE BALLFIELD COMPLEX RENOVATION PROJECT

BACKGROUND:

At the August 6 City Council meeting, City Council requested more information on the expenditures and design of the Dove Pool project. Subsequently, Councilwoman Spencer asked for similar information on the Oak Grove Ballfield project that was completed in 2009. Attached are timelines for both projects and the financial information on the Dove Pool and Bathhouse.

Staff is still in the process of preparing financial information on the renovation of the Oak Grove Ballfield Complex which was not complete in time for packet delivery and will be presented at the Council Workshop. Many of the ballfield amenities that were in the construction contract were pulled out of the contract to save money on the project as these items were ordered directly by the city with no middleman. Thus, staff wanted to make sure that all amenities were accounted for in the overall budget presented to Council on Tuesday.

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COUNCIL WORKSHOP DOVE POOL AND BATHHOUSE RENOVATION SEPTEMBER 3, 2013

- February 2012 Workshop – Council discusses Quality of Life projects for 2012, including renovations of Dove Pool and Bathhouse.
- April 2012 Council approves contract with Water Technologies Inc. for design and construction administration services for the renovation of Dove Pool in the amount of \$157,500.
- June 2012 Workshop – Council selects one of two concepts plans of the renovation of Dove Pool
- July 2012 Council approves contract with Water Technologies Inc. for the design of the renovation of the Dove Bathhouse in the amount of \$43,500.
- August 2012 Facilities Committee – Discussed floor plans and exterior/interior treatments for Dove Bathhouse.
- October 2012 Council approves a resolution awarding a contract to JC Commercial Inc. for Dove Pool and Bathhouse renovations in the amount of \$2,710,977.
- January 2013 Council awards quote for a new public sound system for Dove Pool to Epicenter Productions in the amount of \$26,385.80.
- February 2013 Workshop – Council discusses parking enhancements for Dove Park.
- July 2013 Council approves Change Order #1 with JC Commercial, Inc. for the renovations at Dove Pool and Bathhouse in the amount of \$111,412.66.

COUNCIL WORKSHOP DOVE POOL AND BATHHOUSE CHANGE ORDER SEPTEMBER 3, 2013

Note: Change Order approved by the Council on July 16, 2013

Color upgrade for water walk columns	815.55
Site communications conduit and cabling	11,466.79
Pool equipment building – demo roof	2,290.89
Pool equipment building – replace doors, frames, etc	13,326.30
Level concrete slab in bathhouse	5,387.88
Added pilings for Pool Equipment Building	2,690.61
Masonry modifications – bathhouse and equipment bldg.	9,058.39
Pool tile upgrade	1,604.80
Bathhouse exterior lighting upgrade	11,638.99
Repair of existing pool walls	14,271.01
Site communications conduit from Pool Equipment Bldg.	1,952.79
Replace roof on Pool Equipment Building	9,589.50
Landscape deduction around slide	(4,763.45)
HM hardware changes	168.37
Pool safety ropes	2,838.89
Replace two existing windows in office	4,215.29
Plaster knock-down finish	1,554.58
Add steel columns in bathhouse office	3,886.44
North fence height increase and retaining wall	15,545.76
Epoxy floor – add glass beads for safety	3,604.22
Change lifeguard room signage	<u>269.06</u>
TOTAL	\$111,412.66

TOTAL COST OF DOVE IMPROVEMENTS **\$2,822,389.66**

TOTAL PERCENT OF CHANGE ORDER **.039%**

COUNCIL WORKSHOP

OAK GROVE BASEBALL/SOCCER RENOVATION

SEPTEMBER 3, 2013

- November 2006 Citizens approve a sales tax increase that created the Quality of Life Fund. One of the projects promoted in the sales tax election was the renovation of the Oak Grove Ballfield Complex.
- June 2007 Council approves a design contract with HNTB in the amount of \$395,743 for renovations at the Oak Grove Ballfield Complex. The initial program was to re-design and re-develop 6 of the 9 ballfields with a new restroom/concession facility.
- September 2007 Council Corps Committee selects two conceptual plans to bring forward to the Council for consideration.
- September 2007 The Council selects a concept plan that they support for the project.
- October 2007 Staff meets with the neighborhood to present the concept plan selected by the Council and the neighborhood supports the plan.
- January 2008 Staff meets with the Council Facilities Committee to go over the cost estimates for renovations, including the remaining three ballfields, parking on the north side of the park and sod for the fields. These improvements were recommended by the Youth Associations that use the complex. Also, staff recommends that amenities such as picnic tables, benches, trash receptacles, scoreboards, pavers, etc. be pulled from the specifications so that the City can purchase these direct to save dollars.
- January 2008 Council approves a supplemental design agreement with HNTB in the amount of \$143,705 for additional design work for the remaining three ballfields and for the pumping system to irrigate the ballfields with untreated water from Lake Grapevine. The Council Facilities Committee recommends to the Council to include all additional items in the base bid, other than the pumping system. The construction estimate is \$7.7 million, not including the pumping system for irrigation, engineering fees, tree transplanting and the amenities pulled from the specifications listed above. Staff also discussed with the Council Facilities Committee and full Council the digging of the large trees at the ballfields and replanting of the trees prior to the opening of the complex. The estimated cost of this was \$100,000.

WS ITEM #1

- May 2008 HNTB provides a letter to the City of why the bids received for construction were higher than their estimates (Please see attached letter)
- May 2008 Council approves base bid and alternates 1 through 5 and Change Order deduct #1 with Workman Commercial Construction. The total amount is \$8,496,280.
- July 2008 Council approves public art for the ballfield complex. Estimated amount was \$60,000.
- August 2008 Council approves a contract for the purchase and installation of turf grass with King Ranch Turf Grass in the amount of \$245,000.
- September 2008 Council approves Change Order #2 with Workman Commercial Construction for the pumping system for irrigation in the amount of \$833,935.48.
- September 2008 Staff goes over several recommended improvements at the Oak Grove Soccer Complex with the Council including new paved parking lots and road, new restroom facility and playground improvements. Estimated cost of these improvements was \$824,890.
- October 2008 Council Facilities Committee meets to discuss exterior treatments for the restroom facility at the Oak Grove Soccer Complex. The committee also discusses the new signage for the Oak Grove Ballfield and Soccer Complexes.
- October 2008 Council approves the purchase of play equipment from Recreation Consultants in the amount of \$106,747 for the Oak Grove Soccer Complex.
- November 2008 Council Facilities Committee meets to discuss the exterior treatments for the new restroom/concession facility at the Oak Grove Ballfield Complex and signage for both complexes.
- November 2008 Council approves a contract with CXT Precast Products for a new restroom facility for the Oak Grove Soccer Complex in the amount of \$172,111.
- November 2008 Council approves a contract with CXT Precast Products for a new restroom facility at the Oak Grove Ballfield Complex (Fields H & I) in the amount of \$44,779.25. The Grapevine Youth Baseball and Softball Association has reimbursed the City for this restroom.

WS ITEM #1

- November 2008 Council approves the purchase and installation of light fixtures and electrical circuits for the Oak Grove Soccer parking lots and restroom facility with NEMA 3 Electric in the amount of \$35,070.
- December 2008 Council approves purchase of a lightning prediction system with Thor Guard in the amount of \$20,780
- January 2009 Council approves purchase of infield soil turf mixture with Master Turf Products in the amount of \$24,064.
- July 2009 Council approves a resolution to ratify the purchase of amenities for the Oak Grove Ballfield Complex in the amount of \$1,265,106 and for approval of Change Order #3 for improvements at the Oak Grove Ballfield Complex and the Oak Grove Soccer Complex with Workman Commercial Construction in the amount of \$1,163,243.57. (Please see attached list of items approved.)
- October 2009 City receives \$60,000 from design consultant HNTB for claims related to inadequate design of certain amenities at the complex.
- August 2010 City receives \$50,000 from Baylor Health Care System for improvements at the awards plaza at the complex.

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

5910 W. 2001 Bryan Street
Suite 100
Dallas, TX 75201

Telephone (214) 748-8400 **WS ITEM #1**
Facsimile (214) 742-4682
www.hntb.com



May 9, 2008

Mr. Doug Evans, Director of Parks and Recreation
City of Grapevine
P.O. Box 95104
Grapevine, TX 76009

RE: Oak Grove Athletic Complex

Dear Doug:

We are writing this letter to address two areas of interest related to the above referenced project. The areas of interest include apparent low bidder qualifications and construction cost overrun.

Apparent Low Bidder Qualifications

We have investigated the qualifications of the apparent low bidder, Workman Commercial, and offer the following observations;

- The references we called voiced extreme satisfaction with the quality of work performed by Workman Commercial and each of the contacted references noted that they would not hesitate to use Workman Commercial again.
- Workman Commercial has a limited portfolio of park development, specifically ballfield construction projects, but the primary site development subcontractors they are using have experience in ballfield construction. We are awaiting project references on the Landscape Contractor for information on their ballfield experience.
- In a meeting with Workman Commercial we discussed the spread between their low bid and the next closest bidder and Workman confirmed that they are comfortable with their bid total.
- The superintendent designated for this project has site development experience and appears to be well qualified to manage this project.

Based on this information HNTB takes no exception to an award of contract to the apparent low bidder, Workman Commercial.

Construction Cost Overrun

In this period of rapid cost escalation on construction materials and the cost increases associated with rapid rise in the cost of fuel it makes predicting what the cost of the project will be several months down the road almost impossible. The budget estimate we prepared on January 10th, and presented to council, estimated the construction cost for this project to be \$7,841,000. If the low bid is accepted, along with all the alternates, the construction cost for this project will be \$9,750,000. We have reviewed Workman Commercials budget breakdown and have identified the following major cost increases;

- Storm drainage.....\$ 142,000
- Earthwork.....\$ 237,000
- Maintenance Building.....\$ 90,000
- Restroom/Concession Bldg.....\$ 108,000
- Ballfield Lighting.....\$ 123,000
- Pedestrian Lighting.....\$ 181,000
- Landscaping.....\$ 93,000
- Seeding/Plugs.....\$ 146,000
- Shade Canopies.....\$ 275,000
- Suspended Slab.....\$ 125,000

TOTAL **\$1,520,000**

We are still in the process of investigated why each of these had such a significant jump from our January 10 budget estimate but we do have explanations for the following cost escalations;

1. Storm Drainage – The cost of HDPE pipe, concrete pipe and PVC pipe has an increased between 17 and 22% since the estimate was completed.
2. Maintenance Building – This is a metal building and the cost for steel has had several cost increases since we completed the estimate.
3. Ballfield and Pedestrian Lighting – The increased steel prices impacted the cost of the poles and fixtures and the increased copper cost has impacted the cost of wiring.
4. Landscaping – The main reason there was an increase in the cost of this item is because the planting plan was completed after the January 10 estimate was prepared.
5. Seeding/plugs – In the January 10 estimate we estimated that all the common areas were to be grassed using a grass seed approach. After the estimate was completed the decision was made to plug all these areas with buffalo grass. The cost to plug these areas is more costly than to seed these areas.
6. Shade Canopies – These shade canopies are all steel construction and are therefore impacted by the increase in steel prices.

Once we complete our investigation we should have answers on why there was such a significant cost increase on the earthwork and the suspended slab.

Please contact me if you have any questions related to these two items of interest.

Sincerely,
David McCaskill, ASLA
Texas Director of Parks and Recreation
HNTB Corporation

CHANGE ORDER NUMBER 3 – WORKMAN COMMERCIAL**ITEMS THE COUNCIL TENTATIVELY APPROVED****Oak Grove Soccer Improvements**

- Paved parking lots, lighting, landscaping/irrigation electrical, sewer & water to the new restroom facility \$454,450.60
- Fence around perimeter of the irrigation pond 31,250.00

Support for Public Art

- Pavers, rockwork, electrical and lighting for public art 46,891.00

FIELD CHANGES & ADDITIONS DURING CONSTRUCTION

- Improvements to Fields H & I 189,183.63
- Additional trellis above Field H 38,991.74
- Additional site demolition – removal of old asphalt 14,995.00
- CMU Block – Maintenance Building 27,745.69
- Small restroom utilities/rockwork 17,286.55
- Security fence & pipe and rail fence along entrance 32,220.09
- Additional boulders and stonework 42,581.94
- Building windows, louvers & counter in umpires room 28,105.34
- Additional landscaping, hydromulch, grass & trees 33,195.03
- Additional concrete walks & pads 36,989.00
- Stone walls around Live Oak Trees 49,170.14
- Retaining wall near batting cage 24,665.84
- Paint existing restroom facility 2,266.00
- Change Order deduct (133,088.56)

ITEMS NEGOTIATING WITH HNTB

- Pond clay liner 118,077.00
- Utility items/sewer lift station 108,267.54

TOTAL CHANGE ORDER WITH WORKMAN COMMERCIAL \$1,163,243.57

<u>Amenity</u>	<u>Vendor</u>	<u>Method</u>	<u>Cost</u>
Ballfield Lights	Musco	Buy Board	\$771,322.00
Walkway and wall pavers	Pavestone (1)	Unique Sole Source	59,541.74
Playground Equipment	Landscape Structures	Buy Board	120,346.50
Tables, benches & trash cans	Paul E. Allen Co.	Sole Source	121,551.00
Tree Moving Project	Tree Preservation	City Contract	125,904.00
Soil Testing, Survey & TDLR	Fugro	Prof. Service	66,441.25
TOTAL			\$1,265,106.40

(1) Pavestone – local vendor provided made-to-order pavers in shape and color and provided a steep discount to the City.

Change Order Number 3 – Workman Commercial

At the July 15, 2008 Council Meeting, the Council approved a piece of public art for the Oak Grove Ballfield Complex. Included in the Change Order with Workman Commercial is the pavers, rockwork, electrical and lighting for the public art. At the September 2, 2008 Council meeting, the Council approved Change Order Number 2 which included the irrigation pond and pumping system. At that time, the Council requested that a fence be installed around the perimeter of the pond. The fence is included in this change order.

At the September 16, 2008 Workshop, the Council gave approval for improvements at the Oak Grove Soccer Complex. The improvements included paved parking lots, irrigation and landscaping for the traffic islands in the parking lots, lighting for the parking lots, a new restroom facility and new play equipment for the complex. Most of these improvements are included in this change order.

During the construction at the complex, staff made several field changes that are a part of the change order. One of the major field changes was the addition of new backstops for Fields H & I. During the installation of the drainage lines behind the old backstops, the depth of the drainage lines were below the footings of the wall of the backstop. The backstop fencing was located in the walls. Once this was determined, staff made a decision to replace the old backstops with backstops that were used on all the other fields at the complex.

Staff also included fencing to secure the ballfield complex as this was not in the original bid. Another item that staff added was a trellis near the old restroom facility similar to the other two trellises at the complex. This new trellis provides a very scenic overlook of Fields H & I and Lake Grapevine and ties in this particular area of the complex to the rest of the complex.

At the November 18, 2008 meeting, the Council approved a new restroom facility for the complex. The Grapevine Youth Baseball Association agreed to reimburse the City for the restroom facility. However, utilities needed to be installed for the restroom facility and staff added rock to the base of the new restroom facility as well as the old restroom facility to make them look like the new restroom/concession/scorekeeper buildings. These are included in the change order.

There are two major items included in the change order that staff is attempting to negotiate a

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
 FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
 MEETING DATE: SEPTEMBER 3, 2013
 SUBJECT: PUBLIC HEARING ON THE FY 2013-2014 BUDGET

RECOMMENDATION:

City Council conduct a public hearing on the proposed FY2013-2014 annual budget. The budget contains fund expenditures in the following amounts:

General Fund	\$58,339,600
Municipal Court Technology Fund	35,857
Convention & Visitors Bureau Fund	19,754,407
Stormwater Drainage Fund	2,362,410
Crime Control & Prevention District Fund	13,730,075
Lake Parks Special Revenue Fund	2,109,711
4B Economic Development Fund	9,204,163
Debt Service Fund	14,428,596
Utility Enterprise Fund	22,389,885
Lake Enterprise (Golf) Fund	3,389,586
General Permanent Capital Maintenance Fund	1,251,000
Permanent Street Maintenance Fund	1,558,000
Community Quality of Life Capital Projects	2,854,057
Streets, Drainage & Traffic Capital Projects	5,252,113
Buildings & Facilities Capital Projects	16,939,871
Water & Wastewater Capital Projects	9,757,225
Capital Equipment Acquisitions	1,886,000

BACKGROUND:

Pursuant to the Charter of the City of Grapevine, Texas, Section 907, a public hearing on the annual budget shall be held to allow all interested persons to be heard for or against any item or the amount of any item therein contained. The public hearing shall commence on September 3 and final action on the budget shall be taken at a special meeting on September 10. A copy of the proposed FY 2014 budget summary is attached.

CITY OF GRAPEVINE, TEXAS
 FY 2013-14 PROPOSED OPERATING BUDGET
 SUMMARY OF ALL FUNDS

CC ITEM #4

- Budget At-A-Glance -

EXPENDITURES BY FUND:	2010-11 Actual	2011-12 Actual	2012-13 Budget	2012-13 Estimate	2013-14 Proposed
General	52,891,216	52,955,391	56,639,937	56,218,449	58,339,600
Municipal Court Technology	619	82,217	39,910	40,160	35,857
Convention & Visitors Bureau	16,906,724	18,118,924	20,620,973	18,984,871	19,754,407
Stormwater Drainage	1,016,752	1,581,928	2,863,088	2,541,943	2,362,410
Crime Control & Prevention	11,878,360	12,534,979	13,223,004	13,404,445	13,730,075
Lake Parks	1,919,569	1,765,262	1,753,462	1,788,445	2,109,711
4B Transit & Economic Development	8,211,548	8,408,691	8,327,728	8,875,245	9,204,163
Community Quality of Life	192,408	1,720,976	5,756,750	6,095,577	2,854,057
Debt Service	12,117,919	10,465,668	10,733,150	18,215,769	14,428,596
Capital / Street Maintenance	1,323,210	2,084,574	2,809,000	2,391,100	2,809,000
Utility Enterprise	20,847,037	19,455,155	22,640,111	22,815,814	22,389,885
Lake Enterprise (Golf)	3,308,608	3,599,758	3,446,099	3,289,892	3,389,586
Streets, Drainage & Traffic Capital Projects	1,795,222	381,703	3,414,445	1,028,913	5,252,113
Buildings & Facilities Capital Projects	7,097,688	1,363,879	668,817	1,967,232	16,939,871
Water & Wastewater Capital Projects	1,887,701	1,076,725	3,855,000	2,570,235	9,757,225
Capital Equipment Acquisition	1,906,750	3,145,379	5,191,190	5,191,190	1,886,000
TOTAL	143,301,330	138,741,209	161,982,664	165,419,280	185,242,556

PERSONNEL BY FUND:	2010-11 Actual	2011-12 Actual	2012-13 Budget	2012-13 Estimate	2013-14 Proposed ⁽¹⁾
General	346.85	346.58	346.12	349.24	352.13
Special Revenue	0.60	0.60	0.60	0.60	0.60 ⁽²⁾
Convention & Visitors Bureau	75.09	75.09	76.86	76.86	80.36
Stormwater Drainage	8.00	8.00	8.00	8.00	8.00
Crime Control & Prevention	120.43	120.43	122.43	122.43	122.43
Lake Parks	1.69	1.69	2.69	2.69	2.69
Utility Enterprise	51.04	51.04	51.04	51.04	52.04
Lake Enterprise (Golf)	26.14	26.14	26.14	26.14	26.14
TOTAL	629.84	629.57	633.88	637.00	644.39

(1) In full-time equivalents

(2) Funding for Municipal Court Bailiff (24 hours per week) is provided by Municipal Court Security Fee Revenues, which were collected prior to 2011, but are not a current revenue stream.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER 
MEETING DATE: SEPTEMBER 3, 2013
SUBJECT: APPROVAL FOR AWARD OF AGREEMENT FOR MASTER PLANNING OF MEADOWMERE PARK

RECOMMENDATION:

City Council to consider approval of an agreement with Mesa Design Group to develop a Master Plan for Meadowmere Park.

FUNDING SOURCE:

Funding for this purchase is currently available in account 121-48850-312-13-000028 (Council Quality of Life Fund/ Professional Services/ Parks and Recreation 2013 Projects) for the amount not to exceed \$43,540.

BACKGROUND INFORMATION:

The agreement is for the master planning services for Meadowmere Park Master Plan which is included in the FY2013 budget. An interview team met with six prospective firms for this project. Five city staff members including the City Manager's office, Public Works Department and the Parks & Recreation Department made up the interview team.

The team rated the consulting firms on qualifications of firm, experience, resources to perform project, responsiveness to the RFQ, quality, professional references, cost control, and financial capacity. All six firms presented master plans that they had prepared in the past. After all the presentations, the interview team discussed the strengths and weaknesses of each of the firms interviewed and then ranked the firms based on the criteria listed in the RFQ. Mesa Design Group ranked the highest.

Staff successfully negotiated an agreement dated August 27, 2013 for master planning services with Mesa Design Group for the Meadowmere Park project which is expected to take five months to complete. The proposed agreement is for \$43,450.

DE/JDM

Proposal and Contract for Professional Services

August 26, 2013

Mr. Joe Moore
City of Grapevine
1175 Municipal Way
Grapevine, Texas 76051

Project: Meadowmere Park Master Plan
Grapevine, Texas

Dear Mr. Moore,

This proposal and contract describes the landscape architectural services to be provided by MESA, the costs of these services and general terms and conditions under which these services would be executed.

SCOPE OF SERVICES

PHASE 1: SITE ASSESSMENTS, INVENTORY AND ANALYSIS

Task 1.1: Kick-Off Meeting, Data Confirmation, and Assessments

MESA and the design team will meet with City staff, the owner, and other critical parties, and walk the site to review all existing base data, goals associated with the project, and new initiatives identified by the City for the project. A key component of this meeting will be the confirmation of schedules (including key milestones, critical path elements, etc.) and anticipated deliverables. Confirmation of the core client team, primary points of contact, stakeholder groups and their roles within the planning process will be discussed, as well as dates and formats for public workshops. The Kick-Off Meeting will be combined with the initial site visit associated with the assessments listed below.

These activities are intended to provide a basis of policy, physical, natural, wildlife, historical, and cultural information about the sites as a foundation of the planning process and include the following:

A. Base Maps, Code Review, and Previous Research

MESA and the design team will gather from the City and other public domain sources, the data needed to undertake assessments described below. Development codes and jurisdictional restrictions will be reviewed.

B. Site Assessment: Environmental and Habitat Systems

MESA and the design team will gain an understanding of the criteria for park program development based on the natural systems present on the site. We will comprehend and describe ecosystems through review of previously developed documentation as well as document the extent to which they have been disrupted by human intervention to date. "Layers" dealing with soils, slope, vegetation, habitat, and others, will each be considered.

C. Sensitivity Composite Assessment

MESA and the design team will overlay the various sensitivity maps, rendering a composite map for all facets of the assessments (natural, built, etc.). This process creates a true assessment, rather than inventory, of the park's significant strengths, vulnerabilities, and flexibility (ability to adapt to change). This map is essential in evaluating the impact of current and future use patterns, City initiatives, programs, and facilities within the existing fabric of the park. This document will serve as a guiding instrument in the development of the Master Plan.

Product: MESA and the design team will visit the site, collect and synthesize base data into an assessment plan composite of existing conditions. MESA will provide the city with one (1) hard copy of the composite assessment map as well as digital files (PDF). MESA will meet with the City to prioritize all input received during citizen engagement meetings prior to moving forward with the following tasks.

PHASE II: MASTER PLAN**Task 2.1: Concept Master Plan**

MESA and the design team will develop a descriptive level vision for the park that is directly derived from the goals identified in the City staff visioning and public workshops. This graphic is a preliminary concept that depicts the program for the park and comprises a checklist of effects (from the initial input) that the master plan must accomplish. It is the "structure" that the plan will be built around and serves as an opportunity for confirmation before development of the final vision. MESA and the design team will host a presentation to City staff and share the following aspects of the concept:

- A. Programs** will graphically depict zones for each activity on site and serve to describe the relationships between each.
- B. Connectivity** identifies the external and internal linkages and circulation throughout the park and connections to the surrounding community.
- C. Facilities & Amenities** will describe the list of structures and infrastructure that are necessary to provide and support the programs framework, also denoting circulation patterns, arrival sequences, and other patterns.
- D. The Natural Systems Framework** will identify an approach to habitat restoration, ecological strategies, and other management agenda to increase the quality and vitality of the park's natural systems, directly addressing issues identified in the assessments.

A preliminary cost projection will be prepared for consideration. MESA will meet with the City to share the concept master plan, and adjustments will be made prior to the public presentation to be conducted in Task 2.6.

Product: MESA and the design team will prepare the concept master plan and supporting documents for internal City presentations and for use in subsequent public meetings. Task processes, findings, and recommendations will be summarized into a chapter within the final report.

Task 2.2: Preliminary Operational Budget, Pro-Forma and Economic Impact Estimates

Based on all the information gathered throughout the process, the design team will develop annual operational and maintenance budget projections to include all expenses and revenues associated with the Park's operation. The projected operational and maintenance budgets will include staffing levels, benefits, commodities, utilities, contractual services, pricing strategies, revenue opportunities, rentals, concessions, merchandising, programs, participation levels, events, cost recovery, and subsidy levels, along with any additional budget items identified by the Department.

A five-year pro-forma projecting the expenses, revenues, and cost recovery anticipated over the first five years of operating the park will be created. The pro-forma will be based on the operational budget projections as well as all the information provided by the Parks and Recreation Department. These figures will project increases in participation as well as estimated inflationary costs and/or price changes.

A broad based analysis will be prepared of the economic impact and benefits of the proposed park venues. The following components will be analyzed:

- A. Any increase in direct operating expenditures of wages, services and goods
- B. Any new employment generated
- C. Impact of ancillary expenditures by audiences attending events at Meadowmere Park
- D. Estimated multiplier effect using regional estimators from state or federal sources
- E. Economic impact arising from capital costs – construction wages, services, and materials

Task 2.3: Final Master Plan

MESA and the design team will refine the Concept Master Plan into a vision for future park development. This will be a descriptive level graphic plan, including sections and perspectives necessary to convey the design, which will graphically depict all park amenities at an appropriate scale – depicting forms, material concepts, habitat enhancements, and detailed connections. The plan will illustrate all programs and areas of park development and address the following areas of park development all comprised within one graphic:

- A. Adaptive Reuse Initiatives** identify the structures, spaces, pathways, and other features of the site that deserve and need to be preserved, maintained, restored, renovated, and/ or reconstructed.
- B. Natural Fabric Initiatives** address projects associated with the preservation, conservation, restoration, and maintenance of natural systems and habitats that influence the park's form.
- C. Thematic Structure Initiatives** represent projects that address key thematic improvements such as entrance portals and sequencing, gateways, nodes, edges, and the definition of unique park districts.
- D. Traffic and Circulation Initiatives** identify those projects that establish an efficient and humble relationship between the park and its varied circulation patterns – pedestrian, vehicular, and trails, including community connections.
- E. Program Plan & Amenity Enhancement Initiatives** will organize the preservation, restoration, integration, and removal of program opportunities with the park.
- F. Implementation and Phasing Initiatives** will identify the subsequent design stages for the project and set a framework for implementation and funding mechanisms required to move forward at the anticipated schedule.
- G. The Conceptual Interpretive Plan (optional)** - This plan will develop an interpretive theme/ story outline for the park, and note the site elements necessary for conveying that educational storyline.

While the Final Master Plan illustrates the above mentioned elements (and others) on the site, the planning team will also prepare elevation studies, sections, perspective sketches and more detailed floor plans and alignments to illustrate the aesthetic character of the constructed vision. These schematic architectural studies of pavilions, amenities, and other thematic elements begin to give a sense of vitality and life to the plan.

MESA and the design team will prepare a refined cost projection and break out the holistic vision into a series of attainable and fundable phases for execution. The end result of this subtask will be the definition of a Phase I scope and construction budget to further refine and bring forth to implementation.

Product: MESA and the design team will prepare a master plan graphic and report that depicts the information outlined above – specific area enlargements, sections, elevations, and sketches may be prepared as necessary. The updated cost projection will break out the discussed phases of park development, and identify the scope of the first phase of construction. A summary of the master planning process, as well as project and site history, and recommendations will be components of the Final Report.

Task 2.4: Preliminary Operational Budget, Pro-Forma and Economic Impact Estimates

The design team will refine and finalize the annual operational and maintenance budget including staffing levels, benefits, commodities, utilities, contractual services, pricing strategies, revenue opportunities, rentals, concessions, merchandising, programs, participation levels, events, cost recovery, and subsidy levels, along with any additional budget items identified by the Department.

A five-year pro-forma projecting the expenses, revenues, and cost recovery anticipated over the first five years of operating the park will be refined and finalized as well as the economic impact analysis.

Task 2.5: Illustrative Graphics (optional)

To fully communicate the intent of the Master Plan and associated vision, MESA will create perspective graphics of key facilities or other aspects of the plan. The media for presentation will be determined prior to the assembly of the final report. Pricing for each graphic will be quoted upon determination of the complexity of the images to be included in the final report document.

Product: Preparation of perspective graphics as needed. Renderings may be prepared by artist to be determined.

Task 2.6: Final Project Presentation – City Council & Public – The Holistic Vision

MESA will make a final project presentation to the City council (potentially a joint public comment session) of the vision and proposed Phase I. If the City considers this an important component of the community outreach process, MESA will also host a meeting to share the phasing and priority breakout of particular projects with the public (rather than a joint session).

COST OF SERVICES

PHASE I: SITE ASSESSMENTS, INVENTORY AND ANALYSIS

1.1 Kick-Off Meeting, Data Confirmation, and Assessments

A. Kick-Off Meeting and Data Confirmation	\$1,000.00
B. Base Maps, Code Review, and Previous Research	\$1,500.00
C. Site Assessment	\$5,940.00
D. Sensitivity Composite Assessment	\$1,350.00
Subtotal of Task 1.1	\$9,790.00 Lump Sum

PHASE II: MASTER PLAN

2.1 Concept Master Plan	\$9,800.00 Lump Sum
2.2 Preliminary Operational Budget and Pro Forma	\$5,050.00 Lump Sum
2.3 Final Master Plan	\$10,800.00 Lump Sum
2.4 Final Operational Budget and Pro Forma	\$4,860.00 Lump Sum
2.5 Illustrative Graphics	Optional (NIC)
2.6 Final Project Presentation	\$3,240.00 Lump Sum

Tasks 2.1 - 2.6	\$33,750.00
TOTAL COST OF SERVICES	\$43,540.00

REIMBURSABLE EXPENSES

Please note that reimbursable expenses are included in the above fee with the exception of items listed in No. 5 of the Proposal and Contract Conditions.

Note: Fees for Design Development, Construction Documents, Bidding Negotiation and Contract Administration/Construction Observation to be provided upon final development of project scope of work (phases) and landscape construction budget.

ADDITIONAL SERVICES/HOURLY FEE SCHEDULE

Services requested, but not specifically included in the scope of services listed above, will be considered additional services. Modifications to drawings, after approval by Owner, as a result of changes requested by Owner or other consultant will be considered additional services and billed at an hourly rate as follows:

Senior Principal	\$235.00
Principal	\$180.00
Associate Principal	\$150.00
Associate	\$130.00
Senior Project Manager	\$110.00
Project Manager	\$100.00
Senior Designer	\$ 90.00
Designer	\$ 75.00
Marketing/Acct./Admin	\$ 75.00
Intern	\$ 50.00

PROPOSAL AND CONTRACT CONDITIONS

1. The client will provide the following and MESA has the right to rely on this information and rely on any information provided by others:
 - a. Boundary and general survey locating structures, property lines, utilities that cross the property and interior lobby plans in AutoCAD format.
 - b. Soils Report (if required).
 - c. Budgetary Considerations.

2. Not included are the following:
 - a. Vehicular Paving Improvements
 - b. Utilities (water, sewer, storm, electrical, cable, telephone, etc.)
 - c. Civil, Structural, Mechanical and Electrical Engineering
 - d. Hardscape and Flatwork Design
 - e. Landscape Lighting Electrical Plans
 - f. Project Signage and Graphics
 - g. Design of new or additional elements added to the scope of work or any related off-site improvements
 - h. Redesign of elements due to site plan changes (i.e., buildings relocated, site grading changes)
 - i. Design Development and Construction Documents
 - j. Geotechnical Information
 - k. Mechanical and technical design of water features
 - l. Illustrative plans, models and drawings not specifically described in the Scope of Services
 - m. TDLR Submittal
 - n. As Built Drawings – by Contractors
 - o. On-Site Construction Management

3. MESA Design Associates may subcontract consultants in the performance of any services described in this agreement.

4. MESA Design Associates does not act as General Contractor in any way, or accept responsibility for poor craftsmanship.

5. The above-described compensation for MESA Design Associates does not include the following non-labor costs:

Reimbursables:

- a. Permits and/or registration fees
 - b. Travel expenses outside of Dallas such as airfare and lodging
 - c. Other products and services requested by the Client and not specifically described herein.
 - d. Any and all Jurisdictional Submittal, Permitting or Review Fees.
 - e. TDLR Fees and Expenses.
6. Should the Client or Owner cancel scheduled meetings with less than 72 hours notice, MESA reserves the right to invoice the Client or Owner for all related National and International travel and accommodation expenses incurred.
 7. Either Party may terminate this contract with (7) seven days written notice to the other party. Upon termination, MESA will be paid for all work performed, including reimbursable expenses, through the date of termination.
 8. Should the project go "on hold" for more than sixty (60) days, the Consultant reserves the right to charge a \$600.00 restart fee when the project resumes. MESA's fees for the remaining services and the time schedules shall be equitably adjusted.
 9. This agreement is to be governed by the laws of the State of Texas. Compensation for all services shall be paid in Dallas, Dallas County, Texas.
 10. In the event disputes are not satisfactorily resolved through informal discussions, the Client and MESA agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to nonbinding mediation. In the event the parties to this agreement are unable to reach a settlement through mediation, then such disputes shall be settled by litigation, in a court of competent jurisdiction.
 11. Invoice Terms: Net thirty (30) days from invoice date. A finance charge of 1.5% per month (18% per annum) will be added to accounts over thirty (30) days past due. Client agrees to pay reasonable attorney's fees incurred by MESA to collect on unpaid invoices. MESA reserves the right to file a property lien if invoices go over sixty (60) days past due.
 12. If the client fails to make payments to MESA in accordance with this agreement, such failure shall be considered substantial non-performance and cause for termination or, at MESA's option, cause for suspension of performance of service under this agreement. If MESA elects to suspend service, prior to suspension of services, MESA shall give seven (7) days written notice to the Client. In the event of a suspension of services, MESA shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services. Client agrees to hold MESA harmless and completely indemnify MESA from and against any and all damages, costs, attorney's fees, and/or other expenses which MESA may incur as a result of any claim by any person or entity arising out of such suspension of work. Before resuming services, MESA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MESA's services. MESA's fees for the remaining services and the time schedules shall be equitably adjusted.
 13. The hourly rates and multiples for services of the Consultant and Consultant's sub consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices annually or as agreed upon between the Client and Consultant. MESA reserves the right to adjust hourly-based contracts and additional service fees to compensate for inflation increases annually.
 14. The initial payment of \$ Dollars (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Client's account at final payment. Subsequent payments for services shall be made monthly and, where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

15. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337; tele: 512.305.9000; fax: 512.305.9005; e-mail: www.tbae.state.tx.us.
- 16. LIMITATION OF LIABILITY: to the maximum extent permitted by law, the Client agrees to limit MESA's liability for the Client's damages to two times the fees indicated in this proposal. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.**
17. By making visits to the site, MESA is not assuming the responsibilities of the builder, Construction Manager, Construction Superintendent or any of their agents or subcontractors.
18. Plans, drawings and specifications or other writings or documents prepared or provided by MESA hereunder are prepared for this Project only, but may be used by MESA for purposes of illustrating the scope and nature of project involvement. MESA shall provide Client with a reproducible set of drawings and specifications for its records. They shall not be used by Client for other projects or extensions to the project without the express written permission of MESA.
19. It is expressly understood and agreed that MESA shall not have control of, or charge of, or be responsible for construction, means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the Project or for the acts or omissions of any contractor, subcontractor or other persons performing work for the Project and Client shall indemnify MESA and hold MESA harmless from and against any and all claims, demands, losses, costs, third party beneficiaries, liabilities and damages including, without limitation, reasonable attorney's fees and expenses, incurred by MESA and arising out of or related to any of the aforesaid.
20. Notwithstanding any other provision of this Agreement, MESA and MESA's sub consultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances.
21. The Client agrees to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement.
22. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either MESA or the Client. MESA's services under this agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against MESA because of this agreement or the performance or nonperformance of services hereunder.
- 23. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MESA, its officers, directors, employees and sub consultants (collectively, MESA) against all damages, liabilities or costs, including reasonable attorney's fees and costs, to the extent caused by the Client's negligent acts or breach of this agreement, and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor MESA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.**
24. This document supercedes all previous discussions and documents, if any, and may only be amended by written agreement between the parties.

Respectfully submitted,
MESA Design Associates, Inc.



Stan R. Cowan
Principal

Acceptance of Proposal and Contract Terms and Conditions:
City of Grapevine, Texas

Joe Moore
Assistant Director, Parks and Recreation

Date

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: SEPTEMBER 3, 2013
SUBJECT: APPROVAL OF A RESOLUTION FOR THE DONATION OF
SURPLUS PROPERTY TO PARRAS DE LA FUENTE,
COAHUILA, MEXICO

RECOMMENDATION:

City Council to consider a resolution for the donation of 11 computers to Grapevine's sister city, Pararas de la Fuente, Coahuila, Mexico.

BACKGROUND:

The Information Technology Department is in the process of replacing many of the computer towers in departments throughout the city. Normally, the City would store the computers until an auction and would receive very little money for them.

During the last sister city mission to Parras de la Fuente, Coahuila, Mexico in August of this year, Brandon Milmo of Casa Madero Winery mentioned that the Quinta Manuelita Orphanage could use computers if they were available. Mr. Milmo is a big supporter of the orphanage.

If approved by the Council, staff will work with our contacts in Parras de la Fuente on transporting the computers to their city.

DE

RESOLUTION NO. _____

COMPUTER
DONATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DECLARING CERTAIN PROPERTY SURPLUS AND/OR SALVAGE; PROVIDING FOR THE DONATION OF SAID PROPERTY TO PARRAS DE LA FUENTE, COAHUILA MEXICO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, it has been determined that the City of Grapevine is in possession of surplus and/or salvage property; and

WHEREAS, several items would be of use to Grapevine's sister city, Parras de la Fuente, Coahuila, Mexico.

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 eleven retired computers from various departments throughout the City are hereby declared surplus and are authorized to be donated to Parras de la Fuente, Coahuila, Mexico.

Section 3. That the City Manager, or his designee, is authorized to donate the above referenced surplus computers to Parras de la Fuente, Coahuila, Mexico.

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 3rd day of September, 2013.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: SEPTEMBER 3, 2013

SUBJECT: APPROVAL OF A RESOLUTION FOR COMPUTER
HARDWARE FOR POLICE

RECOMMENDATION:

City Council to consider approval of a resolution for computer hardware for the Police Department from Netsync Network Solutions through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program.

FUNDING SOURCE:

Funding for this purchase is currently available in account 117-48860-209-4 (Information Technology Upgrade/Replacement) in the amount not to exceed \$49,234.00.

BACKGROUND:

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

Bids were taken by the cooperative and a contract was awarded to Netsync Network Solutions. Police Department and Purchasing staff reviewed the contract for specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City. The Cooperative Purchasing Agreement satisfies all bidding requirements under the Texas Local Government Code.

This purchase request is for a new top of rack network switch in the Police data center. This new switch will upgrade the communications between the file servers and network storage to 10 GB and take the server and storage load off the core switch. This purchase will greatly improve network efficiency for the Police users.

Staff recommends approval.

MB/BS

RESOLUTION NO. _____

COMPUTER
HARDWARE

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

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

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

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

WHEREAS, the State of Texas DIR Cooperative Contracts Program has an established contract #DIR-SDD-1372 with Netsync Network Solutions for Data Communications & Telecommunications Networking Equipment and Related Service; and

WHEREAS, the City of Grapevine, Texas has a need for new rack network switch hardware for the Police Department.

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 computer hardware from Netsync Network Solutions for an amount not to exceed \$49,234.00.

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

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 3rd day of September, 2013.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
MEETING DATE: SEPTEMBER 3, 2013
SUBJECT: APPROVAL OF A RESOLUTION FOR DESKTOP SWITCHES
AND NETWORK UPGRADE

RECOMMENDATION:

City Council to consider approval of a resolution for desktop switches and network upgrade from Netsync Network Solutions through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program.

FUNDING SOURCE:

Funding for this purchase is currently available in account 325-48860-101-13-0011 (Information Technology Upgrade/Replacement) in the amount not to exceed \$192,867.26.

BACKGROUND:

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

Bids were taken by the cooperative and a contract was awarded to Netsync Network Solutions. Purchasing and IT staff reviewed the contract for specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City. The Cooperative Purchasing Agreement satisfies all bidding requirements under the Texas Local Government Code.

This purchase request is for replacing old desktop switches used for workstation personal computers throughout the City and for upgrading the data communications speed between buildings and file servers from 1 GB to 10 GB. The desktop switches throughout the city are at least seven years old and are due for replacement. These older switches do not communicate fast enough to keep up with the demands of our newer applications. The upgrade from 1 GB to 10 GB will also help keep up with the demands for faster data communications with our main facilities back to the data center and to the file servers and storage devices. This replacement project will help keep our

network reliable and efficient for our City users.

Staff recommends approval.

AP/BS

DESKTOP
SWITCHES

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 DESKTOP SWITCHES AND UPGRADE THE NETWORK THROUGH A STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT PROGRAM AND PROVIDING AN EFFECTIVE DATE

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

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

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

WHEREAS, the State of Texas DIR Cooperative Contracts Program has an established contract #DIR-SDD-1372 with Netsync Network Solutions for Data Communications & Telecommunications Networking Equipment and Related Service; and

WHEREAS, the City of Grapevine, Texas has a need to replace desktop switches and upgrade the network.

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 desktop switches and a network upgrade from Netsync Network Solutions for an amount not to exceed \$192,867.26.

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

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 3rd day of September, 2013.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: SEPTEMBER 3, 2013

SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF PANASONIC WORKSTATIONS AND DOCKS

RECOMMENDATION:

City Council to consider a resolution for the purchase of Panasonic workstations and docks from CDW-G through an established interlocal agreement with The Cooperative Purchasing Network (TCPN).

FUNDING SOURCE:

Funding for this purchase is currently available in account 117-48860-209-4 (Crime Control District Fund/CCPD Technical Services/Machinery Equipment and Implementation) \$26,978.00 and 100-42281-210-3 (General Fund/Fire Department Operations/Machinery Equipment and Implementations) \$19,270.00, with the total amount not to exceed \$46,248.00.

BACKGROUND:

This purchase will be made in accordance with an existing interlocal agreement with The Cooperative Purchasing Network (TCPN) as allowed by Texas Local Government Code, Section 271.102 Cooperative Purchasing Program.

Bids were taken by the Cooperative and a contract was awarded to CDW-G. The Police, Fire and Purchasing staff reviewed the contract for specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City. The interlocal agreement satisfies all bidding requirements under Texas Local Government Code.

The purpose of this request is to approve the purchase of 24 rugged Panasonic tablets and associated hardware/software. The tablets will be used in the field by the Police and Fire Departments and replaces existing mobile workstations that are older technology and are at the end of their useful life expectancy. This will ensure that officers and fire fighters are using state of the art equipment, which increases personnel safety and efficiency. Staff recommends approval.

MB/BS

RESOLUTION NO. _____

WORKSTATIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE WORKSTATIONS AND DOCKS THROUGH AN ESTABLISHED INTERLOCAL 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 Cooperative Purchasing Network (TCPN) 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 Agreement with TCPN and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, TCPN has established a contract with CDW-G under TCPN contract #R5106, Technology Solutions; and

WHEREAS, the City has a need to replace older technology workstations for the Police and Fire Departments.

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 24 Panasonic workstations and docks from CDW-G in an amount not to exceed \$46,248.00.

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

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 3rd day of September, 2013.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: SEPTEMBER 3, 2013
SUBJECT: APPROVAL OF A RESOLUTION FOR POWER OVER
ETHERNET SWITCHES

RECOMMENDATION:

City Council to consider approval of a resolution for power over ethernet switches from Netsync Network Solutions through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program.

FUNDING SOURCE:

Funding for this purchase is currently available in account 100-44525-120-1 (Non Departmental Fund) in the amount not to exceed \$57,348.48.

BACKGROUND:

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

Bids were taken by the cooperative and a contract was awarded to Netsync Network Solutions. Purchasing and IT staff reviewed the contract for specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City. The Cooperative Purchasing Agreement satisfies all bidding requirements under the Texas Local Government Code.

This purchase is to replace old ethernet switches in various locations throughout the City with new switches that have the power over ethernet feature. The old switches that are being replaced are at least seven years old and due for normal replacement. In addition, the old switches do not have the power over ethernet feature that is needed to accommodate the new voice over IP telephones. The older digital phones are being phased out by our telephone equipment manufacturer and are being replaced throughout the City with voice over IP phones. Staff recommends approval.

AP/BS

RESOLUTION NO. _____

ETHERNET
SWITCHES

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

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

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

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

WHEREAS, the State of Texas DIR Cooperative Contracts Program has an established contract #DIR-SDD-1372 with Netsync Network Solutions for Data Communications & Telecommunications Networking Equipment and Related Service; and

WHEREAS, the City of Grapevine, Texas has a need to replace ethernet switches for various locations in the City.

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 ethernet switches from Netsync Network Solutions for an amount not to exceed \$57,348.48.

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

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 3rd day of September, 2013.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
MEETING DATE: SEPTEMBER 3, 2013
SUBJECT: APPROVAL OF A RESOLUTION FOR A SOLE SOURCE
PURCHASE OF A WASTEWATER MONITORING INSTRUMENT

RECOMMENDATION:

City Council consider approval of a resolution authorizing the sole source purchase of a SCAN wastewater monitoring instrument from C.C. Lynch & Associates, Inc. for the Public Works Department.

FUNDING SOURCE:

Funding for this purchase is currently available in account 200-43370-534-0 (Utility PCMF) for \$18,834.00.

BACKGROUND:

This procurement will be made as a sole source in accordance with Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a)(7)(d).

The City of Grapevine Wastewater Treatment Plant evaluated a wastewater quality-monitoring instrument that continuously monitors the incoming quality. This instrument will allow staff to quickly react to various conditions and make necessary adjustments to the treatment plant to properly treat the incoming flow.

This is a sole source purchase due to C.C. Lynch & Associates being the only company that offers this type of instrument from SCAN that performs testing continuously. City staff performed a trial of this instrument for a couple of months and it performed as described and greatly enhanced our wastewater treatment plant operation.

Staff recommends approval.

KC/BS

RESOLUTION NO. _____

WATER MONITORING
INSTRUMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO APPROVE THE SOLE SOURCE PURCHASE OF A WASTEWATER MONITORING INSTRUMENT 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 Texas Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a)(7)(d) to purchase said equipment on a sole source basis; and

WHEREAS, the sole source purchase due to regional sales boundaries is necessary because the SCAN wastewater quality-monitoring instrument that continuously monitors the incoming quality is required by the Public Works Department.

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 sole source purchase from C.C. Lynch & Associates, Inc. for a SCAN wastewater monitoring instrument in an amount not to exceed \$18,834.00.

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

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 3rd day of September, 2013.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: SEPTEMBER 3, 2013
SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT RFB 346-2010 FOR TRAFFIC CONDUIT INSTALLATION SERVICES

RECOMMENDATION:

City Council to consider approval to renew an annual contract for RFB 346-2010 with Multiple Cable Systems, Inc. for traffic conduit installation services.

FUNDING SOURCE:

Funds are available in account 174-43301-093-000 (Street Maintenance Capital Replacement/Traffic Sign and Signal Maintenance/Transportation Infrastructure Maintenance) for an annual estimated amount of \$30,000.00.

BACKGROUND:

Bids were taken in accordance with Local Government Code Chapter 252, Subchapter B, Section 252.021 (a) and Section 252.041 (a). The bid advertisement was posted in the Fort Worth Star Telegram on August 30, 2010 and September 6, 2010. The bid was opened publicly on September 14, 2010. Bid documents were issued to five contractors. Two vendors submitted bids.

The purpose of this bid is to establish fixed annual pricing for the installation of various types and sizes of traffic conduit for the Public Works Traffic Division on an as-needed basis. If approved, this will be for the third annual renewal of the four, one-year renewal options available.

Based on the evaluation of the bid by Purchasing and the Public Works Traffic Division, it was determined the award be made to Multiple Cable Systems, Inc. who was the lowest responsive and responsible bidder.

Multiple Cable Systems, Inc. has agreed to renew with no increase in pricing and has supplied these services in the past with successful results.

Staff recommends approval.

FB/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: SEPTEMBER 3, 2013
SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT RFB 372-2011 FOR TEMPORARY EMPLOYMENT SERVICES

RECOMMENDATION:

City Council to consider approval to renew an annual contract RFB 372-2011 with Temporaries of Texas, Inc. for temporary employment services.

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:

Bids were taken in accordance with Local Government Code Chapter 252, Subchapter B, Section 252.021 (a) and Section 252.041 (a). The bid advertisement was posted in the Fort Worth Star Telegram on July 28 and August 4, 2011. The bid was opened publicly on August 18, 2011. There were 17 vendors notified of the bid due to electronic notifications with an additional 12 bid packets being issued to vendors requesting the bid. Three bids were received.

The purpose of this bid is to establish fixed annual pricing for temporary employment services to be used by various departments on an as-needed basis. If approved, this will be for the second annual renewal of the four, one-year renewal options available.

Of the three bids received, only Temporaries of Texas, Inc. submitted pricing for all positions and was the lowest overall bid for the combined positions. Temporaries of Texas, Inc. has agreed to renew with no increase in pricing and has provided this service to the City in the past with successful results.

Staff recommends approval.

LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: SEPTEMBER 3, 2013
SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT RFB 392-2012 FOR THE PURCHASE OF AGGREGATE MATERIALS

RECOMMENDATION:

City Council to consider approval for the renewal of annual contracts for RFB 392-2012 with Neese Materials, Inc., Lowery Sand & Gravel Company, Inc., Big Sandy Sand Company, Hanson Aggregates LLC, DFW Materials and TXI for the purchase of aggregate materials.

FUNDING SOURCE:

Funding for this purchase is limited to the budgeted amount by each department in an annual estimated amount of \$439,000.00.

BACKGROUND:

Bids were taken in accordance with Local Government Code Chapter 252, Subchapter B, Section 252.021 (a) and Section 252.041 (a). The bid advertisement was posted in the Fort Worth Star Telegram on July 19 and 26, 2012. The bid was opened publicly on August 10, 2012 and issued through the eBid system. There were 383 vendors notified of the bid due to electronic notifications with 10 other vendors viewing the bid due to the City's purchasing website bid notice. Six bids were submitted.

The purpose of this bid is to establish fixed annual pricing for aggregate materials used primarily by the Public Works Department. Parks and Recreation Department, the Golf Course and other various departments will also utilize this contract on an as-needed basis. If approved, this will be for the first annual renewal of the four, one-year renewal options available.

Based on the evaluation of the bid by Purchasing and the Public Works Department, it was determined the award be made to Neese Materials, Inc., Lowery Sand & Gravel Company, Inc., Big Sandy Sand Company, Hanson Aggregates LLC, DFW Materials and TXI who are the lowest responsive and responsible bidders. TXI did not renew line item 14 for unwashed cushion sand and the department is agreeable with the item not being renewed.

Neese Materials, Inc., Lowery Sand & Gravel Company, Inc., Big Sandy Sand Company, Hanson Aggregates LLC, DFW Materials and TXI have agreed to renew with no increase in pricing and has supplied these services to the City in the past with successful results.

Staff recommends approval.

KH/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: SEPTEMBER 3, 2013
SUBJECT: ROAD CONSTRUCTION AND MAINTENANCE AGREEMENT

RECOMMENDATION:

City Council consider approving a Road Construction and Maintenance Agreement with Prologis U. S. Logistics Fund, L. P. for the reconstruction and maintenance of the northern one half of East Dallas Road extending from Texan Trail east for a distance of approximately 775 feet, authorize the City Manager to execute said agreement and take any necessary action.

BACKGROUND:

At the time of the development of the JA Green complex in the northeast corner of Dallas Road, Texan Trail was being planned and designed for a six-lane roadway with center median. This center median would eliminate left turns into and out of the warehousing complex.

To offset this access impact, JA Green was allowed to construct a private drive in the northern one half of Dallas Road right-of-way east of Texan Trail to provide the warehousing operation with access to the signalized intersection at Dallas Road and Texan Trail.

The City assumed no maintenance responsibility for this pavement.

Over the years, the pavement has experienced deterioration due to the heavy truck traffic and the substandard pavement thickness.

Oncor is planning a substation in the northeast corner of the intersection with access from this roadway. Prologis has proposed to the City that they reconstruct the roadway to City standards sufficient to serve commercial trucks and the City then accept the maintenance of the roadway as we would with any developer constructed roadway.

The agreement has been developed by Prologis attorneys and Matthew Boyle of our City Attorney's office with input from Public Works' staff based upon our standard Developer Agreement that we use for public/private joint participation projects.

The roadway will be constructed at Prologis's sole cost with a two year maintenance bond.

Upon expiration of the maintenance bond, final inspection by City staff and completion of any repairs needed as a result of the final inspection, the City will accept maintenance of the roadway.

Staff recommends approval.

ROAD CONSTRUCTION AND MAINTENANCE AGREEMENT

This Road Construction and Maintenance Agreement (this “**Agreement**”) is made as of this August __, 2013 (the “**Effective Date**”), by and between Prologis U.S. Logistics Fund, L.P., a foreign limited partnership with its principal office located at 4545 Airport Way, Denver, Colorado 80239 (“**Prologis**”) and the City of Grapevine, Texas, a home-rule municipality located in Tarrant County, Texas, with its principal offices located at 200 S. Main Street, Grapevine, Texas 76051 (the “**City**”). Prologis and the City sometimes are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. Pursuant to that certain Road Use and Maintenance Agreement dated December 30, 1998 by and between 1085 Partnership, Ltd. and Magnum Realty Corp. (the “**Prior Maintenance Agreement**”), the City contends that Prologis currently has responsibility for maintenance of that certain road known as Old Dallas Road, which bears the following legal description (the “**Road**”):

Commencing at the SW Corner of Dallas Road R.O.W. at Business 114, also being on the east right of way line of Business 114;

THENCE North 89°20'00” East a distance of 758.519 feet;

THENCE North 0°40'00” West a distance of 50.000 feet;

THENCE South 89°20'00” West a distance of 773.219 feet;

THENCE South 17°3'00” East a distance of 52.116 feet; to the point or place of beginning 38293.433 square feet, 0.879 Acres, more or less.

B. As described further in the Prior Maintenance Agreement, the Road is a private access road, and has been used as a road since that time.

C. The Parties desire that Prologis reconstruct the Road and all required associated improvements (which shall be included in the definition of “**Road**”) in accordance with all applicable City specifications and standards (collectively, the “**Ordinances**”), and that following the completion of such reconstruction and the inspection of the reconstructed Road by the City, that the City accept the Road as a public road and accept the Road for all future maintenance, all on the terms and conditions described herein.

AGREEMENT

In consideration of the mutual covenants, conditions and agreements contained herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Reconstruction of the Road.

(a) Scheduling. Prologis shall begin preparations for reconstruction of the Road in accordance with the terms of the Agreement promptly following the Effective Date. The Parties intend that the reconstruction be completed by January 1, 2014, provided that any delay in reconstruction shall have no effect on the rights of the Parties hereunder.

(b) Provision and Approval of Plans. Prologis shall develop design plans for the reconstruction of the Road (the “Plans”), and shall provide a copy of the Plans to the City promptly after they are complete. The City shall review the Plans for conformance with applicable Ordinances, and shall endeavor to complete such review within fifteen (15) days after delivery of the Plans to the City. The City agrees not to impose any additional requirements on the Plans and on the Road that are not currently contained in the City’s applicable Ordinances or applied to similar roads in the City. In the event the City determines that the reconstruction described in the Plans conforms with all applicable Ordinances, the City shall notify Prologis in writing of its approval of the Plans. In the event the City determines that the reconstruction described in the Plans does not conform with all applicable Ordinances, the City shall notify Prologis in a reasonably detailed writing of the issue(s) resulting in the nonconformance and how the Plans must be changed or corrected to conform to the Ordinances, and Prologis shall use commercially reasonable efforts to address such issue(s) and thereafter will resubmit the Plans to the City for approval in accordance with this section.

(c) Indemnity Against Design Defects. Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by Prologis under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Prologis, their engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the Parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City’s approval of only the general design concept of the improvements to be constructed in accordance with applicable Ordinances. In this connection, Prologis shall, for a period of one (1) year following the City’s acceptance of the Road, indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense occurring after the City’s acceptance of the Road on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer’s designs and specifications incorporated into any improvements constructed by Prologis in accordance therewith, and Prologis shall defend at its own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. This Section 1(c) does not apply to claims arising from or based only on any negligence or willful misconduct on the part of the City, its officials, officers, agents, servants and employees. Further, Prologis’s maximum liability under this Section 1(c) shall not exceed the policy limit of the insurance policy(ies) Prologis is required to

carry under Section 1(g). This Agreement does not constitute a waiver of any immunity belonging to the City.

(d) Approval of Plans Prologis and the City agree that approval of Plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner. Neither the City nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting Plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any Plans or specifications, for any loss or damage arising from the non-compliance of such Plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

(e) Construction in Compliance with Ordinances. Following approval of the Plans by the City and Prologis's obtaining of the Maintenance Bond in accordance with Section 3(a), Prologis, through its contractor, shall promptly proceed with the reconstruction of the Road in accordance with the Plans and in accordance with all applicable Ordinances.

(f) Cost of Reconstruction. The entire cost of design and development of the Plans, and reconstruction of the Road in accordance with the Plans, shall be borne entirely by Prologis.

(g) Insurance. During the reconstruction process, and for one (1) year following the City's acceptance of the Road, Prologis shall carry insurance in the following types and amounts, and shall name the City as additional insured on any related insurance policy

(i) Comprehensive General Liability: Bodily Injury \$1,000,000.00 per occurrence and Property Damage \$2,000,000.00 aggregate.

(ii) Worker's Compensation: Statutory

(iii) Employer's Liability: \$500,000.00

(iv) Comprehensive Automobile Liability: \$1,000,000.00 combined single limit.

2. Inspections. The City shall have the right to inspect the reconstructed Road during the reconstruction as determined by the City. Following any such inspection, in the event the City determines that the relevant stage of reconstruction of the Road does not conform with all applicable Ordinances and/or the Plans ("**Non-Conformance**"), the City shall notify Prologis in a reasonably detailed writing within five (5) working days of the inspection of the issue(s) resulting in the Non-Conformance and the actions required to correct the Non-Conformance, and Prologis shall use commercially reasonable efforts to address such issue(s) and following the taking of such actions will provide notice to the City and will request re-inspection by the City of that stage of reconstruction for approval in accordance with this section.

3. Additional Requirements after Final Inspection. After the City has approved the final stage of the reconstruction of the Road in accordance with Section 2 above, the City shall provide written notification within seven (7) calendar days to Prologis that the reconstructed Road conforms with all applicable Ordinances and the Plans. If the City fails to provide such timely written notification, by virtue of this Agreement, the Parties shall be deemed to have agreed that Prologis reconstructed the Road in conformance with all applicable Ordinances and the Plans (“**Stipulation**”). Following Prologis’s receipt of such notification:

(a) Maintenance Bond. Prologis, through its contractor, shall obtain and deliver to the City, a maintenance bond covering the entirety of the Road, in an amount equal to 25% of the reconstruction cost of the Road as shown in the Plans for a period of two years after the Road has been accepted by the City.

(b) Proof of Payment. Prologis shall provide paperwork and other proof reasonably required by the City, including without limitation a performance and payment bond covering the entire cost that all reconstruction and other work related to the Road have been fully paid such that no party has the right to claim a lien over any portion of the Road relating to the reconstruction.

4. Transfer, Acceptance and Dedication. Effective as of the date that all of the items in **Section 2** are satisfied (the “**Transfer Date**”), and subject to the warranties of the contractor performing the work and all required Bonds, the City agrees to accept all maintenance responsibilities associated with the Road. Promptly following the Transfer Date, the City shall take all necessary steps to dedicate the Road as a public road, provided that Prologis and any of its tenants, customers, vendors and/or invitees shall have the right to use the Road at all times.

5. Maintenance Following Transfer. At all times on and after the Transfer Date, the City shall have sole responsibility for maintenance of the Road, and Prologis shall have no responsibility for maintenance of the Road.

6. Additional Provisions.

(a) No Applicable Bidding Ordinance. The City and Prologis agree that the Road reconstruction is being completed by Prologis or its contractors. Prologis is free to use any contractor of its choosing in performing the reconstruction contemplated by this Agreement. If the Parties later determine other procurement requirements are applicable, the Parties shall reasonably cooperate to meet such requirements going forward.

(b) No Reliance or Use of Agreement by Third Parties. There are no third party beneficiaries to this Agreement, and no one has the right to enforce any of the provisions of this Agreement other than Prologis and the City. Without limiting the foregoing, any acknowledgement of current or future maintenance responsibility for the Road cannot be used by, relied upon, or construed in the favor of any third party.

(c) Cooperation and Further Assurances. Prologis and the City shall cooperate at all times from and after the Effective Date with respect to the supplying of any information requested by the other Party regarding any of the matters set forth in this Agreement. Subsequent to the Effective Date, and without any additional consideration, each of Prologis and

the City shall execute and deliver any further documents or legal instruments, and perform any acts, that are or may become necessary to effectuate the purposes of this Agreement, including without limitation obtaining any required official or other approvals of the City and its government for entry into and ratification of this Agreement and for transfer of maintenance responsibilities for the Road following the fulfillment of the requirements set forth in this Agreement.

(d) Notices. Any notice, request, approval, demand, instruction or any other communication to be given to either party hereunder shall be in writing, and conclusively shall be deemed to have been delivered when personally delivered or when (i) deposited for overnight deliver with an overnight courier service or (b) deposited in the U.S. mail, sent by certified mail, return receipt requested, and such notices are addressed to the following addresses:

If to Prologis:

with a copy to:

Prologis
Attn: Office of the General Counsel
4545 Airport Way
Denver, Colorado 80239

Joe Lea
McGinnis, Lochridge & Kilgore, LLP
600 Congress Avenue, Suite 2100
Austin, Texas 78701

If to the City:

with a copy to:

City of Grapevine
Attn: Stan Laster, Director of Public Works
200 S. Main Street
Grapevine, Texas 76051

Matthew C.G. Boyle
Boyle & Lowry, LLP
4201 Wingren, Suite 108
Irving, Texas 75062

(e) Amendment; Assignment; Entire Agreement. This Agreement may be amended only by a writing executed by both Parties. This Agreement may not be assigned by either Party without the express written consent of the other Party. This Agreement represents the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions and agreements between the Parties with respect to such subject matter.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflicts of laws principles.

(g) Waiver. No waiver or consent to any breach or other default of any of the terms of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

(i) Headings and Interpretation. Section headings used herein are for reference and convenience only, and shall not affect the interpretation of this Agreement. When the context so requires in this Agreement, words of one gender include one or more other genders, singular words include the plural, and plural words include the singular. Use of the

word “include” or “including” is intended as an introduction to illustrative matters and not as a limitation.

(j) Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the illegal, invalid or unenforceable provision shall be enforced to the fullest extent permitted by law (provided that such provisions as enforced continue to substantially reflect the original intention of the Parties).

Executed to be effective as of the Effective Date, provided that the City’s obligations with respect to maintenance of the Road shall not be effective until the Transfer Date.

[SIGNATURE PAGES FOLLOW]

CITY OF GRAPEVINE, TEXAS,
A Home Rule Municipality

Name: _____
Title: _____

ATTEST:

Jodi Brown, City Secretary

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me the __ day of _____, 2013, by _____, _____ of the City of Grapevine, Texas, a home rule municipality, on behalf of the City.

Notary Public Signature

[PROLOGIS ENTITY]

Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me the ___ day of _____, 2013, by _____, _____ of [Prologis Entity], a _____, on behalf of said _____.

Notary Public Signature

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER 
MEETING DATE: SEPTEMBER 3, 2013
SUBJECT: APPROVAL FOR THE AWARD OF A REQUEST FOR QUOTE TO PURCHASE CARPET AND INSTALLATION FOR THE CONVENTION CENTER

RECOMMENDATION:

City Council to consider approval for the award of a request for quote to purchase carpet and installation from Corporate Floors, Inc. for the Convention Center.

FUNDING SOURCE:

Funding for this purchase is currently available in account 115-43350-351-01 (CVB Building Maintenance PCMF Fund) for the amount not to exceed \$16,102.93.

BACKGROUND:

Quotes were requested and received by the CVB staff and reviewed by Purchasing. Formal bids and advertisements are not required for purchases under \$50,000.00. Three vendors submitted quotations.

Informal quotes received:

Corporate Floors, Inc.	\$16,102.93
Floors, Inc.	\$19,712.02
Ft. Worth Carpet Co., Inc.	\$23,060.27

Of the three quotes received, Corporate Floors, Inc. submitted the lowest quote meeting specifications to replace the six-year old carpet in Chenin Blanc, Champanel and Chancellor meeting rooms at the Convention Center.

Staff recommends approval.

EK/BS

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Workshop on this the 22nd day of July, 2013 at 6:30 p.m. in the City Council Conference Room, Second Floor, 200 South Main Street, with the following members present to-wit:

William D. Tate	Mayor
C. Shane Wilbanks	Mayor Pro Tem
Sharron Spencer	Council Member
Roy Stewart	Council Member
Darlene Freed	Council Member
Mike Lease	Council Member
Chris Coy	Council Member

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

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
Jodi C. Brown	City Secretary
John McGrane	Administrative Services Director

CALL TO ORDER

Mayor Tate called the workshop to order at 6:31 p.m.

ITEM 1. COMPENSATION STUDY PRESENTATION

City Manager Bruno Rumbelow introduced Mr. Matt Weatherly of Public Sector Compensation Consulting. Mr. Weatherly reviewed the compensation study conducted on 85 job titles that were surveyed against other municipalities that Grapevine competes with for its employees; how current pay ranges fall within the market; and where employees fall within the pay ranges.

Discussion followed on the proposal to include merit increases for employees with passing evaluations in the FY2014 budget: 3% merit for employees, 5% step for public safety employees and a one-time, lump sum of 3% for topped out employees.

No formal action was taken by the City Council.

ITEM 2. DISCUSS 2014 BUDGET MAJOR ISSUES REPORT

City Manager Rumbelow gave an overview of the 2014 Budget Major Issues noting that Grapevine continued conservative fiscal policies set by Council through the economic downturn and major roadway construction. That Staff has continually monitored both revenues and expenditures in an effort to insure these fiscal policies are met.

Administrative Services Director John McGrane reported the current ad valorem tax rate is \$0.345695 and that \$0.3450 would be proposed for the FY2014 budget. He noted due to the recession and highway construction projects, monthly sales tax collections were projected to remain flat through the end of the budget year and anticipated a 3% growth for next year.

Mr. McGrane stated most funds will meet or exceed the recommended fund balance reserves. The proposed budget incorporates cash funding for Equipment and Technology Fund, Permanent Capital Maintenance Fund and Permanent Street Maintenance Fund projects.

Mr. McGrane led discussion of the proposals for the General Fund, Quality of Life Fund, Convention & Visitors Bureau Fund, Equipment and Technology Fund, Crime Control and Prevention District Fund, Utilities Enterprise Fund, Lake Park Special Fund, Lake Enterprise Fund, PCMF and PSMF Fund and Storm Water Drainage Utility Fund.

There was no formal action taken by the City Council.

ADJOURNMENT

Council Member Stewart, seconded by Mayor Pro Tem Wilbanks, offered a motion to adjourn the workshop at 7:37 p.m. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Stewart, Freed, Lease & Coy
Nays: None

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 3rd day of September, 2013.

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

CC ITEM #17

The City Council of the City of Grapevine, Texas met in Workshop on this the 6th day of August, 2013 at 6:15 p.m. in the City Council Conference Room, Second Floor, 200 South Main Street, with the following members present to-wit:

William D. Tate	Mayor
Sharron Spencer	Council Member
Roy Stewart	Council Member
Darlene Freed	Council Member
Mike Lease	Council Member
Chris Coy	Council Member

constituting a quorum, with Mayor Pro Tem C. Shane Wilbanks absent, with the following members of the City Staff:

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
John F. Boyle, Jr.	City Attorney
Jodi C. Brown	City Secretary

CALL TO ORDER

Mayor Tate called the workshop to order at 6:17 p.m.

ITEM 1. REVIEW DFW CONNECTOR LANDSCAPING

City Manager Bruno Rumbelow stated at the last Council meeting Staff proposed to contract for landscape architectural services to be able to have project designed and ready for grant submittal with Texas Department of Transportation. Parks & Recreation Director Doug Evans reviewed for discussion landscaping areas being considered in the DFW Connector corridor; landscaping and signage of entry ways into the City and projects funded due to the grant received for the Ira E. Woods Avenue/State Highway 26 landscaping project.

Following discussion, Council requested a workshop to review expenditures and change orders for the Dove Pool Renovation Project; to review previously approved entry way signs and to review landscaping materials and water availability to be able to provide input to the landscape design firm.

There was no formal action taken by the City Council.

ITEM 2. UPDATE ON DFW CONNECTOR DESIGN ISSUES

City Manger Rumbelow noted that areas in the DFW Connector corridor have been identified that need improvements to alleviate traffic situations caused by DFW Connector Project redesigns and reductions. Public Works Director Stan Laster presented slides of

the areas: access to State Highway 360; West Wall Street access from the Tom Thumb shopping center; free right turn on to William D. Tate Avenue; expanding turn lanes for State Highway 114 service road and Southlake Boulevard; and realigning the Northwest Highway and Park Boulevard intersection.

There was no formal action taken by the City Council.

ITEM 3. DEVELOPMENT SERVICES DEPARTMENTAL UPDATE

Development Services Director Scott Williams presented Development Services departmental update by reviewing construction valuation, significant projects under construction, along with future projects; entertainment and attractions district overlay and historic preservation design ordinance; and scanning of departmental records to increase public access.

There was no formal action taken by the City Council.

ADJOURNMENT

Council Member Coy, seconded by Council Member Stewart, offered a motion to adjourn the workshop at 7:21 p.m. The motion prevailed by the following vote:

Ayes: Tate, Spencer, Stewart, Freed, Lease & Coy

Nays: None

Absent: Wilbanks

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 3rd day of September, 2013.

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Executive Session on this the 6th day of August, 2013 at 7:00 p.m. in the City Council Conference Room, Second Floor, 200 South Main Street, with the following members present to-wit:

William D. Tate	Mayor
Sharron Spencer	Council Member
Roy Stewart	Council Member
Darlene Freed	Council Member
Mike Lease	Council Member
Chris Coy	Council Member

constituting a quorum, with Mayor Pro Tem C. Shane Wilbanks absent, with the following members of the City Staff:

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
John F. Boyle, Jr.	City Attorney
Jodi C. Brown	City Secretary

CALL TO ORDER

Mayor Tate called the meeting to order at 7:21 p.m.

ITEM 1. EXECUTIVE SESSION

Mayor Tate announced the City Council would conduct a closed session regarding:

(A) Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate or expand in the City; with which businesses the City is conducting economic development negotiations under Section 551.087, Texas Government Code.

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 relative to conference with City Manager and Staff under Section 551.087, Texas Government Code.

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

ADJOURNMENT

Council Member Spencer, seconded by Council Member Lease, offered a motion to adjourn the meeting at 8:24 p.m. The motion prevailed by the following vote:

Ayes: Tate, Spencer, Stewart, Freed, Lease & Coy
Nays: None
Absent: Wilbanks

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 3rd day of September, 2013.

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Regular Session on this the 6th day of August, 2013 at 7:30 p.m. in the City Council Chambers, Second Floor, 200 South Main Street, with the following members present to-wit:

William D. Tate	Mayor
Sharron Spencer	Council Member
Roy Stewart	Council Member
Darlene Freed	Council Member
Mike Lease	Council Member
Chris Coy	Council Member

constituting a quorum, with Mayor Pro Tem C. Shane Wilbanks absent, with the following members of the City Staff:

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
John F. Boyle, Jr.	City Attorney
Jodi C. Brown	City Secretary

CALL TO ORDER

Mayor Tate called the meeting to order at 7:35 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council Member Sharron Spencer delivered the Invocation and the Pledge of Allegiance was lead by Boy Scout Troop 28.

ITEM 1A. CITIZENS COMMENTS, KATHLEEN THOMPSON

Ms. Kathleen Thompson, 3317 Burning Lot Drive, spoke on the ad valorem tax rate proposal and the City's need for a license plate data retention policy.

ITEM 1. PRESENTATION, LIFE SAVING CERTIFICATES OF RECOGNITION

Mayor Tate presented Certificates of Recognition to Elizabeth Ball and Steven Richardson for their heroic actions in administering life saving measures to Richard Hughes on May 7, 2013.

ITEM 2. PRESENTATION, SISTER CITY MISSION

Mr. Greg Long, spokesman for the Sister City Program's mission to West Lothian, Scotland, gave an overview of the program which allows an educational and culture exchange, group meetings with Provost Tom Kerr, culinary and high school exchange programs, and the Gallagher's golf tournament. Mr. Long then presented Mayor Tate with the Provost's gift of a glass sculpture.

ITEM 3. RESOLUTION, ACCEPTING CERTIFIED TAX ROLLS

Administrative Services Director John McGrane recommended approval of a resolution accepting the Certified Tax Rolls having a total appraised value of \$9,886,693,050.00 less exemptions of \$3,639,905,299.00 for a net taxable value of \$6,246,787,751.00.

Motion by Council Member Freed, seconded by Council Member Coy, to approve the resolution as recommended prevailed by the following vote:

Ayes: Tate, Spencer, Stewart, Freed, Lease & Coy
Nays: None
Absent: Wilbanks

RESOLUTION NO. 2013-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GRAPEVINE, TEXAS, APPROVING THE TAX ROLLS FOR
2013 ON PROPERTY WITHIN THE CITY; AND PROVIDING
AN EFFECTIVE DATE

ITEM 4. RECORD VOTE, AD VALOREM TAX RATE PROPOSAL

Administrative Services Director McGrane stated the City's proposed ad valorem tax rate of \$0.3425 per \$100 valuation is above the effective rate of \$0.339068 per \$100 valuation. State law requires that when a tax rate is above the effective tax rate, as calculated by the July 25, 2013 Certified Tax Roll, a governing body must vote to place the proposed tax rate on a future City Council agenda. It was noted that the proposed ad valorem tax rate will be considered on September 10, 2013 at Noon in the City Council Chambers, 200 South Main Street, Second Floor, Grapevine, Texas 76051.

The effective tax rate only allows a jurisdiction to set the rate so that the same amount of tax from the current year will be collected in the next fiscal year. The current rate is \$0.345695.

Motion by Council Member Freed, seconded by Council Member Lease, to consider the ad valorem tax rate proposal on September 10, 2013 at Noon. The motion prevailed by the following vote:

Ayes: Tate, Spencer, Stewart, Freed & Lease
Nays: Coy
Absent: Wilbanks

ITEM 5. RESOLUTION, AUTHORIZE PARTICIPATION WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, AIR NORTH TEXAS PROGRAM

Environmental Manager Dewey Stoffels recommended approval of a resolution authorizing the City of Grapevine to participate with the North Central Texas Council of Governments (NCTCOG) as a member of the Air North Texas Program and authorizing the City Manager to execute the agreement. The Air North Texas Program is an opportunity to partner with neighboring North Texas cities, including Dallas, Fort Worth, Denton, Mesquite, Arlington, and Plano to encourage individual citizens to make voluntary choices in tandem with local government actions that protect and improve our air quality.

Motion by Council Member Spencer, seconded by Council Member Stewart, to approve the resolution as recommended. The motion prevailed by the following vote:

Ayes: Tate, Spencer, Stewart, Freed, Lease & Coy
Nays: None
Absent: Wilbanks

RESOLUTION NO. 2013-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, SUPPORTING THE AIR NORTH TEXAS GOALS AND MISSION STATEMENT WITHIN THE CITY OF GRAPEVINE, TEXAS; AND APPROVING AN EFFECTIVE DATE

ITEM 6. DEVELOPER'S AGREEMENT, STREET AND UTILITY IMPROVEMENTS ON MAIN STREET, CHATEAU GROUP 1 DEVELOPMENT LIMITED, LP

Public Works Director Stan Laster highlighted the respective responsibilities covered by the Developer's Agreement with Chateau Group 1 Development Limited, LP establishing participation in the Street and Utility Improvements in and around The Gallery on Main Street site bordered by South Main Street, Wall Street and Jenkins Street, and authorizing the City Manager to execute the agreement. Mr. Laster clarified that Jenkins Street will remain a City roadway and will be closed during construction; that the head-in parking on the west side of Jenkins Street is half in the City's right-of-way and on private property. The agreement allows the developer to designate this parking for tenant parking only.

Motion by Council Member Spencer to approve the developer's agreement with the modification to paragraph 6 to clarify that the closure of Jenkins Street is not permanent. Council Member Coy seconded the motion which prevailed by the following vote:

Ayes: Tate, Spencer, Stewart, Freed, Lease & Coy
Nays: None
Absent: Wilbanks

ITEM 7. CHANGE ORDER NO. 5, WASTEWATER TREATMENT PLANT HEADWORKS FACILITY CONSTRUCTION CONTRACT AND AMEND ENGINEERING SERVICES CONTRACT, FREESE & NICHOLS, INC.

Public Works Director Laster recommended approving Change Order No. 5 to the Wastewater Treatment Plant Headworks Facility Construction Contract with Legacy Contracting, LP (dba Control Specialist Services LP) in an amount of \$248,782.61; approving an amendment to the Engineering Services Contract with Freese & Nichols, Inc. in the amount of \$65,736.00; approving a project contingency in the amount of \$15,000.00; and authorizing Staff to execute the change order and contract amendment. Mr. Laster stated that during construction of the project, additional items were discovered that needed replacement, relocation or installation and Change Order No. 5 addresses these items.

Motion by Council Member Stewart, seconded by Council Member Coy, to approve as recommended. The motion prevailed by the following vote:

Ayes: Tate, Spencer, Stewart, Freed, Lease & Coy
Nays: None
Absent: Wilbanks

ITEM 8. TEMPORARY USE PERMIT APPLICATION, "HAUNTED CIRCUS" SBHC OF TEXAS, LLC

Development Services Director Scott Williams presented the Temporary Use Permit Application submitted by SBHC of Texas, LLC for a "Haunted Circus" on property located at 3580 North Grapevine Mills Boulevard on Lot 5A, Block 1, Grapevine Mills Crossing.

The Zoning Ordinance allows Council to consider carnivals, circuses, and other specified temporary uses for a period not to exceed 30 days. The applicant, Mr. James Gresham, has proposed operating the "Haunted Circus" from October 4, 2013 to November 2, 2013; with the hours of operation from 7 p.m. to midnight, and the event will be open on Fridays, Saturdays and the entire week prior to Halloween. The operation will consist of multiple structures which will include mazes with animatronics; indoor and outdoor speakers, and a DJ playing music. Required parking for the event is 218 spaces, a visual inspection found 308 available, and will be located at the shopping center to the west of Lot 5A. Concessions will be sold, but no alcoholic beverages will be allowed on the premises.

Motion by Council Member Freed, seconded by Council Member Coy, to approve the temporary use permit as presented. The motion prevailed by the following vote:

Ayes: Tate, Spencer, Stewart, Freed, Lease & Coy
Nays: None
Absent: Wilbanks

CONSENT AGENDA

The next order of business for the City Council to consider was the consent agenda items, which were deemed to need little or no discussion and were acted upon as one business item. Mayor Tate asked if there was any member of the audience or the City Council who wished to remove an item from the consent agenda for full discussion. There were none.

Item 9. Change October 1, 2013 City Council Meeting Time

City Secretary recommended approval of changing the time of the October 1, 2013 City Council meeting to 5:00 p.m. to allow the City Council to attend the neighborhood National Night Out functions.

Motion by Council Member Stewart, seconded by Council Member Coy, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Stewart, Freed, Lease & Coy

Nays: None

Absent: Wilbanks

Item 10. Resolution, Declare Items as Surplus Property

Administrative Services Director recommended approval of a resolution declaring certain items as surplus property and authorizing the sale through public auction.

Motion by Council Member Stewart, seconded by Council Member Coy, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Stewart, Freed, Lease & Coy

Nays: None

Absent: Wilbanks

RESOLUTION NO. 2013-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GRAPEVINE, TEXAS, DECLARING CERTAIN PROPERTY
AS SURPLUS PROPERTY AND PROVIDING FOR THE
AUTHORIZATION TO DISPOSE OF SAID PROPERTY AT
AUCTION AND PROVIDING AN EFFECTIVE DATE

Item 11. Ordinance, Amend Grapevine Code of Ordinances, Chapter 25 Utilities and Services, Article III Solid Waste Disposal relative to Solid Waste and Recycling Collection Rates

Public Works Director recommended approval of an ordinance amending the Grapevine Code of Ordinances, Chapter 25 Utilities and Services, Article III Solid Waste Disposal, Section 25-97 Service Rates–Schedules to reflect adjustments to the commercial and

residential solid waste and recycling collection rates. The Franchise Agreement provides for the establishment of residential and commercial rates on an annual basis prior to October 1. Republic has requested the rate adjustment be effective October 1, 2013.

Motion by Council Member Stewart, seconded by Council Member Coy, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Stewart, Freed, Lease & Coy
Nays: None
Absent: Wilbanks

ORDINANCE NO. 2013-36

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AMENDING THE GRAPEVINE CODE OF ORDINANCES, CHAPTER 25 UTILITIES AND SERVICES, ARTICLE III SOLID WASTE DISPOSAL, SECTION 25-97 SERVICE RATES--SCHEDULES; PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 12. Renew Bid 390-2012 Tree Maintenance Services Annual Contract

Parks & Recreation Director recommended approval to renew Bid 390-2012 Tree Maintenance Services Annual Contract with Arbor Masters Tree Service as the primary vendor and Preservation Tree Service as the secondary vendor. Funding for this purchase is limited to the budgeted amount by each department in an annual estimated amount of \$275,000.00.

Motion by Council Member Stewart, seconded by Council Member Coy, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Stewart, Freed, Lease & Coy
Nays: None
Absent: Wilbanks

Item 13. Consideration of Minutes

City Secretary recommended approval of the minutes of the June 27 and July 16, 2013 City Council meetings as published.

Motion by Council Member Stewart, seconded by Council Member Coy, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Stewart, Freed, Lease & Coy
Nays: None
Absent: Wilbanks

ADJOURNMENT

Council Member Spencer, seconded by Council Member Lease, offered a motion to adjourn the meeting at 8:24 p.m. The motion prevailed by the following vote:

Ayes: Tate, Spencer, Stewart, Freed, Lease & Coy

Nays: None

Absent: Wilbanks

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 3rd day of September, 2013.

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary