

AGENDA
CITY OF GRAPEVINE, TEXAS
REGULAR CITY COUNCIL MEETING
TUESDAY, JULY 1, 2014
GRAPEVINE CITY HALL, SECOND FLOOR
200 SOUTH MAIN STREET
GRAPEVINE, TEXAS 76051

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

CALL TO ORDER: 6:30 p.m. - City Council Chambers

CANVASS ELECTION

1. Canvass the results of the June 21, 2014 City Officer Runoff Election for Council Place 6; consider a **resolution** declaring the results and take any necessary action.

OATH OF OFFICE

2. City Secretary to administer the Oath of Office to newly elected Council Member Place 6 Duff O'Dell.

PRESENTATION

3. Mayor Tate to recognize Council Member Roy Stewart for his 18 years of service to the City of Grapevine.

EXECUTIVE SESSION

4. City Council to recess to the City Council Conference Room to conduct a closed session relative to:
 - A. Personnel relative to Fire Chief appointment, employment and duties under Section 551.074, Texas Government Code.

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

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

5. Discuss golf carts on City streets.
6. Discuss process of appointing board and commission members.

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

INVOCATION: Council Member Mike Lease

PLEDGE OF ALLEGIANCE: Cub Scout Pack 817

CITIZENS COMMENTS

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

PRESENTATION

8. Briefing on hotel occupancy tax rate changes.

NEW BUSINESS

9. Elect a Mayor Pro Tem for 2014-2015 and take any necessary action.
10. Consider award of an Architectural Services Contract to ArchiTexas for design of a storage addition to the Convention & Visitors Bureau Headquarters building and take any necessary action.
11. Consider a **resolution** authorizing the purchase and installation of two precast restroom facilities for the Golf Course from CXT Incorporated through an established Cooperative Agreement with the State of Texas CO-OP Purchasing Program 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.

12. Consider renewal of the annual contracts for plants and trees with Southwest Wholesale Nursery and Unique Landscaping, Inc. Parks & Recreation Director recommends approval.
13. Consider a **resolution** authorizing the roof replacement on the Dove Park North Pavilion by InSite Amenities through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard). Parks & Recreation Director recommends approval.
14. Consider a **resolution** authorizing the sole source purchase of a pump for the Denton Creek Lift Station from Wilo/Environmental Improvements Inc. Public Works Director recommends approval.
15. Consider a **resolution** declaring certain items as surplus property and authorizes their sale through public auction. Administrative Services Director recommends approval.
16. Consider a **resolution** authorizing the purchase of 26 Getac tablet computers from PCS Mobile through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program. Police Chief recommends approval.
17. Consider the minutes of the June 17, 2014 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 conclusion of the executive session.

ADJOURNMENT

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

In accordance with the Open Meetings Law, Texas Government Code, Chapter 551, I hereby certify that the above agenda was posted on the official bulletin boards at Grapevine City Hall, 200 South Main Street and on the City's website on June 27, 2014 by 5:00 p.m.


Jodi C. Brown, City Secretary



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER
MEETING DATE: JULY 1, 2014
SUBJECT: RESULTS OF CITY OFFICER RUNOFF ELECTION

RECOMMENDATION:

Canvass the June 21, 2014 City Officer Runoff Election for City Council Place 6 and consider a resolution declaring the results of the runoff election.

BACKGROUND:

As of June 1, 2014, there were 28,951 registered voters in the City. The runoff election was held at the Grapevine Convention Center, 1209 South Main Street, on Saturday, June 21, 2014, with citizens casting a total of 1,648 votes (5.69%) for the following candidates:

Council, Place 6	LuAnn Chapman Gatts	672
	Duff O'Dell	972
	Under Votes	4

The official results for the runoff election will not be issued by the Tarrant County Election's Office until Monday, June 30. The Council will be provided a copy of the official results and proposed resolution at Tuesday's meeting. Following the canvass, Place 6 Council Member-elect Duff O'Dell will be sworn in.

jcb

Cumulative Report — Unofficial
Tarrant County — Joint Runoff and Special Elections — June 21, 2014

Page 1 of 1

CC ITEM #1
06/21/2014 09:45 PM

Total Number of Voters : 5,831 of 85,987 = 6.78%
 Number of District Voters: 1,648 of 28,951 = 5.69%

Precincts Reporting 26 of 26 = 100.00%
 District Precincts Reporting 1 of 1 = 100.00%

Party	Candidate	Early		Election		Total	
Council, Place 6 City of Grapevine, Vote For 1							
	LuAnn Chapman Gatts	475	38.90%	197	46.57%	672	40.88%
	Duff O'Dell	746	61.10%	226	53.43%	972	59.12%
Cast Votes:		1,221	99.67%	423	100.00%	1,644	99.76%
Over Votes:		0	0.00%	0	0.00%	0	0.00%
Under Votes:		4	0.33%	0	0.00%	4	0.24%

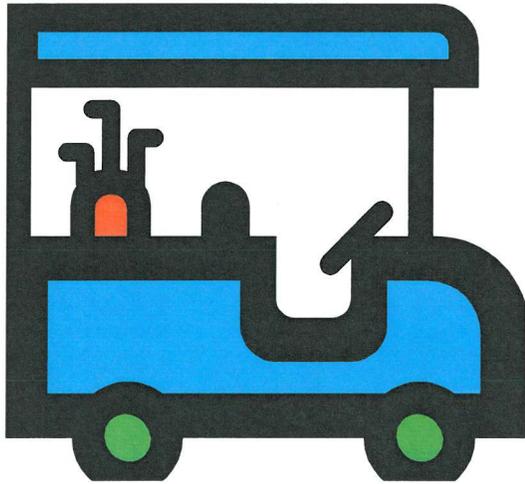
Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	1,648	28,951	5.69%

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: JULY 1, 2014
SUBJECT: WORKSHOP – GOLF CARTS ON PUBLIC HIGHWAYS

Currently, operation of golf carts on public roadways in Grapevine is prohibited by law because no neighborhood in Grapevine meets state criteria for automatic allowance of golf carts.

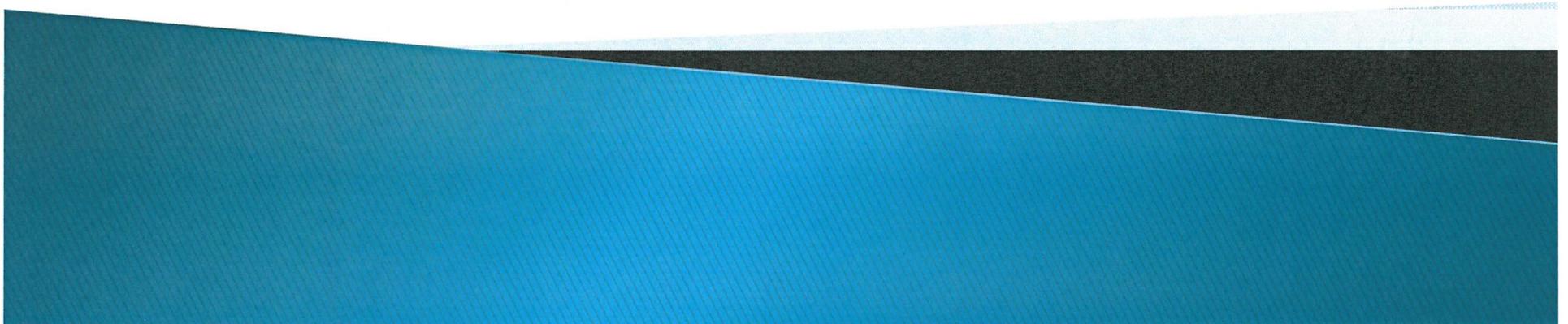
The City Council has received a request/petition to allow the operation of golf carts on public roadways pursuant to the Texas Transportation Code that states that the governing body of a municipality may allow an operator to operate a golf cart on all or part of a public highway that is in the corporate boundaries of the municipality; and has a posted speed limit of not more than 35 miles per hour. A golf cart operated under this section of the Code must have headlamps, tail lamps, reflectors, parking brake and mirrors.

Attached is a PowerPoint presentation for the workshop that attempts to inform Council of both Lakview residents' requests and their arguments for a new ordinance and the safety concerns of the Police Department on public roadways with the operation of carts.



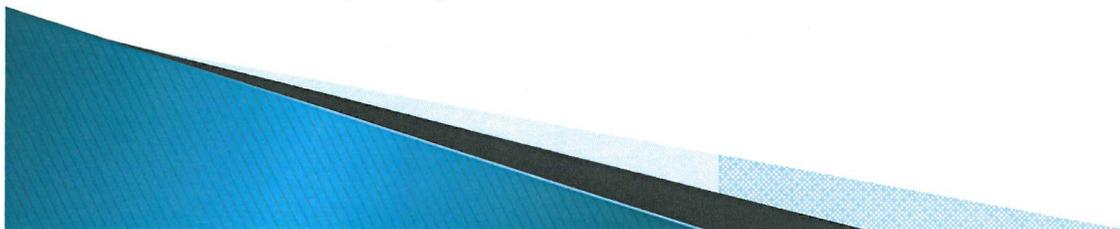
Golf Carts on Public Roadways

City Council Presentation
July 1, 2014



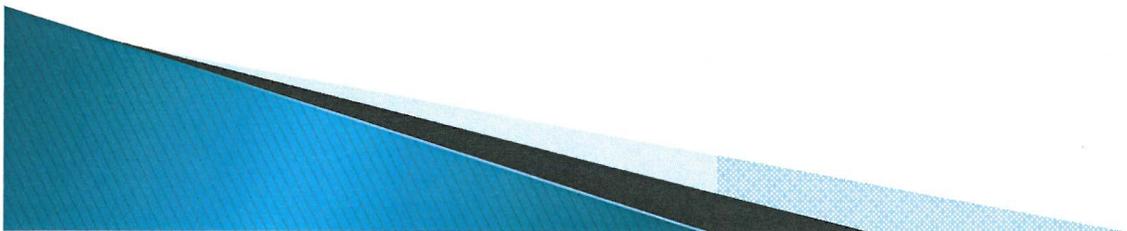
Lakeview Resident Petition

- ▶ Residents request City Council to allow the use of golf carts in their neighborhood because:
 - Effective way for elderly to get around
 - Energy efficient mobility
 - Valuable tool for neighborhood crime watch
 - Brings neighbors together
 - Eases parking concerns on narrow streets
 - Affordable
 - Easy way to pick up trash
 - Transportation to/from boat ramps & City fireworks display



Current City Guidelines

Operation of golf carts on all public roadways is prohibited by law because no neighborhood in Grapevine meets Texas Transportation Code criteria for automatic allowance of golf carts.

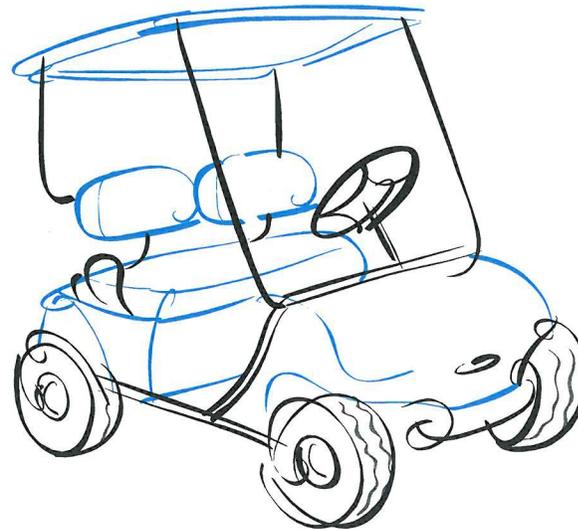


Texas Transportation Code

- ▶ Section 551.403 provides that a municipality may allow the use of golf carts on all or part of a public highway that:
 - is in the corporate boundaries of the city; and
 - has a posted speed limit of not more than 35 mph

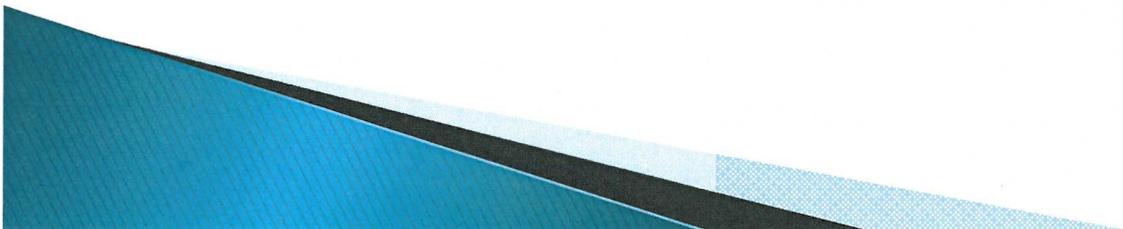
A golf cart must have the following equipment:

- Headlamps
- Taillamps
- Reflectors
- Parking brake
- Mirrors



Allowed in Other Cities?

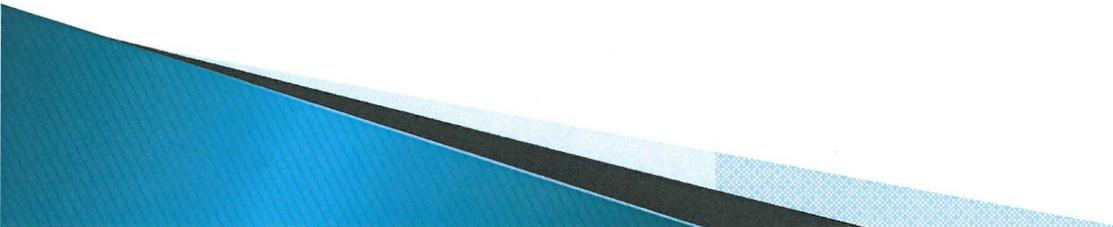
- ▶ Trophy Club and Galveston allow limited use of golf carts
- ▶ Permits and inspections are administered through the Police Department
- ▶ Must provide liability insurance
- ▶ Permit cost is \$25 and fines are in place if a violation of any part of the ordinance occurs
- ▶ Galveston has specific designated areas/streets where golf carts are prohibited



Safety Statistics

- ▶ Research Institute at the Nationwide Children's Hospital logged 148,000 golf cart related injuries
 - ▶ 15,000 sent to emergency rooms for injuries sustained in golf cart accidents with a majority related to braking, rollover and/or passenger ejection
 - ▶ Lightweight frames with an average weight between 800–1400 pounds is no match when involved in a crash with a typical passenger vehicle or pick-up
 - ▶ Golf cart fatalities will continue to rise if allowed to operate on public streets
- 

City Staff Analysis

- ▶ Golf carts are not designed to operate on public roadways
 - ▶ Golf cart manufacturers sell them without any basic safety features such as horns, turn signals, seatbelts, roll bars, highway approved tires and brakes
 - ▶ No provision under existing law that requires registration or safety inspection
 - ▶ Burden to monitor, register & inspect would be placed on Police personnel
- 

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: JULY 1, 2014
SUBJECT: WORKSHOP – BOARD AND COMMISSION APPOINTMENT
PROCESS

Mayor Tate has requested the City Council review the board and commission appointment process and provide direction to Staff for scheduling the 2014-15 interviews and appointments.

BOARD AND COMMISSION APPOINTMENT PROCESS



TODAY'S PROCESS

- Advertise vacancies
- Notify incumbents of expiring terms
- Accept applications for vacant positions
- Interview new applicants
 - 3 Council Member panels
 - Leisure Group: Building Board of Appeals, Convention & Visitors Bureau Advisory Board, Golf Advisory Board, Heritage Foundation, Historic Preservation Commission, Parks & Recreation Board
 - Zoning Group: Animal Shelter Advisory Committee, Board of Zoning Adjustment, Library Board, Planning & Zoning Commission, Senior Citizens Advisory Board
- Council Liaison recommends appointments
- Council makes appointments

WHAT DO OTHER CITIES DO?

City	City Council Liaisons for B&C?	Are Liaisons voting members?	Who makes appointments? Liaisons or Council	Who interviews applicants?	Does Liaison make recommendation?
Bedford	All but P&Z, ZBA and Building and Standards	No	City Council	Entire Council	No formal recommendation
Colleyville	No	n/a	City Council	Entire Council	n/a
Coppell	Yes	No	City Council	2 representatives from Council and liaison	No formal recommendation
Eules	Only Teen Court	No	City Council	Entire Council	n/a
Flower Mound	No	n/a	City Council	Entire Council	n/a
Hurst	Only for some boards	No	City Council	Entire Council	No formal recommendation
Keller	Economic Development Board and Keller Development Corporation	Yes	City Council	Entire Council	n/a
Southlake	No	n/a	City Council	Entire Council	n/a

QUESTIONS TO CONSIDER

- Keep panel interviews or interview with full Council?
- Interview all applicants or only new applicants?
- Conduct interviews on City Council meeting nights or another day/night?
- Consider a change in the role of liaisons in the appointment process?

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: JULY 1, 2014
SUBJECT: PRESENTATION - HOTEL OCCUPANCY TAX RATE

As discussed with the City Council during the TXP report on Economic Development recommendations, staff will present changes to the Code of Ordinances regarding the hotel occupancy tax rate.

A presentation previously shared with the CVB Advisory Board will be presented by staff.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: JULY 1, 2014
SUBJECT: ELECTION OF MAYOR PRO TEM

RECOMMENDATION:

City Council to elect a Mayor Pro Tem for 2014-2015 and take any necessary action.

BACKGROUND INFORMATION:

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

jcb

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: JULY 1, 2014
SUBJECT: ARCHITECTURAL SERVICES FOR THE CONVENTION &
VISITORS BUREAU HEADQUARTERS BUILDING STORAGE
ADDITION.

RECOMMENDATION:

The Executive Director recommends the City Council to consider awarding an Architectural Services contract to ArchiTexas for design of a storage addition to the Convention & Visitors Bureau Headquarters building for an amount not to exceed \$23,400 in professional fees. See attached proposal.

FUNDING SOURCE:

Funds are available in the Capital Improvement Project account # 179-79176-000.

BACKGROUND

ArchiTexas was approved May 19, 2009 by Council to perform the architectural professional services on the original building. To control costs the original footprint for the building was reduced and thus much of the storage that supports the Grand Hall was eliminated.

Because ArchiTexas was the original architect and demonstrated their competence and qualifications through the original contract, we have negotiated the attached contract proposal per Sec. 2254.003 for Council to consider.

The contract proposal provides for a maximum fee of \$23,400 for the defined scope of work and lists reimbursable expenses and hourly rates for additional services beyond the defined scope of work.

EK



ARCHITEXAS

Architecture, Planning and Historic Preservation, Inc

May 20, 2014

Mr. Paul W. McCallum
Executive Director
Grapevine Convention and Visitor's Bureau
636 S. Main Street
Grapevine, Texas 76051

Re: Proposal for Architectural Services - CVB Addition

Dear P.W.:

ARCHITEXAS (**AT**) is pleased to submit this proposal for developing the architectural concept design and contract documents for an addition to the City of Grapevine's Convention and Visitor's Bureau. It is our understanding that the general scope of work is:

- To design a second floor storage addition on the north of the Grand Ball Room.
- The storage room will be approximately 2,000 square feet and will be primarily for tables and chairs serving the ball room.
- Additional secured storage will be provided within the addition for promotional items, etc.
- The addition will be elevated over the existing parking lot.
- The addition will tie into the building's existing structural and MEP systems.
- The addition will match the architectural design of the CVB's interior parking lot facades.
- The project delivery will be a competitive bid.
- This proposal is for architectural, structural, and mechanical-electrical-plumbing services only.

Scope of Services

PHASE 1 - Design Services

Design Development

The Design Development phase will be based on the above described scope. During this phase **AT** will review the existing construction of the CVB to coordinate the tie-in of the addition. **AT** will develop the design of the addition's plan and elevations, select finishes and fixtures, and coordinate structural and MEP requirements of the project. The Design Development drawings will include plans, elevations, a building section and outline specifications. **AT** will review the design development drawings with the client and will make adjustments as required to conform to the program. **AT** will coordinate with the project's cost estimator to produce the project budget based on the Design Development package.

Contract Documents

Using the approved Design Development drawings, **AT** will complete a set of drawings and specifications suitable for use by a qualified general contractor for bidding, permitting, and constructing the project. The drawings and specifications will illustrate the architectural, structural and MEP scope of work and will include floor plans, exterior elevations, building sections, door schedules, window schedules (if needed), finish schedules, structural foundation and framing plans and details, and MEP diagrams and schedules.

PHASE 3 – Construction Administration Services

Bidding & Negotiations and Permitting

AT will assist the City of Grapevine with obtaining bids, negotiated proposals and preparing bid documents, including addenda and responding to contractors' bidding questions. **AT** will attend a pre-bid meeting and review bidding information and assist in evaluating the qualifications and proposals. Finally, **AT** will assist with the permitting process, including attending review meetings with city code officials.

Construction Administration

AT will provide Construction Administration Services to ensure that the project is being executed per the Contract Documents. Services will include scheduled site visits and progress meetings at intervals appropriate to the progress of work, review and approval of shop drawings, observation of the work to certify compliance with the drawings and specifications, responding to the contractor's Request for Information, review and approval of the general contractor's monthly payment draw requests and other responsibilities outlined in AIA Document B101-2007, Standard Form of Agreement Between Owner and Architect.

Compensation

ARCHITEXAS proposes to provide the above described services for a maximum fee of **\$23,400**, billed hourly at the hourly rates listed below and on the attached proposal letters from our consultants.

Hourly Rates for Additional Architectural Services:

Senior Principal	\$	180.00
Principal	\$	150.00
Architect/Designer	\$	110.00
Senior Historic Preservation Specialist	\$	110.00
Intern Architect/Designer	\$	75.00
Intern Historic Preservation Specialist	\$	75.00
Administrative	\$	60.00

City of Grapevine - CVB Addition
 May 20, 2014
 Page 3

ARCHITEXAS is excited about the continuing our relationship with the City of Grapevine, and we look forward to getting started. If this proposal is acceptable, we will prepare our standard form contract for your review and approval. Please let me know if you have any question regarding this proposal or any of the services listed herein.

Sincerely,



John P. Allender, AIA, LEED AP BD+C
 Principal

Exclusions

Architectural work other than that described in this proposal will be invoiced at the below hourly rates, upon owner's approval. Additional services for consultants will be billed at the hourly rates described in the respective proposals attached.

Hourly Rates for Additional Architectural Services:	
Senior Principal	\$ 180.00
Principal	\$ 150.00
Architect/Designer	\$ 110.00
Senior Historic Preservation Specialist	\$ 110.00
Intern Architect/Designer	\$ 75.00
Intern Historic Preservation Specialist	\$ 75.00
Administrative	\$ 60.00

Reimbursable Expenses

Reimbursable expenses necessary to perform the above services will be invoiced in addition to the Professional Fees. Reimbursable expenses incurred for each 30-day billing period will include a 1.1 times cost multiplier to compensate for book keeping, and will be submitted with the invoice for that billing period. Reimbursable expenses are estimated to be no greater than 10% of the base fee and include, and may include the following:

- Photographic materials and reproduction
- Agency fees
- Plotting, scanning and reproduction
- Mileage @ 0.60 cents/mile
- In-house printing (printing, copying, and plotting, fax)
- Postage and other delivery charges
- Travel, lodging and meals
- Mechanical lifts or cranes
- Other expenses directly associated with delivery of the work

Testing, Surveys and Reports: *AT does not provide for hazardous materials or geo-technical testing and reports. It is the owner's responsibility to provide these reports. A detailed survey of the site will be required to document the site boundaries, topography, utilities, improvements (buildings, roads and paving), significant trees and any easements that may exist.*

Presentation renderings and models: *In addition to the drawings referenced in the proposed services, three dimensional renderings, animated fly-throughs and physical models can be prepared to help communicate the design intent to a broader audience. A separate proposal for presentation material will be submitted at the owner's request.*

Proprietary Information

All portions of this proposal are considered by the ARCHITEXAS team to be trade secrets and proprietary information which if released without ARCHITEXAS' permission, would give advantage to competitors. As such, these records are exempt from disclosure under Section 3(A)(4) and 3(A)(10) of the Texas Open Records Act. Release and utilization of this proposal shall be only under conditions established with the ARCHITEXAS team.



2105 COMMERCE STREET, DALLAS, TEXAS 75201
214 752 9098 PHONE
JQENG.COM

05.20.14

Mr. John Allender, AIA
Principal
Architexas
1907 Marilla St., 2nd Floor
Dallas, Texas 75201

Re: Proposal – Scope of Structural Engineering Services and Compensation (Part I) – Revision 1
Grapevine Convention and Visitor Bureau Addition, Grapevine, Texas

Dear Mr. Allender,

We are pleased to express our interest in providing structural engineering services for the referenced project and offer the following proposal for your consideration.

SCOPE OF PROJECT

We understand the scope of the project to be an 2,000 square foot building addition to the 2nd floor of the existing building located at the NW corner of Hudgins St. and S. Main St., in Grapevine, Texas. The addition will be elevated over the parking spaces and will tie into the existing 2nd floor structure.

SERVICES

Our services will include the following:

1. Participate in establishment of structural design criteria and determination of the primary structural framing scheme.
2. Engineering calculations for the design of the primary structural frame. Foundations will be designed and detailed in accordance with the recommendations in a Geotechnical Report prepared specifically for this site.
3. Preparation of construction drawings for the structural portions of the work.
4. Preparation of a BIM model produced to Level of Development 300 per AIA E202 with Autodesk Revit Structure. This model is only for the purposes of A/E coordination, generation of construction documents and clash detection with major structural elements, with the exception

that the model may not be suitable for the creation of shop drawings. Items to be included in the structural model include: columns, load-bearing walls, beams, slabs, braces, and foundations.

5. Preparation of structural specifications.
6. Assist the Architect in designing and detailing of miscellaneous metal fabrications for the items noted below. Detailing and specification of these items will be the responsibility of the Architect:
 - a. Cold formed metal framing (CFMF): Preliminary member sizes will be provided for detailing purposes only.
7. Provision of structural performance requirements for the following items to be included in the performance specifications being prepared by others:
 - a. Performance specified steel framing
 - b. Cold-formed metal framing at exterior and interior conditions
 - c. Inserts, embeds, and hangers for mechanical, electrical, and plumbing hanging pipes, conduits, cable trays and equipment.
8. Preparation of addenda as required during bidding period, and answering questions regarding structural plans and specifications.
9. Attendance at one pre-bid meeting.
10. Construction administration:
 - a. Two (2) site visits and/or construction administration and/or pre-construction meetings, including the preparation of observation reports.
 - b. Review of structural shop drawings and submittal data.
 - c. Review and respond to RFI's
 - d. Preparation of ASI's and change orders.
 - e. Review of change orders
 - f. Review of testing laboratory reports

Services excluded from basic services:

1. Design and detailing of sitework including paving, sidewalks, flag and light foundations, retaining walls, bollards, dumpster pads, sign foundations, site sculpture foundations, etc., unless specifically included above.
2. Structural engineering design and detailing of specialty engineered building systems including but not limited to the following performance specified items:
 - a. Performance specified steel framing
 - b. Cold-formed metal framing at exterior and interior conditions
 - c. Metal stairs
 - d. Outdoor sports courts, swimming pools, and swimming pool decks
3. Design, detailing, coordination, or layout of embeds or inserts for the support of mechanical, electrical, or plumbing hanging piping, conduits, cable trays, or other equipment.

4. BIM modeling of all items not explicitly included in the AIA E202 “Level of Development” listed in the scope above. These excluded items include, but are not limited to: Miscellaneous steel, reinforcing, misc. steel “kicker” braces, channel frames, slab recesses, non-load bearing walls, exterior wall façade and fenestration, pre-engineered metal buildings, underground utilities.
5. Opinions of probable construction costs.
6. Geotechnical investigations and material testing.
7. Fast track production of structural drawings ahead of the architectural and MEP drawings.
8. Detailing or specification of waterproofing or dampproofing. JQ may graphically indicate these items as appropriate and designate these items as work specified elsewhere in the Construction Documents.
9. Construction administration:
 - a. Additional site visits beyond the number listed above.
 - b. Review of formwork and shoring drawings.
 - c. Updating or provision of the BIM model for construction coordination.
 - d. Review of embeds, inserts and/or hangers and accessories for hanging fire suppression piping and equipment.
 - e. Preparation of record documents.
10. Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code).
11. Assistance with the permitting process.
12. Testing of existing in place materials or framing systems to determine strengths, properties of materials or similar information.
13. Field measurements of existing structures or framing. Existing structures or framing will be depicted in accordance with existing documents provided by others.

FEES

We propose to provide engineering services at the hourly rates shown below to a maximum fee of \$8,500.00 plus reimbursable expenses.

Principal / Partner	\$200.00 / hour
Senior Project Manager	\$165.00 / hour
Engineering Technical Lead	\$180.00 / hour
Project Manager	\$145.00 / hour
Senior Project Engineer	\$125.00 / hour
Project Engineer	\$110.00 / hour

Professional Services Agreement
Grapevine Convention and Visitors Bureau Addition, Grapevine, Texas
Architexas
5.20.14

Part I – Scope of Structural Engineering Services and Compensation

Page 4 of 9

Senior Technician	\$100.00 / hour
Technician	\$80.00 / hour
Administrative	\$70.00 / hour

REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced at 1.10 times net cost to JQ. Reimbursable expenses include:

- Reprographic and photographic services.
- Delivery service charges.
- Authorized sub-consultant fees.

PAYMENT SCHEDULE

Invoices for progress payments of the basic fee will be billed each month for services performed during the prior month.

If this proposal is acceptable, please sign Part I and return one copy to our office. Signature of Part I also acknowledges and accepts the terms and conditions set forth in Part II of this proposal. These documents will serve as our contract for this project unless superseded by a standard form agreement. We appreciate your consideration and look forward to working with you.

Sincerely,
JASTER-QUINTANILLA DALLAS, LLP



John Hoenig, PE
Principal

Accepted by:

Architexas

Date

**JASTER-QUINTANILLA DALLAS, LLP
PROFESSIONAL SERVICES AGREEMENT**

PART II - TERMS AND CONDITIONS

WHEREAS: This Professional Services Agreement is made and entered into between Architexas (Client) and Jaster-Quintanilla Dallas, LLP (Engineer) a Texas Limited Liability Partnership. This Agreement consists of two parts: Part I - Proposal - Scope of Services and Compensation. Part II - Terms and Conditions

ARTICLE 1: PROFESSIONAL SERVICES

1.1 **Services.** In connection with the property described in the Proposal ("Property"), Engineer shall render the professional services ("Services") for the project described in the Proposal ("Project") as outlined in the Proposal and any Amendments.

1.2 **Agreement.** The Professional Services Agreement includes the Proposal dated May 20, 2014, Amendments to the Proposal, and these Terms and Conditions (collectively, the "Agreement").

ARTICLE 2: PROPOSALS

2.1 **Scope.** The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific services. Any services not specifically identified in the Proposal are excluded unless added as additional services with additional compensation to Engineer.

2.2 **Acceptance of Agreement.** Client shall authorize and Engineer shall commence work upon Engineer's receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Engineer extends the time in writing; or (2) at the sole option of Engineer, Engineer accepts Client's oral authorization to proceed with the services, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Engineer's performance of the services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization and the effective date of the Agreement is the date of the Proposal.

ARTICLE 3: CHANGES

3.1 **Changes.** The Engineer and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to services to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 **Regulatory Changes.** In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

ARTICLE 4: THE TERM

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement. Engineer will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Engineer shall not be liable or responsible for any delays caused by circumstances beyond Engineer's control.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work. Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; architectural or other engineering design documents, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon the accuracy of in performing its Services.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)' applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4. **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by the Engineer regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Engineer. ANY REUSE, CHANGE OR ALTERATION OF THE DOCUMENTS BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE ENGINEER, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ENGINEER'S ALLEGED

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NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.

5.5. **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that may be required by law to give to governmental entities.

5.6. **Laboratory Services.** In performing services, Engineer may make use of an independent testing laboratory. Certain testing or laboratory services are the responsibility of Client or third parties. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services and Engineer will rely on the accuracy of the testing or laboratory services.

5.7. **Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.8. **Site Visit.** All conclusions, opinions and recommendations will be based upon site conditions at the Property as they existed at the time of Engineer's site visit. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate the Engineer to perform construction administration services.

5.9. **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10. **Construction Observation.** If construction phase services are included in the Services, the Engineer shall periodically visit the Project during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous Project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). Regardless of the inclusion of construction phase services as part of the Services, any use of the word "inspect" in any communication relating to services provided by the Engineer is understood to mean a general visual observation and not a detailed, scrutinized investigation of the site or the contractor's work.

5.11. **No Responsibility for Contractor's Work or Safety.** The Engineer does not guarantee the performance of, and shall have no

responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). Engineer shall not be responsible for any contractor's failure to comply with any laws, regulations, standards or ordinances relating to the contractor's performance of its work.

5.12. **Permits.** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Before Engineer performs the Services, Client will provide Engineer evidence satisfactory to Engineer that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Engineer copies of any such permits or any such notices, together with any other relevant information that will alert Engineer to the requirements of such permits, approvals, or notifications.

5.13. **Standard of Care.** In providing services under this Agreement, the Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

5.14. **Third-Part Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer'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 the Engineer because of this Agreement or the performance or nonperformance of services hereunder. The Client and the Engineer agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

5.15. **Accessibility Compliance.** Various federal and state statutes such as the Americans with Disabilities Act, Fair Housing Act and Texas Architectural Barriers Act may be applicable to the design and construction of the Project. Notwithstanding anything to the contrary in this Agreement, Engineer does not represent, warrant or guaranty that the Engineer's design will comply with all interpretations of these statutory requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project.

5.16. **Fast-Track Projects.** This clause 5.16 only applies if a fast track process is identified as part of the scope of Engineer's Services or is required due to changes in the Project after the effective date of the Agreement. In consideration of the benefits to the Client of employing the fast track process in which some of the Engineer's Services overlap the construction work and are out of sequence with the traditional project delivery method, and in recognition of the inherent risks of fast tracking, including but not limited to design conflicts and errors and omissions, Client agrees to waive all claims against the Engineer for damages or costs relating to design changes

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and modification of portions of the contractor's work due to the Client's decision to employ the fast track process. Client further agrees to compensate Engineer for all Additional Services that arise as a result of the fast track process.

ARTICLE 6: COMPENSATION FOR SERVICES

6.1 **Compensation for Services.** Engineer's compensation for services shall be set forth in individual Proposal(s).

6.2 **Compensation.** Client agrees to pay Engineer for Services in accordance with the Agreement. Expenses directly related to these Services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a ten percent (10%) markup on cost, unless these costs have been included in individual proposals.

6.3 **Payments.** Engineer will invoice Client monthly in accordance with the terms and conditions of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to promptly pay Engineer at its office at 2105 Commerce Street, Dallas, Texas 75201, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.4 **Sales and Use Tax.** Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to the Sales Tax. Sales Tax shall be per the current applicable governing authority tax rates. In the event subsequent taxes are levied by Federal, State, or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.5 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.6 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.7 **Attorney's Fees.** In the event Engineers' invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

6.8 **Contractual Lien.** In the event the Client is the owner, or agent of the owner, of the Property (fee and/or leasehold estate), Client grants to Engineer a contractual lien, in addition to all statutory and other liens that may exist, on the Property and improvements thereon where the Project is located to secure payment for all debts owed, now or in the future, to Engineer by Client including those arising as a result of Engineer's services provided under this Agreement. Client grants Engineer the authority and right to file a

copy of this Agreement in the public records of the county or counties where the Project is located to give notice of Engineer's lien rights.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement. Such termination shall release Engineer from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s).

Client waives any and all claims it has against Engineer arising out of termination of this Agreement by Engineer. Client waives any and all claims, causes of action, or damages that it has or may have against Engineer for failure to perform further services under this or any other Agreement with Client.

7.2 **Compensation in Event of Termination.** Upon termination by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor.** It is understood that the relationship of Engineer to Client shall be that of an independent contractor at all times during the performance of this agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9: LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE ENGINEER'S TOTAL RECEIVED FEE NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY THE CLIENT OR BY ENGINEER, THEIR EMPLOYEES, AGENTS, SUBCONSULTANTS, OR SUBCONTRACTORS. CONSEQUENTIAL

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DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT.

9.2 **No Certification.** Engineer shall not be required to sign any documents that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Asbestos or Hazardous Materials.** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Engineer's Services, Engineer may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.

9.4 **Delays.** Engineer is not responsible for delays caused by factors beyond Engineer's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Engineer's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Engineer's reasonable control occur, the Client agrees Engineer is not responsible for damages, nor shall Engineer be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Engineer is delayed by the Client and such delay exceeds thirty (30) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

9.5 **Project Enhancement.** If, due to Engineer's error or omission, any required item or component of the Project is omitted from Engineer's documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Engineer be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.

10.2 **Modifications.** No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Engineer other than one of its officers, and then only in writing.

10.3 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.4 **Venue.** Engineer and Client agree that the services will be performed or partially performed in Dallas County, Texas, and the venue of any action under the Agreement shall be exclusively in Dallas County, Texas.

10.5 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 **Construction of Agreements.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.7 **Successor and Assigns.** Client, for himself and partners, if any, and Engineer, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Engineer. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Engineer harmless for any and all claims, causes of action, and damages that may arise against Engineer if the representations contained in this Paragraph are not correct.

Nothing in Agreement restricts Engineer's ability to hire subcontractor in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless the Engineer gives Client prior and specific written approval.

10.8 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve all disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of

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the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.9 **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.10 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations,

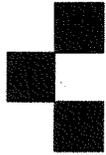
drawings, specifications, or professional advice. Any warranties or guarantees contained in any purchase orders, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.11 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.12 **Corporate Liability.** Client understands and agrees that Engineer is a business entity that has contracted to perform services and any services provided by Engineer's employees, agents, partners, members or officers are not provided in their individual capacity. Client will not make any claim or demand against any of Engineer's employees, officers, directors, members, partners or affiliated business entities.

10.13 **Confidentiality.** If Client or Engineer receives information specifically designated by the other party as confidential, the receiving party shall keep such information confidential and shall not disclose it to any person, except to those who need to know such information for the Project. This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Client or Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other authority with proper jurisdiction, or if it is reasonably necessary for the Client or Engineer to defend itself from any suit or claim.

END OF PROFESSIONAL SERVICES AGREEMENT



BLUM CONSULTING ENGINEERS, INC.

Ken Smith
Jeffrey Long
David Hang

May 16, 2014

Mr. John P. Allender, AIA, LEED AP BD + C
Architexas
1907 Marilla, 2nd Floor
Dallas, Texas 75201

RE: Grapevine – Storage Room

Dear John:

We are pleased to provide this Proposal for MECHANICAL (HVAC, Plumbing and Fire Protection) and ELECTRICAL ENGINEERING Services in response to your request.

Based on our telephone conversation, I understand the project will include the addition of a 2,000 SF storage area on the Grapevine Convention and Visitors Bureau. The storage room will be elevated with parking below.

Scope of MECHANICAL and ELECTRICAL ENGINEERING Services will include:

- A. "On site" survey of existing facility to existing conditions/installation, capacities and/or limitations, equipment operation, etc.
- B. Preparation of Mechanical and Electrical Construction Documents (plans and specifications) which will include the normal design phases (with associated approvals, i.e., as described in AIA C141), attendance at scheduled meetings, coordination, etc. Documents will be suitable for bid/pricing and construction.
- C. Construction Phase:
 1. Review of shop drawing/submittal data and provide assistance in interpreting Construction Documents.
 2. Periodic visits to the site for observation of the work with companion report (we have assumed two (2) site visits).

This Proposal is based on the following assumptions/clarifications:

1. Construction Documents will be CADD prepared. PDF's will be provided by us for reproduction and distribution by the Architect.

2. Demolition will be handled by notes on the Mechanical and Electrical Construction Plans.
3. "Special Systems" (e.g., telephone and data cabling, audio/visual, LAN's, security and closed-circuit TV's, cable or satellite TV's, etc.) will be designed by your Specialty Consultant(s) and/or Contractor(s). BCE will incorporate environmental and power requirements based on the information provided to us.
4. Basic Services for Fire Protection includes design and documentation of major distribution along with performance Specifications for remainder of system complete. Balance of design and documentation to be performed by the Fire Protection Contractor.
5. Changes to previously approved work will be considered an ADDITIONAL SERVICE.
6. Additional job site visits (other than as previously described) and/or attendance at meetings during construction will be provided as an ADDITIONAL SERVICE.
7. Record Documents ("As-Builts") will be prepared by the respective MEP sub-contractors.

COMPENSATION

- A. Based on an Agreement similar to AIA Document C141, we propose to provide MECHANICAL and ELECTRICAL ENGINEERING Services for the fees listed below, plus reimbursable expenses:

Site Survey	\$ 1,200
Construction Documents	\$ 2,000
Construction Administration	\$ 1,200
Total	\$ 4,400

- B. ADDITIONAL SERVICES (i.e., work other than as described herein): Will be performed on an hourly basis (using the attached "Hourly Fee Schedule) or for a mutually agreed upon lump sum fee, plus reimbursable expenses.
- C. REIMBURSABLE EXPENSES: Will be at cost (a 1.00 multiplier) and will include delivery charges.
- D. We will invoice for our services on a monthly basis based on percentage of completion.

May 16, 2014
Mr. John P. Allender, AIA, LEED AP BD + C
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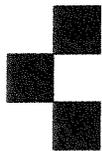
We appreciate the opportunity to provide this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Smith". The signature is stylized with a large, looped "K" and a cursive "Smith".

Ken Smith

Attachment - "Hourly Fee Schedule"



CC ITEM #10

BLUM CONSULTING ENGINEERS, INC.

**ADDITIONAL SERVICES
HOURLY FEE SCHEDULE
MAY, 2014**

Principal	200.00
Project Director/Mechanical Engineer	150.00
Mechanical Engineer	125.00
Mechanical Engineer/Designer	110.00
Project Plbg./Fire Protection Engineer	150.00
Plbg./Fire Protection Designer	110.00
Project Electrical Engineer	150.00
Electrical Engineer	125.00
Electrical Engineer/Designer	110.00
Field Representative	125.00
Energy Analyst/Engineer	135.00
CADD Administrator	110.00
CADD Technician	75.00
Secretary	70.00

Stated rates are valid for a period of one year from date shown. Thereafter, rates are subject to adjustment.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: JULY 1, 2014

SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE AND
INSTALLATION OF PRECAST RESTROOM FACILITIES

RECOMMENDATION:

City Council to consider a resolution for the purchase and installation of precast restroom facilities from CXT Incorporated through an established Cooperative Agreement with the State of Texas CO-OP Purchasing Program.

FUNDING SOURCE:

Funding for this purchase is currently available in account 121-48840-340-14000050 (Quality of Life Fund) for a total amount not to exceed \$95,248.90.

BACKGROUND:

This purchase will be made in accordance with an existing Cooperative Agreement with the State of Texas CO-OP Purchasing Program as allowed by Texas Local Government Code, Section 271.081, 082 and 083 State Cooperative Purchasing Program.

Bids were taken by the cooperative and a contract was awarded to CXT Incorporated. The Grapevine Golf Course and Purchasing staff reviewed the contract for specification compliance and determined that the contract would provide the best product and pricing for meeting the needs of the City.

The restroom facilities are to be located at the Grapevine Golf Course Mockingbird and Pecan sites and are part of the Quality of Life projects approved by the Council in the FY 2013-14 budget. The new restroom facilities will replace the current restrooms that are over 30 years old and have become a maintenance problem.

Staff recommends approval.

MT/LW

RESOLUTION NO. _____

GOLF COURSE
RESTROOMS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE PRECAST RESTROOM FACILITIES THROUGH AN ESTABLISHED COOPERATIVE 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, Sections 271.081, 271.082 and 271.083 to purchase an item under state contract therefore satisfying any state law requiring local governments to seek competitive bids; and

WHEREAS, the State of Texas term contracts are a qualified purchasing cooperative program as authorized under the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established a cooperative agreement with the State of Texas, #M2201, and wishes to utilize a contract meeting all State of Texas requirements; and

WHEREAS, the State of Texas has an established term contract #TXMAS-5-560100 for Concrete Buildings with CXT Incorporated; and

WHEREAS, the City has a need for new precast restroom facilities.

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 precast restroom facilities from CXT Incorporated for the Grapevine Golf Course Mockingbird and Pecan sites for a total amount not to exceed \$95,248.90.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 1st day of July, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BIZ*

MEETING DATE: JULY 1, 2014

SUBJECT: APPROVAL TO RENEW ANNUAL CONTRACTS FOR PLANTS AND TREES

RECOMMENDATION:

City Council to consider approval to renew annual contracts for plants and trees with Southwest Wholesale Nursery and Unique Landscaping, Inc.

FUNDING SOURCE:

Funding for this purchase is limited to the budgeted amount by each department in an estimated annual amount of \$50,000.00.

BACKGROUND:

Bids were taken in accordance with Local Government Code Chapter 252, Subchapter B, Section 252.021 (a) and Section 252.041 (a). Notice to bidders was published in the Fort Worth Star Telegram on May 27, 2010 and June 3, 2010. The contract was for an initial one-year period with four, one-year renewal options. If approved, this will be for the fourth and final renewal option.

The purpose of this contract is to establish fixed annual pricing for the purchase of plants and trees on an as-needed basis. This contract has allowed the Parks and Recreation Department staff to continue to increase their exceptional reforestation projects for beautifying the city. These efforts have allowed the City of Grapevine to be honored as a Tree City USA city for over 25 years.

Based on the evaluation of the bid by Purchasing and the Parks and Recreation Department, it was determined that the award be made to each vendor for the items they submitted bids on. Southwest Wholesale Nursery and Unique Landscaping, Inc., have agreed to renew with no increase in pricing.

Staff recommends approval.

MH/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: JULY 1, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR REPLACING A PARK PAVILION ROOF

RECOMMENDATION:

City Council to consider approval of a resolution for replacing a park pavilion roof by InSite Amenities through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

FUNDING SOURCE:

Funding for this purchase is currently available in account 174-74015-077 (Park Facility Upgrade Improvements) for a total amount not to exceed \$28,200.00.

BACKGROUND:

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

Bids were taken by the Cooperative and a contract was awarded to InSite Amenities. The Parks & Recreation Department and Purchasing staff reviewed the contract for specification compliance and determined that the contract would provide the best product and pricing for meeting the needs of the City.

This purchase is to replace the wood decking and roof at the Dove Park north pavilion. The new roof will be green to match all other metal roofs in Dove Park.

Staff recommends approval.

TS/BS

RESOLUTION NO. _____

PAVILION ROOF

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO REPLACE A PAVILION ROOF THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

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

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

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) has an established contract #423-13, Parks & Recreation Equipment & Field Lighting Products & Installation with InSite Amenities; and

WHEREAS, the City of Grapevine, Texas has a need to replace the roof on a pavilion at Dove Park.

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, Texas authorizes a park pavilion roof replacement from InSite Amenities through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) for an amount not to exceed \$28,200.00.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
GRAPEVINE, TEXAS on this the 1st day of July, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: JULY 1, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR A SOLE SOURCE
PURCHASE OF A PUMP

RECOMMENDATION:

City Council to consider approval of a resolution for a sole source purchase of a pump for the Denton Creek lift station from Wilo/Environmental Improvements, Inc.

FUNDING SOURCE:

Funding for this purchase is currently available in account 200-43370-534-0 (Utility Enterprise Fund/Permanent Capital Maintenance/Waste Water Treatment Infrastructure Maintenance) in the amount of \$19,575.00.

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).

Environmental Improvements, Inc. is the authorized sole source representative for Texas offering Wilo pumps.

The existing pump for the Denton Creek lift station has reached the recommended hours by the manufacturer and a rebuild is considered not to be cost effective. It is recommended to be replaced.

Staff recommends approval.

BB/BS

RESOLUTION NO. _____

Pump

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 PUMP 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 is due to Texas sales boundaries and is necessary because the pump is required by the 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, Texas authorizes the sole source purchase of a pump from Wilo/Environmental Improvements, Inc. for the Denton Creek lift station for an amount not to exceed \$19,575.00.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 1st day of July, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: JULY 1, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR THE SALE OF CITY SURPLUS PROPERTY

RECOMMENDATION:

City Council to consider a resolution declaring the property listed in Exhibit "A" as surplus property and authorizes their sale through public auction.

BACKGROUND:

This request is to approve a resolution for the sale of surplus property as listed in Exhibit "A". The City currently has several vehicles, various vehicle parts, fleet equipment and miscellaneous equipment ready for auction due to budgeted fleet replacements, equipment age or condition. Staff has considered age, cost of operation and/or life to date maintenance costs when classifying property as surplus.

Staff recommends approval.

LW

Exhibit "A"
July 1, 2014

CC ITEM #15

1. 2005 Ford Crown Victoria Vin# 2FAFP71W55X176199 Veh# 92015.
2. 2009 Ford Crown Victoria Vin# 2FAHP71V79X138060 Veh# 92149.
3. 2005 Ford Crown Victoria Vin# 2FAFP71WX5X176196 Veh# 92V65.
4. 2005 Ford Crown Victoria Vin# 2FAFP71W25X176192 Veh# 92V75.
5. 2005 Ford Crown Victoria Vin# 2FAFP71W85X176200 Veh# 92V45.
6. 2006 Ford Crown Victoria Vin# 2FAFP71W66X125540 Veh# 92V85.
7. 2010 Ford Crown Victoria Vin# 2FABP7BV7AX122756 Veh# 92120.
8. 2009 Ford Crown Victoria Vin# 2FAHP71V79X138057 Veh# 92119.
9. 2005 Ford Crown Victoria Vin# 2FAFP71W15X176202 Veh# 92025.
10. 2005 Ford Crown Victoria Vin# 2FAFP71W65X176194 Veh# 92115.
11. 2009 Ford Crown Victoria Vin# 2FAHP71V99X138061 Veh# 92139.
12. 1999 Ford Ranger Vin# 1FTYR14V5XPA51368 Veh# 09UC9.
13. 1998 Chevrolet Blazer Vin# 1GNCS13WXW2132149 Veh# 12528.
14. 1999 Chevrolet Venture Vin# 1GNDX03E6XD268212 Veh# 05219.
15. 1999 Chevrolet S10 PickUp Vin# 1GCCS14X3X8141094 Veh# 12209.
16. 1997 Chevrolet Blazer Vin# 1GNCS13W4V2231225 Veh# 12258.
17. 1999 Chevrolet C-30 Vin# 1GBJC34F4XF060080 Veh# 12299.
18. 2003 Chevrolet Blazer Vin# 1GNCS18X93K154852 Veh# 15223.
19. 2000 Chevrolet 3500HD Flat Bed Vin# 1GBKC34F5YF460512 Veh# 15260.
20. 2006 Chevrolet Tahoe Vin# 1GNEC13Z26R137515 Veh# 92256.
21. 2009 Dodge Charger Vin# 3B3LA43749H619167 Veh# 92009.
22. 2006 Harley Davidson FLHTPI Vin# 1HD1FMW186V680653 Veh# 91046.

6/12/2014 (10:30:22 AM)

23. 2006 Harley Davidson FLHTPI Vin# 1HD1FMW166Y680263 Veh# 91026.

CC ITEM #15

24. 1998 John Deere 410E BackHoe/Loader Vin# T0410EX838920 Veh# 15888.

25. 1988 Leroi 185 Compressor Trailer Vin# 3119X2275 Veh# 30C2.

26. 1998 Silver Eagle Converter Dollie Vin# 1V3JB8018WBJ05343.

27. 2007 Tymco 600 VIN# 200810SNP60970BAH.

28. 2000 John Deere BackHoe 4x4 Extend-A-Hoe w/Bucket Vin# T0310SE881496.

29. 1999 BobCat 963 Skid Loader Vin#562211567.

30. 2x Minolta MS600 MicroFilm Reader w/Printer and Table.

31. 1 Pallet Misc. Lights, Power Supplies and Strobe Lights.

32. 10x Setina Dual Vertical Gun Racks.

33. 1Pallet Crown Victoria Lights.

34. 1 Pallet Push Bars.

35. 1 Pallet Light Bars.

RESOLUTION NO. _____

*SURPLUS
PROPERTY*

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

WHEREAS, it has been determined that the City of Grapevine, Texas is in possession of items that are no longer used and are of little or no value to the City and are surplus property as described in attached Exhibit "A".

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 all items described in Exhibit "A" to this resolution are hereby declared surplus property.

Section 3. That the City Manager or his designee is hereby authorized to schedule an auction for the purpose of offering for sale all items listed in Exhibit "A" and to obtain the highest bid possible for these 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 1st day of July, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: JULY 1, 2014

SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF
TABLET COMPUTERS

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of 26 Getac tablet computers from PCS Mobile 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 117-42281-209-4 (CCPD, Apparatus & Tools) in the amount not to exceed \$100,725.04.

BACKGROUND:

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

Bids were taken by the cooperative and a contract was awarded to PCS Mobile. The Purchasing and Police staff reviewed the contract for specification compliance and determined that the contract would provide the best product and pricing for meeting the needs of the City.

This purchase request is for new tablet computers used in patrol vehicles. Last year the transition from laptops to tablets was made due to significant cost savings. We are continuing to replace the old equipment that is at end of life and runs on software and is no longer supported by the manufacturer.

Staff recommends approval.

MB/BS

RESOLUTION NO. _____

*TABLET
COMPUTERS*

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

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

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

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

WHEREAS, the State of Texas DIR has an established contract #DIR-SDD-2061 with PCS Mobile for IT Products and Related Services; and

WHEREAS, the City has a need to replace 26 mobile computers in patrol vehicles.

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 26 Getac tablet computers from PCS Mobile for an amount not to exceed \$100,725.04.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 1st day of July, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council and the Planning & Zoning Commission of the City of Grapevine, Texas met in Regular Joint Session on this the 17th day of June, 2014 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members of the City Council 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

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

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

constituting a quorum, with Commissioners Jim Fechter and Beth Tiggelaar absent, with the following members of the City Staff:

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

CALL TO ORDER

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

EXECUTIVE SESSION

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

ITEM 1. EXECUTIVE SESSION

A. Deliberation on the value, exchange, lease or sale of real property relative to economic development pursuant to Section 551.072, Texas Government Code; and

B. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

The City Council recessed to the City Council Conference Room and began the closed session at 6:35 p.m.

Upon reconvening in open session in the Council Chambers, Mayor Tate asked if there was any action necessary relative to the closed session. Item 3.A. Real property under Section 551.072, Texas Government Code, City Manager Bruno Rumbelow requested authorization to purchase fill material from Northgate Constructors in an amount not to exceed \$495,000 and appropriation of funds from the Stormwater Drainage Utility Fund unencumbered balance for backfilling the northern portion of the 185 acre City tract. The backfilling would raise 12.6 acres out of the flood plain thus adding value back into the property.

Council Member Spencer, seconded by Council Member Lease, offered a motion to authorize the fill material purchase in an amount not to exceed \$495,000 and to appropriate funds as recommended. The motion prevailed by the following vote:

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

NOTE: Item 3.B. relative to Conference with City Manager and Staff under Section 551.087, Texas Government Code was not discussed. City Council continued with the Workshop portion of the Agenda in open session in the City Council Chambers.

WORKSHOP

CALL TO ORDER

The Workshop Session was called to order at 7:02 p.m.

ITEM 2. RECOGNIZE WEST LOTHIAN CULINARY EXCHANGE STUDENTS

Mayor Tate recognized Culinary Exchange Students: Sherry Hislop, Kirstin Baillie, Jayde Ward and Conor Catherall from West Lothian College located in our sister city of West Lothian, Scotland. The students are being home hosted during their three week stay, and are gaining top culinary experience at three of Grapevine's hotels--the Gaylord Texan Resort, Hilton DFW Lakes and the Embassy Suites Outdoor World. No formal action was taken by the City Council.

ITEM 3. DISCUSS CONSULTANTS' MASTER PLANNING PRESENTATIONS ON
185 ACRE TRACT

City Manager Rumbelow noted that after reviewing the submitted Request for Qualifications and subsequent interviews, Gateway Planning and HR&A Advisors, Inc. had been selected and made presentations on June 2, 2014 to the City Council. Mr. Rumbelow then gave a presentation on the consultants' approach on the project, reviewed the recommended approach for a market feasibility and concept master plan on the 185 acre City tract (bounded by FM2499 on the west, State Highway 121 North on the east and Grapevine Mills Boulevard to the south), recommended HR&A Advisors, Inc. and requested direction from the City Council.

Following discussion, it was the consensus of the City Council that Staff negotiate a contract with HR&A Advisors for a market feasibility and concept master plan for Council consideration at the July 15 meeting.

No formal action was taken by the City Council. There being no further business to discuss on the Workshop Agenda, the Workshop was adjourned.

JOINT MEETING

CALL TO ORDER

Mayor Tate called the meeting to order at 7:33 p.m. in the City Council Chambers.

INVOCATION

Commissioner Herbert Fry delivered the Invocation and led the Pledge of Allegiance.

ITEM 4. PUBLIC HEARING, CONDITIONAL USE APPLICATION CU14-22
CLASSIC FLEET SALES

Mayor Tate declared the public hearing open.

Assistant Development Services Director Ron Stombaugh stated that Conditional Use Application CU14-22 (Classic Fleet Sales) had been submitted by Speed Fab-Crete requesting a conditional use permit to amend the site plan approved by Ordinance No. 2013-26 for an automotive dealership with the sale and repair of new and used vehicles; specifically to allow a 142,735 square foot parking lot expansion to facilitate inventory vehicles and a 20-foot pole sign. The subject property is located at 2501 William D. Tate Avenue and is zoned "CC" Community Commercial District Regulations.

Mr. Ron Hamm requested favorable consideration of the application and answered questions on replacing the pole sign proposed on Stone Myers Parkway with a monument sign.

Mayor Tate invited guests present to comment regarding the application. No one wished to speak and there was no correspondence to report.

Commissioner Wilson, seconded by Commissioner Luers, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Luers & Mason
Nays: None
Absent: Fechter & Tiggelaar

Council Member Stewart, seconded by Council Member Lease, offered a motion to close the public hearing. The motion prevailed by the following vote:

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

ITEM 5. PUBLIC HEARING, CONDITIONAL USE APPLICATION CU14-23
OHLOOK PERFORMING ARTS CENTER

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh stated that Conditional Use Application CU14-23 (Ohlook Performing Arts Center) had been submitted by Beth van Amerongen requesting a conditional use permit to amend the site plan approved by Ordinance No. 2012-05 for a theatrical center and classrooms; specifically to increase the existing space from 2,256 square feet to 3,702 square feet by expanding into the adjacent suite. The subject property is located at 1629 West Northwest Highway and is zoned "SP" Site Plan District

Ms. Beth van Amerongen requested favorable consideration of the application.

There were no questions from the City Council or the Planning & Zoning Commission.

Mayor Tate invited guests present to comment regarding the application. No one wished to speak and there was no correspondence to report.

Commissioner Luers, seconded by Commissioner Wilson, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Luers & Mason
Nays: None
Absent: Fechter & Tiggelaar

Council Member Freed, seconded by Mayor Pro Tem Wilbanks, offered a motion to close the public hearing. The motion prevailed by the following vote:

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

ITEM 6. PUBLIC HEARING, CONDITIONAL USE APPLICATION CU14-24 SO
CAL TACOS

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh stated that Conditional Use Application CU14-24 (So Cal Tacos) had been submitted by So-Cal Tacos #1 LLC requesting a conditional use permit to amend the site plan approved by Ordinance No. 2013-35 for the possession, storage, retail sale and on-premise consumption of alcoholic beverages (beer, wine and mixed beverages) in conjunction with a restaurant; specifically to allow outside dining and outside speakers. The subject property is located at 2140 Hall-Johnson Road #118 and is zoned "CC" Community Commercial District Regulations. The applicant proposes to relocate 10 outdoor seats and four indoor seats to a proposed 542-square foot outdoor patio located adjacent to the west side of the restaurant and add two outdoor speakers to provide light background music. The total seating for the restaurant is proposed to be reduced from 76 to 74; 60 seats inside and 14 seats outdoors requiring 25 parking spaces; 134 are provided.

Mr. Scott Wooley requested favorable consideration of the application and answered questions on the restaurant's hours of operation, patio area location, solar screening and fencing, and the proximity of the outdoor speakers to the neighborhood.

Mayor Tate invited guests present to comment regarding the application. Mr. Carl Young, 4113 Meadow Drive, spoke against the application. The Council and Commission were copied the four property owners' letters of protest and 17 letters of support.

Commissioner Fry, seconded by Commissioner Hotelling, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Luers & Mason
Nays: None
Absent: Fechter & Tiggelaar

Mayor Pro Tem Wilbanks, seconded by Council Member Stewart, offered a motion to close the public hearing. The motion prevailed by the following vote:

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

ITEM 7. PUBLIC HEARING, CONDITIONAL USE APPLICATION CU14-25
WATER OAKS EVENT CENTER

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh stated that Conditional Use Application CU14-25 (Water Oaks Event Center) had been submitted by WOC Events requesting a conditional use permit for the possession, storage, retail sale and on-premise consumption of alcoholic beverages (beer, wine and mixed beverages) and outside speakers in conjunction with a wedding and event center. The subject property is located at 2040 Enchanted Way and is zoned "CC" Community Commercial District Regulations.

Mr. Thomas Bain requested favorable consideration of the application.

There were no questions from the City Council or the Planning & Zoning Commission.

Mayor Tate invited guests present to comment regarding the application. No one wished to speak and there was no correspondence to report.

Commissioner Martin, seconded by Commissioner Mason, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Luers & Mason
Nays: None
Absent: Fechter & Tiggelaar

Council Member Lease, seconded by Council Member Freed, offered a motion to close the public hearing. The motion prevailed by the following vote:

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

ITEM 8. PUBLIC HEARING, AM14-04 PROPOSED AMENDMENTS TO
GRAPEVINE CODE OF ORDINANCES, APPENDIX "D"

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh presented AM14-04 proposed amendments to the Grapevine Code of Ordinances, Section 42 Supplementary District Regulations relative to on-premise consumption at a brewery under a State Brewer's Permit (B permit); and Section 13 "R-20" Single Family District Regulations, Section 14 "R-12.5" Single Family District Regulations, Section 15 "R-7.5" Single Family District Regulations, Section 16 "R-5.0" Zero Lot Line District Regulations, Section 17 "R-3.5" Two Family District Regulations, Section 18 "R-3.75" Three and Four Family District

Regulations, Section 19 "R-MH" Manufactured Home District Regulations, Section 20 "R-TH" Townhouse District Regulations, Section 22 "R MF" Multifamily District Regulations, Section 27 "PO" Professional Office District Regulations relative to accessory structures and buffer yards.

Mayor Tate invited guests present to comment regarding the application. No one wished to speak and there was no correspondence to report.

Commissioner Wilson, seconded by Commissioner Mason, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Luers & Mason
Nays: None
Absent: Fechter & Tiggelaar

Council Member Stewart, seconded by Council Member Lease, offered a motion to close the public hearing. The motion prevailed by the following vote:

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

RECESS AND RECONVENE

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

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

ITEM 9. CITIZENS COMMENTS

There were no Citizens Comments submitted.

ITEM 10. PRESENTATION, MONTHLY FINANCIAL UPDATE

Administrative Services Director John McGrane presented the monthly financial update, noting that ad valorem tax collections were down compared to last year and sales tax collections were up 5% over last year. He stated that the average hotel room rate was up and that the City's unemployment rate 4.2%.

There was no formal action taken by the City Council.

ITEM 11. RESOLUTION, APPROVE TARRANT COUNTY CONTRACT, 39TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT STREET RECONSTRUCTION PROJECT

Public Works Director Stan Laster recommended approval of a resolution approving the Tarrant County contract with McClendon Construction Co., Inc. in the amount of \$216,609.50 and a project contingency in an amount of \$18,000.00 for the 39th Year Community Development Block Grant (CDBG) Street Reconstruction Project for the 600 block of East Texas Street, and authorize Staff to forward the approval recommendation to Tarrant County. The street reconstruction project includes new curb and gutter, asphalt paving, sidewalks, handicap ramps and driveway approaches. Funding for the project will consist of \$186,504.31 from the Community Development Block Grant and \$48,105.19 from the City's Permanent Capital Maintenance Fund.

Council Member Freed, seconded by Council Member Stewart, offered a motion to approve the resolution as recommended. The motion prevailed by the following vote:

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

ITEM 12. RESOLUTION, JOINT ADMINISTRATIVE AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, PARTICIPATION IN TARRANT COUNTY'S HOME INVESTMENT PARTNERSHIP PROGRAM AND EMERGENCY SOLUTIONS GRANT CONSORTIUM

Public Works Director Laster recommended approval of a Joint Administrative Agreement between the City of Grapevine, as a designated Metropolitan City, and Tarrant County for administration of the Community Development Block Grant (CDBG) Program for the three year program period of FY2015 through FY2017; and approval of a resolution authorizing participation between the City of Grapevine, as a designated Metropolitan City, and Tarrant County for participation in Tarrant County's Community Development Block Grant Program, HOME Investment Partnership and Emergency Solutions Grant (ESG) Consortium for the three year program period of FY2015 through FY2017 and authorization for the Mayor to execute the agreement.

Tarrant County will continue to provide all administrative services for these programs as were provided under the Urban County program.

Council Member Spencer, seconded by Mayor Pro Tem Wilbanks, offered a motion to approve the agreement and resolution as recommended. The motion prevailed by the following vote:

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

RESOLUTION NO. 2014-49

RESOLUTION REGARDING CITY OF GRAPEVINE PARTICIPATION IN TARRANT COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT CONSORTIUM FOR THE THREE PROGRAM YEAR PERIOD, FISCAL YEAR 2015 THROUGH FISCAL YEAR 2017

ITEM 13. INTERLOCAL AGREEMENT, JOINT WATER SERVICE TO DFW INTERNATIONAL AIRPORT (BASS PRO DRIVE/BETHEL ROAD)

Public Works Director Laster recommended approval an Interlocal Agreement with the City of Coppell to jointly provide water service to DFW International Airport (DFW) in the vicinity of Bass Pro Drive and Bethel Road. The Airport license issued to the City for the widening of Bass Pro Drive contained a condition that DFW be able to connect to the City's water and wastewater systems to serve the abutting property. Two warehouse buildings are being development on DFW property in both Coppell and Grapevine on the south side of Bass Pro Drive/Bethel Road. Coppell is unable to meet the fire flows required by DFW with only their supply line.

By connecting the City of Grapevine's water system to the fire line loop around the two building complex, the required fire flows can be met. The City of Grapevine's connection will only be to provide fire flow protection at this time.

Council Member Freed, seconded by Mayor Pro Tem Wilbanks, offered a motion to approve the agreement as recommended. The motion prevailed by the following vote:

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

NOTE: The City Council then considered the Planning & Zoning Commission recommendations.

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. There were none.

Item 14. Ordinance, Second Reading of Conditional Use Application CU14-13
Ryder Truck Rental

Development Services Director recommended approval of the second and final reading of an ordinance granting Conditional Use Application CU14-13 submitted by Ryder Truck Rental requesting a conditional use permit to allow truck and trailer rental, lease sales, vehicle maintenance and fueling. The subject property is located at 1150 Texan Trail and is zoned "LI" Light Industrial District.

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

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

Nays: None

Absent: Coy

ORDINANCE NO. 2014-31

AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT IN ACCORDANCE WITH SECTION 48 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING CONDITIONAL USE PERMIT CU14-13 FOR TRUCK AND TRAILER RENTAL, LEASING, MAINTENANCE AND FUELING IN A DISTRICT ZONED "LI" LIGHT INDUSTRIAL DISTRICT ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS AND PROVIDING AN EFFECTIVE DATE

Item 15. Resolution, Authorize Nexus Network Equipment Purchase

City Manager recommended approval of a resolution authorizing the purchase of Nexus network equipment in an amount not to exceed \$77,976.48 from Netsync Network

Solutions through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program.

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

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

Nays: None

Absent: Coy

RESOLUTION NO. 2014-50

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

Item 16. Resolution, Authorize Compartmental Animal Control Kennel Unit Purchase

Public Works Director recommended approval of a resolution authorizing the purchase of a compartmental animal control kennel unit in an amount not to exceed \$18,270.38 from Jones Trailer Company through a contract established by the Federal General Services Administration cooperative purchasing program.

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

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

Nays: None

Absent: Coy

RESOLUTION NO. 2014-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE AN ANIMAL CONTROL UNIT THROUGH A FEDERAL GSA COOPERATIVE PURCHASING PROGRAM AND PROVIDING AN EFFECTIVE DATE

Item 17. Renew Safety Supplies Annual Contracts

Administrative Services Director recommended approval of the renewal of annual contracts for safety supplies with U & D Enterprises, Inc. and WW Grainger Industrial Supply in an amount not to exceed \$21,000.00.

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

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

Item 18. Consideration of Minutes

City Secretary recommended approval of the minutes of the May 20, June 2 and June 3, 2014 City Council meetings as published.

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

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

NOTE: The Planning & Zoning Commission recommendations were considered after Item 13.

ITEM 19. PLANNING & ZONING COMMISSION RECOMMENDATION
CONDITIONAL USE APPLICATION CU14-22 CLASSIC FLEET SALES

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval with the condition that the 20-foot pole sign proposed for Stone Myers Parkway be replaced with a monument sign. Conditional Use Application CU14-22 (Classic Fleet Sales) requested a conditional use permit to amend the site plan approved by Ordinance No. 2013-26 for an automotive dealership with the sale and repair of new and used vehicles; specifically to allow a 142,735 square foot parking lot expansion to facilitate inventory vehicles and a 20-foot pole sign. The subject property is located at 2501 William D. Tate Avenue and is zoned "CC" Community Commercial District Regulations.

Council Member Freed, seconded by Council Member Lease, offered a motion to accept the Commission's recommendation and approve the ordinance granting the conditional use permit. The motion prevailed by the following vote:

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

ORDINANCE NO. 2014-32

AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT IN ACCORDANCE WITH SECTION 48 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING CONDITIONAL USE PERMIT CU14-22 TO AMEND THE SITE PLAN APPROVED BY ORDINANCE NO. 2013-26, TO ALLOW A PARKING LOT EXPANSION WITH A MONUMENT SIGN IN A DISTRICT ZONED "CC" COMMUNITY COMMERCIAL DISTRICT REGULATIONS ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

ITEM 20. PLANNING & ZONING COMMISSION RECOMMENDATION
CONDITIONAL USE APPLICATION CU14-23 OHLOOK PERFORMING
ARTS CENTER

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of Conditional Use Application CU14-23 (Ohlook Performing Arts Center) granting a conditional use permit to amend the site plan approved by Ordinance No. 2012-05 for a theatrical center and classrooms; specifically to increase the existing space from 2,256 square feet to 3,702 square feet. The subject property is located at 1629 West Northwest Highway and is zoned "SP" Site Plan District.

Council Member Stewart, seconded by Council Member Lease, offered a motion to accept the Commission's recommendation and approve the ordinance granting the conditional use permit. The motion prevailed by the following vote:

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

ORDINANCE NO. 2014-33

AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT IN ACCORDANCE WITH SECTION 48 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING CONDITIONAL USE PERMIT CU14-23 AMENDING THE SITE PLAN APPROVED BY ORDINANCE NO. 2012-05 TO INCREASE THE SPACE OF A THEATRICAL CENTER AND CLASSROOMS IN A DISTRICT ZONED "SP" SITE PLAN DISTRICT ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

ITEM 21. PLANNING & ZONING COMMISSION RECOMMENDATION
CONDITIONAL USE APPLICATION CU14-24 SO CAL TACOS

Chairman Oliver reported the Planning & Zoning Commission voted 5-2 for approval of Conditional Use Application CU14-24 (So Cal Tacos) with no outside speakers. The application requested a conditional use permit to amend the site plan approved by Ordinance No. 2013-35 for the possession, storage, retail sale and on-premise consumption of alcoholic beverages (beer, wine and mixed beverages) in conjunction with a restaurant; specifically to allow outside dining and outside speakers. The subject property is located at 2140 Hall-Johnson Road #118 and is zoned "CC" Community Commercial District Regulations.

Council Member Freed, seconded by Mayor Pro Tem Wilbanks, offered a motion to accept the Commission's recommendation and approve the ordinance granting the conditional use permit. The motion prevailed by the following vote:

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

ORDINANCE NO. 2014-34

AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT IN ACCORDANCE WITH SECTION 48 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING CONDITIONAL USE PERMIT CU14-24 AMENDING THE SITE PLAN APPROVED BY ORDINANCE NO. 2013-35 TO ALLOW OUTSIDE DINING FOR A RESTAURANT IN A DISTRICT ZONED "CC" COMMUNITY COMMERCIAL DISTRICT REGULATIONS ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

ITEM 22. PLANNING & ZONING COMMISSION RECOMMENDATION
CONDITIONAL USE APPLICATION CU14-25 WATER OAKS EVENT
CENTER

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of Conditional Use Application CU14-25 (Water Oaks Event Center) granting a conditional use permit for the possession, storage, retail sale and on-premise consumption of alcoholic beverages (beer, wine and mixed beverages) and outside speakers in conjunction with a wedding and event center. The subject property is located at 2040 Enchanted Way and is zoned "CC" Community Commercial District Regulations.

Council Member Freed, seconded by Council Member Lease, offered a motion to accept the Commission's recommendation and approve the ordinance granting the conditional use permit. The motion failed by the following tie vote:

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

Following discussion, Council Member Freed offered a motion to approve the ordinance granting the conditional use permit with no outside speakers. Council Member Freed amended the motion to approve the ordinance granting the conditional use permit with no outside speakers and no outdoor amplified music. Council Member Lease seconded the amended motion. The motion prevailed by the following vote:

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

ORDINANCE NO. 2014-35

AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT IN ACCORDANCE WITH SECTION 48 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING CONDITIONAL USE PERMIT CU14-25 TO ALLOW THE POSSESSION, STORAGE, RETAIL SALE AND ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES (BEER, WINE, AND MIXED BEVERAGES) IN CONJUNCTION WITH A WEDDING AND EVENT CENTER IN A DISTRICT ZONED "CC" COMMUNITY COMMERCIAL DISTRICT REGULATIONS ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION

OCCURS; DECLARING AN EMERGENCY AND
PROVIDING AN EFFECTIVE DATE

ITEM 23. PLANNING & ZONING COMMISSION RECOMMENDATION
PRELIMINARY PLAT, LOT 1, BLOCK 1, WATER OAKS EVENT CENTER

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of the Statement of Findings and the preliminary plat of Lot 1, Block 1, Water Oaks Event Center. The 6.112 acre tract is being platted for the development of an event center located at 2040 Enchanted Way.

Council Member Stewart, seconded by Mayor Pro Tem Wilbanks, offered a motion to accept the Commission's recommendation and approve the Statement of Findings and the preliminary plat of Lot 1, Block 1, Water Oaks Event Center. The motion prevailed by the following vote:

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

ITEM 24. PLANNING & ZONING COMMISSION RECOMMENDATION
FINAL PLAT, LOT 1, BLOCK 1, WATER OAKS EVENT CENTER

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of the Statement of Findings and the final plat of Lot 1, Block 1, Water Oaks Event Center. The 6.112 acre tract is being platted for the development of an event center located at 2040 Enchanted Way and is zoned "CC" Community Commercial District Regulations.

Council Member Freed, seconded by Mayor Pro Tem Wilbanks, offered a motion to accept the Commission's recommendation and approve the Statement of Findings and the final plat of Lot 1, Block 1, Water Oaks Event Center. The motion prevailed by the following vote:

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

ITEM 25. PLANNING & ZONING COMMISSION RECOMMENDATION
AM14-04 PROPOSED AMENDMENTS TO GRAPEVINE CODE OF
ORDINANCES, APPENDIX "D"

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of the amendments to the Grapevine Code of Ordinances, Appendix D, Comprehensive Zoning Ordinance No. 82-73, as amended, Section 42 Supplementary District Regulations relative to on-premise consumption at a brewery under a State Brewer's Permit (B permit); and Section 13 "R-20" Single Family District Regulations, Section 14

“R-12.5” Single Family District Regulations, Section 15 “R-7.5” Single Family District Regulations, Section 16 “R-5.0” Zero Lot Line District Regulations, Section 17 “R-3.5” Two Family District Regulations, Section 18 “R-3.75” Three and Four Family District Regulations, Section 19 “R-MH” Manufactured Home District Regulations, Section 20 “R-TH” Townhouse District Regulations, Section 22 “R-MF” Multifamily District Regulations, Section 27 “PO” Professional Office District Regulations relative to accessory structures and buffer yards.

Council Member Freed, seconded by Council Member Stewart, offered a motion to accept the Commission's recommendation and approve the ordinance amending the Grapevine Code of Ordinances, Appendix D. The motion prevailed by the following vote:

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

ORDINANCE NO. 2014-36

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AMENDING ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX “D” OF THE CITY CODE, BY PROVIDING FOR AMENDMENTS AND CHANGES TO ZONING REGULATIONS BY AMENDING SECTION 13 “R-20” SINGLE FAMILY DISTRICT REGULATIONS, SECTION 14 “R-12.5” SINGLE FAMILY DISTRICT REGULATIONS; SECTION 15 “R-7.5” SINGLE FAMILY DISTRICT REGULATIONS; SECTION 16 “R-5.0” ZERO LOT LINE DISTRICT REGULATIONS; SECTION 17 “R-3.5” TWO FAMILY DISTRICT REGULATIONS; SECTION 18 “R-3.75” THREE AND FOUR FAMILY DISTRICT REGULATIONS; SECTION 19 “R-MH” MANUFACTURED HOME DISTRICT REGULATIONS; SECTION 20 “R-TH” TOWNHOUSE DISTRICT REGULATIONS; SECTION 22 “R-MF” MULTIFAMILY DISTRICT REGULATIONS; SECTION 27 “P-O” PROFESSIONAL OFFICE DISTRICT REGULATIONS; SECTION 42 SUPPLEMENTARY DISTRICT REGULATIONS PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

ITEM 26. PLANNING & ZONING COMMISSION RECOMMENDATION
PRELIMINARY PLAT, LOT 1, BLOCK 1, RYDER ADDITION

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of the Statement of Findings and the preliminary plat of Lot 1, Block 1, Ryder Addition. The 3.770 acre tract is located at the southwest corner of East Dallas Road and Texan Trail and is being platted to expand the trucking facility.

Council Member Lease, seconded by Council Member Freed, offered a motion to accept the Commission's recommendation and approve the Statement of Findings and the preliminary plat of Lot 1, Block 1, Ryder Addition. The motion prevailed by the following vote:

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

ITEM 27. PLANNING & ZONING COMMISSION RECOMMENDATION
FINAL PLAT, LOT 1, BLOCK 1, RYDER ADDITION

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of the Statement of Findings and the preliminary plat of Lot 1, Block 1, Ryder Addition. The 3.770 acre tract zoned "LI" Light Industrial District is located at the southwest corner of East Dallas Road and Texan Trail, and is being platted to expand the trucking facility.

Council Member Spencer, seconded by Council Member Freed, offered a motion to accept the Commission's recommendation and approve the Statement of Findings and the final plat of Lot 1, Block 1, Ryder Addition. The motion prevailed by the following vote:

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

NOTE: The City Council then considered the Consent Agenda Items 14-18.

ADJOURNMENT

Mayor Pro Tem Wilbanks, seconded by Council Member Spencer, offered a motion to adjourn the meeting at 8:46 p.m. The motion prevailed by the following vote:

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE,
TEXAS on this the 1st day of July, 2014.

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary