

AGENDA
CITY OF GRAPEVINE, TEXAS
REGULAR CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 2, 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

EXECUTIVE SESSION:

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

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

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

2. Review Quality of Life Fund projects.

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

INVOCATION: Mayor Pro Tem C. Shane Wilbanks

PLEDGE OF ALLEGIANCE: Boy Scout Troop 402

CITIZEN COMMENTS

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

PUBLIC HEARINGS

4. City Council to conduct a public hearing relative to the hours of operation for Nash Farm located at 626 Ball Street and take any necessary action.
5. City Council to conduct a public hearing relative to Fiscal Year 2014-2015 Budget and take any necessary action.

Public Notice: The City Council will consider adoption of the proposed FY2014-2015 operating budget and tax rate of \$.332439 on Wednesday, September 10, 2014 at 11:30 a.m. in the Council Chambers, 200 South Main Street, Second Floor, Grapevine, Texas 76051.

PRESENTATIONS

6. Presentation by C. Shane and Paula Wilbanks, Chairpersons of the 28th Annual GrapeFest.
7. Construction update on the Community Activities Center (CAC).

NEW BUSINESS

8. Consider a Local Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the Big Bear Creek Pedestrian Linkage Trail, authorize construction cost payment to TxDOT, authorize the City Manager to execute the agreement and take any necessary action.
9. Consider an **ordinance** amending the Grapevine Code of Ordinances, Chapter 7 Buildings and Construction, Section 7-4 relative to the qualifications of members on the Building Board of Appeals and take any necessary action.
10. Consider the nominees for appointment to the Building Board of Appeals and take any necessary action.

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and will be acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City

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

11. Consider a **resolution** authorizing participation in the TexPool Investment Pools and designating authorized representatives. Administrative Services Director recommends approval.
12. Consider renewal of an annual contract with STW, Inc. for extended support services, licensing fees and special projects for the City's financial application software system. Administrative Services Director recommends approval.
13. Consider a **resolution** authorizing the purchase of 2015 orthophotography for the GIS Department from the North Central Texas Council of Governments (NCTCOG) through an Interlocal Cooperative Agreement. City Manager recommends approval.
14. Consider a **resolution** approving and ratifying the emergency purchase of a new engine for a CVB transit bus from Southwest International Trucks. Public Works Director recommends approval.
15. Consider the minutes of the August 14 and August 19, 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 August 29, 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 BR
MEETING DATE: SEPTEMBER 2, 2014
SUBJECT: WORKSHOP - QUALITY OF LIFE FUND

BACKGROUND:

During the August 14, 2014 budget workshop, Council asked that we include some previously committed projects in the FY15 budget and bring back the rest of the possible projects for further discussion and consideration.

A staff presentation will detail each project's scope, timeframe and cost.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: SEPTEMBER 2, 2014

SUBJECT: NASH FARM HOURS OF OPERATION

RECOMMENDATION:

City Council consider a policy establishing hours for Nash Farm. It is recommended that the hours for Nash Farm be 9 am – 5 pm, seven days a week, closed on all City holidays, as well as an additional two weeks in February for annual repairs, in-depth maintenance and construction projects.

BACKGROUND:

Since beginning the restoration project to develop Nash Farm into the greatest educational center for turn of the century living on the Grape Vine Prairie, much progress has been made. See the attached accomplishment/progress list.

The amended Land Use Restrictions Agreement states, "At least two entries shall be open to the public a minimum of eight hours per day for all days except for special events. The schedule for public access to Nash Farm shall be established after a public hearing before the City Council."

Staff recommends approval of suggested hours of operation.

JL

NASH FARM PROGRESS & ACCOMPLISHMENTS

One of the first areas of accomplishment is **Staffing and Management**.

- Nash Farm Manager position created to oversee operations, facilities, staffing and programming.
- Volunteer Farmhand program instituted and period clothing guidelines established.
- Training programs and workshops helped ensure that our volunteers had tools they needed to connect our guests with heritage resources.
- Interpretive Host Contractor brought special skills to events and programs that were greatly needed.
- Standard Operating Procedures for livestock care, tours and heritage demonstrations developed for management of resources.
- Regular staff logs document livestock care, building maintenance and grounds maintenance.
- Reports provide tracking for interpretive programs, volunteer hours and revenue.

A critical accomplishment area is **Interpretive and Educational Programming**.

- The Grapevine Heritage Foundation acquired period appropriate furnishings for the Nash Farmhouse.
- Research was conducted to provide accurate information about the Nash Family and their farming practices.
- Interpretive Panels and Signs were designed and the Self-guided Walking Tour Brochure was updated to help guests connect with the resources of the site.
- The schedule of events and programs was increased to 35, offering more opportunities for citizens and visitors to better understand Grapevine's rich heritage.
- Group Tour Program for students and adults outlined to engage audiences.
- An agricultural plan to acquire heritage breeds of livestock and plant heirloom crops was developed and implemented.

Equally important has been the accomplishment of **Sustainable Revenue**.

- Nash Farm and CVB Marketing Staff have collaborated to create marketing that invites people to experience rural life in our urban setting.
- Two annual special events that draw thousands to Nash Farm were managed to cover costs and generate revenue for future events.
- Participation Fees for group tours, First Friday at the Farm Program and Farmhouse on the Grape Vine Prairie Program at an affordable \$3 per person established.
- Adult Heritage Education Workshops requiring more skill and providing enrichment to our visitors lives created for the affordable fee of \$15 per person.
- Facility Rentals and Photographer Memberships also bring in additional revenue that helps to fund the programs that benefit Nash Farm.
- Sponsorships have been acquired that continue to keep costs low to participants.

Finally, accomplishments of **Facility Restoration and Maintenance** have preserved this important historic site.

- The Farmhouse foundation was re-leveled and graded to prevent water from going underneath the structure.
- The Historic Windmill was repaired demonstrate the use of valuable water resources.
- The Historic Soil Conservation Building was moved to farm property, restored and utilized as an exhibit, training facility, meeting space and office.
- A historically appropriate fence was built to maintain livestock, exhibits and prevent trespassing or vandalism.
- Historic Barn restoration of two storage cribs for feed and modern tools completed to better serve daily operations.
- The Livestock Corral was extended to care for current and future animals.
- A plan for ADA Trails that provide service to all of the main buildings on the property developed for implementation.

The Future of Nash Farm:

The next phase of developing Nash Farm into the greatest turn of the century heritage farm and learning center means that the overall public use policy must be better defined. In order for the policy to be effective, public usage and staffing may require revision and growth. A detailed public use policy will be drafted by staff based on the input received from the City Council and comments delivered during this public hearing.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
 FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
 MEETING DATE: SEPTEMBER 2, 2014
 SUBJECT: PUBLIC HEARING ON THE FY 2014-2015 BUDGET

RECOMMENDATION:

That the City Council conduct a public hearing on the proposed FY2014-2015 annual budget. The budget contains fund expenditures in the following amounts:

General Fund	\$59,983,842
Municipal Court Technology Fund	55,825
Convention and Visitors Bureau Fund	18,484,011
Convention and Visitors Bureau Incentives Fund	1,707,600
Stormwater Drainage Fund	1,839,147
Crime Control & Prevention District Fund	13,816,290
Lake Parks Special Revenue Fund	2,135,051
4B Transit Fund	13,296,999
Economic Development Fund	2,394,630
Debt Service Fund	16,020,932
Utility Enterprise Fund	23,616,280
Utility Permanent Capital Maintenance Fund	1,000,000
Lake Enterprise (Golf) Fund	3,360,547
General Permanent Capital Maintenance Fund	1,646,000
Permanent Street Maintenance Fund	1,633,000
Community Quality of Life Capital Projects	831,715
Streets, Traffic and Drainage Capital Projects	4,202,843
Buildings and Facilities Capital Projects	38,888,602
Parks and Beautification Capital Projects	2,029,964
Water and Wastewater Capital Projects	7,547,847
Capital Equipment Acquisitions	3,065,000

BACKGROUND:

Pursuant to the Charter of the City of Grapevine, Texas, Section 907, a public hearing on the annual budget shall be held to allow all interested persons to be heard for or against any item or the amount of any item therein contained. The public hearing shall commence on September 2, 2014 and final action on the budget shall be taken at a special meeting on September 10, 2014. A copy of the proposed FY 2015 budget summary is attached hereto.

FY 2014-15 PROPOSED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE **CC ITEM #5**
 GENERAL FUND

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING FUND BALANCE:	9,607,816	11,940,983	11,375,229	11,375,229	11,459,015
OPERATING REVENUE:					
Ad Valorem Taxes	8,752,782	8,494,995	8,970,000	8,477,757	8,458,046
Sales Taxes	23,750,003	24,596,040	25,275,000	25,836,200	26,611,200
Mixed Beverage Taxes	1,051,264	1,158,625	1,113,150	1,584,069	1,615,000
Franchise Fees	6,106,331	6,618,333	6,200,000	6,376,238	6,350,000
Licenses & Permits	1,532,750	1,267,206	1,288,349	1,192,789	1,231,626
Charges for Services	8,373,313	8,986,686	8,642,566	8,629,776	9,265,167
Intergovernmental	134,055	100,284	86,482	82,252	86,482
Fines and Forfeitures	1,817,775	2,022,984	2,051,030	2,117,170	2,202,393
Miscellaneous	700,501	964,405	777,700	759,384	766,736
Total Operating Revenue	52,218,775	54,209,558	54,404,277	55,055,635	56,586,650
TRANSFERS IN:					
Admin. Fee - Utility Fund	1,444,541	1,271,724	1,785,938	1,731,308	1,814,731
Admin. Fee - CVB Fund	1,024,323	966,247	1,025,100	1,041,010	961,043
Admin. Fee - Lake Ent. Fund	232,120	198,896	118,125	110,589	118,125
Administrative Fee - SDUS	104,225	91,668	103,900	104,025	104,206
Administrative Fee - Lake Parks Fund	0	0	158,250	155,475	159,375
Administrative Fee - 4B Fund	264,575	272,548	244,922	244,089	251,356
Total Transfers In	3,069,783	2,801,083	3,436,235	3,386,496	3,408,836
TOTAL REVENUE AND TRANSFERS	55,288,559	57,010,641	57,840,512	58,442,131	59,995,486
OPERATING EXPENDITURES:					
Personnel	24,877,196	25,529,272	26,809,224	25,830,301	27,601,731
Supplies	2,452,688	2,609,645	2,904,157	2,734,309	3,110,410
Maintenance	734,005	713,363	886,035	866,806	903,053
Services	8,187,354	8,872,413	9,015,713	9,526,803	9,626,990
Capital Outlay	210,096	358,102	150,226	146,316	105,808
Insurance	8,182,252	8,618,063	9,914,245	9,768,809	10,454,850
Total Operating Expenditures	44,643,590	46,700,859	49,679,600	48,873,345	51,802,842
TRANSFERS OUT:					
To Permanent Capital Maintenance	1,171,500	1,251,000	1,251,000	1,251,000	1,646,000
To Permanent Street Maintenance	1,400,000	1,558,000	1,558,000	1,558,000	1,633,000
To Capital Equipment Acquisition Fund	1,240,301	1,596,650	1,676,000	1,676,000	1,202,000
To Community Quality of Life Fund	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
To Crime Control & Prevention District Fund	1,500,000	1,300,000	1,175,000	1,000,000	700,000
To Economic Development Fund	0	0	1,000,000	1,000,000	0
To Capital Improvement Projects Fund	0	2,169,886	0	0	0
Total Transfers Out	8,311,801	10,875,536	9,660,000	9,485,000	8,181,000
TOTAL EXPENDITURES AND TRANSFERS	52,955,391	57,576,395	59,339,600	58,358,345	59,983,842
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:	2,333,167	(565,754)	(1,499,088)	83,787	11,644
ENDING FUND BALANCE:	11,940,983	11,375,229	9,876,141	11,459,015	11,470,659
FUND BALANCE REQUIREMENT:	8,806,407	9,212,224	9,799,812	9,640,769	10,218,643

* Fund balance requirement is 20% of total budgeted expenditures (72 days of operation).

The FY 2014-15 projected Ending Fund Balance represents **22%** of total budgeted expenditures (84 days of operation).

FY 2014-15 PROPOSED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE CC ITEM #5
 MUNICIPAL COURT TECHNOLOGY FUND

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING FUND BALANCE:	87,728	51,830	75,910	75,910	92,018
OPERATING REVENUE:					
Court Technology Fees	45,966	47,459	48,000	47,665	48,000
Interest Income	352	93	250	50	50
Total Operating Revenue	46,318	47,552	48,250	47,715	48,050
TRANSFERS IN:	0	0	0	0	0
TOTAL REVENUE AND TRANSFERS	46,318	47,552	48,250	47,715	48,050
OPERATING EXPENDITURES:					
Personnel	0	0	0	0	0
Supplies	42,971	750	0	8,000	0
Maintenance	0	0	0	0	0
Services	16,800	0	12,250	0	0
Capital Outlay	0	0	0	0	0
Total Operating Expenditures	59,771	750	12,250	8,000	0
TRANSFERS OUT:					
Transfer to Debt Service Fund	22,446	22,722	23,607	23,607	55,825
Total Transfers Out	22,446	22,722	23,607	23,607	55,825
TOTAL EXPENDITURES AND TRANSFERS	82,217	23,472	35,857	31,607	55,825
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:	(35,899)	24,080	12,393	16,108	(7,775)
ENDING FUND BALANCE:	51,830	75,910	88,303	92,018	84,243

FY 2014-15 PROPOSED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE **CC ITEM #5**
 CONVENTION AND VISITORS BUREAU FUND

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING FUND BALANCE:	4,615,086	5,424,087	4,706,140	4,706,140	1,908,917
OPERATING REVENUE:					
Occupancy Taxes	12,245,051	12,772,217	12,899,724	12,903,000	11,141,548
Facility Rental Income	641,889	679,306	826,000	785,000	884,000
Interest Income	12,423	10,340	9,000	8,000	5,200
Sales & Merchandise	288,417	349,708	410,871	368,000	418,200
Train Operations	1,555,903	1,658,218	1,663,400	1,750,000	1,765,000
Festivals & New Vintage	3,074,203	3,006,894	3,280,000	3,153,239	3,447,000
Visitor Shuttle System	139,439	126,629	148,000	135,000	148,000
Miscellaneous Income	621,655	315,332	299,000	538,400	343,158
Total Operating Revenue	18,578,979	18,918,644	19,535,995	19,640,639	18,152,106
TRANSFERS IN:					
Transfer from 4B Economic Devl. Fund	348,945	298,819	385,458	323,940	344,809
Transfer from General Fund	0	15,041	0	0	0
Total Transfers In	348,945	313,861	385,458	323,940	344,809
TOTAL REVENUE & TRANSFERS	18,927,924	19,232,505	19,921,453	19,964,579	18,496,915
OPERATING EXPENDITURES:					
Personnel	4,501,700	4,630,206	5,429,119	5,246,078	5,652,684
Supplies	3,048,356	3,032,949	2,860,240	2,337,279	949,750
Maintenance	151,922	204,898	212,690	198,170	225,600
Services	3,345,401	3,491,886	3,342,908	3,271,173	4,544,184
Festival & Train Operations	3,997,994	3,897,417	3,953,350	4,150,000	4,149,800
Capital Outlay	13,159	8,976	108,500	145,400	40,000
Total Operating Expenditures	15,058,531	15,266,332	15,906,807	15,348,100	15,562,018
TRANSFERS OUT:					
Transfer to General Fund - Admin Fee	1,024,323	966,247	1,025,100	1,041,010	961,043
Transfer to GTRP Fund	25,000	40,000	30,000	30,000	25,000
Trans. To 4B Fund	0	244,460	0	0	0
Trans. to Debt Service Fund	1,966,070	2,085,317	2,087,900	2,038,900	1,935,950
Transfer to Capital Projects Fund	45,000	828,029	669,600	669,600	0
Transfer to Permanent Capital Maint.	0	70,068	35,000	35,000	0
Transfer to Capital Equip Acquisition Fund	0	450,000	0	0	0
Total Transfers Out	3,060,393	4,684,120	3,847,600	3,814,510	2,921,993
TOTAL EXPENDITURES & TRANSFERS	18,118,924	19,950,452	19,754,407	19,162,610	18,484,011
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:	809,000	(717,947)	167,046	801,969	12,904
ENDING FUND BALANCE:	5,424,087	4,706,140	4,873,186	5,508,109	1,921,821
FUND BALANCE REQUIREMENT:	2,475,375	2,509,534	2,614,818	2,522,975	2,558,140

* Fund balance requirement is 16.4% of total budgeted expenditures (60 days of operation).
 The FY 2014-15 projected Ending Fund Balance represents **45** days of operation.

FY 2014-15 PROPOSED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE CC ITEM #5
 CONVENTION & VISITORS BUREAU INCENTIVES FUND

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING FUND BALANCE:	0	0	0	0	3,599,192
OPERATING REVENUE:					
Occupancy Taxes - Gaylord					1,555,200
Occupancy Taxes - Great Wolf					450,000
Occupancy Taxes - All (1%)					2,191,124
Interest Income					3,676
Total Operating Revenue	0	0	0	0	4,200,000
TRANSFERS IN:					
	0	0	0	0	0
TOTAL REVENUE AND TRANSFERS	0	0	0	0	4,200,000
OPERATING EXPENDITURES:					
Personnel					0
Supplies					0
Maintenance					0
Services					1,707,600
Capital Outlay					0
Total Operating Expenditures	0	0	0	0	1,707,600
TRANSFERS OUT:					
	0	0	0	0	0
TOTAL EXPENDITURES AND TRANSFERS	0	0	0	0	1,707,600
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:					
	0	0	0	0	2,492,400
ENDING FUND BALANCE:	0	0	0	0	6,091,592

FY 2014-15 PROPOSED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE CC ITEM #5
 STORMWATER DRAINAGE UTILITY FUND

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING FUND BALANCE:	3,007,049	3,181,522	2,026,203	2,026,203	762,067
OPERATING REVENUE:					
Drainage Utility Fees	1,380,285	1,388,412	1,385,329	1,387,000	1,389,412
Interest Income	10,552	3,460	5,000	1,000	1,166
Interest Income - 2000 C.O.	380	120	400	45	46
Miscellaneous	365,186	5,600	0	(75)	0
Total Operating Revenue	1,756,402	1,397,591	1,390,729	1,387,970	1,390,624
TRANSFERS IN:	0	0	0	0	0
TOTAL REVENUE AND TRANSFERS	1,756,402	1,397,591	1,390,729	1,387,970	1,390,624
OPERATING EXPENDITURES:					
Personnel	465,963	468,404	496,233	429,845	495,598
Supplies	52,618	36,438	59,700	54,900	59,700
Maintenance	199,352	107,145	125,000	95,000	125,000
Services	242,529	259,307	248,141	243,900	260,408
Capital Outlay	78,378	903,960	800,000	1,195,000	365,000
Total Operating Expenditures	1,038,840	1,775,254	1,729,074	2,018,645	1,305,706
TRANSFERS OUT:					
Transfer to General Fund - Admin Fee	104,225	91,668	103,900	104,025	104,206
Transfer to Debt Service Fund	113,863	113,988	319,436	319,436	318,735
Transfer to Equipment Acquisition Fund	325,000	572,000	210,000	210,000	110,500
Total Transfers Out	543,088	777,656	633,336	633,461	533,441
TOTAL EXPENDITURES AND TRANSFERS	1,581,928	2,552,910	2,362,410	2,652,106	1,839,147
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:	174,474	(1,155,319)	(971,681)	(1,264,136)	(448,523)
ENDING FUND BALANCE:	3,181,522	2,026,203	1,054,522	762,067	313,544
FUND BALANCE REQUIREMENT:	170,768	291,823	284,231	331,832	214,637

* Fund balance requirement is 16.4% of total budgeted expenditures (60 days of operation).
 The FY 2014-15 projected Ending Fund Balance represents 88 days of operation.

FY 2014-15 PROPOSED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE CC ITEM #5
 CRIME CONTROL & PREVENTION DISTRICT

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING FUND BALANCE:	308,373	714,144	861,919	861,919	1,185,197
OPERATING REVENUE:					
Sales Tax (1/2 cent)	11,286,914	11,958,485	12,350,000	12,621,289	12,913,790
Commercial Vehicle Enforcement	150,181	187,226	200,000	180,000	200,000
Interest Income	3,435	2,464	5,075	2,500	2,500
Miscellaneous	220	1,980	0	0	0
Total Operating Revenue	11,440,750	12,150,154	12,555,075	12,803,789	13,116,290
TRANSFERS IN:					
Transfer from General Fund	1,500,000	1,300,000	1,175,000	1,000,000	700,000
Total Transfers In	1,500,000	1,300,000	1,175,000	1,000,000	700,000
TOTAL REVENUE AND TRANSFERS	12,940,750	13,450,154	13,730,075	13,803,789	13,816,290
OPERATING EXPENDITURES:					
Personnel	9,491,241	9,763,541	10,436,389	10,075,920	10,632,541
Supplies	574,421	689,760	926,915	839,202	691,708
Maintenance	106,875	108,975	142,300	141,570	138,800
Services	2,216,402	2,447,481	2,224,471	2,423,820	2,353,241
Capital Outlay	146,040	291,122	0	0	0
Total Operating Expenditures	12,534,979	13,300,880	13,730,075	13,480,512	13,816,290
TRANSFERS OUT:					
Transfer to Special Revenue Fund	0	1,500	0	0	0
Total Transfers Out	0	1,500	0	0	0
TOTAL EXPENDITURES AND TRANSFERS	12,534,979	13,302,380	13,730,075	13,480,512	13,816,290
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:	405,771	147,775	0	323,277	0
ENDING FUND BALANCE:	714,144	861,919	861,919	1,185,197	1,185,197

FY 2014-15 PROPOSED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE CG ITEM #5
 LAKE PARKS SPECIAL REVENUE FUND

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING FUND BALANCE:	(1,121,838)	(958,738)	(820,930)	(820,930)	(752,342)
OPERATING REVENUE:					
Boat Ramp Fees	146,061	146,480	150,000	135,000	150,000
Pavilion Fees	45,318	53,110	60,000	58,000	70,000
Camping Fees	1,294,892	1,369,574	1,525,000	1,500,000	1,525,000
Entrance Fees	356,505	345,371	375,000	380,000	380,000
Merchandise Sales	72,063	72,658	90,000	93,000	90,000
Interest & Misc. Income	13,523	53,346	25,000	40,000	30,000
Total Operating Revenue	1,928,362	2,040,540	2,225,000	2,206,000	2,245,000
TRANSFERS IN:	0	0	0	0	0
TOTAL REVENUE AND TRANSFERS	1,928,362	2,040,540	2,225,000	2,206,000	2,245,000
OPERATING EXPENDITURES:					
Personnel	153,353	161,759	187,168	181,821	151,111
Supplies	209,746	226,804	196,500	197,600	156,100
Maintenance	96,174	90,536	122,500	168,500	117,500
Services	969,423	1,095,982	1,013,320	1,018,320	1,211,951
Capital Outlay	0	0	108,000	91,723	18,000
Total Operating Expenditures	1,428,696	1,575,081	1,627,488	1,657,964	1,654,662
TRANSFERS OUT:					
Transfer to General Fund - Admin Fee	0	0	158,250	155,475	159,375
Transfer to Debt Service Fund	336,566	327,651	323,973	323,973	321,014
Total Transfers Out	336,566	327,651	482,223	479,448	480,389
TOTAL EXPENDITURES AND TRANSFERS	1,765,262	1,902,732	2,109,711	2,137,412	2,135,051
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:	163,100	137,808	115,289	68,588	109,949
ENDING FUND BALANCE:	(958,738)	(820,930)	(705,641)	(752,342)	(642,393)

FY 2014-15 PROPOSED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE **CC ITEM #5**
 4B TRANSIT FUND

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING FUND BALANCE:	10,687,723	12,896,954	16,154,778	16,154,778	7,590,906
OPERATING REVENUE:					
Sales Tax	11,637,444	12,290,417	12,637,500	12,918,101	13,305,644
Interest Income	30,478	17,649	37,500	25,287	27,000
Miscellaneous	0	0	0	19,500,000	0
Total Operating Revenue	11,667,922	12,308,066	12,675,000	32,443,387	13,332,644
TRANSFERS IN:					
Transfer in from Visitor Shuttle Fund	0	244,460	0	0	0
Total Transfers In	0	244,460	0	0	0
TOTAL REVENUE AND TRANSFERS	11,667,922	12,552,526	12,675,000	32,443,387	13,332,644
OPERATING EXPENDITURES:					
Personnel	0	0	0	0	0
Supplies	0	0	0	0	0
Services	7,283	3,491	31,116	25,932	290,000
Contractual Services - The T 3/8 Cent	7,768,204	8,619,843	8,542,667	8,758,575	9,084,424
Community Distributions	1,050,000	100,000	0	100,000	0
Capital Outlay	1,660	0	0	29,498,663	0
Total Operating Expenditures	8,827,147	8,723,334	8,573,783	38,383,170	9,374,424
TRANSFERS OUT:					
Transfer to Visitor Shuttle Fund	366,970	298,819	385,458	380,000	344,809
Transfer to Economic Development Fund	0	0	2,000,000	2,000,000	3,326,411
Transfer to General Fund - Admin Fee	264,575	272,548	244,922	244,089	251,356
Total Transfers Out	631,545	571,368	2,630,380	2,624,089	3,922,576
TOTAL EXPENDITURES AND TRANSFERS	9,458,691	9,294,702	11,204,163	41,007,260	13,296,999
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:	2,209,231	3,257,824	1,470,837	(8,563,872)	35,644
ENDING FUND BALANCE:	12,896,954	16,154,778	17,625,615	7,590,906	7,626,550
RESERVES:					
Reserved for Economic Development Projects	1,729,632	2,129,632	679,632	579,632	579,632
Reserved for Train Station Improvements	11,167,322	14,025,146	16,945,983	7,011,274	7,046,918
Total Reserves	12,896,954	16,154,778	17,625,615	7,590,906	7,626,550

FY 2014-15 PROPOSED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE CC ITEM #5
 ECONOMIC DEVELOPMENT FUND

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING FUND BALANCE:	0	0	0	0	2,799,493
OPERATING REVENUE:					
Interest Income					20,000
Total Operating Revenue	0	0	0	0	20,000
TRANSFERS IN:					
Transfer in from General Fund			1,000,000	1,000,000	
Transfer in from 4B Fund			2,000,000	2,000,000	3,326,411
Transfer in from TIF 1 Fund			1,000,000	1,000,000	
	0	0	4,000,000	4,000,000	3,326,411
TOTAL REVENUE AND TRANSFERS	0	0	4,000,000	4,000,000	3,346,411
OPERATING EXPENDITURES:					
Personnel	0	0	67,927	39,418	434,903
Supplies	0	0	5,000	4,000	5,000
Services	0	0	600,000	714,400	322,700
Total Operating Expenditures	0	0	672,927	757,818	762,603
TRANSFERS OUT:					
Transfer to Debt Service Fund	0	0	0	442,689	1,594,027
Transfer to Capital Equip Fund	0	0	0	0	38,000
Total Transfers Out	0	0	0	442,689	1,632,027
TOTAL EXPENDITURES AND TRANSFERS	0	0	672,927	1,200,507	2,394,630
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:	0	0	3,327,073	2,799,493	951,781
ENDING FUND BALANCE:	0	0	3,327,073	2,799,493	3,751,274

FY 2014-15 PROPOSED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE **CC ITEM #5**
 DEBT SERVICE FUND

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING FUND BALANCE:	9,292,112	12,252,396	16,119,415	16,119,415	16,136,530
OPERATING REVENUE:					
Property Taxes - Current	10,815,925	11,236,087	11,666,680	11,639,762	11,700,000
Property Taxes - Delinquent	134,388	150,758	110,000	63,587	69,779
Interest Income	36,694	24,537	75,000	28,703	40,000
Total Operating Revenue	10,987,008	11,411,382	11,851,680	11,732,052	11,809,779
TRANSFERS IN:					
Transfer from Municipal Ct. Technology Fund	22,446	22,722	23,607	23,607	55,825
Transfer from CVB Fund	1,966,070	2,085,317	2,087,900	2,038,900	1,935,950
Transfer from SDUS Fund	113,863	113,988	319,436	319,436	318,735
Transfer from Lake Parks Fund	336,566	327,651	323,973	323,973	321,014
Transfer from Economic Development Fund	0	0	0	0	1,594,027
Bond Proceeds/Refunding/Premiums	0	7,917,555	0	0	0
Total Transfers In	2,438,945	10,467,233	2,754,916	2,705,916	4,225,551
TOTAL REVENUE AND TRANSFERS	13,425,953	21,878,615	14,606,596	14,437,968	16,035,330
OPERATING EXPENDITURES:					
G.O. Bond Interest Payments	1,907,526	1,505,611	4,449,414	4,449,414	3,755,940
G.O. Bond Principal Payments	4,980,000	5,127,160	6,361,345	6,356,345	7,305,000
C.O. Interest Payments	630,069	542,460	504,510	504,510	1,441,404
C.O. Principal Payments	1,268,603	1,275,142	1,116,736	1,116,736	2,013,386
Tax and Note Interest Payments	173,188	124,353	165,355	165,355	97,860
Tax and Note Principal Payments	1,247,261	1,273,212	1,824,236	1,824,236	1,400,342
Fiscal Agent & Bond Fees	11,800	88,956	7,000	4,257	7,000
Pymt to Refund Bond Escrow Agent	0	7,833,892	0	0	0
Total Operating Expenditures	10,465,668	18,011,596	14,428,596	14,420,853	16,020,932
TRANSFERS OUT:	0	0	0	0	0
TOTAL EXPENDITURES AND TRANSFERS	10,465,668	18,011,596	14,428,596	14,420,853	16,020,932
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:	2,960,284	3,867,019	178,000	17,115	14,398
ENDING FUND BALANCE:	12,252,396	16,119,415	16,297,415	16,136,530	16,150,928
FUND BALANCE REQUIREMENT:	2,064,461	3,552,972	2,846,189	2,844,661	3,160,293

* Fund balance requirement is 20% of total budgeted expenditures (72 days of operation).
 The FY 2014-15 projected Ending Fund Balance represents **368** days of operation.

FY 2014-15 PROPOSED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE CC ITEM #5
 UTILITY ENTERPRISE FUND

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING WORKING CAPITAL:	6,453,485	6,625,733	6,253,108	6,253,108	8,545,833
OPERATING REVENUE:					
Water Sales	12,333,770	12,058,529	15,252,164	14,960,700	15,565,450
Wastewater Sales	6,533,301	6,629,881	7,802,336	7,802,336	8,207,960
Tap & Inspection Fees	80,860	137,145	48,000	106,064	48,000
Reconnects & Transfers	201,134	180,945	200,000	200,000	200,000
Interest Income	70,162	139,910	175,000	15,000	175,000
Miscellaneous Income	408,177	559,582	335,000	979,766	335,000
Total Operating Revenue	19,627,403	19,705,991	23,812,500	24,063,866	24,531,410
TRANSFERS IN:	0	0	0	0	0
TOTAL REVENUE AND TRANSFERS	19,627,403	19,705,991	23,812,500	24,063,866	24,531,410
OPERATING EXPENDITURES:					
Personnel	2,830,002	2,916,458	3,155,414	3,012,248	3,180,498
Supplies	597,025	632,368	836,700	726,222	789,874
Maintenance	391,585	433,868	417,647	420,019	423,109
Services	10,230,706	11,635,415	13,299,959	13,021,723	13,966,743
Debt Service	2,984,329	2,859,089	1,376,227	1,376,227	1,734,325
Permanent Capital Maint.	896,235	329,694	1,000,000	1,001,000	1,000,000
Capital Outlay	80,733	0	518,000	482,394	707,000
Total Expenditures	18,010,614	18,806,893	20,603,947	20,039,833	21,801,549
TRANSFERS OUT:					
Transfer to General Fund - Admin Fee	1,444,541	1,271,724	1,785,938	1,731,308	1,814,731
Total Transfers Out	1,444,541	1,271,724	1,785,938	1,731,308	1,814,731
TOTAL EXPENDITURES AND TRANSFERS	19,455,155	20,078,616	22,389,885	21,771,141	23,616,280
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:	172,248	(372,625)	1,422,615	2,292,725	915,130
ENDING WORKING CAPITAL:	6,625,733	6,253,108	7,675,723	8,545,833	9,460,963
FUND BALANCE REQUIREMENT:	2,960,649	3,091,544	3,386,950	3,294,219	3,583,816

* Fund balance requirement is 16% of total net budgeted expenses or 60 days of operation.
 The FY 2014-15 projected Ending Working Capital Balance represents **158** days of operation.

FY 2014-15 PROPOSED OPERATING BUDGET **CC ITEM #5**
UTILITY PERMANENT CAPITAL MAINTENANCE PROJECTS

<u>PROJECT:</u>	<u>FY 2014-15 PROPOSED</u>
Water Permanent Capital Maintenance	500,000
Wastewater Permanent Capital Maintenance	500,000
TOTAL FY 2014-15 UTILITY PCMF PROJECTS:	\$1,000,000

FY 2014-15 APPROVED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE **CC ITEM #5**
 LAKE ENTERPRISE FUND

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING WORKING CAPITAL:	(2,773,954)	(2,979,377)	(3,120,963)	(3,120,963)	(3,135,168)
OPERATING REVENUE:					
Cart and Club Rentals	802,690	792,887	820,000	780,000	825,000
Tournament Fees	3,850	5,400	6,000	6,000	7,000
Driving Range	167,446	161,287	175,000	175,000	185,000
Golf Pro Shop Sales	199,098	203,833	227,000	212,000	247,000
Golf Course Green Fees	1,566,778	1,525,024	1,575,000	1,474,518	1,575,000
Annual Green Fee Memberships	93,401	172,350	165,000	169,925	175,000
Restaurant % of Sales	43,046	40,498	47,800	40,000	47,800
Lesson Income	13,754	11,741	15,000	10,500	20,000
Interest Income	666	371	565	155	155
Golf Sub-Lease	171,315	184,953	200,000	185,000	200,000
Miscellaneous Income	17,825	21,867	23,000	21,545	23,000
Total Operating Revenue	3,079,867	3,120,210	3,254,365	3,074,643	3,304,955
TRANSFERS IN:	0	0	0	0	0
TOTAL REVENUE AND TRANSFERS	3,079,867	3,120,210	3,254,365	3,074,643	3,304,955
OPERATING EXPENDITURES:					
Personnel	1,253,907	1,287,063	1,383,780	1,127,326	1,364,303
Supplies	367,030	347,341	379,683	379,683	384,028
Maintenance	93,310	106,165	96,869	98,169	111,089
Services	812,912	837,545	843,910	821,362	834,852
Debt Service	526,012	484,786	437,719	437,719	433,150
Capital Outlay	0	0	129,500	114,000	115,000
Total Operating Expenditures	3,053,170	3,062,900	3,271,461	2,978,259	3,242,422
TRANSFERS OUT:					
Transfer to General Fund - Admin Fee	232,120	198,896	118,125	110,589	118,125
Total Transfers Out	232,120	198,896	118,125	110,589	118,125
TOTAL EXPENDITURES AND TRANSFERS	3,285,290	3,261,796	3,389,586	3,088,848	3,360,547
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:	(205,423)	(141,586)	(135,221)	(14,205)	(55,592)
ENDING WORKING CAPITAL:	(2,979,377)	(3,120,963)	(3,256,184)	(3,135,168)	(3,190,760)

FY 2013-14 APPROVED OPERATING BUDGET
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE CC ITEM #5
 FUND 174 - CAPITAL / STREET MAINTENANCE PROGRAM

	2011-12 Actual	2012-13 Actual	2013-14 Budget	2013-14 Estimate	2014-15 Proposed
BEGINNING FUND BALANCE:	1,037,199	1,647,255	1,751,789	1,751,789	1,330,325
OPERATING REVENUE:					
Interest Income	4,821	6,301	5,000	5,000	5,000
Participation	30,662	0	0	0	0
Miscellaneous	87,647	0	0	0	0
Total Operating Revenue	123,130	6,301	5,000	5,000	5,000
TRANSFERS IN:	2,571,500	2,809,000	2,809,000	2,809,000	3,279,000
TOTAL REVENUE AND TRANSFERS	2,694,630	2,815,301	2,814,000	2,814,000	3,284,000
OPERATING EXPENDITURES:					
Facilities Maintenance	456,746	404,320	550,000	504,386	550,000
Parks Maintenance	634,062	836,206	701,000	630,702	1,096,000
Street Maintenance and Overlay	801,346	1,172,392	1,255,000	1,800,000	1,255,000
Traffic Signal, Striping and Signing Maint.	192,229	291,555	303,000	300,000	378,000
Total Operating Expenditures	2,084,574	2,710,767	2,809,000	3,235,464	3,279,000
TRANSFERS OUT:	0	0	0	0	0
TOTAL EXPENDITURES AND TRANSFERS	2,084,574	2,710,767	2,809,000	3,235,464	3,279,000
SURPLUS (DEFICIT) OF REVENUE OVER (UNDER) EXPENDITURES:	610,056	104,534	5,000	(421,464)	5,000
ENDING FUND BALANCE:	1,647,255	1,751,789	1,756,789	1,330,325	1,335,325

**FY 2014-15 PROPOSED OPERATING BUDGET
COMMUNITY QUALITY OF LIFE PROJECTS**

CC ITEM #5

<u>PROJECT:</u>	<u>FY 2014-15 PROPOSED</u>
Backlit Street Name Signs	30,000
Main Street Holiday Decorations	150,000
Wall-Farrar Nature Park, Phase I	106,715
Gateway Project	295,000
CAC Multi-Purpose Field Improvements	250,000
TOTAL FY 2014-15 QOL PROJECTS:	\$831,715

**FY 2014-15 PROPOSED OPERATING BUDGET
CAPITAL IMPROVEMENT PROJECTS**

CC ITEM #5

<u>PROJECT CATEGORY:</u>	<u>FY 2014-15 PROPOSED</u>
Streets, Traffic and Drainage Projects	4,202,843
Buildings and Facilities Projects	38,888,602
Parks and Beautification Projects	2,029,964
Water and Wastewater Projects	7,547,847
TOTAL FY 2014-15 CIP PROJECTS:	\$52,669,256

**FY 2014-15 PROPOSED OPERATING BUDGET
CAPITAL EQUIPMENT ACQUISITION FUND**

CC ITEM #5

<u>CATEGORY:</u>	<u>FY 2014-15 PROPOSED</u>
Information Technology Replacements	557,000
Fleet Vehicle and Equipment Replacements (non-Utility)	2,318,000
Fleet Vehicle Additions	190,000
TOTAL FY 2014-15 EQUIPMENT ACQUISITIONS:	\$3,065,000

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: SEPTEMBER 2, 2014
SUBJECT: LOCAL PROJECT ADVANCE FUNDING AGREEMENT WITH
TXDOT FOR THE BIG BEAR CREEK PEDESTRIAN LINKAGE
TRAIL

RECOMMENDATION:

City Council consider approving a Local Project Advance Funding Agreement with TxDOT for the Big Bear Creek Pedestrian Linkage Trail, authorize payment in the amount of \$80,535 to TxDOT for the construction costs, authorize the City Manager to execute said agreement and take any necessary action.

FUNDING SOURCE:

Funds for the construction of the trail will come from the unencumbered balance of the Quality of Life Fund.

BACKGROUND INFORMATION:

Over the past several years, residents in the Western Oaks and Belfort subdivisions have requested a safe access to the Big Bear Creek Hike & Bike Trail. Since the hike and bike trail is located on the north side of the creek and the subdivisions on the south side, there is no safe way to access the trail.

Initially, staff was looking at a trail linkage from Heritage Drive north and installing a pedestrian bridge across Big Bear Creek to the trail. However, one of the consulting firms interviewed for the design recommended (as a way to reduce the cost) using a part of the edge of the service road along William D. Tate Avenue to link up with the trail on the north side of the creek.

Initially, Council approved \$277,000, to TXDOT for the Advance Funding Agreement. TxDOT is managing the bidding and construction of the trail and the final bid that came in required an additional \$80,535 commitment from the City. However, at that time the plans were in flux and we looked for a less-expensive option for making this connection.

- Funding Allocated thus far:
 - o \$277,000 – advanced funding

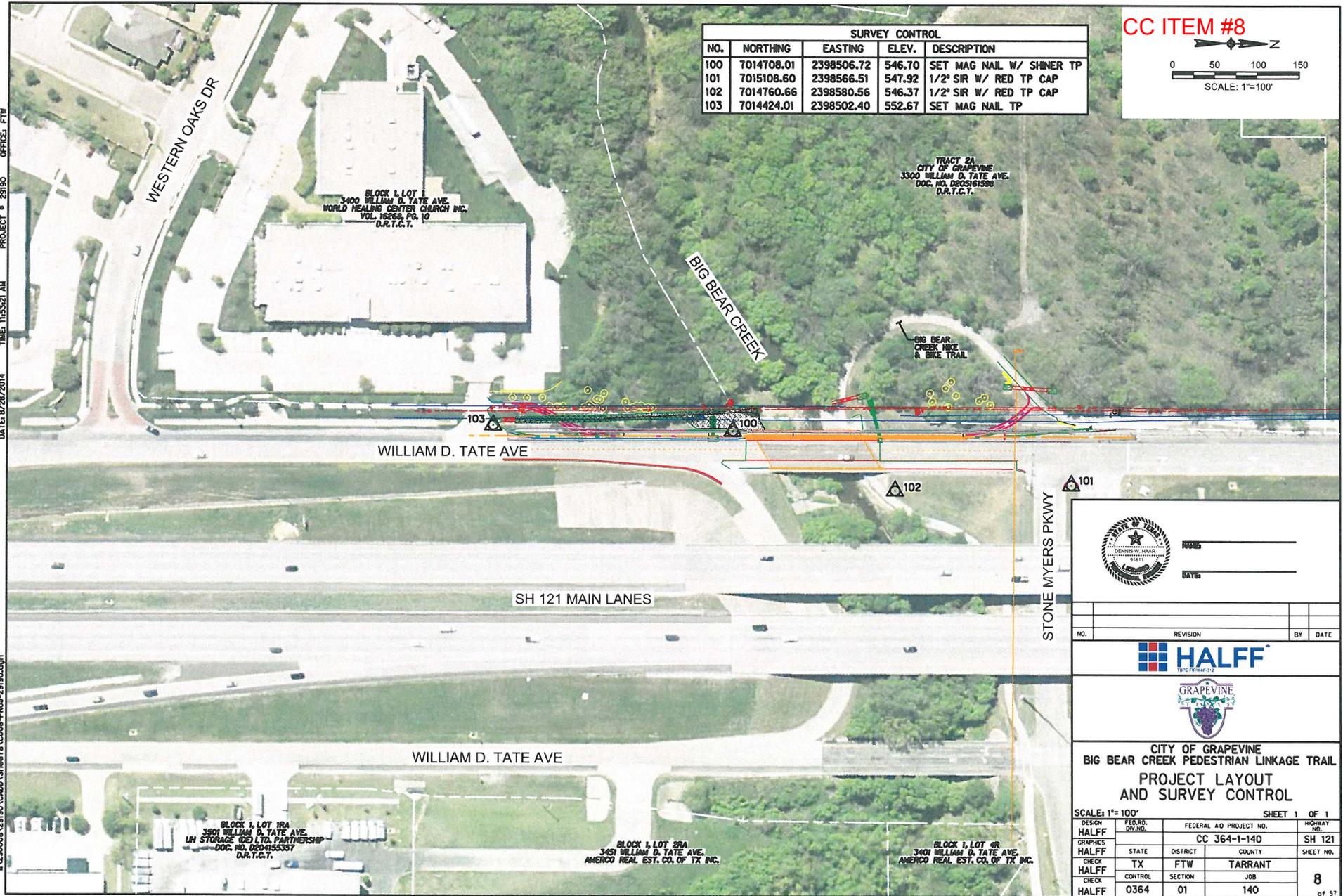
- New funding required:
 - o \$80,535

The additional amount is required due to the final design of the project, material cost, labor cost and TxDOT safety requirements have all risen and/or changed since the original estimate in 2012.

Staff recommends approval of the agreement.

KM

DATE: 8/28/2014 TIME: 11:53:21 AM PROJECT: 29190 OFFICE: FTW
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SURVEY CONTROL			
NO.	NORTHING	EASTING	ELEV. DESCRIPTION
100	7014708.01	2398506.72	546.70 SET MAG NAIL W/ SHINER TP
101	7015108.60	2398566.51	547.92 1/2" SIR W/ RED TP CAP
102	7014760.66	2398580.56	546.37 1/2" SIR W/ RED TP CAP
103	7014424.01	2398502.40	552.67 SET MAG NAIL TP

CC ITEM #8

0 50 100 150
 SCALE: 1"=100'

BLOCK 1, LOT 1
 3400 WILLIAM D. TATE AVE.
 WORLD HEALING CENTER CHURCH INC.
 VOL. 18286, PG. 10
 D.R.T.C.T.

TRACT 2A
 CITY OF GRAPEVINE
 3300 WILLIAM D. TATE AVE.
 DOC. NO. 0803161393
 D.R.T.C.T.

WILLIAM D. TATE AVE

SH 121 MAIN LANES

WILLIAM D. TATE AVE

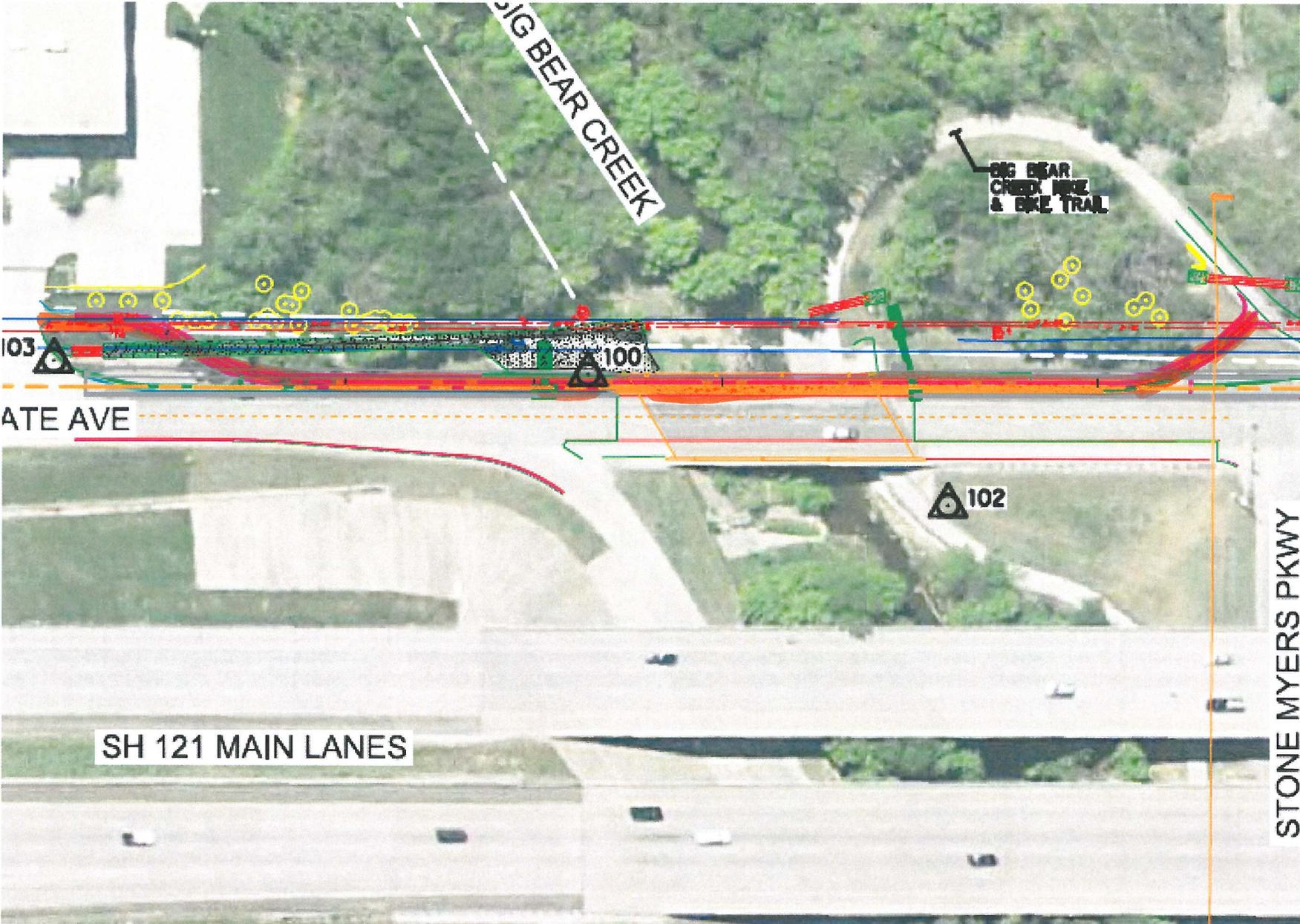
BLOCK 1, LOT 19A
 3501 WILLIAM D. TATE AVE.
 LH STORAGE (KD) LTD. PARTNERSHIP
 DOC. NO. 080155337
 D.R.T.C.T.

BLOCK 1, LOT 29A
 3491 WILLIAM D. TATE AVE.
 AMERCO REAL EST. CO. OF TX INC.

BLOCK 1, LOT 4R
 3401 WILLIAM D. TATE AVE.
 AMERCO REAL EST. CO. OF TX INC.

STONE MYERS PKWY

		NAME _____
		DATE _____
NO.	REVISION	BY DATE
CITY OF GRAPEVINE BIG BEAR CREEK PEDESTRIAN LINKAGE TRAIL PROJECT LAYOUT AND SURVEY CONTROL		
SCALE: 1"=100'		SHEET 1 OF 1
DESIGN HALFF	FED. AID PROJECT NO. CC 364-1-140	HIGHWAY NO. SH 121
GRAPHICS HALFF	STATE TX	DISTRICT FTW
CHECK HALFF	COUNTY TARRANT	SHEET NO.
CONTROL HALFF	SECTION 0364	JOB 140
		8 of 57



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: SEPTEMBER 2, 2014

SUBJECT: PROPOSED AMENDMENTS TO CHAPTER 7, BUILDINGS AND CONSTRUCTION, ARTICLE I, SECTION 7-4 CHANGING COMPOSITION OF BUILDING BOARD OF APPEALS

RECOMMENDATION:

City Council to consider an ordinance amending Chapter 7 of the Grapevine Code of Ordinances, Buildings and Construction, Article I, Section 7-4 relative to qualifications of members of the Building Board of Appeals.

BACKGROUND INFORMATION:

The amendments to the Building Code relative to the Building Board of Appeals have always included a position for a representative from the local electric utility. Based on the cases typically heard by the Board, a Licensed Professional Engineer and/or Registered Architect would be more appropriate members.

This change would not prohibit a representative from the local electric utility from serving in the future, as two of the members as well as the alternate are appointed as deemed appropriate by council. Additionally, if individuals cannot be found who wish to serve matching the stated qualifications, council may appoint members with any qualifications deemed appropriate.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AMENDING THE GRAPEVINE CODE OF ORDINANCES, CHAPTER 7 BUILDINGS AND CONSTRUCTION, ARTICLE I, SECTION 7-4, RELATIVE TO QUALIFICATIONS OF MEMBERS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine is authorized to adopt ordinances to protect the health, safety and welfare of its citizens; and

WHEREAS, the City of Grapevine has determined that it is a necessity to regulate the activities and entities as provided for herein to safeguard the public; and

WHEREAS, the City of Grapevine is authorized by law to adopt the provisions contained herein, and has complied with all prerequisites necessary for the passage of this ordinance; and

WHEREAS, the City has determined that an amendment of Chapter 7 Buildings and Construction of the Code of Ordinances is in the best interest of the City and its citizens.

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

Section 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. That Chapter 7 Buildings and Construction, Article 1, Section 7-4, Creation of building board of appeals, composition and qualification of members is hereby amended as follows:

“The city council shall appoint seven members to the following boards who shall collectively and jointly serve as the membership of said boards; board of appeals as authorized by the International Building Code, International Residential Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, and Electrical Board as authorized by Article III of this chapter. The membership of each named board shall consist of the same seven individuals. The boards named herein shall be collectively called the building board of appeals, hereinafter referred to as the board.

The board shall adopt rules of procedure for conducting its business. All meetings shall be public, and shall be held at the time and location established by the rules of procedure.

The seven members appointed to the board shall qualify and serve as members of each board named herein as required by the respective codes. There is hereby established the position of first alternate member of the board who shall be appointed by the city council and who shall meet with the board and serve in the place and with the full power of a member in the absence or conflict of a member.

The qualifications of the members shall be as follows:

- (1) One member shall be a general building contractor registered to operate in the City of Grapevine with at least five years of general contracting experience;
- (2) One member shall be a licensed and registered master electrician with at least five years of experience as an electrical contractor;
- (3) One member shall be a licensed and registered mechanical contractor with at least five years experience;
- (4) One member shall be a licensed and registered master plumber with at least five years experience as a plumbing contractor;
- (5) ~~One member shall be an employee of the electric utility company system for the City of Grapevine. The appointment of this member shall be approved by the utility;~~ **One member shall be a Registered Architect or a Licensed Professional Engineer;**
- (6) The remaining two members and the alternate shall be approved as deemed appropriate by the city council.

In the event there are no individuals who are willing to serve who meet the above stated qualifications, the city council shall appoint a member with qualifications deemed appropriate to serve that term.

Each of the seven citizen members shall occupy a place on the building board of appeals, such places being numbered 1, 2, 3, 4, 5, 6, and 7. Upon approval and adoption of Ordinance No. 99-85 amending this section, places 1, 2 and 3 as appointed June 7, 1994, including any subsequent appointments, shall continue to serve a term of two years. Places 4 and 5, as appointed June 7, 1994 (for a one-year term), including any subsequent appointments, shall continue to serve a term of two years. Places 6 and 7 and the alternate are to be appointed June 1999, and shall serve for a term of two years. Subsequent appointments to places 6 and 7 shall be for a period of two years. The alternate appointment shall be for a period of one year beginning in June, 2009. Terms of

the board members shall be staggered two-year terms and all other duties and responsibilities shall be as required by the codes.

Any member of the board may be removed for cause by the city council if such removal is for the best interest of the public. All members shall serve without compensation.”

Section 3. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect.

Section 4. That if any section, subsection, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance,

Section 5. That the fact that the present ordinances and regulations of the City of Grapevine, Texas are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Grapevine, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 2nd day of September, 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: SEPTEMBER 2, 2014
SUBJECT: BUILDING BOARD OF APPEALS APPOINTMENTS

RECOMMENDATION

City Council to consider nominations and the appointment of two members to the Building Board of Appeals.

BACKGROUND

There are three vacant member positions on the Building Board of Appeals and to ensure a quorum of the Board, Council Member Sharron Spencer has requested appointments be considered.

Council Member Spencer has nominated Roger "Skip" Blake and Paul Coventry as regular members to the Building Board of Appeals to fill the unexpired two-year terms of Rex Young and Hal Hardister. These unexpired board positions expire in 2015, and still leave an alternate member position vacant. Staff will continue to advertise the vacant alternate member position for future consideration by the City Council.

jcb

AUG 27 2014

GRAPEVINE BOARD AND COMMISSION APPLICATION

CC ITEM #10

BOARD OR COMMISSION DESIRED: BOARD OF APPEALS

Use a separate application for each appointment desired.

All information provided is public pursuant to the Texas Public Information Act.

Name: Ms Mrs Mr Dr ROGER (SKIP) BLAKE

Address: GRAPEVINE, TEXAS 76091

Home Telephone: _____ Work Telephone: 817-488-9397

Employer: BLAKE ARCHITECTS

Position: OWNER - ARCHITECT

Grapevine Resident 3 months Years Tarrant Co. Voter Registration No. 1045596314 ✓

By providing an email address, you are consenting to the release of your email address by the City.

Email Address: _____ Fax: _____

Education: BACHELORS DEGREE UNIVERSITY TEXAS ARLINGTON

Other relevant information, civic activities, memberships, etc.: _____

ELDER - GRAPEVINE CHURCH OF CHRIST

Interest: Explain why you are interested in being appointed to this board/commission. _____

HELP CITY MAINTAIN ITS STANDARDS WHILE BEING FAIR TO LAND OWNERS

Special knowledge or past experience qualifying you for this appointment: I AM A REGISTERED ARCHITECT SINCE 1983.

References: List the name and phone number of one Grapevine resident, City staff, City Council, or current Committee members who may be contacted on your behalf.

MICHAEL LEASE

Number of Board/Commission meetings attended in past 12 months 0

Number of City Council meetings attended in past 12 months 1

I understand that by signing this application my attendance will be required at all committee meetings.

I certify that all of my local property taxes are current and that I have not entered a guilty plea or no contest or been convicted of a crime in a civilian or military court or received a deferred adjudication (not including traffic violations).

Signature of Applicant: [Signature] Date: 8-27-2014

GRAPEVINE BOARD AND COMMISSION APPLICATION

CC ITEM #10

BOARD OR COMMISSION DESIRED: Building Board of Appeals

Use a separate application for each appointment desired.

All information provided is public pursuant to the Texas Public Information Act.

Name: Ms Mrs Mr Dr Paul V. Coventry

Address: , Grapevine, Texas 76051

Home Telephone: _____ Work Telephone: 817-481-4286

Employer: Coventry & Gattis A/C, Inc. Position: Owner

Grapevine Resident 30 Years Tarrant Co. Voter Registration No. 1046270794 ✓

By providing an email address, you are consenting to the release of your email address by the City.

Email Address: _____ Fax: 817-329-5888

Education: US Army, Feb. 1971-1975, two years college TCU 1975-1979

Other relevant information, civic activities, memberships, etc.:

Grapevine AMBUCS

Interest: Explain why you are interested in being appointed to this board/commission.

I would like to help make Grapevine be the best little city in Texas.

Special knowledge or past experience qualifying you for this appointment:

Air Conditioning service and construction since 1978, Texas Air Conditioning Contractor License number B18279E since 1996.

References: List the name and phone number of one Grapevine resident, City staff, City Council, or current Committee members who may be contacted on your behalf.

Mrs. Sharon Spencer.

Number of Board/Commission meetings attended in past 12 months 0

Number of City Council meetings attended in past 12 months 0

I understand that by signing this application my attendance will be required at all committee meetings.

I certify that all of my local property taxes are current and that I have not entered a guilty plea or no contest or been convicted of a crime in a civilian or military court or received a deferred adjudication (not including traffic violations).

Signature of Applicant: Paul V. Coventry Date: August 27, 2014

Please return completed application to:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
MEETING DATE: SEPTEMBER 2, 2014
SUBJECT: RESOLUTION AUTHORIZING PARTICIPATION IN THE
TEXPOOL INVESTMENT POOLS AND DESIGNATING
AUTHORIZED REPRESENTATIVES

RECOMMENDATION:

City Council to consider a resolution authorizing participation in the TexPool Investment Pools.

BACKGROUND:

The Texas Local Government Investment Pools ("**TexPool/TexPool Prime**"), public funds investment pools, were created on behalf of entities whose investment objectives are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

It is in the best interest of the City to invest local funds for investment in the Texas Local Government Investment Pools ("**TexPool/TexPool Prime**").

Staff recommends approval.



**TexPool Investment Pools
Participation Agreement**

PREAMBLE

This participation agreement (the "Agreement") is made and entered into by and between the Comptroller of Public Accounts (the "Comptroller"), acting through the Texas Treasury Safekeeping Trust Company (the "Trust Company"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool *Prime*, (collectively the "TexPool Investment Pools"), and _____ (the "Participant").

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN, ch. 2256 (the "Acts") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN, § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool *Prime* are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

**ARTICLE I.
DEFINITIONS**

“Account” shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

“Authorized Investments” shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

“Authorized Representative(s) of the Participant” shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

“Authorized Representative(s) of the Trust Company” shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company’s Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

“Board” shall mean the advisory board provided for in the Investment Act (as defined below).

“Investment Act” shall mean the Public Funds Investment Act, TEX. GOV’T CODE ANN. ch. 2256, as amended from time to time.

“Investment Policy” shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

“Letter of Instruction” shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

“Operating Procedures” shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

“Participant” shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

“Resolution” shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity’s participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

**ARTICLE II.
GENERAL ADMINISTRATION**

CC ITEM #11

Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

**ARTICLE III.
PARTICIPATION REQUIREMENTS**

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

Section 3.02. Operating Procedures

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

**ARTICLE IV.
INVESTMENTS**

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a *pro rata* allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a *pro rata* allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool *Prime*, may be commingled with all other monies held in TexPool and TexPool *Prime*, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

ARTICLE V.
FEES, EXPENSES AND REPORTS

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

ARTICLE VI.
MISCELLANEOUS

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the *Participant*:

Participant Name	CITY OF GRAPEVINE		
Address	200 South Main Street		
City, State, Zip	Grapevine, Texas 76051		
Telephone	817-410-3115	Fax	817-410-3005

To *Trust Company* with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
Attn: TexPool Investment Pools
Rusk State Office Building
208 East 10th Street
Austin, TX 78701
Telephone: (512) 463-3716
FAX No.: (512) 463-0823

To *TexPool Investment Pools* with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
 C/O Federated Investors Inc.
 1001 Texas Ave., Suite 1400
 Houston, TX 77002
 Telephone: 1-866-839-7665 (1-866-TEX-POOL)
 FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is: 75-6000546. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notified, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool *Prime* is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

PARTICIPANT

TEXAS TREASURY SAFEKEEPING TRUST COMPANY

Comptroller of Public Accounts

Signature _____

Signature _____

Printed Name William D. Tate

Printed Name _____

Title Mayor

Title _____

Date _____

Date _____

CERTIFICATE OF INCUMBENCY

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the ____ day of _____, 20__.

Signature _____

Printed Name Jodi C. Brown

Title City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING PARTICIPATION IN THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL (TEXPOOL PRIME); AMENDING DESIGNATED AUTHORIZED REPRESENTATIVES AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine is a local government of the State of Texas and is empowered to invest its funds in State Investment Pools with the best return on investments; and

WHEREAS, it is in the best interest of the City of Grapevine to invest in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Investment Act; and

WHEREAS, the City of Grapevine currently participates in TexPool and wishes to extend authorization to include participation in a subsequent Texas Local Government Investment Pool Program, TexPool Prime, and it is in the best interest of the City of Grapevine to enhance its investment returns with the ability to engage in both TexPool's Programs (TexPool and TexPool Prime) which will offer an additional option for overnight rates; and

WHEREAS, the current Texas Local Government Investment Pool authorizations for account access will be updated to reflect current staff; and

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

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

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

Section 1. That the City Council of the City of Grapevine, Texas, authorizes participation in the TexPool Prime Investment Program.

Section 2. That TexPool and TexPool Prime accounts will be managed by the Director of Administrative Services with the signatories on the pool accounts being Director of Administrative Services, Managing Director of Financial Services, Management Services Director, and Controller. The Financial Analyst will have inquiry only access; and the individuals whose signatures appear in the attached Exhibit "A" are hereby designated as Authorized Representatives of the City of Grapevine and are each hereby authorized to transmit funds for investment in TexPool and TexPool Prime.

Section 3. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the City of Grapevine.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 2nd day of September, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:



Resolution Authorizing Participation in the TexPool Investment Pools And Designating Authorized Representatives

WHEREAS, City of Grapevine, Texas

("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in it's name in **TexPool/TexPool Prime**, for the purpose of transmitting local funds for investment in **TexPool/TexPool Prime**.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in **TexPool/TexPool Prime** and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

List of the authorized representatives of the Participant. These individuals will be issued P.I.N. numbers to transact business via the phone with a Participant Service Representative.

- 1. Name: Karen L. Walker Title: Managing Director of Financial Services
Phone/Fax/Email: 817-410-3115; Kwalker@grapevinetexas.gov
Signature:
- 2. Name: Debra Russo Title: Controller
Phone/Fax/Email: 817-410-3147; Debrar@grapevinetexas.gov
Signature:
- 3. Name: Gary W. Livingston Title: Management Services Director
Phone/Fax/Email: 817-410-3112; Garyl@grapevinetexas.gov
Signature:
- 4. Name: John McGrane Title: Director of Administrative Services
Phone/Fax/Email: 817-410-3110; Jmcgrane@grapevinetexas.gov
Signature:

5. Name: N/A Title: _____ **CC ITEM #11**
Phone/Fax/Email: _____
Signature: _____

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name: Karen L. Walker, Managing Director of Financial Services

In addition and at the option of the Participant, one additional authorized representative can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

6. Name Jennifer Martinez Title Financial Analyst
Phone/Fax/Email: Jmartinez@grapevinetexas.gov; 817-410-3111 Jennifer Martinez

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until **TexPool/TexPool Prime** receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ____ Day of _____, 20 ____.

Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

NAME OF PARTICIPANT: City of Grapevine, Texas

SIGNED: _____
Signature
Bruno Rumbelow William D. Tate
Printed Name
City Manager Mayor
Title

ATTEST: _____
Signature
Jodi Brown
Printed Name
City Secretary
Title

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
MEETING DATE: SEPTEMBER 2, 2014
SUBJECT: RENEW ANNUAL CONTRACT FOR APPLICATION SOFTWARE
LICENSING AND EXTENDED SUPPORT SERVICES FOR THE
FINANCIAL APPLICATION SOFTWARE SYSTEM

RECOMMENDATION:

City Council to consider approval for the renewal of an annual contract with STW, Inc. for extended support services, licensing fees and special projects for the City's financial application software system.

FUNDING SOURCE:

Funding for this purchase will be available in accounts 100-44500-105-2 (General Fund/IT Software Fees) and 200-44500-530-3 (Utility Fund/IT Software Fees) in an annual estimated amount of \$74,745.00.

BACKGROUND:

The initial contract with STW, Inc. was initiated in 1995 and has been renewed every year since. If approved, this will be for the 2014-2015 fiscal year annual renewal period.

The purpose of the Licensing Agreement and the Extended Support Services contract is to provide on-going services for the finance system in addition to the standard "telephone support" and special projects provided with the annual STW application software lease and software products distributed by STW, Inc. The contract provides basic support services for issues related to the operation of the STW application software on local personal computers, related printing issues, application security, license fees and other special projects that will be billed at the agreed hourly rate. This service is to provide periodic database tuning, analyze server performance issues and security as it relates to the STW application software.

Staff recommends approval.

KW/BS

CONTRACT BETWEEN
CITY OF GRAPEVINE, TEXAS AND STW, INC.
For Licensing, Installing and
Supporting Application Software

The parties to this Contract are STW, Inc. (STW), a Texas corporation and City of Grapevine, Texas (Customer). This Agreement sets forth the terms and conditions under which STW will furnish Licensed Products and provide certain services described herein to Customer, and Customer will pay therefor.

Exhibits attached which are a part of this Contract are:

Appendix A

For and in consideration of the mutual undertakings herein set forth, the parties hereto agree as follows:

1. **DEFINITIONS.** The following terms as defined below are used throughout this Contract.
 - (a) "Licensed Software." The machine-readable object code version of the software that STW makes generally available and described in Appendix A, whether embedded on disc, tape or other media.
 - (b) "Licensed Documentation." The published user manuals and documentation that STW makes generally available for the Software.
 - (c) "Updates." Any enhanced and/or improved versions of the Software provided under Appendix A of this Agreement and released to the Customer after execution of this Contract.
 - (d) "Licensed Products." (1) The Licensed Software, (2) Licensed Documentation, (3) Updates, and (4) Licensed Custom Software provided under this Contract, or (5) any copy of items (1) - (4).
 - (e) "Licensed Custom Software." Any software programs (or portions of programs) developed by STW specifically for Customer's own use.

- (f) "Authorized Copies." The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined as follows:
 - (1) the single copy of the Licensed Software and the related Licensed Documentation delivered by STW under this Agreement; and
 - (2) any additional copies made by the Customer, as authorized in Section 3(c) and 3(d).
- (g) "Designated System." The hardware and software as specified, listed in Appendix A, and installed at the City of Grapevine, Texas.

2. PRIMARY CONTACTS AND REPRESENTATIVES.

The primary contact for STW during the term of this Agreement shall be:

Mr. David Johnson
212 East Franklin
Grapevine, Texas 76051
Telephone: (817) 329-1711
Facsimile: (817) 421-0206

The primary contact for Customer during the term of this Contract shall be:

Ms. Karen Walker
200 S Main St 2nd floor
Grapevine, Texas 76051
817-410-3115
817-410-3005

Customer shall notify STW in writing of any change in the primary contact.

3. LIMITED USE LICENSE.

- (a) In consideration of annual software rental fees and other charges, if any, and the applicable custom software fees, if any, as provided in Appendix A, STW hereby grants Customer and Customer hereby accepts from STW a non-transferrable and non-exclusive right to use the Licensed Software only on the Designated System and only for its internal processing needs, subject to the terms and conditions specified herein for a term as provided by Section 18 herein.
- (b) Once Customer has paid the annual software rental fees for Licensed Software, Customer shall have the right and license to use, enhance, or modify the Licensed Software only for the Customer's own use and only on the Designated System for the term of the license.

- (c) In order to assist Customer in the event of an emergency, Customer is permitted to make up to two (2) back up copies on magnetic media of each application of the Licensed Software and one back up copy of the related Licensed Documentation. These Authorized Copies may be stored off-site away from Customer's premises (as specified in the Definitions Section) so long as they are kept in a location secure from unauthorized use. Customer or anyone obtaining access through Customer shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product includes, without limitation, copies of the following:
- (1) program libraries, both source or object code;
 - (2) operating control language;
 - (3) test data, sample files, or file lay outs;
 - (4) program listings; and
 - (5) licensed documentation.
- (d) Upon written request by Customer, and with written permission by STW, additional Authorized Copies may be made for Customer's internal use only.
- (e) Customer may use the Licensed Products on the Designated System only while it possesses and operates the Designated System, and only during the term of the license.
- (f) If Designated System becomes temporarily inoperable, Customer may load and use the Software on another System until the original Designated System becomes operable.
- (g) Any other use or transfer of the Software will require STW's prior approval, which may be subject to additional charges.
- (h) Customer may use Licensed Products only in and for the Customer's own internal purposes and business operations. Customer will not permit any other person to use Licensed Products, whether on a time-sharing, remote job entry or other multiple-user arrangement. Customer may make back-up archival copies of the Software and any related Updates. Customer will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the location of each of these copies. Customer will not otherwise attempt to copy, translate, modify, adapt, decompile, disassemble or reverse engineer Licensed Products.

4. PAYMENT.

Customer agrees to pay STW the amounts specified in Appendix A in U.S. dollars and by the date specified in Appendix A. Any amount not paid when due, which is not in dispute, will accrue interest at the rate of one and one-half (1.5) percent per month, or the maximum interest allowable under applicable law, whichever is less. Customer will pay such interest when remitting the principal amount to STW.

5. LICENSED SOFTWARE UPDATES, CUSTOMER SUPPORT.

- (a) STW agrees to provide Customer, at no additional charge, with the Updates that STW may make generally available during the Contract period.
This Paragraph will not be interpreted to require STW to either:
- (1) develop and/or release Updates; or
 - (2) customize Updates to satisfy Customer's particular requirements.
- (b) Updates will not include any new Products that STW decides, in its sole discretion, to make generally available as a separately priced Update or option. An update provided free of charge to more than one other customer will be provided free of charge to Customer.
- (c) Updates will provide full data compatibility with prior versions or will include programs and/or utilities to automatically convert prior data files to structures required by the Update.
- (d) The following services shall also be included as Support, and provided under this Section:
- (1) Temporary fixes to Licensed Products;
 - (2) Revisions to Licensed Documentation to reflect new software functions, features and operations;
 - (3) Reasonable telephone and/or remote (dial-in) support for Licensed Products, Monday through Friday from 8:00 a.m. to 5:00 p.m., local time; and
 - (4) Invitations to and participation in user group meetings, if any.

- (e) Additional support for other services is available as requested by Customer, using the hourly rates as provided in Appendix A of this Contract. These additional services include, but are not limited to, the following:
 - (1) Designing, programming and supporting Licensed Custom Software.
 - (2) Maintaining modified Licensed Software and/or Licensed Custom Software.
 - (3) File conversion and assistance.
 - (4) Installation of Licensed Software updates.

6. LIMITED WARRANTIES.

- (a) **Warranty.** STW warrants that Licensed Products and Updates will (1) conform to STW published product manuals in effect on the date of delivery; and (2) perform substantially as described in the accompanying Licensed Documentation after delivery for 90 calendar days. STW does not warranty that the Licensed Products will satisfy or may be customized to satisfy all of Customer's requirements.
- (b) **Remedies.** In case of breach of warranty or any other duty related to the quality of the Licensed Products, STW or its representative will correct or replace any defective Licensed Product or, if not practicable, STW will accept the return of the defective Licensed Product and refund to Customer the amount actually paid to STW for the defective Licensed Product, less depreciation based on a five-year straight-line depreciation schedule, and a pro-rata share of any maintenance fees that Customer actually paid to STW for the period that such Licensed Product was not usable. Customer acknowledges that this Paragraph sets forth Customer's exclusive remedy, and STW's exclusive liability, for any breach of warranty or other duty related to the quality of the Licensed Products.
- (c) **Disclaimer.** Except as expressly provided in this Contract, all warranties, conditions, representations, indemnities and guarantees with respect to the Licensed Products whether expressed or imputed, arising by law, custom, prior oral or written statements by STW or its licensors or representatives or otherwise, including, but not limited to, any warranty or merchantability or fitness for particular purpose, are hereby overridden, and excluded and disclaimed.
- (d) The foregoing warranties do not apply if the Licensed Products have been modified by any party other than STW or its authorized licensors or representatives.

7. INDEMNITY.

- (a) STW agrees to indemnify and save Customer harmless from and against any and all judgments, suits, costs and expenses subject to the limits set forth in this Contract resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Software pursuant to this Contract.
- (b) Indemnity. If action is brought against Customer claiming that Licensed Product infringes a patent, copyright or trade secret within the United States, STW will defend Customer at STW's expense and, subject to Section 8 of this Contract, pay the damages and costs finally awarded against STW in the infringement action, or against Customer for an infringement for which STW has agreed to indemnify Customer under this contract. Such damages are due Customer only under the following conditions: (1) Customer notifies STW promptly upon learning that the claim might be asserted; (2) STW has sole control over the defense of the claim and any negotiation for its settlement or compromise; and (3) Customer takes no action that, in STW's judgment, is contrary to STW's interest.
- (c) Alternative Remedy. If a claim described in Paragraph 7(b) may be or has been asserted, Customer will permit STW, at STW's option and expense to (1) procure the right to continue using the Licensed Product; (2) replace or modify the Licensed Product to eliminate the infringement while providing functionally equivalent performance; or (3) accept the return of the Licensed Product and refund to Customer the amount actually paid to STW for such Licensed Product, less depreciation based on a five-year straight-line depreciation schedule, and a pro-rata share of any maintenance fees that Customer actually paid to STW for the period that such Licensed Product was not usable.
- (d) Limitation. STW shall have no indemnity obligation to Customer if patent, copyright or trade secret infringement claim results from the following:
 - (1) a correction or modification of the Licensed Product not provided by STW;
 - (2) the failure to promptly install an Update; or
 - (3) the combined use of the Licensed Products with software not provided or supplied by STW.

8. NO CONSEQUENTIAL DAMAGES.

Under no circumstances will STW or its licensors or representatives be liable for any consequential indirect special, punitive, or incidental damages, whether foreseeable or unforeseeable based on Customer's claims or those of its customers, including, but not limited to, claims for loss of data, goodwill, profits, use of money or use of the Licensed Products, interruption in use or availability of data, stoppage or other work or impairment of other assets out of breach or failure of express or implied warranty, breach of contract, misrepresentation of negligence, strict liability in tort or otherwise, except only in the case of death or personal injury where and to the extent that applicable law requires such liability. In no event will the aggregate liability which STW or its successors or representatives may incur in any action or proceeding exceed the total amount actually paid by Customer for the specific Licensed Product that directly caused the damage.

9. OWNERSHIP.

- (a) All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Licensed Products are and will remain the exclusive property of STW or its licensors, whether or not specifically recognized or perfected under applicable law. Customer shall obtain no right, title or interest in the Licensed Products by virtue of this Contract other than the non-exclusive, nontransferable license to use the Licensed Products as restricted herein. Customer will not take any action that jeopardizes STW's or its licensor's proprietary rights or acquire any right in the Licensed Products, except the limited use rights specified in Section 4. STW agrees to notify customer in writing if STW determines that Customer has or is about to take any action identified above which Customer has agreed not to take.
- (b) STW or its licensor will own all rights in any copy, translation, modification, adaptation or derivation of the Licensed Products, including any improvement or development thereof.
- (c) Customer will obtain, at STW's request, the execution of any instrument that may be appropriate to assign these rights to STW or its licensor or perfect these rights in STW's or its licensor's name.
- (d) STW hereby warrants that STW has exclusive ownership of the Licensed Software. Customer agrees that STW claims exclusive ownership of the Licensed Software.

10. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE.

- (a) Customer acknowledges that Licensed Products incorporate confidential and proprietary information developed or acquired by or licensed to STW. Customer will take all reasonable precautions necessary to safeguard confidentiality or proprietary notice placed on Licensed Products. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.
- (b) Subject to requirements of the Freedom of Information Act (FOIA) and applicable State of Texas and local statutes relating to open records, each party shall hold all confidential information in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party. The other party agrees not to disclose any such confidential information by publication or otherwise, to any other person or organization.
- (c) Customer hereby acknowledges and agrees that all Licensed Products are confidential information and proprietary to STW. In addition to other restrictions set forth elsewhere in this Contract or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard STW's proprietary rights in Licensed Products, including without limitation the following measures:
 - (1) Customer shall permit access to Licensed Products only to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.
 - (2) With respect to agents or third parties, Customer shall permit access to Licensed Products only after STW has approved and returned a written non-disclosure statement to Customer. STW reserves the right to reasonably refuse access to a third party after it has evaluated the request. Customer agrees to provide information reasonably requested by STW to assist STW in evaluating Customer's request to permit third party access to Licensed Products. In addition to any other remedies, STW may recover all damages and legal fees incurred in the enforcement of this provision on third party access.
 - (3) Customer shall cooperate with STW in the enforcement of the conditions set forth in the non-disclosure statement, or any other reasonable restrictions STW may specify in writing in order to permit or restrict access.
 - (4) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials.

11. TERMINATION.

- (a) By Customer: If STW fails to provide the Licensed Software as warranted in accordance with the terms of this Contract, Customer may at its option, without refund, terminate this Contract with ninety (90) days written notice as follows:
 - (1) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
 - (2) STW shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this Contract;
 - (3) At the end of ninety (90) days unless the termination has been revoked in writing by Customer, the Contract terminates.

- (b) By STW: If Customer fails to make prompt payments to STW when invoiced, or if Customer fails to fulfill its responsibilities as prescribed in this Contract, STW may at its option terminate this Contract upon ninety (90) days written notice to Customer, as follows:
 - (1) The termination notice shall define the reason(s) for termination;
 - (2) If the reason cited for termination is Customer's failure to make prompt payment, Customer shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
 - (3) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Contract.
 - (4) At the end of ninety (90) days, unless the notice of termination has been revoked in writing by STW, the Contract terminates.

- (c) In the event of termination by either party, STW shall continue to provide services, as previously scheduled, through the termination date and Customer shall continue to pay all fees and charges incurred through the termination date as provided in this Contract.

- (d) This Contract may be terminated without judicial or administrative resolution if Customer or STW, or any of Customer's, or STW's employees or representatives breach any term or condition hereof.

- (e) Either party may terminate this Contract in the event of bankruptcy, insolvency and/or assignment for the benefit of creditors of or by either party.
- (f) Upon the termination of this Contract for any reason, STW's maintenance and support of the Licensed Products will cease, and the license shall be considered terminated.
- (g) Upon termination of this Contract for any reason, Customer shall return or destroy all copies of the previously licensed software and shall cease all use of the software.
- (h) This Contract shall endure to the benefit of and bind parties hereto, their successors and assigns.
- (i) The provisions of Sections 7, 8, 9, and 10 will survive the termination of this Contract.

12. RIGHT TO INSPECTION.

During the term of this Contract, STW or its representative may, upon prior written notice to Customer, inspect the files, computer processors, equipment and facilities of Customer during normal working hours to verify Customer's compliance with this Contract.

13. MISCELLANEOUS.

- (a) All notices or approvals required or permitted under this Contract must be given in writing. Any waiver or modification of this Contract will not be effective unless executed in writing and signed by both parties.
- (b) This Contract will bind both the Customer's and STW's successors-in-interest. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas, U.S.A. If any provision of this Contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Contract.
- (c) This Contract constitutes the complete and entire statement of all conditions and representations of the agreement between STW and Customer with respect to its subject matter.
- (d) This Contract may be amended or modified only in writing by both parties.
- (e) Source code for the application Software will be resident on Customer's Designated System, during the term of the Contract.

14. INSTALLATION AND TRAINING.

- (a) STW shall make available to Customer qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. Customer and STW will develop a mutually agreeable training schedule. Costs for hourly services are described in Appendix A.
- (b) Installation and training support services will be performed at Customer's premises, unless otherwise stated.
- (c) Training shall consist of both operational and administrative information.
- (d) Training will also include hardware and data communications systems, as applicable, including, but not limited to, system configuration, back-up and recovery training, standards for system management and general operations training for Customer personnel.
- (e) Each software application training shall be provided by STW. Each program shall be demonstrated step-by-step, practicing each menu, each screen, and each entry as well as explaining how to use the written and/or on-line documentation.

15. INDEPENDENT CONTRACTOR.

STW is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.

16. INSURANCE REQUIREMENTS.

Each party shall be responsible for Worker Compensation coverage for its own personnel. STW shall not commence work under this Contract until it has obtained Worker Compensation Insurance. STW shall procure and maintain, during the term of this Contract, Worker Compensation Insurance for all of its employees or representatives who engage in the work to be performed. Should Customer require other insurance coverage of STW, it shall be provided at Customer's expense upon notice to STW.

17. NOTICES

Notices to STW shall be mailed certified mail, return receipt requested to: Mr. David Johnson, 212 East Franklin, Grapevine, TX 76051.

Notices to Customer shall be mailed certified mail, return receipt requested to: City of Grapevine, Ms. Karen Walker 200 S Main St 2nd floor Grapevine, Texas 76051

18. TERM OF LICENSE AND SOFTWARE SUPPORT

The initial term of this agreement is one year from the date of the authorized signatures provided below, and will automatically renew annually unless notice of termination is given by either party. Reasonable prices increases are applicable after the first year of the contract.

This Contract contains the complete and exclusive statement of the Contract between the parties concerning the matters referred to herein and replaces any prior oral or written representations or communications between the parties. Each individual signing below represents that they have the requisite authority to execute this Contract on behalf of the organization for which they represent and that all necessary formalities have been met.

This Contract is effective upon the last date shown on this page.

AGREED TO BY:

STW, INC.
By: 
David Johnson, President

City of Grapevine
By: _____
Authorized signature Title

Date: 10/1/2014

Name & Title
Date: _____

Appendix A

1. Installation Time. STW agrees to complete installation of all software modules within mutually agreed schedule with Customer.
2. Licensed Products and Charges:

Application	One Time Fee	Annual Maintenance & Software Lease	Total Cost
General Ledger / Budgetary Accounting		2000.00	2000.00
Accounts Payable & Encumbrances		1750.00	1750.00
Budget Preparation & Budget Control		1500.00	1500.00
Payroll Processing & Benefit Management		2500.00	2500.00
Payroll Timesheets		2000.00	2000.00
Utility Billing		2500.00	2500.00
Cash Receipts / Revenue Accounting		1750.00	1750.00
Fixed Assets / Asset Tracking		1500.00	1500.00
Stw Tools		1325.00	1325.00
PowerHouse 4GL.		2500.00	2500.00
eFormz software for MICR checks for 3 printers.		650.00	650.00
Vision Financial Reporting for 2 concurrent users.		1500.00	1500.00
Purchasing and Requisitions		2500.00	2500.00
Intellicus Report Tool for 2 concurrent users.		1500.00	1500.00
Purchase Card Control & Distribution		1500.00	1500.00
Miscellaneous Accounts Receivable		2500.00	2500.00
Financial Report Distribution		1500.00	1500.00
Total:		\$30,975.00	\$30,975.00

3. Payment Schedule: Customer shall pay STW upon receipt of a valid invoice within thirty (30 days) of the receipt of an invoice for one time license fees, installation, training, conversion, and travel charges. Annual Maintenance and Lease fees as set forth in Paragraph 2 hereof shall be due and payable when the specific application is in production use by the customer, and then annually from the effective date of this Contract.

4. Miscellaneous:
 - (a) System Conversion. STW agrees to be responsible for system conversion to the designated System. Acceptable conversion shall require that prior Customer data files are operational and "in balance" under the Customer's current application software environment. The cost of the conversion is based upon the hourly charges as specified in 4(c).

 - (b) Use of Independent Contractors. STW may engage independent contractors to perform all or part of STW's obligations under this Contract.

 - (c) Hourly Charges. Charges for services performed, such as charges for Software customization, installation, training, and conversion are \$100.00 to \$155.00 per hour (hourly rate based upon the individual), plus out-of-pocket expenses.

The parties to this Contract are STW, Inc. (STW), a Texas corporation and City of Grapevine, Texas (Customer). This Agreement sets forth the terms and conditions under which STW will furnish "Extended Support Services" for STW Licensed Products as described herein to Customer, and Customer will pay therefor.

Exhibits attached which are a part of this Contract are:

Appendix A

For and in consideration of the mutual undertakings herein set forth, the parties hereto agree as follows:

1. **DEFINITIONS.** The following terms as defined below are used throughout this Contract.
 - (a) "Extended Support" is defined as services in addition to the standard "telephone support" provided with the annual STW application software lease, and software products distributed by STW. Extended support is separated into the following major categories:
 - a. **STW application software.** This service provides assistance, how to, step by step, and problem solving to Customer for users of STW application software. Customer users must have working knowledge of their job function, and of the STW application software.
 - b. **STW application security.** This service provides assistance in the setup and maintenance of user security and the creation and maintenance of user defined menus used to access the various applications. Application security only controls the use of resources granted to user, and not which resources are granted to them. They, in turn, determine the use of these resources by users of the application through application security. Implementation and completeness of application security remains a Customer responsibility.
 - c. **Desktop & Printers.** This service provides support for issues related to the operation of the STW application software on local personal computers, and related printing issues. This addresses problems with Internet Explorer, loading of required Stw add on programs, and Java issues. Stw must have administrator rights to the local PC to perform some actions. Some issues may not be resolved unless the operating system on the local PC is reloaded, and Stw does not provide this service as a part of this agreement.
 - d. **Database Administration Support.** This service is to provide periodic database tuning, and to analyze server performance issues related to the Stw application software. The recovery effort required is determined by factors outside of Stw's area of control, and will vary by the server and network environment.
 - e. **Reporting Tools:** This support item provides users support for using Vision and Intellicus reporting tools, which are products distributed by STW. Users must have already received training in the reporting tool products, and should be reasonably proficient with the product.

(b) **Additional Services.** The services listed below are not included in the STW Extended Support Agreement. These services shall be provided at STW's discretion and will be billed on a time and materials basis at the rates for additional services contained in Paragraph 4 or Appendix A hereto.

- a. Changes to print programs.
- b. Software modifications.
- c. Software training for STW application software or reporting tools.
- d. Software implementation or consulting services.
- e. Responding to problems caused by bad data.
- f. Responding to problems caused by hardware.
- g. Recovery services related to server crashes.
- h. Responding to problems caused by user error.
- i. Responding to problems caused by software that is not STW application software or STW reporting tools.
- j. Time required for Stw to create reports for a Customer user, using reporting tools.
- k. Responding to problems resulting from misuse, accidents, Customer neglect, fire, or any other cause not within STW's reasonable control.
- l. Changes made to STW application software or operating system environment, by someone other than STW staff.
- m. Any other services performed by STW not otherwise specifically provided for in this agreement, including but not limited to, bank reconciliation, reconciling out of balance reports, balancing segments of the system, etc.

(c) **Support Environment:** Customer must open any firewall ports to allow the use of STW support products. STW currently uses Citrix products include "GOTOASSIST", but may change these products at any time. If Customer will not allow access for STW support products, STW cannot guarantee support standards will be met.

2. PRIMARY CONTACTS AND REPRESENTATIVES.

The primary contact for STW during the term of this Agreement shall be:

Mr. David Johnson
212 East Franklin
Grapevine, Texas 76051
Telephone: (817) 329-1711
Facsimile: (817) 421-0206

The primary contact for Customer during the term of this Contract shall be:

Ms. Karen Walker
200 S Main St 2nd floor
Grapevine, Texas 76051
817-410-3115
817-410-3005

Customer shall notify STW in writing of any change in the primary contact.

3. PAYMENT.

Customer agrees to pay STW the amounts specified in Appendix A and any amounts billed for Additional Services described in 1(b) in U.S. dollars and by the date specified in Appendix A. Any amount not paid when due, which is not in dispute, will accrue interest at the rate of one and one-half (1.5) percent per month, or the maximum interest allowable under applicable law, whichever is less. Customer will pay such interest when remitting the principal amount to STW.

4. CUSTOMER SUPPORT.

- (a) STW agrees to provide Customer with the
 - (1) Extended support for STW Licensed Products as defined by Definitions from Monday through Friday from 8:00 a.m. to 5:00 p.m., local time. After hours support can be scheduled in advance to a mutually agreeable time period between Customer and STW staff.
 - (2) Invitations to and participation in online web meetings, if any.
- (b) Additional services are defined in Definitions.

5. LIMITED WARRANTIES.

- (a) Warranty. STW warrants that support personnel will be trained in the user of STW application software, for their effort providing support for Customer.
- (b) Remedies. In case of breach of warranty or any other duty related to the quality of the support, STW or its representative will provide alternate personnel, or if not practicable, STW will refund to Customer the amount actually paid to STW for the service on a pro-rata share of any service fees that Customer actually paid to STW for the period. Customer acknowledges that this Paragraph sets forth Customer's exclusive remedy, and STW's exclusive liability, for any breach of warranty or other duty related to the quality of the services provided.
- (c) The foregoing warranties do not apply if the Licensed Products have been modified by any party other than STW or its authorized licensors or representatives.

6. INDEMNITY.

- (a) STW agrees to indemnify and save Customer harmless from and against any and all judgments, suits, costs and expenses subject to the limits set forth in this Contract resulting from any alleged infringement of any patent or copyright arising from the licensing of the STW Licensed Software pursuant to this Contract.
- (b) Indemnity. If action is brought against Customer claiming that Licensed Product infringes a patent, copyright or trade secret within the United States, STW will defend Customer at STW's expense and, subject to Section 7 of this Contract, pay the damages and costs finally awarded against STW in the infringement action, or against Customer for an infringement for which STW has agreed to indemnify Customer under this contract. Such damages are due Customer only under the following conditions: (1) Customer notifies STW promptly upon learning that the claim might be asserted; (2) STW has sole control over the defense of the claim and any negotiation for its settlement or compromise; and (3) Customer takes no action that, in STW's judgment, is contrary to STW's interest.

7. NO CONSEQUENTIAL DAMAGES.

Under no circumstances will STW or its licensors or representatives be liable for any consequential indirect special, punitive, or incidental damages, whether foreseeable or unforeseeable based on Customer's claims or those of its customers, including, but not limited to, claims for loss of data, goodwill, profits, use of money or use of the Licensed Products, interruption in use or availability of data, stoppage or other work or impairment of other assets out of breach or failure of express or implied warranty, breach of contract, misrepresentation of negligence, strict liability in tort or otherwise, except only in the case of death or personal injury where and to the extent that applicable law requires such liability. In no event will the aggregate liability which STW or its successors or representatives may incur in any action or proceeding exceed the total amount actually paid by Customer for the specific Licensed Product that directly caused the damage.

8. TERMINATION.

- (a) By Customer: If STW fails to provide the Extended Support as warranted in accordance with the terms of this Contract, Customer may at its option, without refund, terminate this Contract with ninety (90) days written notice as follows:
 - (1) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
 - (2) STW shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this Contract;

- (3) At the end of ninety (90) days unless the termination has been revoked in writing by Customer, the Contract terminates.
- (b) By STW: If Customer fails to make prompt payments to STW when invoiced, or if Customer fails to fulfill its responsibilities as prescribed in this Contract, STW may at its option terminate this Contract upon ninety (90) days written notice to Customer, as follows:
 - (1) The termination notice shall define the reason(s) for termination;
 - (2) If the reason cited for termination is Customer's failure to make prompt payment, Customer shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
 - (3) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Contract.
 - (4) At the end of ninety (90) days, unless the notice of termination has been revoked in writing by STW, the Contract terminates.
- (c) In the event of termination by either party, STW shall continue to provide services, as previously scheduled, through the termination date and Customer shall continue to pay all fees and charges incurred through the termination date as provided in this Contract.
- (d) This Contract may be terminated without judicial or administrative resolution if Customer or STW, or any of Customer's, or STW's employees or representatives breach any term or condition hereof.
- (e) Either party may terminate this Contract in the event of bankruptcy, insolvency and/or assignment for the benefit of creditors of or by either party.
- (h) This Contract shall endure to the benefit of and bind parties hereto, their successors and assigns.
- (i) The provisions of Sections 5, 6 and 7 will survive the termination of this Contract.

9. MISCELLANEOUS.

- (a) All notices or approvals required or permitted under this Contract must be given in writing. Any waiver or modification of this Contract will not be effective unless executed in writing and signed by STW.
- (b) This Contract will bind both the Customer's and STW's successors-in-interest. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas, U.S.A. If any provision of this Contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Contract.
- (c) This Contract constitutes the complete and entire statement of all conditions and representations of the agreement between STW and Customer with respect to its subject matter.
- (d) This Contract may be amended or modified only in writing by both parties.

10. INDEPENDENT CONTRACTOR.

STW is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.

11. INSURANCE REQUIREMENTS.

Each party shall be responsible for Worker Compensation coverage for its own personnel. STW shall not commence work under this Contract until it has obtained Worker Compensation Insurance. STW shall procure and maintain, during the term of this Contract, Worker Compensation Insurance for all of its employees or representatives who engage in the work to be performed. Should Customer require other insurance coverage of STW, it shall be provided at Customer's expense upon notice to STW.

12. NOTICES

Notices to STW shall be mailed certified mail, return receipt requested to: Mr. David Johnson, 212 East Franklin, Grapevine, TX 76051.

Notices to Customer shall be mailed certified mail, return receipt requested to: City of Grapevine Karen Walker 200 S Main St Grapevine, Tx 76051.

13. TERM OF EXTENDED SOFTWARE SUPPORT

The initial term of this agreement is one year from the date of the authorized signatures provided below, and will automatically renew annually unless notice of termination is given by either party. Reasonable prices increases are applicable after the first year of the contract.

This Contract contains the complete and exclusive statement of the Extended Support Agreement Contract between the parties concerning the matters referred to herein and replaces any prior oral or written representations or communications between the parties. Each individual signing below represents that they have the requisite authority to execute this Contract on behalf of the organization for which they represent and that all necessary formalities have been met.

This Contract is effective upon the last date shown on this page.

AGREED TO BY:

STW, INC.

By:



David Johnson, President

City of Grapevine

By:

Authorized signature

Title

Date:

8/13/2014

Name & Title

Date:

13. TERM OF EXTENDED SOFTWARE SUPPORT

The initial term of this agreement is one year from the date of the authorized signatures provided below, and will automatically renew annually unless notice of termination is given by either party. Reasonable prices increases are applicable after the first year of the contract.

This Contract contains the complete and exclusive statement of the Extended Support Agreement Contract between the parties concerning the matters referred to herein and replaces any prior oral or written representations or communications between the parties. Each individual signing below represents that they have the requisite authority to execute this Contract on behalf of the organization for which they represent and that all necessary formalities have been met.

This Contract is effective upon the last date shown on this page.

AGREED TO BY:

STW, INC.

City of Grapevine

By: 
David Johnson, President

By: _____
Authorized signature Title

Date: 10/1/2014

Name & Title
Date: _____

Appendix A

1. Service Groups and Charges:

Extended Service Support Group:	Selected:	Annual Charge:
STW application software		
General Ledger, Budget, Accounts Payable, and Fixed Assets	Y	4,680.00
Utility Billing / Cash Receipts	Y	4,320.00
Payroll	Y	3,200.00
Payroll Timesheets	Y	1,560.00
Purchase Mangement / Requisitions	Y	3,000.00
Report Distribution	Y	730.00
Payroll Budgeting	Y	2,880.00
Purchase Card	Y	2,000.00
Miscellaneous Accounts Receivable	Y	2,000.00
STW Application Security	Y	1,250.00
Desktop & Printers	Y	1,500.00
Database Administration Support	Y	1,500.00
Reporting Tools		
Infor Q&A / Vision	Y	1,250.00
Intellicus	Y	1,250.00
Total:		\$ 31,120.00

2. **Payment Schedule:** Customer shall pay STW upon receipt of a valid invoice within thirty (30 days) of the receipt of an invoice for one time license fees, installation, training, conversion, and travel charges. Annual Maintenance and Lease fees as set forth in Paragraph 2 hereof shall be due and payable when the specific application is in production use by the customer, and then annually from the effective date of this Contract.
3. **Use of Independent Contractors.** STW may engage independent contractors to perform all or part of STW's obligations under this Contract.
4. **Hourly Charges.** Charges for additional services performed are \$112.50 to \$150.00 per hour (hourly rate based upon the individual), plus out-of-pocket expenses. The rates shown are the current rates at the time of contract signing. Hourly rates may change and will be billed at STW's current hourly rates.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
MEETING DATE: SEPTEMBER 2, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF
ORTHOGRAPHY

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of 2015 orthophotography from the North Central Texas Council of Governments (NCTCOG) through an Interlocal Cooperative Agreement.

FUNDING SOURCE:

Funding for this purchase is currently available in account 200-44540-533-1 (Professional Services/Utility Enterprise Fund) for an amount not to exceed \$16,971.99.

BACKGROUND:

Purchases will be made in accordance with an existing Interlocal Cooperative Agreement with NCTCOG as allowed by Texas Government Code, Section 271.101 and 271.102, Cooperative Purchasing Program.

Proposals were taken by NCTCOG and a contract was awarded to Woolpert. The purchase will be made through the NCTCOG shared services program. The GIS staff and Purchasing reviewed the contract for specification compliance and pricing and determined that the contract would provide the best product, service and pricing for meeting the needs of the City.

This request is for updates to the following GIS data for the City of Grapevine.

- 6" Orthophotography (*Aerial Photography*)
- 0.5-meter LiDAR to be used for elevation information and generation of 2' contours.

Staff recommends approval.

JH/BS

RESOLUTION NO. _____

ORTHO PHOTOGRAPHY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE ORTHOPHOTOGRAPHY FOR GIS THROUGH AN ESTABLISHED INTERLOCAL COOPERATIVE AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS 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 271.101 and 102 to enter into a cooperative purchasing program with other qualified agencies in the State of Texas; and

WHEREAS, The North Central Texas Council of Governments (NCTCOG) has a qualified purchasing cooperative program as authorized by Section 271.101 and 102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas, has established an Interlocal Cooperative Agreement with NCTCOG and wishes to utilize shared services contracts meeting all State of Texas bidding requirements; and

WHEREAS, The NCTCOG has established a contract with Woolpert for orthophotography; and

WHEREAS, the City of Grapevine, Texas has a need to purchase 2015 orthophotography for the GIS Department; and

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

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

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

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

Section 2. That the City Council of the City of Grapevine authorizes the purchase 2015 orthophotography for the GIS Department through the Interlocal Cooperative Agreement with the NCTCOG shared services program for an amount not to exceed \$16,971.99.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 2nd day of September, 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: SEPTEMBER 2, 2014

SUBJECT: APPROVAL OF A RESOLUTION FOR THE EMERGENCY REPLACEMENT OF A BUS ENGINE

RECOMMENDATION:

City Council consider adopting a resolution authorizing and ratifying the emergency purchase of a new engine for a CVB transit bus that was made from Southwest International Trucks.

FUNDING SOURCE:

Funding for this purchase is currently available in account 100-43430-108-1 (Motor Vehicle Maintenance) in the estimated amount of \$25,610.29.

BACKGROUND:

The City of Grapevine provides a shuttle service for its citizens, guests and visitors. With a limited amount of buses and extended routes, any bus that is inoperable impacts this service. Bus 50101 was out of service and required a complete engine replacement. With existing repairs and preventive services on several of the remaining buses at the time, it placed a strain on shuttle availability for routes. Southwest International Trucks removed and installed the new diesel engine in shuttle 50101 to expedite the repair.

An emergency purchase order was issued to Southwest International Trucks for the new engine on August 7, 2014.

Staff recommends approval.

PH/BS

BUS
ENGINE

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO APPROVE AND RATIFY THE EMERGENCY REPLACEMENT OF A BUS ENGINE THAT WAS MADE ON AUGUST 7, 2014 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 252.022 (a) (3) for an emergency repair of communication equipment; and

WHEREAS, the emergency bus engine replacement was needed to get the CVB transit bus back in service as soon as possible; and

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

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

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

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

Section 2. That the City Council of the City of Grapevine authorizes and ratifies the emergency purchase of a bus engine from Southwest International Trucks on August 7, 2014 in the estimated amount of \$25,610.29.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 2nd day of September, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in a Special Meeting on this the 14th day of August, 2014 in the City Council Conference Room, Second Floor, 200 South Main Street, with the following members present to-wit:

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

constituting a quorum, with Council Member Chris Coy absent, with the following members of the City Staff:

Bruno Rumbelow	City Manager
Tara Brooks	Assistant City Secretary

CALL TO ORDER

Mayor Tate called the workshop to order at 11:33 a.m.

ITEM 1. CONDUCT BOARD AND COMMISSION INTERVIEWS FOR NEW APPLICANTS

Council interviewed two board and commission applicants. These applicants do not currently serve on any boards.

ITEM 2. DISCUSS APPOINTMENTS TO BOARDS AND COMMISSIONS

Council discussed the applicants and who to appoint to each of the boards and commissions. The appointments will be made at the August 19, 2014 regular City Council meeting.

Council discussed making changes to the composition of the Convention and Visitors Bureau Board.

There was no action taken by the City Council.

ADJOURNMENT

Council Member Freed, seconded by Mayor Pro Tem Wilbanks, offered a motion to adjourn the workshop at 12:58 p.m. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease & O'Dell
Nays: None
Absent: Coy

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE,
TEXAS on this the 2nd day of September, 2014

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Workshop on this the 14th day of August, 2014 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members present to-wit:

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

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

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

CALL TO ORDER

Mayor Tate called the workshop to order at 7:05 p.m.

ITEM 1. WORKSHOP, BUDGET FISCAL YEAR 2014-2015

City Manager Bruno Rumbelow noted that after the July 29, 2014 Workshop on the major budget issues, Staff had reduced the number of new employee requests from 10.5 to 6; that the proposed budget was developed utilizing a proposed tax rate of \$0.332439; and reviewed charges for services and raw water.

NOTE: Mayor Pro Tem Wilbanks arrived at 7:15 p.m.

Administrative Services Director John McGrane noted the FY2015 budget includes a proposed reduction in the ad valorem tax rate from \$0.342500 to \$0.332439 per \$100 valuation; the proposed budget includes six full-time positions; a recommended 3% merit increase for general employees, a one-time 3% lump sum for topped-out employees and a 5% step increase for public safety employees. The proposed budget incorporates cash funding for Permanent Capital Maintenance and Permanent Street Maintenance, vehicle replacement, technology upgrades and capital equipment. The projected General Fund transfer to the Quality of Life Fund for FY2015 is \$3,000,000.00 with funding proposed for projects totaling \$831,715.00.

Mr. McGrane reviewed the FY2015 budget proposal for the following: General Fund, General Government Funds, PCMF/PSMF Fund, Convention & Visitors Bureau Fund, Stormwater Drainage Fund, Crime Control and Prevention District Fund, Lake Parks Fund, 4B Economic Development Fund, Economic Development Fund, Utility Enterprise Fund, and Quality of Life Fund.

There was no formal action taken by the City Council.

ADJOURNMENT

Mayor Pro Tem Wilbanks, seconded by Council Member Lease, offered a motion to adjourn the workshop at 9:07 p.m. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell

Nays: None

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 2nd day of September, 2014.

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary

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 19th day of August, 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
Mike Lease	Council Member
Chris Coy	Council Member
Duff O'Dell	Council Member

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

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

constituting a quorum, with Commissioner Beth Tiggelaar absent, with the following members of the City Staff:

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

CALL TO ORDER

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

INVOCATION

Commissioner Monica Hotelling delivered the Invocation and led the Pledge of Allegiance.

ITEM 1. PUBLIC HEARING, CONDITIONAL USE APPLICATION CU14-31
VINEYARD MARKETPLACE

Mayor Tate declared the public hearing open.

Assistant Development Services Director Ron Stombaugh stated that Conditional Use Application CU14-31 (Vineyard Marketplace) had been submitted by Starlite Sign requesting a conditional use permit to amend the site plan approved by Ordinance No. 97-87 to allow a 40-foot pylon sign in a planned commercial center. The subject property is located at 5325 William D. Tate Avenue and is zoned "CC" Community Commercial District Regulations. The applicant proposes to replace an existing multi-tenant monument sign and in its place erect a 40-foot, 287 square-foot multi-tenant pylon sign adjacent to the State Highway 121 northbound service road.

Mr. Rick Sutton requested favorable consideration of the application.

Mayor Tate invited guests present to comment regarding the application. No one wished to speak and one letter of opposition was copied to the Council and Commission.

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

Ayes: Oliver, Fry, Wilson, Hotelling, Fechter, Martin & Mason

Nays: None

Absent: Tiggelaar

Council Member Coy, seconded by Council Member O'Dell, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell

Nays: None

Absent: Freed

ITEM 2. PUBLIC HEARING, CONDITIONAL USE APPLICATION CU14-32
GRAPEVINE CRAFT BREWERY AND FINAL PLAT OF LOT 1R-1,
BLOCK 1, HILLTOP ADDITION BEING A REPLAT OF LOT 1R, BLOCK
1, HILLTOP ADDITION AND LOT 1, BLOCK 1, SLAGLE ADDITION

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh stated that Conditional Use Application CU14-32 (Grapevine Craft Brewery) and final plat of Lot 1R-1, Block 1, Hilltop Addition being a replat of Lot 1R, Block 1, Hilltop Addition and Lot 1, Block 1, Slagle Addition had been submitted by Blake Architects and Spry Surveyors requesting a conditional use permit to amend the site plan approved by Ordinance No. 2013-03 to

allow an expansion, outside seating and on-premise consumption of alcoholic beverages (beer only) in conjunction with a brewery previously approved for the possession, storage, wholesale sales and on-premise manufacturing (beer only) and for the final plat. The subject property is located at 906 and 924 Jean Street and is zoned "LI" Light Industrial District. The applicant proposes to expand the site by incorporating a developed 0.626 acre parcel and an existing 5,960 square-foot office warehouse into the previously approved site plan. The proposed brewery totals 10,284 square-feet; an increase of 4,324 square-feet. Total seating is 72—indoor 24 seats and outdoor seating for 48. Total required parking for the proposed use is 36 spaces and there are 45 spaces provided. No outdoor speakers are proposed with the request. The operator of the use has applied for a Brewers Permit (B Permit) from the Texas Alcoholic Beverage Commission. The B Permit allows for on-premise consumption of the brewer's products (beer only) on the brewer's premises.

Mr. Skip Blake 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 one letter of support was copied to the Council and Commission.

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

Ayes: Oliver, Fry, Wilson, Hotelling, Fechter, Martin & Mason

Nays: None

Absent: Tiggelaar

Council Member Lease, 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, Lease, Coy & O'Dell

Nays: None

Absent: Freed

ITEM 3. PUBLIC HEARING, CONDITIONAL USE APPLICATION CU14-33
ENTERPRISE CAR AND TRUCK RENTAL AND FINAL PLAT OF LOT
1-R, BLOCK 1, SUNSHINE HARBOR INDUSTRIAL ADDITION BEING A
REPLAT OF LOT 1, TRACT 3, SUNSHINE HARBOR INDUSTRIAL
ADDITION AND A PORTION OF TRACT 3, SUNSHINE HARBOR
INDUSTRIAL

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh stated that Conditional Use Application CU14-33 (Enterprise Car and Truck Rental) and final plat of Lot 1-R, Block

1, Sunshine Harbor Industrial Addition being a replat of Lot 1, Tract 3, Sunshine Harbor Industrial Addition and a portion of Tract 3, Sunshine Harbor Industrial had been submitted by Baldwin Associates requesting a conditional use permit to allow a car and truck rental facility and for the final plat. The subject property is located at 849 East Dallas Road and is zoned "LI" Light Industrial District.

Mr. Rob Baldwin and Mr. Jeff Hubbard requested favorable consideration of the application and answered questions on lighting and hours of operation.

Mayor Tate invited guests present to comment regarding the application. The following spoke in opposition to the application citing increased traffic, noise and safety concerns: Mr. Harold Black, 859 Rainbow Trail and Dr. Ed Smith, 729 East Worth Street. One letter of opposition was copied to the Council and Commission.

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, Fechter, Martin & Mason
Nays: None
Absent: Tiggelaar

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

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

ITEMS 4 & 5. PUBLIC HEARINGS, CONDITIONAL USE APPLICATIONS
CU14-34 AND CU14-35 FAITH CHRISTIAN SCHOOL

Mayor Tate announced that the public hearings for Conditional Use Application CU14-34 and Conditional Use Application CU14-35 would be conducted jointly. Mayor Tate then declared the public hearings open.

Assistant Development Services Director Stombaugh stated that Conditional Use Applications CU14-34 and CU14-35 (Faith Christian School) had been submitted by Faith Christian School. Conditional Use Application CU14-34 requests a conditional use permit to amend the site plan approved by Ordinance No. 2014-42 for the redevelopment of the athletic facilities to include a new football field, running track, concessions, stadium seating, restrooms and additional parking in conjunction with a non-profit educational institution. The subject property is located at 730 East Worth Street and is zoned "R-7.5" Single Family District Regulations. Conditional Use Application CU14-35 (Faith Christian School) requests a conditional use permit to amend the site plan approved by Ordinance No. 2009-27 for the development of an athletic training facility and additional parking in conjunction with a non-profit education

institution. The subject property is located at 729 East Dallas Road and is zoned "LI" Light Industrial District.

Dr. Ed Smith requested favorable consideration of the application and answered questions on the abandonment of Cannon Street and access to the high school parking lot from Dawn Lane.

Mayor Tate invited guests present to comment regarding the application. No one wished to speak and two letters of support for CU14-34 were copied to the Council and Commission.

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

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

Council Member Coy, seconded by Council Member Spencer, offered a motion to close the public hearings. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

ITEM 6. PUBLIC HEARING, AM14-05 PROPOSED AMENDMENTS TO
GRAPEVINE CODE OF ORDINANCES, APPENDIX D, SECTION 23A
GRAPEVINE VINTAGE DISTRICT REGULATIONS

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh stated that AM14-05 proposed amendments to the Grapevine Code of Ordinances, Appendix D, Comprehensive Zoning Ordinance No. 82-73, as amended, Section 23A Grapevine Vintage District Regulations were relative to permitted and conditional uses allowed within the district.

Mr. Stombaugh answered questions on matter of right uses and identified the three parcels currently zoned under this district. Following discussion, Chairman Oliver explained the Commission's discussions on the proposed amendments held during the April 8 and May 20, 2014 Planning & Zoning Commission workshops. Discussion followed on removing and clarifying uses allowed within the district, and addressing outside amplified speakers.

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

Ayes: Oliver, Fry, Wilson, Hotelling, Fechter, Martin & Mason

Nays: None

Absent: Tiggelaar

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

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell

Nays: None

Absent: Freed

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 7. CITIZEN COMMENTS

7A. Mr. Bruce Rider, 325 West Worth Street, spoke on individuals participating in City government by volunteering to serve on City boards and commissions, on the new innovations and partnerships the City is cultivating and on his experiences with volunteerism.

ITEM 8. ORDINANCE, AMEND CHAPTER 25 UTILITIES AND SERVICES, COMMERCIAL AND RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION RATES

Public Works Director Stan Laster presented an ordinance amending Chapter 25, Utilities and Services, Article III, Solid Waste Disposal, Section 25-97, Service Rates--Schedules to reflect adjustments to the commercial and residential solid waste and recycling collection rates. Republic Services requested a rate adjustment effective October 1, 2014 based on a formula calculation of the base rate, average increase in disposal and operation costs in accordance with the franchise agreement. The total rate increase request is 2.39% for residential and commercial solid waste and 0.73% for recycling collection.

Council Member Coy, seconded by Mayor Pro Tem Wilbanks, offered a motion to approve the ordinance as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

ORDINANCE NO. 2014-46

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

ITEM 9. AWARD, PARK BOULEVARD AND WALL STREET INTERSECTION IMPROVEMENTS ENGINEERING SERVICES CONTRACT AND APPROPRIATION OF FUNDS

Public Works Director Laster recommended award of an Engineering Services Contract to Pacheco Koch Consulting Engineers, Inc. and appropriation of funds in the amount of \$23,900.00 for the survey, design and plan preparation for the Park Boulevard and Wall Street Intersection Improvements and authorization for Staff to execute the contract. The intersection was modified extensively during the DFW Connector Project resulting in the current configuration which does not provide for left turn movements from southbound Park Boulevard to eastbound Wall Street. Redesign of the intersection was previously discussed at the Council Workshop on August 20, 2013.

Mayor Pro Tem Wilbanks, seconded by Council Member Lease, offered a motion to award the contract, appropriate funds and authorize Staff to execute the contract. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

ITEM 10. ORDINANCE, AMEND GRAPEVINE CODE OF ORDINANCES, CHAPTER 21 TAXATION, CONVENTION AND VISITORS BUREAU BOARD COMPOSITION AND APPOINTMENT

City Secretary Brown presented an ordinance amending the Grapevine Code of Ordinances, Chapter 21 Taxation, Sections 21-28 and 21-29 relative to the composition and appointment of members to the Convention and Visitors Bureau Board. The ordinance amendments reflect the community's emphasis on attractions, hospitality and economic development by converting two citizen member positions to one member being from a Grapevine bank to be appointed in 2014, and one member being from a Grapevine attraction to be appointed in 2015 during the annual appointment process.

Council Member Spencer, seconded by Council Member Lease, offered a motion to approve the ordinance. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

ORDINANCE NO. 2014-47

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AMENDING THE GRAPEVINE CODE OF ORDINANCES CHAPTER 21 TAXATION, RELATING TO THE CONVENTION AND VISITORS BUREAU BOARD, SECTION 21-28 RELATIVE TO BOARD MEMBERSHIP AND SECTION 21-29 RELATIVE TO THE APPOINTMENT OF MEMBERS AND PROVIDING AN EFFECTIVE DATE

ITEM 11. 2014-2015 BOARD AND COMMISSION APPOINTMENTS

City Secretary Brown noted that the City Council had interviewed new applicants on July 29 and August 14, 2014 and then presented the 2014-2015 board and commission nominations.

4B Economic Development Corporation Board

Nominations were to reappoint Cory Halliburton and Martin Honeycutt, and to appoint Dave Simon to all serve a two-year term to expire in 2016.

Mayor Pro Tem Wilbanks, seconded by Council Member Coy, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

Animal Shelter Advisory Committee

Nominations were to appoint Ronald Hudson, Municipal Officer, and to reappoint Joy Mayo, Citizen Representative, to serve a two-year term to expire in 2016.

Council Member Spencer, seconded by Council Member Lease, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

Board of Zoning Adjustment

Nominations were to reappoint George Dalton, Debbie Holt, Robert Rainwater and Ken White to serve a two-year term to expire in 2016, and to appoint Jason Bentley, as an Alternate, to fill an unexpired two-year term to expire in 2015.

Council Member Coy, seconded by Council Member Spencer, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell

Nays: None

Absent: Freed

Building Board of Appeals

Nominations were to reappoint Howard "Clint" Hallman, Master Electrician; Joe Lipscomb, Building Contractor and Russell Kidd, Master Plumber to serve a two-year term to expire in 2016.

Council Member O'Dell, seconded by Mayor Pro Tem Wilbanks, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell

Nays: None

Absent: Freed

Convention & Visitors Bureau Board

Nominations were to appoint Cynthia L. Blankenship, Bank Representative and Jim Quinn, Hotel Representative; and to reappoint Joseph C. Szymaszek, Major Outlet Retailer and Mark A. Terpening to all serve a two-year term to expire in 2016; and to reappoint Debi Meek, Alternate, to serve a one-year term to expire in 2015.

Council Member Coy, seconded by Council Member Lease, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell

Nays: None

Absent: Freed

Golf Course Advisory Board

Nominations were to reappoint Louis Capone, Tom Kormondy and Danny F. Langley to serve a two-year term to expire in 2016.

Council Member Spencer, seconded by Mayor Pro Tem Wilbanks, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

Health Officer

Andrew Kilgus, MD was nominated to serve as the City's Health Officer for a two-year term to expire in 2016.

Council Member Spencer, seconded by Council Member Coy, offered a motion to approve the nomination as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

Grapevine Heritage Foundation

Nominations were to appoint Ross Bannister and to reappoint Janet Perkins, Curtis Ratliff, Melva Stanfield and Balla Wright, Business Owner, to all serve a two-year term to expire in 2016; and reaffirming the appointment of Don Vaughn, as a Business Owner appointment, term to expire in 2015.

Mayor Pro Tem Wilbanks, seconded by Council Member Coy, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

Historic Preservation Commission

Nominations were to reappoint Ashley Anderson, Burl Gilliam, Margaret Telford and Ted Ware to serve a two-year term to expire in 2016, and to reappoint Chuck Voelker, Alternate, to serve a one-year term to expire in 2015.

Council Member O'Dell, seconded by Council Member Coy, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

Housing Authority Board of Commissioners

Nominations were to reappoint Randy Bacon and Karen Rice to serve a two-year term to expire in 2016.

Council Member Spencer, seconded by Council Member Coy, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

Library Board

Nominations were to reappoint Susan Peabody, Bruce W. Rider and Fred Sheffler to serve a two-year term to expire in 2016.

Council Member Coy, seconded by Council Member Lease, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

Parks & Recreation Board

Nominations were to reappoint Dave Buhr, Raymond Harris, Gary Humble and Roy Robertson to serve a two-year term to expire in 2016.

Council Member Spencer, seconded by Council Member O'Dell, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

Planning & Zoning Commission

Nominations were to reappoint Jimmy Fechter and Larry Oliver to serve a three-year term to expire in 2017; and to reappoint Dennis Luers and Theresa Mason, as Alternates to serve a one-year term to expire in 2015.

Mayor Pro Tem Wilbanks, seconded by Council Member Lease, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

Senior Citizens Advisory Board

Nominations were to reappoint Kay Blanding, Paul Ernst, Alexander Graham and Dick Guckel to serve a two-year term to expire in 2016.

Council Member Coy, seconded by Council Member O'Dell, offered a motion to approve the nominations as presented. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

City Secretary Brown then presented Mayor Tate's 2014-2015 Council Liaison and Council Committee appointments as follows:

William D. Tate	Tax Increment Finance District Boards - One and Two (1996/1998) Crime Control & Prevention District Board (2006) Grapevine 4B Economic Development Corporation Board (2007) Industrial Development Corporation (1988)
Shane Wilbanks	Parks & Recreation Advisory Board (2002) Historic Preservation Commission (2008) Open Space Review Committee (1998) U. S. Army Corps of Engineer Liaison (1995) Tax Increment Finance District Boards – One and Two (1996/1998) Facilities Committee (2014) Utility Committee (1998) 1 st Alternate Golf Course Advisory Board (2002) Crime Control & Prevention District Board (2006) Grapevine 4B Economic Development Corporation Board (2007) Industrial Development Corporation (1991)
Sharron Spencer	Board of Zoning Adjustment (2014) Convention & Visitors Advisory Board (2008) Facilities Committee (1985) 1 st Alternate Planning & Zoning Commission (2001) Crime Control & Prevention District Board (2006) Grapevine 4B Economic Development Corporation Board (2007) Economic Development Corporation (1997)
Darlene Freed	Planning & Zoning Commission (2008) Teen Court Advisory Board (1998)

Audit Committee (1998)
DFW Airport Board Liaison (2001)
Crime Control & Prevention District Board (2006)
Grapevine 4B Economic Development Corporation Board (2007)
1st Alternate Building Board of Appeals (2014)

Mike Lease
Golf Course Advisory Board (2007)
Heritage Foundation Advisory Board (2007)
Facilities Committee (2008)
Tax Increment Finance District Boards – One and Two (2007)
1st Alternate Senior Citizens Advisory Board (2007)
1st Alternate Parks & Recreation Advisory Board (2007)
Crime Control & Prevention District Board (2007)
Economic Development Corporation (2014)

Chris Coy
Building Board of Appeals (2014)
Grapevine/Colleyville Independent School Board Liaison (2010)
1st Alternate Board of Zoning Adjustment (2008)
Audit Committee (2014)
Utility Committee (2008)
Tax Increment Finance District Boards – One and Two (2008)
Impact Fee Committee (Ex-Officio) (2008)
Crime Control & Prevention District Board (2008)
Economic Development Corporation (2014)

Duff O'Dell
Animal Shelter Advisory Committee (2014)
Housing Authority Advisory Board (2014)
Library Advisory Board (2014)
Senior Citizens Advisory Board (2014)
Tax Increment Finance District Boards – One and Two (2014)
Impact Fee Committee (Ex-Officio) (2014)
Crime Control & Prevention District Board (2014)
Industrial Development Corporation (2014)

Mayor Tate then made the annual Chair appointments for 2014-2015 as follows:

Convention & Visitors Bureau Board	Joseph Szymaszek
Grapevine Heritage Foundation	Dr. Curtis Ratliff
Parks & Recreation Advisory Board	John Dalri
Senior Citizens Advisory Board	Dick Guckel

No formal action was required on the Mayor's Council liaison and committee appointments or the board and commission chair appointments.

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 12. Award Bid 416-2014 Water and Wastewater Chemicals Annual Contract

Public Works Director recommended approval of the award of Bid 416-2014 Water and Wastewater Chemicals Annual Contract with four optional, one-year renewals to Brenntag Southwest, Inc., Chemtrade Chemicals US, DPC Industries, Inc., Fort Bend Services, Inc. and Univar USA, Inc. Funding is limited to the budgeted amount in an estimated amount of \$275,000.00.

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

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

Item 13. Award Bid 417-2014 Wallis Hotel Interior Renovation Project

CVB Executive Director recommended approval of the award of Bid 417-2014 Wallis Hotel Interior Renovation Project to Concord Commercial Services, Inc. in an amount not to exceed \$233,689.00. The purpose of this bid is to remodel the interior of the Wallis Hotel building located at 201 South Main Street (One Library Park Plaza) to create space under the lease agreement with Messina Hof Winery.

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

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

Item 14. Resolution, Authorize Purchase of Drinking Water Fountains

Parks & Recreation Director recommended approval of a resolution authorizing the purchase of eight drinking water fountains from PlumbMaster, Inc. in an amount not to exceed \$29,860.80 through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

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

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

RESOLUTION NO. 2014-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE DRINKING WATER FOUNTAINS THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

Item 15. Resolution, Authorize Water Fountain Renovation Contract

Parks & Recreation Director recommended approval of a resolution authorizing a water fountain renovation contract for the water feature in the Botanical Gardens at Heritage Park in an amount not to exceed \$70,238.70 with Irrigators Supply, Inc. through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

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

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

RESOLUTION NO. 2014-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO CONTRACT FOR THE RENOVATION OF A WATER FOUNTAIN THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

Item 16. Resolution, Authorize Purchase of Portable Radios

Police Chief recommended approval of a resolution authorizing the purchase of 13 portable radios for the Police Department from Motorola Solutions in an amount not to exceed \$37,438.70 through an Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC).

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

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

RESOLUTION NO. 2014-71

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

Item 17. Resolution, Authorize Purchase of Backup Radios

Police Chief recommended approval of a resolution authorizing the purchase of six backup console radios for the Police and Fire dispatch center from Motorola Solutions in an amount not to exceed \$27,302.40 through an Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC).

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

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

RESOLUTION NO. 2014-72

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

Item 18. Resolution, Authorize Purchase of Getac Tablet Computers

Police Chief recommended approval of a resolution authorizing the purchase of 10 Getac tablet computers in an amount not to exceed \$38,740.40 from PCS Mobile through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program.

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

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

RESOLUTION NO. 2014-73

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

Item 19. Resolution, Authorizing Sole Source Purchase of Truck Service Bodies

Public Works Director recommended approval of a resolution authorizing a sole source purchase of two truck service bodies for the Public Works Environmental and Utility Divisions in the amount of \$16,930.00 from BrandFX Body Company.

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

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

RESOLUTION NO. 2014-74

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 TRUCK SERVICE BODIES AND PROVIDING AN EFFECTIVE DATE

Item 20. Ordinance, Abandon Alley between Lots 4 and 5, Block 30, Yates and Jenkins Addition (East Franklin Street)

Public Works Director recommended approval of an ordinance abandoning a 12-foot wide alley between Lots 4 and 5, Block 30, Yates and Jenkins Addition (East Franklin Street).

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

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

ORDINANCE NO. 2014-48

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, ABANDONING AND VACATING AN ALLEY BETWEEN LOTS 4 AND 5, BLOCK 30, YATES AND JENKINS ADDITION, IN THE CITY OF GRAPEVINE, TEXAS AS HEREINAFTER DESCRIBED; RETAINING SAID ALLEY AS A DRAINAGE AND UTILITY EASEMENT; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 21. Consideration of Minutes

City Secretary recommended approval of the minutes of the July 15, July 21, July 29, and August 5, 2014 City Council meetings as published.

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

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

NOTE: Mayor Tate then announced that after nine years of service to the City, Fire Chief Steve Bass was retiring at the end of August.

ITEM 22. PLANNING & ZONING COMMISSION RECOMMENDATION
CONDITIONAL USE APPLICATION CU14-31 VINEYARD
MARKETPLACE

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of Conditional Use Application CU14-31 (Vineyard Marketplace) submitted by Starlite Sign granting a conditional use permit to amend the site plan approved by Ordinance No. 97-87 to allow a 40-foot pylon sign in a planned commercial center. The subject property is located at 5325 William D. Tate Avenue and is zoned "CC" Community Commercial District Regulations.

Mayor Pro Tem Wilbanks, seconded by Council Member Coy, 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, Lease, Coy & O'Dell
Nays: None
Absent: Freed

ORDINANCE NO. 2014-49

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 CU14-31 AMENDING THE SITE PLAN APPROVED BY ORDINANCE NO. 97-87 FOR A PYLON 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 23. PLANNING & ZONING COMMISSION RECOMMENDATION
CONDITIONAL USE APPLICATION CU14-32 GRAPEVINE CRAFT
BREWERY

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of Conditional Use Application CU14-32 (Grapevine Craft Brewery) submitted by Blake Architects granting a conditional use permit to amend the site plan approved by Ordinance No. 2013-03 to allow an expansion, outside seating and on-premise consumption of alcoholic beverages (beer only) in conjunction with a brewery previously approved for the possession, storage, wholesale sales and on-premise manufacturing (beer only). The subject property is located at 906 and 924 Jean Street and is zoned "LI" Light Industrial District.

Council Member Lease, seconded by Council Member Coy, 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, Lease, Coy & O'Dell
Nays: None
Absent: Freed

ORDINANCE NO. 2014-50

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 CU14-32 AMENDING THE SITE PLAN APPROVED BY ORDINANCE NO. 2013-03 TO ALLOW AN EXPANSION, OUTSIDE SEATING AND ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES (BEER ONLY) IN CONJUNCTION WITH A BREWERY 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; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

ITEM 24. PLANNING & ZONING COMMISSION RECOMMENDATION
FINAL PLAT, LOT 1R-1, BLOCK 1, HILLTOP ADDITION

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of the Statement of Findings and the final plat of Lot 1R-1, Block 1, Hilltop Addition submitted by Spry Surveyors. The two existing lots are being platted into one lot for the development of a brewery. The 1.129 acre property is located at the southwest corner of Dallas Road and Jean Street and is zoned "LI" Light Industrial District.

Council Member Coy, 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 1R-1, Block 1, Hilltop Addition. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Coy & O'Dell
Nays: Lease
Absent: Freed

ITEM 25. PLANNING & ZONING COMMISSION RECOMMENDATION
CONDITIONAL USE APPLICATION CU14-33 ENTERPRISE CAR AND TRUCK RENTAL

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of Conditional Use Application CU14-33 (Enterprise Car and Truck Rental) with the stipulations that the middle two light standards on the eastern property line be removed and the two remaining light standards be moved a minimum of 50 feet from the eastern property line, and for the applicant to work with Staff on an approved lighting plan. The application submitted by Baldwin Associates requests a conditional use permit to allow a car and truck rental facility. The subject property is located at 849 East Dallas Road and is zoned "LI" Light Industrial District.

Following discussion, Council Member Coy offered a motion to accept the Commission's recommendation and stipulations, and approve the ordinance granting the conditional use permit. Mayor Pro Tem Wilbanks seconded the motion which resulted in a tie vote, constituting a denial without prejudice, as follows:

Ayes: Wilbanks, Coy & O'Dell
Nays: Tate, Spencer & Lease
Absent: Freed

ITEM 26. PLANNING & ZONING COMMISSION RECOMMENDATION
FINAL PLAT, LOT 1-R, BLOCK 1, SUNSHINE HARBOR INDUSTRIAL ADDITION

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of the Statement of Findings and the final plat of Lot 1-R, Block 1, Sunshine Harbor Industrial Addition as submitted by Baldwin Associates. The 1.828 acre tract is being platted into one lot for the development of a car and truck rental company. The subject property is located at 849 East Dallas Road and is zoned "LI" Light Industrial District.

Council Member Spencer, seconded by Council Member Lease, offered a motion for denial. The vote was as follows:

Ayes: Tate, Spencer, Lease & O'Dell
Nays: Wilbanks & Coy
Absent: Freed

ITEM 27. PLANNING & ZONING COMMISSION RECOMMENDATION
CONDITIONAL USE APPLICATION CU14-34 FAITH CHRISTIAN
SCHOOL (730 EAST WORTH STREET)

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of Conditional Use Application CU14-34 (Faith Christian School) submitted by Faith Christian School granting a conditional use permit to amend the site plan approved by Ordinance No. 2014-42 for the redevelopment of the athletic facilities to include a new football field, running track, concessions, stadium seating, restrooms and additional parking in conjunction with a non-profit educational institution. The subject property is located at 730 East Worth Street and is zoned "R-7.5" Single Family District Regulations.

Council Member Coy, seconded by Council Member Spencer, 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, Lease, Coy & O'Dell
Nays: None
Absent: Freed

ORDINANCE NO. 2014-51

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 CU14-34 AMENDING THE SITE PLAN APPROVED BY ORDINANCE NO. 2014-42 FOR A NON-PROFIT EDUCATIONAL INSTITUTION SPECIFICALLY FOR THE RE-DEVELOPMENT OF THE ATHLETIC FACILITIES TO INCLUDE A NEW FOOTBALL FIELD AND RUNNING TRACK, CONCESSIONS, STADIUM SEATING, RESTROOMS AND PARKING IN A DISTRICT ZONED "R-7.5" SINGLE FAMILY 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 28. PLANNING & ZONING COMMISSION RECOMMENDATION
CONDITIONAL USE APPLICATION CU14-35 FAITH CHRISTIAN
SCHOOL (729 EAST DALLAS ROAD)

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of Conditional Use Application CU14-35 (Faith Christian School) submitted by Faith Christian School granting a conditional use permit to amend the site plan approved by Ordinance No. 2009-27 for the development of an athletic training facility and additional parking in conjunction with a non-profit education institution. The subject property is located at 729 East Dallas Road and is zoned "LI" Light Industrial District.

Council Member Coy, seconded by Council Member O'Dell, 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, Lease, Coy & O'Dell

Nays: None

Absent: Freed

ORDINANCE NO. 2014-52

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 CU14-35 AMENDING THE SITE PLAN APPROVED BY ORDINANCE NO. 2009-27 FOR A NON-PROFIT EDUCATIONAL INSTITUTION SPECIFICALLY FOR THE DEVELOPMENT OF A NEW ATHLETIC TRAINING FACILITY AND ADDITIONAL PARKING, 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; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

ITEM 29. PLANNING & ZONING COMMISSION RECOMMENDATION
AM14-05 PROPOSED AMENDMENTS TO THE GRAPEVINE CODE OF
ORDINANCES, APPENDIX D, SECTION 23A GRAPEVINE VINTAGE
DISTRICT REGULATIONS

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of AM14-05 proposed amendments to the Grapevine Code of Ordinances, Appendix D, Comprehensive Zoning Ordinance No. 82-73, as amended, Section 23A Grapevine Vintage District Regulations relative to permitted and conditional uses allowed in the district with the following revisions: (1) that Vineyards be allowed as a permitted use instead of a conditional use, (2) subsections C.6, C.7 and C.8 relative to outdoor commercial amusements, indoor commercial amusements and planned commercial centers be removed, (3) subsection C.9 that reads "Any use allowed within this district with outdoor speakers" be revised to include "...outdoor speakers and/or amplified sound" and (4) subsection D.1 relative to specialty retail shopping be deleted.

Council Member Spencer offered a motion to accept the Commission's recommendation and revisions, and approve the ordinance with a modification to subsection C.5 that an "Inn" be allowed in conjunction with the operation of a winery or wine tasting room. Council Member Coy seconded the motion which prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell

Nays: None

Absent: Freed

ORDINANCE NO. 2014-53

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 23A, GV GRAPEVINE VINTAGE 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 30. PLANNING & ZONING COMMISSION RECOMMENDATION
FINAL PLAT, LOT 1, BLOCK 1, C.M. GROVE ADDITION

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, C.M. Grove Addition submitted by Anne and Michael Christopher platting the one-acre tract into one lot. The subject property is located at 3922 W. T. Parr Road and is zoned "R-20" Single Family District Regulations.

Council Member Coy, 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, C.M. Grove Addition. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

ADJOURNMENT

Mayor Pro Tem Wilbanks, seconded by Council Member Coy, offered a motion to adjourn the meeting at 9:05 p.m. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: None
Absent: Freed

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 2nd day of September, 2014.

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary