

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *B12*
MEETING DATE: JUNE 7, 2011
SUBJECT: NEW CVB HEADQUARTERS AND MUSEUM COMPLEX
CLOCK-ENSPEIL ANIMATRONICS

RECOMMENDATION:

The Convention & Visitors Bureau staff recommends that the City Council consider authorizing funds for the design, fabrication and installation of the gunfighters animatronics in the New CVB Headquarters and Museum Complex at 636 S. Main in the amount of \$161,840 to Life Formations, Bowling Green, Ohio.

FUNDING SOURCE:

Funds are available from bonds issued in December, 2008 and May 2009 totaling \$11,700,000.

BACKGROUND:

Following exhaustive research with three animatronics companies in Florida, California and Ohio, a design and all-weather gunfighter clock-enspeil has finally been secured at a price within the budget parameters.

Life Formations of Bowling Green, Ohio has the necessary engineering and fabrication expertise to create the gunfighter characters that can operate in the extreme conditions of the Texas climate.

Mr. McCallum has worked closely for more than a year with all three companies before reaching a pricing and functionality structure that would deliver the aesthetics, reliability and affordability that Grapevinians expect.

Please see the attached proposal and background on Life Formations.

Proposal for:

**Grapevine Texas
Convention & Visitors Bureau
Clock-enspiel Animatronics Show**

ANIMATRONIC
CHARACTERS
&
SHOWS

Presented by:



2029 Woodbridge Blvd.
Bowling Green, Ohio 43402
U.S.A.
p: (419) 352-2101

To: P.W. McCallum / Grapevine Convention & Visitors Bureau
From: Jeff Krouse / LifeFormations

Overview

This proposal is for LifeFormations to produce two 6'-6" – 7'-0" tall 3-dimensional highly realistic cowboys for a "Clock-enspiel" animatronic show for the Grapevine Convention & Visitors Bureau (GCVB). This proposal includes the production of the animatronic characters and other show elements such as show control, hardware and weather override.

The show will occur at 12:00 noon and 6:00 pm daily.

Character and Show Specifications:

- The figures will be created in the likeness of Harris and Sam Bass legendary train robbers of the time. They will be of a thin body build approximately 6'-6" – 7'-0" tall.
- They will be installed in a clock tower and feature an animation path that takes them from inside the tower to the exterior ledge.
- Points of animation:
 - Head turn
 - (2) Head nods
 - Mouth Open/Close
 - Gun arm shoulder up
 - Gun arm shoulder out
 - Gun arm elbow bend
 - Weight shift
 - Waist bend
 - Non gun arm elbow bend
 - Non gun arm shoulder up
 - Leg walking move (audience side)
 - Stainless steel track for walking
 - Turn table, cart and extension for walking motion
 - Animated saloon doors

- **Costume & Appearance**

The costume will be created using modern materials that closely resemble the proper time period and style. If an authentic period appropriate custom designed costume is desired we will prepare a separate estimate. The clothing will be treated with a UV coating for weather protection. Additional details on the costumes include:

- **Harris:**

- Thick bushy mustache, similar to PW's uncle Steve.
- Lee Van Cleef as a reference for appearance.
- A little more urban and dapper; banker like.

- **Sam Bass:**

- Shirt and bandanna
- Rancher: cuffs, chaps
- Spurs on the boots

- **Show Development, Programming & Control System**

- The control system will be installed on the lower level accessible by the convention and visitors bureau staff.
- LifeFormations will utilize existing conduits for wire and cable runs.
- The control system will feature an adjustable rain and wind sensor that will override and terminate the show in the event of inclement weather.
- LifeFormations will produce the 2 character's voices and ambient audio. GCVB will be able to provide guidance on the style and characteristics of the voices chosen.
- LifeFormations will provide and install speakers where permitted on buildings at the intersection for a surround sound audio experience.
- The show will include themed saloon doors with outdoor monitors mounted to appear like windows. When the doors close the monitors will feature silhouette style animation for show unity when the characters are inside the saloon.

Production Specifications:

- The figure's exposed skin – head and hands - will be cast of a soft silicone rubber and painted with washes of skin tones to produce a hyper-realistic finish.
- The body will be sculpted and cast to match a desired pose and constructed of a rigid fiberglass shell over an industrial grade stainless steel metal framework. The clothing will cover all but the figure's head and hands and treated with a UV coating for weather protection.



Proposed Fees:

Item	QTY	Unit Price	Total
2 custom animated cowboy characters:	2	\$46,000.00	\$92,000.00
Track, cart, turntable and extension:			\$25,000.00
Control system:			\$6,440.00
Deliver and installation:			\$8,500.00
Engineering fees:			\$5,000.00
Saloon door animation:			\$2,500.00
Audio experience hardware:			\$3,015.00
Monitors and video players on the saloon doors:			\$10,800.00
Custom weather treated Doors:			\$1,000.00
Video production for silhouettes (\$1,000.00 per min.):	2	1000	\$2,000.00
Video production for silhouettes setup:	1	2500	\$2,500.00
Weather control override:			\$285.00
Audio production price per minute of finished show:	8	250	\$2,000.00
Show programming price per minute of finished show:	8	100	\$800.00
Total			\$161,840.00

Terms

- o A contract approval and down payment equal to 50% of the total is required to start the project.
- o A second payment for 40% of the project total will be issued at the midpoint of production.
- o The remaining 10% of the project will be issued upon installation.

Notes

- o A formal proposal is contingent upon final design specifications.
- o This proposal is valid for one 30 days. Beyond that date, please call to confirm.
- o Delivery fee may be adjusted based on fuel prices at the time of installation.
- o Client to provide a lift or equipment to hoist characters into position.

Warranty

LifeFormations warrants all parts and labor for the figure(s) against all manufacturing defects for a period of one year.

If any repairs or maintenance are required outside of the warranty, a \$500 per day technician fee will apply in addition to all travel expenses for a LifeFormations' technician to perform repairs on site. If feasible, the figure(s) may be shipped to LifeFormations' facility for repairs. A separate estimate will be prepared for the scope of work to be handled at LifeFormations facility.



Optional Service Agreement

SECTION 1: OVERVIEW

This service agreement is preventative maintenance and damage response agreement for the animatronic(s) and control system(s) supplied by LifeFormations.

SECTION 2: EXISTING WARRANTY

The animatronic(s) and control system(s) are covered under LifeFormations standard warranty, outlined here:

- LIFEFORMATIONS warrants (1) that all design, design criteria, load calculations, specifications and other engineering work will be free of engineering design defects; (2) that each component or system supplied by LIFEFORMATIONS shall be fit for its intended purpose, free of defects in materials and workmanship; (3) that each component or system supplied by LIFEFORMATIONS shall be safe and efficient; and (4) that all work performed and all material and equipment furnished by LIFEFORMATIONS will conform to and operate in accordance with final approved designs and specifications as to kind, quality, function, capacity, performance, and design characteristics.
- LIFEFORMATIONS warrants that during a period of one year following the installation completion date of the animatronic(s) and control system(s), LIFEFORMATIONS will repair or replace, free of charge (with the exception of reimbursable travel expenses), any part, system, or component which may exhibit a deficiency due to inferior design, material, or workmanship.
- LIFEFORMATIONS is not be liable for damage to the equipment or consequential loss, damage or injury to person or property resulting solely from careless operation by the Buyer, visitor abuse, or owner neglect.
- LIFEFORMATIONS is not liable for normal wear of the equipment.

SECTION 3: ANNUAL SERVICE AGREEMENT PROCEDURES

When this service agreement is executed, LifeFormations will provide the following:

- Annual Preventative Maintenance: A visit by a LifeFormations technician. During this visit, each figure and control component will be inspected and any necessary preventative maintenance performed.
- Emergency Response: 24 hour response time via phone to troubleshoot issues followed by an on site technician within 7 days for any major show malfunctions not solved by phone support. A \$750 per day, plus travel expenses rate will apply for all site visits.

SECTION 4: TERMS

A. This maintenance plan must be executed within the first year of operation of the animatronics and control system.

B. The cost of the maintenance plan including labor and non-airfare travel expenses is \$2,500 payable in advance. Airfare will be billed at time of booking. Materials required for repairs will be charged based on cost to procure and send to site. Any additional days required will be billed at cost to change airline ticket plus a flat rate of \$750 per day.

Site & Equipment Specs:

Compressor/Dryer:

- The figure(s) require a compressed air supply to operate. If your site has a compressor for other uses, you may not require another one. We can provide the equipment or specify it for you to purchase – whatever is convenient for your.
- The compressor should be located in a well-ventilated space such as a maintenance room (not a closet). It will need to be accessible by maintenance personnel or staff so that the oil level and water build-up may be checked on a weekly basis.
- A 1/2 inch copper pipe needs to be installed from the compressor location to a close proximity of the characters. Some installations may require flexible tubing if the compressor is close to the characters. A typical compressor will require a 110V, 20A circuit.
- A dryer is required to assure the air supply to the figure(s) is clean. The dryer has been specified above. A typical dryer will require a 110V, 20A circuit.

Control System:

- The control system will require a dedicated 110V, 15A circuit. It will require a space approximately 22 inches deep by 22 inches wide by 10 inches high.
- The control system should be accessible by the staff for servicing and volume adjustment if necessary.
- The animation control system is a compact solid-state device offering several options for input triggers including motion, push button and auto looping functions. Shows are stored on a compact flashcard.

Character Location/Installation:

- Figure(s) track will be fastened to the floor in a manner suitable to the floor materials. Typically, this will involve lag screws into a wooden floor, or tap-cons into concrete.
- An exact installation date will be scheduled upon contract approval and down payment. As the figure(s) do not appreciate dust, dirt, and other construction elements, LifeFormations is typically the last contractor on the site before the exhibit opens. All testing will be performed at LifeFormations facility before shipping.

Project Team Credentials

LifeFormations has built a diverse team of talent that spreads across several art disciplines, media production, metal and robotic fabrication, plastics, communication design, and theatrical lighting and sound systems.

One of the unique qualities of the team is the fact that the managers for each department at LifeFormations are partners in the company. This creates a very solid foundation for our team, a continuity of knowledge, and a personal investment in each project that assures the best product is created.

Quality and Standards Statement

LifeFormations rigorously enforces a commitment to quality and standards in each element we create. It is our policy that each stage of design and production involve a quality and standards inspection to assure that we meet the design intent within the applicable codes and specifications.

LifeFormations quality and standards control policy establishes each employee as responsible for the quality of his or her own work. As such, they are responsible for a full inspection and approval prior to releasing it to another phase of production.

A second inspection by the appropriate department manager occurs prior to release of any component or assembly to another department.

A LifeFormations' Quality Control Officer upon completion of both design and production will conduct a final performance review.

The LifeFormations Quality and Standards manual provides the measures and processes to ensure that all requirements are met in order to provide a product of the highest possible quality within the scope of each project.

Quality and Standards Procedures

1.0 Employee responsibilities

1.1. All LifeFormations employees are responsible for maintaining the quality and standards set forth in this manual.

1.2. Each LifeFormations employee has the right to raise concerns about quality for any component in production, regardless of department or creator of the component.

1.3. Each employee is responsible for being fully aware of all quality and standards expectations as set forth in this manual.

2.0 Departmental responsibilities

2.1. Maintain records and certification on individuals and machines as appropriate. All data to be stored according to 1) job, 2) component, 3) employee

2.2. To maintain production examples of best practices and accepted quality and standards for regular review.

2.3. To identify quality and standards problems entering (from another department) and within the department.

2.4 To assist in the planning and implementation of corrective action for quality and standards problems.

2.5 To inspect work both in progress and completed regularly to ensure the quality and standards are achieved for the work.

2.6 To develop or procure, and house any necessary test equipment.

2.7 To conduct regular training sessions to maintain awareness of quality and standards metrics and updates.

2.8 Inspect and approve the quality of all purchased items for that department, including the work of any sub-contractors supplying assemblies.

2.9 Maintain a materials identification system that categorizing each material through color mark, stencil or dedicated bin.

3.0 Design Standards

3.1 Each project will have a complete set of quality and standards metrics prior to initiating production of the project.

3.2 All quality and standards metrics will be reviewed and approved by department managers prior to beginning production in any department.

3.3 All quality and standards metrics will be reviewed and approved by LifeFormations client, or their designate, prior to initiating production of the project.

4.0 Engineering

4.1 All engineering, including design, production, and testing standards, will meet the applicable codes and project specifications.

4.2 All prescribed testing related to engineered specifications to be documented and approved within each department on a per-component basis.

4.3 All engineered drawings to include part number and revision date.

4.4 All department inspection and testing logs to include drawing revisions dates on which production and testing was based.

4.5 A complete set of final engineering drawings will be assembled and provided as part of the maintenance manual for the project.

5.0 Production Management

5.1 The production management department will distribute and update all design material for each project.

5.2 The production management department will monitor the production schedule to assure an ample lead time to produce and test each component according to the quality and standards metrics.

6.0 Welding and Machining

6.1 All welding is to be carried out by personnel qualified for the material, weld design and weld process being used.

6.1.1. The welding supervisor will conduct routine quality and standards audits on each employee.

6.1.2. each employee will routinely exercise each type of weld on which they are qualified to maintain the required level of experience and expertise.

6.2 All machining will be completed by personnel qualified for the type of equipment used and part created.

6.2.1. Each employee is responsible for meeting published design specifications

6.2.2. Department managers will randomly audit quality and standards of the machined parts.

6.2.3. Fabricators building assemblies with machined parts will verify their specifications and integration with the overall assemble and design.

7.0 Post Assembly Testing

7.1 All assemblies will undergo testing prior to installation.

7.1.1. All testing will reproduce final performance conditions.

7.1.2. The quality control officer will inspect all assemblies during testing

7.1.3. Any modifications will be recorded and preventative policies implemented.

8.0 Operational Testing and Final Inspection

8.1 All assemblies will be tested on-site in a manner consistent with the final operation.

8.2 Inspection will be conducted during and after operational testing.

8.3 Final results will be provided to the project owner for final approval.

Script:

1. A train whistle is heard in the distance.
2. Harris and Bass appear on the sides; coming from down the street.
3. They nod at one another in front of the saloon.
4. They go inside.
5. Conversation inside:
 - a. Introductions
 - i. "Say don't I know you?"
 - ii. Reveal who they are
 - iii. "I'm Sam Bass."
 - iv. "Well I'm Harris, and I hear the famous ____ train a coming."
 - v. (Fort Worth cash box.)
6. Challenge
 - a. "That's my train...this is my last one."
 - b. Outside to settle dispute decide to go back in.
 - c. Go back inside:
 - d. "Its my town...so its going to be 60-40." to Harris
 - e. Harris: "you horse stealer."
 - f. "That's it, lets take this outside..."
7. Multiple shots fired. A couple misses; heard down the street.
8. One injured and slumps over.
9. The victor consoles the looser.
10. You can hear the train leaving the station.
11. They realize they've missed the train and decide to go back in and have a drink.
12. (Audience and Gunfighters realize train is leaving at the same time.)

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: JUNE 7, 2011
SUBJECT: SANITARY SEWER REPLACEMENT, PHASE 2
CONSTRUCTION PROJECT AWARD OF CONTRACT

RECOMMENDATION

City Council consider approving the Sanitary Sewer Replacement, Phase 2 construction contract to Horseshoe Construction, Inc. in an amount of \$1,729,398.00, authorize staff to execute said contract and take any necessary action.

FUNDING:

Funds are programmed for this project in 96, 97 and 01 Utility Bonds

BACKGROUND:

The project will replace existing sanitary sewer lines in the Lakeview/Lakeridge Drive area, north of Kimball. Five bids were received on May 3, 2011. Horseshoe Construction, Inc. was the low bidder at \$1,729,398.00. Bids were as follows:

Horseshoe Construction	\$ 1,729,398.00
UtiliTex – Civil Utilities	\$ 1,844,769.30
Hall Albert Construction	\$ 1,870,477.20
PM Construction	\$ 2,088,247.58
Circle C Construction	\$ 2,306,139.00

The construction will be primarily trenchless construction where the existing lines will be burst in place and simultaneously replaced with a new line. New sewer services and cleanouts will be installed for residents served by the lines in these areas. Manholes and cleanouts for the sewer will be replaced or rehabilitated. A sewer aerial crossing is also to be replaced with this project

Horseshoe Construction Inc. is qualified to perform this type of work and references were positive.

Staff recommends approval.

BURGESS & NIPLE

11117 Shady Trail | Dallas, TX 75229 | 972.620.1255

May 5, 2011

John Robertson, P.E.
City of Grapevine
P.O. Box 95104
Grapevine, TX 76099

Re: 2009 Sanitary Sewer Replacements – Phase 2

Dear Mr. Robertson:

The following bids were received for the above referenced project on May 3, 2011:

	<u>TOTAL BID AMOUNT</u>
1. Horseshoe Construction	\$1,729,398.00
2. UtiliTex – Civil Utilities	\$1,844,769.30
3. Hall Albert Construction	\$1,870,477.20
4. PM Construction	\$2,088,247.58
5. Circle C Construction	\$2,306,139.00

The Engineer's Estimate was \$2,300,000 with no contingency added.

Horseshoe Construction has submitted a experience record with references for those particular projects. Most of the experience they reported was from the Houston area.

I contacted two of the local cities that Horseshoe has had projects with recently:

City of Keller, Chad Barteo, PE.

Chad said that Horseshoe is working on several projects as part of a maintenance contract. He said they do good work, very responsive to the City and to residents, kept project areas clean and were easy to work with.

City of Mesquite, Jim Palmer, PE.

Jim said he had recently completed three separate contracts with Horseshoe and he would welcome them to bid more projects. He said they were easy to work with and responsive.

Although Burgess & Niple has not completed a pipe bursting project recently with Horseshoe, we find no reason based on the references we contacted that would disqualify Horseshoe from being awarded the project. Therefore, we recommend that Horseshoe Construction be awarded this project.

If you have any questions concerning the contract recommendation, please call.

Sincerely,

Burgess & Niple, Inc.

A handwritten signature in black ink, appearing to read "Lowell D. DeGroot". The signature is written in a cursive style with a large initial 'L' and 'D'.

Lowell D. DeGroot, P.E.
Senior Project Manager

Enclosure: Bid Tab, reference list

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: JUNE 7, 2011
SUBJECT: EULESS GRAPEVINE ROAD/STONE MYERS PARKWAY
ENGINEERING SERVICES AMENDMENT

RECOMMENDATION

City Council consider approving an amendment to the Engineering Services Contract with AECOM in an amount of \$22,410 for the design of sidewalk and street lights on Stone Myers Parkway from Prospect Parkway to State Highway 360, authorize staff to execute said agreement and take any necessary action.

FUNDING:

Funds are programmed for Eules Grapevine Road/Stone Myers Parkway from 00A GO Bonds, Acct # 178-78106-012.

BACKGROUND:

Staff has proposed to the NCTCOG and TxDOT Staff that we add sidewalks and street lights to this project for the segment of Stone Myers Parkway that existed prior to this project. Both COG & TxDOT staff have agreed to our proposal and the RTC has approved the funding for this addition.

The sidewalk and street lights will extend from Prospect Parkway to State Highway 360 and will connect with Big Bear Creek Trail on the east side of State Highway 360.

Staff recommends approval.



AECOM
1200 Summit Avenue
Suite 600
Fort Worth, Texas
76102
www.aecom.com

817 698 6700 tel
817 698 6701 fax

April 22, 2011

John Robertson, PE
City of Grapevine
200 South Main Street
Grapevine, TX 76051

Subject: Euless-Grapevine Road, Supplemental Agreement Number 5

Dear Mr. Robertson:

AECOM has prepared a Supplemental Agreement No. 5 to provide design plans for a sidewalk and illumination along the west side of Stone Myers between Prospect Parkway and Big Bear Creek Trail. The supplemental agreement, which summarizes the revisions to the scope and the proposed fee to accomplish this work, is attached.

After execution of this Supplemental Agreement No. 5, the Engineering Services Contract between the City of Grapevine and AECOM Technical Services, Inc. for the Euless-Grapevine Road Project will be modified as follows:

The Engineering Services Contract is revised to increase the compensation from \$761,354 to \$783,764, an increase of \$22,410. This increase in compensation is requested due to additions to the Scope of Services as described in Exhibit 1A and Exhibit 1B – Task and Fee Estimate. Exhibit 1C shows the billing rates to be used with this supplemental agreement. Compensation for these services will be in accordance with the original Engineering Services Agreement dated November 12, 2002, Section 5.2 – Engineer's Liability.

All other terms and conditions of the Engineering Services Agreement dated November 12, 2002 are unchanged and remain in full force and effect.

AECOM Technical Services, Inc.

City of Grapevine

By: _____
Don D'Adam
Vice President

By: _____
Matt Singleton
Director of Public Works

Date: _____

Date: _____

EXHIBIT 1A

SUPPLEMENTAL AGREEMENT NO. 5 SCOPE OF SERVICES EULESS-GRAPEVINE ROAD PAVING AND DRAINAGE April 22, 2011

0.0 GENERAL

0.1 Project Description

The services to be provided for this project under this Supplemental Agreement No. 5 are as follows. These items are in addition to the original paving and drainage contract Scope of Services, the bid phase and construction phase services to be provided under the 12-inch waterline contract Scope of Services, and the Supplemental Agreement No. 1, No. 2, No. 3 and No. 4 Scope of Services. This supplemental is divided into Basic Services and Exclusions.

This scope shall be invoiced and paid for on a lump sum basis for all items except 1.1.g

BASIC SERVICES

1.0 Basic Services – Final Engineering for Sidewalk Plans and Illumination Plans.

AECOM will provide design plans for approximately 2,500 linear feet of 6-ft wide sidewalk along the west side of Stone Myers Parkway that extends from Prospect Parkway to the Big Bear Creek Trail. Crosswalks will be provided at Stone Myers EB & WB and SH 360 Service Roads NB & SB. Access ramps will be placed at intersections in accordance with ADA compliance. ADA review by TDLR is required and will also be a component of this phase.

AECOM will also prepare illumination plans including foundations, poles, conduit, and wiring, connecting the poles to a power source in accordance with TxDOT standards. The foundations and conduit will be installed on the along the back side of the proposed sidewalk from Prospect Parkway to SH-360. No illumination will be installed west of SH-360.

AECOM will conduct complete internal QA/QC reviews prior to submittal. Grapevine, TxDOT and TDLR review comments will be integrated into the design for final plans.

This phase is further broken out into individual tasks:

1.1 Final Plans Submittal

- a. Site Survey will be performed and will identify surface features of the project area (see Attachment A). The survey limits will be:
 - o Between back of existing curb to approximately 20-ft from the curb, along the proposed alignment along Stone Myers Parkway.
 - o Stone Myers Parkway Intersection at SH 360 service road as required for crosswalk.
 - o Between existing curbs of Stone Myers Parkway and SH 360 service road turnaround at overpass.

- b. Typical Section Sheets will be provided to show sidewalk adjacent to existing roadway.
- c. Sidewalk Plan sheets will be prepared and will show the sidewalk along the west side of Stone Myers Parkway, including any needed access ramps or hand rail. The sidewalk plans will include existing roadway and features according to survey. Only the plan view will be shown, and it will be double banked. It is anticipated that 6 plan sheets will be required for the project. Half-size sheets will be produced at 1" = 40' scale. Sidewalk plans will be prepared in accordance with TxDOT specifications.
- d. AECOM will locate conduit, wiring, foundations, and poles for illumination along the alignment of the project to TxDOT standards, including voltage drop calculations. These items will be shown on separate plan sheets. It is anticipated that three (3) single banked plan sheets will be required at 1" = 100' scale.
- e. Quantities will be prepared for the sidewalk, ramps, handrail, illumination, and associated items. Ancillary quantities may be needed due to the placement of the sidewalk. These quantities include the soil retention blanket, top soil, vegetative watering, and seeding.
- f. Submit final plans to TxDOT and Grapevine. AECOM will then meet with TxDOT/Grapevine, review comments, address comments, and resubmit the plans. This task is limited to one meeting.
- g. Submit Plans to TDLR for ADA review and approval. This item shall be invoiced as a time and material item.
- h. Provide QA/QC for preparation of plans and quantities.

2.0 EXCLUSIONS

The scope of this agreement includes only the services listed above. Services specifically excluded from this scope of services include, but are not limited to, the following items:

- Design for trench safety
- Geotechnical investigations, coordination with geotechnical firm, and materials testing
- Construction inspection services
- Construction progress tracking or report
- Utility location verification
- Monthly coordination meeting with contractor(s), inspection personnel or City representatives
- Review of Contractor's monthly progress report or request for payment
- Performance of public involvement activities
- Environmental work of any type
- DFW approval/review

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: JUNE 7, 2011

SUBJECT: ADVANCED FUNDING AGREEMENT AMENDMENT # 3
EULESS GRAPEVINE/STONE MYERS PARKWAY

RECOMMENDATION:

City Council consider approving Advanced Funding Agreement # 3 with TxDOT for the Euless Grapevine/Stone Myers Parkway construction project, authorize staff to execute said amendment and take any necessary action.

FUNDING SOURCE:

Funds are programmed for Euless Grapevine Rd / Stone Myers Parkway from 00A GO Bonds, Acct # 178-78106-012.

BACKGROUND:

Staff has proposed to the NCTCOG and TxDOT Staff that we add sidewalks and street lights to this project for the segment of Stone Myers Parkway that existed prior to this project. Both COG and TxDOT staff have agreed to our proposal and the RTC has approved the funding for this addition.

The sidewalk and street lights will extend from Prospect Parkway to State Highway 360 and will connect with Big Bear Creek Trail on the east side of State Highway 360.

The added cost of \$338,000 will be funded under the current project percentages, 31% City/69% Federal.

The proposed amendment reflects the funding modifications.

Staff recommends approval.

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #2**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and City of Grapevine, acting by and through its duly authorized individuals, called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on 6th of July 2004 to effectuate their agreement to the widening of Euless-Grapevine Road from 2 to 4 lanes from SH 360 to SH 121, constructing a new 4 lane undivided section; and,

WHEREAS, Amendment #1 was executed on the 8th of April 2008; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

AGREEMENT

1. Description of Amended Items

The scope of work has been revised to add traffic signal improvements on Mustang Drive at Stone Myers Parkway, extend the construction of sidewalk and street lighting south along Stone Myers Parkway to southbound SH 360 frontage road to connect with Big Bear Creek Hike and Bike Trail and to clarify the limits of the project as Euless-Grapevine/Stone Meyers Parkway from SH 360 to Prospect Parkway from 2 to 4 lane undivided; construct a new 4 lane roadway connecting Stone Myers Parkway from Prospect Parkway to Mustang Drive with traffic signal improvements, sidewalk and street lighting.

To increase the authorized construction funding, for a revised funding amount of \$7,359,000 (\$5,085,061 Federal and \$2,273,939 Local participation).

Attachment C-1, Project Budget Estimate and Source of Funds, of Amendment #1 is deleted in its entirety, and replaced with Attachment C-2, Project Budget Estimate and Source of Funds.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

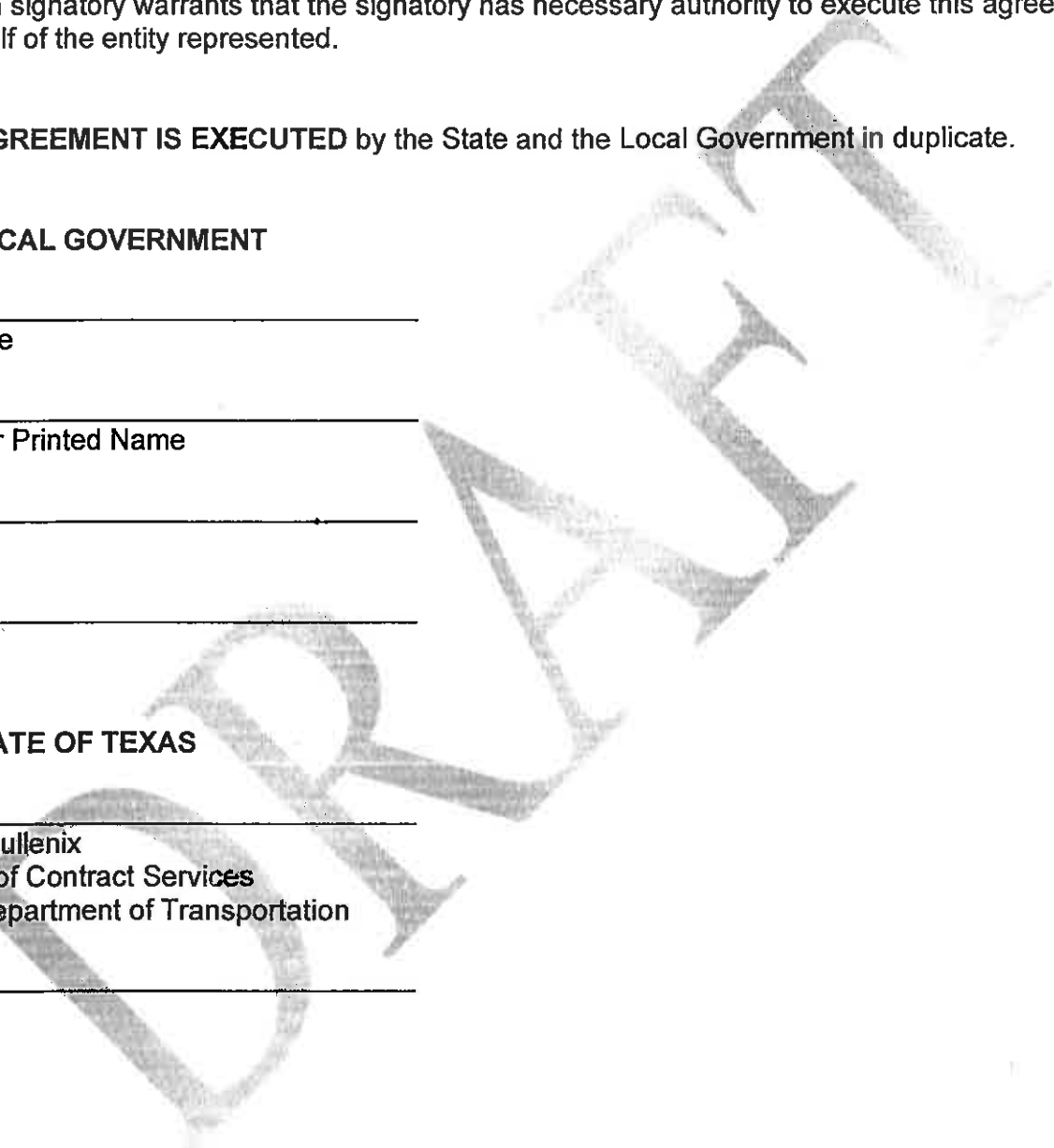
Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date



CSJ # 0902-48-537 / STP 2004(758)MM
 District # 02 – Fort Worth
 Code Chart 64 # 17200
 Project: Eules/Grapevine/Mustang
 SH 360 to Mustang Drive
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

**ATTACHMENT C-2
 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS
 Off-System Standard AFA - LG Performs Work**

The traffic signal work must meet the MUTCD standards.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by LG)	\$7,359,000.00	69.1%	\$5,085,061.00	0%	\$0	30.9%	\$2,273,939.00
Subtotal	\$7,359,000.00	69.1%	\$5,085,061.00	0%	\$0	30.9%	\$2,273,939.00
Construction Phase Direct State Costs @ 1%	\$73,590.00	69.1%	\$50,850.69	0%	\$0	30.9%	\$22,739.31
TOTAL	\$7,432,590.00	69.1%	\$5,135,911.69	0%	\$0	30.9%	\$2,296,678.31

Estimated Total Participation by Local Government \$2,296,678.31

This is an estimate. The final amount of Local Government participation will be based on actual costs.

gldsumi
lgibson
10.1.140.160

Wed May-25-2011 08:41:02 am
Account Summary Inquiry

Stw Inc.
Governmental Software Solutions
Copyright © Stw Inc. 1993 - 2011

Account number: 17878106012 Fiscal year 2011 Display req amount No

Eules Grapevine Rd. Project		Adopted budget	\$0.00
Beginning balance	\$0.00	Revised budget	\$677,539.38

Month	Amended Budget	Actual Amount	Encumbrance Amount	Budget Balance	Period Balance
OCT	0.00	0.00	\$0.00	\$677,539.38	\$0.00
NOV	0.00	0.00	\$0.00	\$677,539.38	\$0.00
DEC	0.00	0.00	\$0.00	\$677,539.38	\$0.00
JAN	677,539.38	0.00	\$0.00	\$677,539.38	\$0.00
FEB	0.00	171.74	\$0.00	\$677,367.64	\$171.74
MAR	0.00	0.00	\$0.00	\$677,367.64	\$171.74
APR	0.00	0.00	\$0.00	\$677,367.64	\$171.74
MAY	0.00	0.00	\$0.00	\$677,367.64	\$171.74
JUN	0.00	0.00	\$0.00	\$677,367.64	\$171.74
JUL	0.00	0.00	\$0.00	\$677,367.64	\$171.74
AUG	0.00	0.00	\$0.00	\$677,367.64	\$171.74
SEP	0.00	0.00	\$0.00	\$677,367.64	\$171.74
Totals	\$677,539.38	\$171.74	\$0.00	\$677,367.64	



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: JUNE 7, 2011
SUBJECT: DART LICENSE – 12" WATER LINE CROSSING MILE POST 614.75

RECOMMENDATION

City Council consider approving a License Agreement with Dallas Area Rapid Transit (DART) for the construction of a 12" waterline crossing the DART rail line in the vicinity of the Walmart/Sam's complex, authorize staff to execute said agreement and take any necessary action.

FUNDING:

Funds for the \$600 annual fee are available in the Water Distribution Operating Budget, Account # 200-44573-530-1.

BACKGROUND:

NorthGate Constructors is relocating a 12" waterline crossing of State Highway 26 in the vicinity of Ernest Dean Parkway. This new crossing continues across the DART rail line at Mile Post 614.75 to the City water system on the north side of the rail line.

This new crossing of the DART rail line ROW, which replaces an old crossing, requires a new license agreement that is site specific.

Staff recommends approval.

LICENSE AGREEMENT

THIS Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and CITY OF GRAPEVINE ("Licensee"), a Texas municipal corporation acting herein by and through its duly authorized official, whose mailing address is P.O. Box 95104, Grapevine, Texas 76099.

Pursuant to an agreement between Licensor and the Ft. Worth & Western Railroad, (hereinafter the "Railroad"), freight railroad operations exist on Licensor's corridor.

WITNESSETH:

1. Purpose. Licensor hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining and operating a 13.2" waterline encased in a 24" pipe (the "Permitted Improvement") crossing the Cotton Belt approximately 1,690 feet west of State Highway 114, at Mile Post 614.75, in Grapevine, Tarrant County, Texas, more particularly described as shown in Exhibits "A-1" and "A-2", dated April 21, 2011, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. Term. This License shall begin on the 1st day of May, 2011 (the "Term") and continue thereafter until terminated by either party as provided herein.

3. Consideration.

3.01. The consideration for the granting of this License shall be (a) payment by Licensee to Licensor the sum of **SIX HUNDRED AND NO/100 (\$600.00) DOLLARS** per annum, payable annually in advance (the "License Fee"), and (b) the performance by Licensee of each of the obligations undertaken by Licensee in this License, **PROVIDED, HOWEVER**, that the "License Fee" shall be adjusted annually as follows:

- a) The adjustment and change in the License Fee shall be determined according to the cost of living changes in the Consumer Price Index for All Urban Consumers – (CPI-U), Dallas-Fort Worth, TX., "All Items", as published by the Bureau of Labor Statistics, U.S. Department of Labor (the "CPI Index").
- b) The CPI Index figure for the month of May, 2011 is hereby fixed and established as the Base Index Figure in the computation of adjustment of rentals herein provided for. At the commencement of each annual period as provided herein, the CPI Index for the month of January of such year shall be ascertained and noted and the rent for the next annual period shall be adjusted by increasing or decreasing the License Fee, percentage-wise as the CPI Index for the month of January has increased or decreased as compared with the Base Index Figure as herein fixed, **PROVIDED HOWEVER**, that under no circumstances shall the License Fee ever be less than \$600.00 per year.
- c) If any time during the term hereof the U.S. Bureau of Labor Statistics shall discontinue the

issuance of the CPI Index, the parties shall use any other standard nationally recognized cost-of-living index for the Dallas-Fort Worth area then issued and available, which is published by the U.S. Government.

- d) Acceptance of any License Fee by Licensor after written notice of termination or expiration of this License shall not waive, reinstate, continue or extend the terms of this License.

3.02. Any payment not received by Licensor by **the 10th day after it is due**, shall bear a late charge of \$25.00 to help offset the administrative cost involved in handling such late payment.

3.03. For any payment not received by Licensor by **the 15th day after it is due**, such payment shall bear interest at the rate of 18% per annum from the date it was due until it is paid, in addition to the late charge.

4. Non Exclusive License. This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any Railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any Railroad, utility or communication company, located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. Design, Construction, Operation and Maintenance. Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvement as required shall be made a part of the design and construction of the Permitted Improvement.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroad. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor.

5.03. By acceptance of this License, Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property under this License.

5.04. By acceptance of this License, Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. Absence of markers does not constitute a warranty by Licensor that there are no subsurface installations on the Property.

5.06. Licensee shall provide to Licensor final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty ("60") days of completion of the project.

6. Governmental Approvals. Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. Licensor's Standard Contract and Insurance. No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor's Standard Contractor's Agreement covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

8. Duty of Care in Construction. Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If the failure to use reasonable care by the Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

9. Environmental Protection.

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. Licensee shall indemnify and hold Licensor and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.

10. Mechanic's Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be

affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. Maintenance of Completed Improvements. The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, Licenser shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licenser shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licenser exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licenser all costs incurred by Licenser upon demand.

12. Future Use by Licenser.

12.01. This License is made expressly subject and subordinate to the right of Licenser to use the Property for any purpose whatsoever.

12.02. In the event that Licenser shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licenser's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvement so as not to interfere with Licenser's or Licenser's assigns use of the Property. In this regard, Licenser may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. A minimum of thirty (30) days written notice for the exercise of one or more of the above actions shall be given by Licenser. Relocation will occur within thirty (30) days, unless extended by mutual agreement of the parties.

13. Relocation Benefits. The parties hereto agree that the construction of the Permitted Improvement on the Property shall be subsequent to the acquisition of the Property by Licenser and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

14. Duration of License. This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvement; (b) in the event Licensee shall relocate the Permitted Improvement from the Property; (c) upon termination in accordance with paragraph 19 of this License, whichever event first occurs.

15. Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by Railroad regulations, policies and operating procedures established by the Railroad, or other applicable Railroad regulating bodies, and Licensee agrees to indemnify and hold Licenser harmless from any failure to so abide and all actions resulting therefrom.

16. Indemnification.

16.01. Licensee shall defend, protect, and keep Licenser and the Railroad forever harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any law, ordinance, rule or regulation arising out of the use of the Property by Licensee, its employees, officers, agents, contractors, or assigns, or those holding under Licensee;

16.02. Licensee shall at all times protect, indemnify and it is the express intention of the parties hereto that Licensee hold Licenser and the Railroad harmless against and from any and all

loss, cost, damage or expense, including attorney's fees and including claims of negligence, arising out of or from any accident or other occurrence on or about said Property resulting from use of the Property by Licensee, its officers, employees, agents, customers and invitees;

16.03. Licensee shall at all times protect, indemnify and hold Licensor and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including claims of negligence, arising out of any failure of Licensee, its employees, officers, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof.

17. **Termination of License.** At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licensor, at Licensee's sole expense.

18. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor is under no obligation to grant.

19. **Methods of Termination.** This License may be terminated in any of the following ways:

19.01. By written agreement of both parties;

19.02. By either party giving the other party thirty (30) days written notice;

19.03. By either party, upon failure of the other party to perform its obligations as set forth in this License.

20. **Miscellaneous.**

20.01. **Notice.** When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit	OR	
	1401 Pacific Avenue		P. O. Box 660163
	Dallas, Texas 75202-7210		Dallas, Texas 75266-7210
	ATTN: Railroad Management		

LICENSEE:	City of Grapevine
	P.O. Box 95104
	Grapevine, Texas 76099
	ATTN: Mr. Stan Laster

Either party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

20.02. **Governing Law.** This License shall be construed under and in accordance with the laws

of the State of Texas.

20.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

20.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

20.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

20.06. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

20.07. New Agreement. It is mutually agreed and understood that this License cancels and supersedes an existing 12" waterline which has no License Number. That existing 12" line is to abandoned and grouted, per detailed plans as shown on Exhibit "A-1" and "A-2".

IN WITNESS WHEREOF, the parties have executed this License in duplicate originals this _____ day of _____, 2011.

LICENSOR:

DALLAS AREA RAPID TRANSIT

BY:

TIMOTHY H. MCKAY
Senior Vice President
Rail Program Development

LICENSEE:

CITY OF GRAPEVINE

BY:

BRUNO RUMBELOW
City Manager

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BL}
MEETING DATE: JUNE 7, 2011
SUBJECT: SECOND AMENDMENT TO GROUND AND TOWER LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC FOR MUSTANG WATER TOWER

RECOMMENDATION:

City Council consider adopting a resolution authorizing the Second Amendment to the Tower/Ground Lease Agreement with Grapevine-Colleyville Independent School District and NEW CINGULAR WIRELESS PCS, LLC for the co-location of antennae and installation of communications equipment at the Mustang Water Tower, 3051 Ira E. Woods Avenue, authorize the City Manager to sign said amendments, and take any necessary action.

FUNDING SOURCE:

The City of Grapevine and the GCISD will share the revenue earned from the lease agreement. Both will receive half of an annual lease payment of \$36,000 from NEW CINGULAR WIRELESS PCS, LLC. The initial lease amount was \$14,400, \$7,200 to each entity.

BACKGROUND:

The City of Grapevine, GCISD, and Dallas SMSA Limited Partnership, a Delaware Limited Partnership initially entered into a Tower/Ground Lease Agreement for 25 years on May 4, 1999. In September of 2008, the City and GCISD approved a first amendment to the Tower/Ground Lease Agreement with AT&T Mobility Texas LLC the successor to Dallas SMSA LP. NEW CINGULAR WIRELESS PCS, LLC is the successor to AT&T Mobility Texas LLC. The installation of the proposed antenna is expected to add service coverage to their customers in this area of Grapevine.

The main points of the amendment include:

- the installation of additional antennas,
- adjusting the annual rental rate (effective immediately),
- permitting lessee to add, modify and/or replace equipment in order to comply with federal, state or local mandated applications, and
- modifying the notice section.

The City Attorney and Staff have reviewed the terms of the agreement and recommend approval.

Market: North Texas
Cell Site No. DX6052
Fixed Asset #10006490
Cell Site Name: Hwy 114/Hwy 26
Address: 3051 IRA E Woods Avenue, Grapevine, Texas 76051

SECOND AMENDMENT TO GROUND AND TOWER LEASE AGREEMENT

THIS SECOND AMENDMENT TO GROUND AND TOWER LEASE AGREEMENT ("Second Amendment"), dated as of the last of the signature dates below, is by and between The City of Grapevine, Texas, a home rule municipal corporation, incorporated under Article XI, Section 5 of the Constitution of the State of Texas and Grapevine-Colleyville Independent School District (hereinafter collectively referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to (see Exhibit C) AT&T Mobility Texas LLC, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 3004 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Ground and Tower Lease Agreement dated May 4, 1999, whereby Landlord leased to Tenant certain Leased Premises, therein described, that are a portion of the Property located at 3051 IRA E Woods Avenue, Grapevine, Texas 76051 ("Agreement"); and

WHEREAS, Landlord and Tenant entered into a First Amendment to that Ground and Tower Lease Agreement dated November 10, 2008 ("First Amendment"); and

WHEREAS, Landlord and Tenant desire to further amend the Agreement to allow for the Leased Site Upgrade, as described herein; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Leased Site Upgrade. Landlord consents to Tenant's Leased Site Upgrade as follows and as further indicated in Exhibit D:

- Replace three of the existing nine antennas with Model #DBXNH-6565B-R2N antennas.
- Add one line of fiber-optic and one line of direct current to each of the three new antennas along the same path as the existing coaxial cable.

- Remove the existing coaxial cable from the existing middle antenna to make room for the fiber/direct current lines.
- Add new lines to match existing lines. The new fiber and current cables to be painted to match the color of existing coaxial cable.
- Add one Remote Radio Unit ("RRU") and one surge protector behind each of the three new antennas.

Depictions of the Leased Site Upgrade are contained on Exhibit A, attached hereto and incorporated herein.

2. Annual Rent Increase. Commencing on the first day of the month following the date that Tenant commences the Leased Site Upgrade ("Increased Annual Rent Commencement Date"), Annual Rent shall be increased by \$14,640.00 (\$7,320.00 to each Landlord), bringing the Annual Rent to \$36,000.00, subject to adjustments as provided in the Agreement (the "Increased Annual Rent"). In accordance with the Agreement's requirement that Tenant pay Annual Rent in advance and in light of Tenant's election to pay Annual Rent in monthly installments, Tenant will pay two monthly installments of Increased Annual Rent on the Increased Annual Rent Commencement Date.

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in the First Amendment and in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to the First Amendment and this Second Amendment.

4. Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received. Notices will be addressed to the parties as follows.

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site # DX6052; Cell Site Name: Hwy 114/Hwy 26
 Fixed Asset Bo: 10006490
 12555 Cingular Way, Suite 1300
 Alpharetta, Georgia 30004

Required Copy to: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site # DX6052; Cell Site Name: Hwy 114/Hwy 26
 Fixed Asset Bo: 10006490
 15 East Midland Avenue
 Paramus, New Jersey 07652

If to Landlord: Grapevine-Colleyville Independent School District
Attn: Superintendent
3051 Ira E. Woods Avenue
Grapevine, Texas 76051-3897

The City of Grapevine, Texas, a Municipal corporation
Attn: City Manager's Office
P.O. Box 95104
Grapevine, Texas 76099

Required Copies to: Brackett & Ellis, P.C.
Attn: James M. Whitton
100 Main Street
Fort Worth, Texas 76102

Boyle & Lowry, L.L.P.
Attn: John F. Boyle, Jr.
4201 Wingreen, Suite 108
Irving, Texas 75062

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LANDLORD: The CITY OF GRAPEVINE, Texas
a municipal corporation, incorporated under
Article XI, Section 5, of the Constitution of the
State of Texas

By: _____
Name: _____
Title: _____
Date: _____

Grapevine-Colleyville Independent School District

By: Charlie Warner
Name: Charlie Warner
Title: President, Board of Trustees
Date: April 25, 2011

TENANT: New Cingular Wireless PCA, LLC, a Delaware
limited liability company
BY: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Greg Holloway
Title: Area Manager-RE&C NTX Network Ops
Date: _____

[ACKNOWLEDGEMENTS TO FOLLOW]

TENANT ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Greg Holloway, Area Manager – RE&C, NTX Network Ops of New Cingular Wireless PCS, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said New Cingular Wireless PCS, LLC, and that he executed the same as the act of such Limited Liability Company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2011.

Notary Public, State of Texas
My Commission Expires: _____

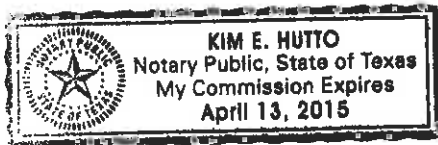
LANDLORD ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TARRANT

I CERTIFY that on April 25, 2011, Charlie Warner personally came before me and acknowledged under oath that he:

- (a) is the President of the Grapevine-Colleyville I.S.D. Board of Trustees, the governmental body named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the governmental body and
- (c) executed the instrument as the act of the governmental body.



Kim E. Hutto
Notary Public, State of Texas
My Commission Expires: 4/13/15

STATE OF TEXAS

COUNTY OF TARRANT

I CERTIFY that on _____, 2011, _____
personally came before me and acknowledged under oath that he or she:

(a) is the _____ of _____, the
governmental body named in the attached instrument.

(b) was authorized to execute this instrument on behalf of the governmental
body and

(c) executed the instrument as the act of the governmental body.

Notary Public, State of Texas
My Commission Expires: _____

361521

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AT&T MOBILITY TEXAS LLC", A DELAWARE LIMITED LIABILITY COMPANY,

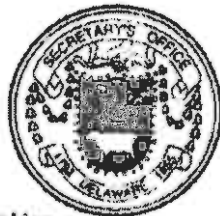
"TRITEL COMMUNICATIONS, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "NEW CINGULAR WIRELESS PCS, LLC" UNDER THE NAME OF "NEW CINGULAR WIRELESS PCS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2009, AT 4:54 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2009, AT 11:50 O'CLOCK P.M.

2445544 8100M

091141437



You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7728429

DATE: 12-29-09

State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 06:21 PM 12/28/2009
 FILED 04:54 PM 12/28/2009
 SRV 091141437 - 2445544 FILE

**CERTIFICATE OF MERGER
 OF
 TRITEL COMMUNICATIONS, LLC
 (a Delaware limited liability company)
 AND
 AT&T MOBILITY TEXAS LLC
 (a Delaware limited liability company)**

WITH AND INTO

**NEW CINGULAR WIRELESS PCS, LLC
 (a Delaware limited liability company)**

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act, New Cingular Wireless PCS, LLC submits the following Certificate of Merger for filing and certifies that:

1. The name and jurisdiction of formation of the limited liability companies which are to merge are:

<u>Name</u>	<u>Jurisdiction</u>
New Cingular Wireless PCS, LLC	Delaware
AT&T Mobility Texas LLC	Delaware
Tritel Communications, LLC	Delaware

2. An Agreement and Plan of Merger has been approved and executed by each limited liability company which is to merge.
3. The name of the surviving domestic limited liability company is New Cingular Wireless PCS, LLC.
4. The merger shall be effective at 11:50 p.m. EST on December 31, 2009.
5. The Agreement and Plan of Merger is on file at the principal place of business of the surviving limited liability company which is located at 1025 Lenox Park Boulevard, Room 5D89, Atlanta, Georgia 30319.
6. A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member of any limited liability company which is to merge.

[Signature on following page]

IN WITNESS WHEREOF, New Cingular Wireless PCS, LLC has caused this Certificate of Merger to be executed by its Manager this 2nd day of December, 2009.

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation, its Manager

By: Carolyn J. Wilder
Carolyn J. Wilder
Assistant Secretary

PROJECT INFORMATION

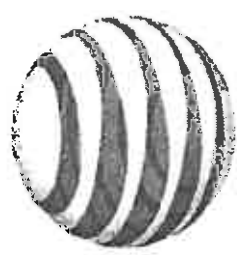
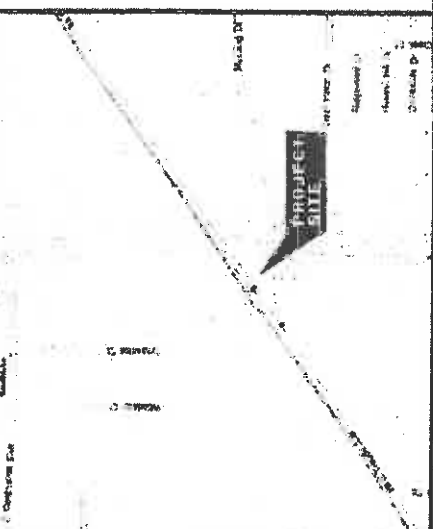
PROJECT INFORMATION
 PROJECT NAME: 1801 VALLEY VIEW LANE
 ADDRESS: FARMERS BRANCH, TX 75234
 CITY: FARMERS BRANCH, TX 75234
 COUNTY: TARRANT
 CLIENT: AT&T
 PROJECT NO.: 3051 IRA E. WOODS AVE.
 GRAPEVINE, TX 76051
 DATE: N/A

SCOPE OF WORK
 UPGRADE TO LATEST GRADUATED TELECOMMUNICATION FACILITY
DATE: 02/21/99 (REVISED)
LENGTH: -97/11445 (METERS)
AREA: UNKNOWN
CITY OF COMPANY: AT&T
POWER CO.: DCCOR

DRIVING DIRECTIONS

FROM THE INTERSECTION OF U.S. 85 AND BUS. TAKE 615 WEST, PROCEED WEST ON BUS. TO HWY 124, PROCEED SOUTH ON HWY 124 TO HWY 28, PROCEED WEST ON HWY 124 TO HWY 28, TAKE HWY 28 SOUTH TO SITE LOCATED AT THE NORTHEAST CORNER OF HWY 28 AND BUS. AND DRIVE.

VICINITY MAP



1801 VALLEY VIEW LANE
 FARMERS BRANCH, TX 75234

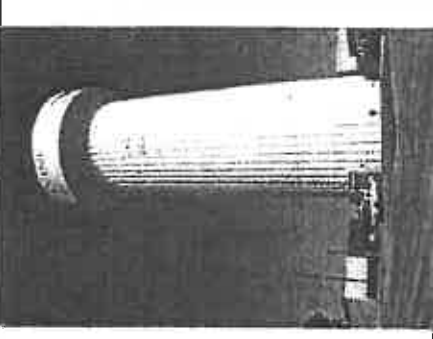
SITE NAME
GRAPEVINE WATER TOWER
LTE UPGRADE

SITE NUMBER
DX6052

SITE ADDRESS
3051 IRA E. WOODS AVE.
GRAPEVINE, TX 76051

(TARRANT COUNTY)

SITE PHOTO



DESIGN TEAM

DESIGNER:
 THE CELERS GROUP, LLC
 281 W. GREEN OAKS, SUITE 101
 IRVING, TX 75063
 WORK SHEET NO. 817-446-1702
ENGINEER:
 EVE ASSOCIATES, INC.
 6551 17TH STREET SUITE 275
 DALLAS, TX 75240
 OCCASION, BEARING, P.E.
 972-239-6485

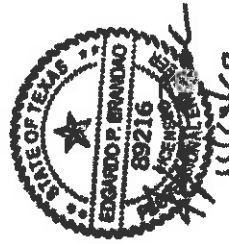
APPROVALS

AT&T CONSTRUCTION L.P.
 LAND USE PLANNER
 PROPERTY OWNER
 DATE: 11/11/99
 NETWORK SUPERVISOR
 DATE: 11/11/99
 DATE: 11/11/99

SHEET INDEX

SHEET DESCRIPTION

NO.	DESCRIPTION	REV.
1	PILE SHEET	C
2	SITE PLAN	C
3	TOWER ELEVATION	C
4	TOWER ELEVATION	C



BUILDING CODES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL AUTHORITIES HAVING JURISDICTION:
 1. INTERNATIONAL BUILDING CODE
 2. UNIFORM BUILDING CODE
 3. NATIONAL ELECTRIC CODE
 4. ANSI/ISA-18.2-2000
 5. CITY/COUNTY ORDINANCES



IF YOU DIG IN ANY STATE DIAL 811 FOR THE LOCAL ONE CALL CENTER IT'S THE LAW

THE 811 SERVICE IS AVAILABLE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER CHARGES AND SERVICE FEES FOR THE 811 SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE 811 SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE 811 SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE 811 SERVICE.

NO.	DESCRIPTION	DATE
1	PILE SHEET	11/11/99
2	SITE PLAN	11/11/99
3	TOWER ELEVATION	11/11/99
4	TOWER ELEVATION	11/11/99

celers
 Consulting Engineers
 5505 LBJ Freeway Suite 235
 Dallas, Texas 75240
 (972) 279-5135
 Registration No. F.0882

at&t
 1801 VALLEY VIEW LANE
 FARMERS BRANCH, TX 75234

STATE NAME
GRAPEVINE WATER TOWER
DATE
DX6052

DATE: 11/11/99
SCALE: 1/4" = 1'-0"
TITLE: 9-481
PROJECT NO.: 3051 IRA E. WOODS AVE.
101

MUSTANG TOWER LEASE
AMEND # 2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, APPROVING THE SECOND AMENDMENT TO THE TOWER/GROUND LEASE AGREEMENT WITH GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT AND NEW CINGULAR WIRELESS PCS, LLC, FOR THE INSTALLATION OF COMMUNICATIONS EQUIPMENT INCLUDING ANTENNAS, CABLES AND OTHER COMMUNICATION INSTRUMENTS ON THE MUSTANG WATER TOWER AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on May 4, 1999, the City of Grapevine and Grapevine-Colleyville School District (hereinafter referred to as "Landlord") entered into a Tower/Ground Lease Agreement with Dallas SMSA Limited Partnership, a Delaware Limited Partnership for Communications Equipment on the Mustang Water Tower; and

WHEREAS, the "Landlord" entered into Amendment # 1 to said Tower/Ground Lease Agreement with AT&T Mobility Texas LLC, successor to Dallas SMSA Limited Partnership, a Delaware Limited Partnership; and

WHEREAS, the City of Grapevine is in agreement to enter into Amendment # 2 to said Tower/Ground Lease Agreement with New Cingular Wireless PCS, LLC, successor to AT&T Mobility Texas LLC, a Delaware Limited Partnership; and

WHEREAS, Amendment # 2 to the Tower/Ground Lease Agreement for the Dove Water Tower is attached as Exhibit "A".

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

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

Section 2. That the City Manager is hereby authorized to enter into said Amendment # 2 to the Tower/Ground Lease Agreement as attached.

Section 3. That all matters stated in the preamble of this resolution are true and correct and are hereby incorporated into the body of this resolution as if copied in their entirety.

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 7th day of June, 2011.

APPROVED:

ATTEST:

APPROVED AS TO FORM:
