



CITY OF GRAPEVINE, TEXAS
REGULAR JOINT MEETING OF
CITY COUNCIL AND PLANNING AND ZONING COMMISSION
TUESDAY, MAY 15, 2018

GRAPEVINE CITY HALL, SECOND FLOOR
200 SOUTH MAIN STREET
GRAPEVINE, TEXAS

6:00 p.m.	Dinner – City Council Conference Room
6:30 p.m.	Reception – Outside Council Chambers
7:00 p.m.	Call to Order of City Council Meeting – City Council Chambers
7:00 p.m.	Election Canvass and Swearing-In Ceremony – City Council Chambers
7:00 p.m.	Executive Session – City Council Conference Room
7:30 p.m.	Joint Regular Meeting – City Council Chambers

CALL TO ORDER: 7:00 p.m. – City Council Chambers

CANVASS ELECTION

1. Consider **Resolution No. 2018-042** canvass the May 5, 2018 City Election for Mayor, City Council Place 1 and City Council Place 2; declare the results; and take any necessary action.

OATH OF OFFICE

2. City Secretary to administer the Oath of Office to Mayor William D. Tate, Council Member Place 1 Paul Slechta and Council Member Place 2 Sharron Spencer.

EXECUTIVE SESSION:

3. City Council to recess to the City Council Conference Room to conduct a closed session relative to:
 - A. Real property relative to deliberation to the purchase, exchange, lease, sale or value of real property (City facilities, Public Works, and the 185 acres) pursuant to Section 551.072, Texas Government Code.
 - B. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

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

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

4. Invocation and Pledge of Allegiance: Commissioner Dennis Luers

JOINT PUBLIC HEARING

5. Conditional Use Permit **CU18-12** (Gaylord Texan) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by RHP Property GT, LP requesting a conditional use permit to amend the previously approved site plan of CU16-07 (Ordinance No. 2016-029) for a planned commercial center with hotel and convention center, specifically to allow for additional ground parking in the convention center area. The subject property is located at 1501 Gaylord Trail and is currently zoned “PCD” Planned Commerce Development District.
6. Conditional Use Permit **CU18-13** (RaceTrac) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Spiars Engineering requesting a conditional use permit to amend the previously approved site plan of SPRC CU16-15, SPRC CU15-45, SPRC CU13-34, and CU12-24 (Ordinance No. 2012-30) for a planned commercial center allowing the possession, storage, retail sale and off-premise consumption of alcoholic beverages (beer and wine only) with outside dining and gasoline service, specifically to revise the exterior elevations in conjunction with a convenience store. The subject property is located at 3955 Grapevine Mills Parkway and is currently zoned “CC” Community Commercial District.
7. Amendments to Comprehensive Zoning Ordinance No. 82-73 **AM18-03** – City Council and Planning and Zoning Commission to conduct a public hearing relative to amendments and changes to the Comprehensive Zoning Ordinance, No. 82-73, same being Appendix D of the Code of Ordinances as follows: Section 43, Non-Conforming Uses and Structures relative to off-premise advertising signage; and Section 60, Sign Standards relative to off-premise advertising signage and any other additions, deletions, or changes to various sections, articles and provisions contained in said Ordinance No. 82-73.
8. Conditional Use Permit **CU18-14** (Clear Channel Outdoor) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Clear Channel Outdoor, Inc. requesting a conditional use permit to allow a digital billboard. The subject property is located at 900 East State Highway 114 and is currently zoned “LI” Light Industrial District.

Planning and Zoning Commission to recess to Planning and Zoning Commission Conference Room, Second Floor, to consider published agenda items.

City Council to remain in session in the Council Chambers to consider published business.

CITIZEN COMMENTS

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

PRESENTATIONS

10. Parks and Recreation Director to present the proposed Parks Masterplan.
11. Chief Financial Officer to present the monthly financial report.

NEW BUSINESS

12. Consider the appointment of the Mayor Pro Tem and take any necessary action.
13. Consider the award of a Landscape Architecture contract to La Terra Studio, Inc. for the landscape/irrigation plan and construction documents for Silver Lake Park and take any necessary action.

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and will be acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion. Approval of the consent agenda authorizes the City Manager, or his designee, to implement each item in accordance with Staff recommendations.

14. Consider **Resolution No. 2018-043** authorizing an interlocal agreement with the City of Colleyville for fiber optic cable installation by the City of Grapevine in the City of Colleyville. Chief Technology Officer recommends approval.
15. Consider **Resolution No. 2018-044** authorizing the purchase of an outdoor workout station from The Playwell Group, Inc. for the Parks and Recreation department. Parks and Recreation Director recommends approval.
16. Consider the award of an annual contract for RFB 468-2018 for water meters and registers with Zenner Performance Meters, Inc. for the Public Works Department. Public Works Director recommends approval.
17. Consider the purchase of structural repairs for the wastewater treatment plant with MVA Services, LLC. Public Works Director recommends approval.

18. Consider the purchase of backlit sign arms from Structural and Steel Products, Inc. Public Works Director recommends approval.
19. Consider the minutes of the May 1, 2018 Regular City Council meeting. City Secretary recommends approval.

Pursuant to the Texas Open Meetings Act, Texas Government Code, Chapter 551.001 et seq, one or more of the above items may be considered in Executive Session closed to the public. Any decision held on such matter will be taken or conducted in open session following conclusion of the executive session.

PLANNING AND ZONING COMMISSION RECOMMENDATIONS

20. Conditional Use Permit **CU18-12** (Gaylord Texan) – Consider the recommendation of the Planning and Zoning Commission and **Ordinance No. 2018-042**, if applicable, and take any necessary action.
21. Conditional Use Permit **CU18-13** (RaceTrac) – Consider the recommendation of the Planning and Zoning Commission and **Ordinance No. 2018-043**, if applicable, and take any necessary action.
22. Amendments to Comprehensive Zoning Ordinance No. 82-73 **AM18-03** – Consider the recommendation of the Planning and Zoning Commission and **Ordinance No. 2018-044**, if applicable, and take any necessary action.
23. Conditional Use Permit **CU18-14** (Clear Channel Outdoor) – Consider the recommendation of the Planning and Zoning Commission and **Ordinance No. 2018-045**, if applicable, and take any necessary action.
24. **Final Plat** of Lot 1, Block 1, 411 Turner Addition – Consider the recommendation of the Planning and Zoning Commission regarding an application submitted by Troy (Lee) Burchfield to plat property located at 411 Turner Road.

ADJOURNMENT

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 May 11, 2018 by 5:00 p.m.


Tara Brooks
City Secretary



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.



CITY OF GRAPEVINE, TEXAS
REGULAR PLANNING AND ZONING COMMISSION MEETING
TUESDAY, MAY 15, 2018

GRAPEVINE CITY HALL, SECOND FLOOR
200 SOUTH MAIN STREET
GRAPEVINE, TEXAS 76051

-
- 7:00 p.m. Briefing Session –
Planning and Zoning Commission Conference Room
- 7:30 p.m. Joint Meeting with City Council - City Council Chambers
- 7:30 p.m. Regular Session - Planning and Zoning Commission Conference Room
-

CALL TO ORDER: 7:00 p.m. - Planning and Zoning Commission Conference Room

BRIEFING SESSION

1. Planning and Zoning Commission to conduct a briefing session to discuss all items scheduled on tonight's agenda. No action will be taken. Each item will be considered during the Regular Session which immediately follows the Joint Public Hearings.

JOINT MEETING WITH CITY COUNCIL: 7:30 p.m. - City Council Chambers

2. Invocation and Pledge of Allegiance: Commissioner Dennis Luers

JOINT PUBLIC HEARING

3. Conditional Use Permit **CU18-12** (Gaylord Texan) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by RHP Property GT, LP requesting a conditional use permit to amend the previously approved site plan of CU16-07 (Ordinance No. 2016-029) for a planned commercial center with hotel and convention center, specifically to allow for additional ground parking in the convention center area. The subject property is located at 1501 Gaylord Trail and is currently zoned "PCD" Planned Commerce Development District.
4. Conditional Use Permit **CU18-13** (RaceTrac) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Spiars Engineering requesting a conditional use permit to amend the previously approved site plan of SPRC CU16-15, SPRC CU15-45, SPRC CU13-34, and CU12-24 (Ordinance No. 2012-30) for a planned commercial center allowing the possession, storage, retail sale and off-premise consumption of alcoholic beverages (beer and wine only) with outside dining and gasoline service, specifically to revise the exterior elevations in conjunction with a convenience store. The subject property is located at 3955 Grapevine Mills Parkway and is currently zoned "CC" Community Commercial District.

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Planning and Zoning Commission to recess to Planning and Zoning Commission Conference Room, Second Floor, to consider published agenda items.

REGULAR SESSION: 7:30 p.m. (Immediately following Joint Public Hearings) – Planning and Zoning Commission Conference Room

NEW BUSINESS

7. Conditional Use Permit **CU18-12** (Gaylord Texan) – Consider the application and make a recommendation to City Council.
8. Conditional Use Permit **CU18-13** (RaceTrac) – Consider the application and make a recommendation to City Council.
9. Amendments to Comprehensive Zoning Ordinance No. 82-73 **AM18-03** – Consider the amendments and make a recommendation to City Council.
10. Conditional Use Permit **CU18-14** (Clear Channel Outdoor) – Consider the application and make a recommendation to City Council.
11. **Final Plat** of Lot 1, Block 1, 411 Turner Addition – Consider the application submitted by Troy (Lee) Burchfield to plat property located at 411 Turner Road.
12. Consider the minutes of the April 17, 2018 Regular Planning and Zoning Commission meeting.

NOTE: Following the adjournment of the Planning and Zoning Commission meeting, a representative will present the recommendations of the Planning and Zoning Commission to the City Council for consideration in the City Council Chambers.

ADJOURNMENT

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 May 11, 2018 by 5:00 p.m.

Tara Brooks

Tara Brooks
City Secretary



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MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER **BR**

MEETING DATE: MAY 15, 2018

SUBJECT: CANVASS GENERAL ELECTION

RECOMMENDATION: Consider a resolution canvassing the May 5, 2018 City Election for Mayor, City Council Place 1 and City Council Place 2; declaring the results; and take any necessary action.

FUNDING SOURCE:

BACKGROUND: On May 5, a General Election was held to elect the Mayor, City Council Place 1 and City Council Place 2.

As of April 5, the City of Grapevine had 31,773 registered voters. There were 3,212 ballots cast for this election, which equated to 10.11% of the registered voters in the City.

The unofficial results are as follows:

Mayor

William D. Tate - 2,719 votes

City Council, Place 1

Paul Slechta - 2,379 votes

City Council, Place 2

Sharron Spencer - 2,048 votes (67.15%)

Carlos Merla - 1,002 votes (32.85%)

The full unofficial results are attached.

By adoption of the proposed resolution, William D. Tate as Mayor. Paul Slechta is declared duly elected to City Council, Place 1 and Sharron Spencer is declared duly elected to City Council, Place 2.

The final results will be provided prior to the Council meeting.

TAB

Precinct Report — Unofficial
Tarrant County — Joint Elections — May 05, 2018

Page 1 of 1

ITEM # 1
 05/08/2018 07:59 AM

Total Number of Voters : 63,275 of 1,048,239 = 6.04%

Number of District Voters: 3,214 of 31,773 = 10.12%

Precincts Reporting 176 of 176 = 100.00%

District Precincts Reporting 1 of 1 = 100.00%

Party	Candidate	Absentee		Early		Election		Total	
Precinct 3114 (Ballots Cast: 3,214)									
Mayor	City of Grapevine, Vote For 1 William D. Tate	156	100.00%	1,741	100.00%	822	100.00%	2,719	100.00%
	Cast Votes:	156	86.67%	1,741	84.97%	822	83.45%	2,719	84.60%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	24	13.33%	308	15.03%	163	16.55%	495	15.40%
Council, Place 1	City of Grapevine, Vote For 1 Paul Slechta	148	100.00%	1,515	100.00%	716	100.00%	2,379	100.00%
	Cast Votes:	148	82.22%	1,515	73.94%	716	72.69%	2,379	74.02%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	32	17.78%	534	26.06%	269	27.31%	835	25.98%
Council, Place 2	City of City of Grapevine, Vote For 1 Sharon Spencer Carlos Merla	133	77.33%	1,304	66.70%	611	66.20%	2,048	67.15%
		39	22.67%	651	33.30%	312	33.80%	1,002	32.85%
	Cast Votes:	172	95.56%	1,955	95.41%	923	93.71%	3,050	94.90%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	8	4.44%	94	4.59%	62	6.29%	164	5.10%

RESOLUTION NO. 2018-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DECLARING THE RESULTS OF THE MAY 5, 2018 GENERAL ELECTION FOR THE PURPOSE OF ELECTING THE MAYOR AND COUNCILMEMBERS TO CITY COUNCIL PLACE 1 AND CITY COUNCIL PLACE 2 AND PROVIDING AN EFFECTIVE DATE

WHEREAS, there came to be considered the returns of an election held on the 5th day of May, 2018 for the purpose of electing the hereinafter named officials, as appearing from said returns, duly and legally made, that there were cast at said election 3,212 valid and legal votes; and

WHEREAS, each of the candidates in said election received the following votes:

MAYOR

William D. Tate	2,719
Under Votes.....	495

CITY COUNCIL PLACE 1

Paul Slechta	2,379
Under Votes.....	835

CITY COUNCIL PLACE 2

Sharron Spencer	2,048
Carlos Merla	1,002
Under Votes.....	164

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 by reference as if copied in their entirety.

Section 2. That said election was duly called; that notice of said election was given in accordance with law; and that said election was held in accordance with law; and that the following named persons were duly elected to the office indicated:

MayorWilliam D. Tate
City Council Place 1Paul Slechta
City Council Place 2Sharron Spencer

Section 3. That the said above persons are hereby declared duly elected to said respective office, subject to the taking of the oath and filing bond as provided by the laws of this State and the ordinances of this City.

Section 4. That this resolution shall become effective from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 15th day of May, 2018.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

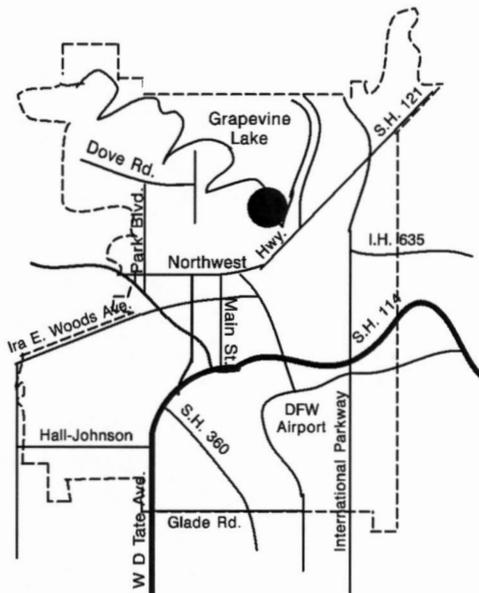
City Attorney

TO: HONORABLE MAYOR, CITY COUNCIL MEMBERS AND THE
PLANNING AND ZONING COMMISSION

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BK}
SCOTT WILLIAMS, DEVELOPMENT SERVICES DIRECTOR

MEETING DATE: MAY 15, 2018

SUBJECT: DEVELOPMENT SERVICES TECHNICAL REPORT OF
CONDITIONAL USE APPLICATION CU18-12 GAYLORD TEXAN



APPLICANT: RHP Property GT LP

PROPERTY LOCATION AND SIZE:

The subject property is located at 1501 Gaylord Trail and is platted as Lot 1, Opryland Addition. The property contains approximately 52.254 acres.

REQUESTED CONDITIONAL USE AND COMMENTS:

The applicant is requesting a conditional use permit to amend the previously approved site plan of CU16-07 (Ord. 2016-029) for a planned commercial center with a hotel and convention center, specifically to allow for additional ground parking in the convention center area.

It is the applicant's intent to construct a 5,655 square foot, 15-space parking lot and connect to an existing 32-space parking lot adjacent to Convention Center Drive southeast of the convention center. The purpose of the additional parking lot is to allow an expanded permanent surface for the annual ICE exhibit. The total parking proposed for the ICE exhibit area is 60 parking spaces.

PRESENT ZONING AND USE:

The subject property is currently zoned "PCD" Planned Commerce Development District and is developed as the Gaylord Texan Resort and Convention Center on Lake Grapevine.

HISTORY OF TRACT AND SURROUNDING AREA:

The subject property was zoned "R-1" Single-Family Dwelling District prior to the 1984 City Rezoning. A Specific Use Permit (Ord. 77-12) was approved by Council on March 1, 1977 for a health care center, but was never developed. Conditional Use Request CU99-69 (Ord. 99-182) was approved by Council at the December 21, 1999 meeting and allowed for a 1,600-room hotel with conference center space in excess of 300,000 square feet on the subject site. The site plan for the Opryland Hotel was later amended at the February 20, 2001 (CU01-05; Ord. 01-12) meeting specifically to revise the parking layout. At the March 18, 2003 meeting Council approved a modification of the site plan (CU03-03) for the Opryland Hotel specifically to establish sales and storage areas for alcoholic beverages within the hotel Council also approved a special use permit (SU03-02) to establish cellular antenna equipment under the hotel silo with low profile antenna arrays on the hotel roof and allow for approximately 20 video games and two pool tables in the Train Station area of the hotel. Conditional Use Request CU03-15 was approved May 20, 2003 which established the floor plan and elevations for the "Point" Restaurant. Conditional Use Request CU03-38 was considered and approved by Council at their October 21, 2003 meeting which allowed for minor site changes such as feature landscaping modifications along the Ruth Wall entrance to the site, identification of an outdoor seating area associated with the "Old Hickory Restaurant" within the hotel, addition of tennis courts just north of the parking lot, addition of a future events pavilion to the north of the hotel just east of the parking lot, and a revision to the final height of the hotel from 160-feet to 165-feet. In addition, a special use permit (SU03-05) was approved for a helistop location just to the north of the hotel for occasional VIP transport (approximately six to eight times per year) and emergency/care-flight situations if necessary. At the February 17, 2004 meeting, Council approved an amendment (CU04-04) to the site plan associated with the "Glass Cactus" restaurant (formerly known as the "The Point" restaurant). Specifically, the restaurant's exterior elevations were modified and extensive changes to the floor plan were made to accommodate a variety of venues and entertainment options. At the March 23, 2004 meeting, Council approved CU04-09 on the subject site which allowed for approval of the entire signage package for the Gaylord Hotel. At that same meeting, SU04-01 was also approved allowed for paid-parking throughout the hotel site. An above surface, three-level parking garage containing 1,485 parking spaces was approved on the subject site by Council at their November 16, 2004 meeting (CU04-37). Minor changes to the site plan associated with the parking structure, such as the addition of a covered walkway and landscaping modifications, were approved by the Site Plan Review Committee (CU05-17) at their March 23, 2005 meeting. At Council's December 18, 2007 meeting, a conditional use permit (CU07-36) was approved on the subject site which allowed for two additional

levels of parking to be added to the north parking garage (approximately 636 spaces).

At a special meeting held on March 25, 2008 conditional use request CU08-01 (Ord. 08-12) was considered and approved on the subject site allowing for a 492-room, 12-story tower addition and an approximate 600,000 square foot expansion to the convention center. In addition, stipulations were placed on the approval of the expansion relative to noise and light reduction at the parking garage and Glass Cactus. In particular:

- Parking garage: Headlight screening shall be placed from the spandrel panels up on levels two and three facing the residential properties.
- Lighting: All ground level lights on the west side of the building shall be shielded for glare.
- Glass Cactus: Immediately provide headlight screening and evergreen screening plants to be placed at the wrought iron fence west of the portico.
- Gaylord officials shall provide a sound attenuation plan to the Site Plan Review Committee within 90 days of the approval of the request.

The Site Plan Review Committee, at their August 27, 2008 meeting, met to consider the proposed plan to reduce noise at the Glass Cactus and to ensure the specific conditions of the March 25, 2008 meeting had been met. It was determined that the condition relative to lighting has already been met, and the first condition relative to the Glass Cactus has also been met. The noise reduction plan at the Glass Cactus centered on providing wing walls and vestibules on key doorways leading onto the main and upper balconies. Specifically, a wing wall was proposed on the main balcony and upper balcony at the northwest corners—both of these walls deflecting sound northward as it escapes from the interior of the Glass Cactus. In addition to the wing walls, an exterior vestibule onto the main balcony on the west side (the side that faces the neighborhood) will be created to keep noise from escaping from the dance floor area. A second interior vestibule is proposed along the west side near the band/stage area. On the upper balcony, doorway exits onto the west side of the balcony will be converted to emergency access only. A letter from the sound consultants who measured the noise from the Glass Cactus on Saturday, March 1, 2008 between the hours of 8:00 p.m. to 12:00 a.m. determined that although there was on a periodic basis noise that could be heard coming from the Glass Cactus, it did not exceed the standards established in the City's Performance Standards relative to noise.

At Council's September 16, 2008 meeting, Council approved CU08-17 which allowed for a resort pool complex located immediately west of the tower addition. A food and beverage pavilion and an event pad site were also approved as part of the request. Criteria was established for the use of the large event pad site other than the ICE! exhibit and guidelines were adopted relative to hours of operation, sound levels, and the size of events. This conditional use request was later amended by the Site Plan Review Committee at their April 30, 2009 meeting which allowed for landscaping and new fan/motor technology to substitute for a 30-foot screening wall that was proposed to screen the cooling towers for the new tower addition from the properties to the west. At the June

16, 2009 public hearing Council approved a conditional use permit (CU09-15) to allow outdoor speakers in conjunction with a fireworks viewing area on the 5th floor of the resort garage at the Gaylord Hotel on Friday evenings from May 22 through September 4, 2009. At the October 20, 2009 meeting a conditional use request was approved (CU09-33) allowing a pool and water park complex to be built on the Gaylord site at the northeast corner of Gaylord Trail and State Highway 26. The annual ICE! exhibit signage was also approved with the request. At the June 15, 2010 public hearing Council approved a conditional use permit (CU10-12) to allow outdoor speakers in conjunction with a fireworks viewing area on an annual basis without the need to reapply for a conditional use permit each year. Conditional Use Request CU11-07 (Ord. 2011-18) approved at the April 19, 2011 joint public hearing allowed allow a projection sign on the wall of the convention center.

At the June 21, 2011 meeting the City Council approved CU11-13 (Ord. 2011-26) to allow seasonal signage for the resort pool area. At Council's December 17, 2013 meeting a conditional use permit was approved (CU13-30) that allowed for off-premise beer and wine sales in conjunction with a gift shop within the Gaylord Texan. At the August 18, 2015 meeting a conditional use permit was approved (CU15-34) that allowed for the addition of another pool, water slides, a play structure, more pool decking and cabanas at the water park complex on the property at the northeast corner of Gaylord Trail and State Highway 26. At April 19, 2016 meeting the City Council approved CU16-07 (Ord. 2016-029) to allow for a nine story, 344,000 square foot hotel and ballroom expansion comprised of 90,500 square feet of conference area and 303 rooms.

SURROUNDING ZONING AND EXISTING LAND USE:

- NORTH: "GU" Governmental Use District—Grapevine Lake
- SOUTH: "GU" Governmental Use District and "R-7.5" Single Family District—Grapevine Lake, The Woods single family subdivision
- EAST: "GU" Governmental Use District—Grapevine Lake
- WEST: "GU" Governmental Use District, "R-7.5" Single Family District, and "CN" Neighborhood Commercial District—Grapevine Lake, Lakewood Acres single family subdivision, and the former Grapevine Steakhouse now occupied by the Grapevine Elks Lodge.

AIRPORT IMPACT:

The subject tract is located within both "Zone A" Zone of Minimal Effect and "Zone B" Zone of middle effect as defined on the "Aircraft Sound Exposure: Dallas/Fort Worth Regional Airport Environs" Map. In "Zone A," few activities will be affected by aircraft sounds except for sound sensitive activities such as auditoriums, churches, schools, hospitals, and

theaters. In "Zone B" the following uses may be considered only if sound treatment is included in building design: multifamily apartments, motels, office buildings, movie theaters,

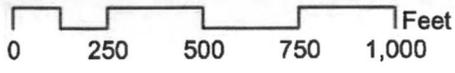
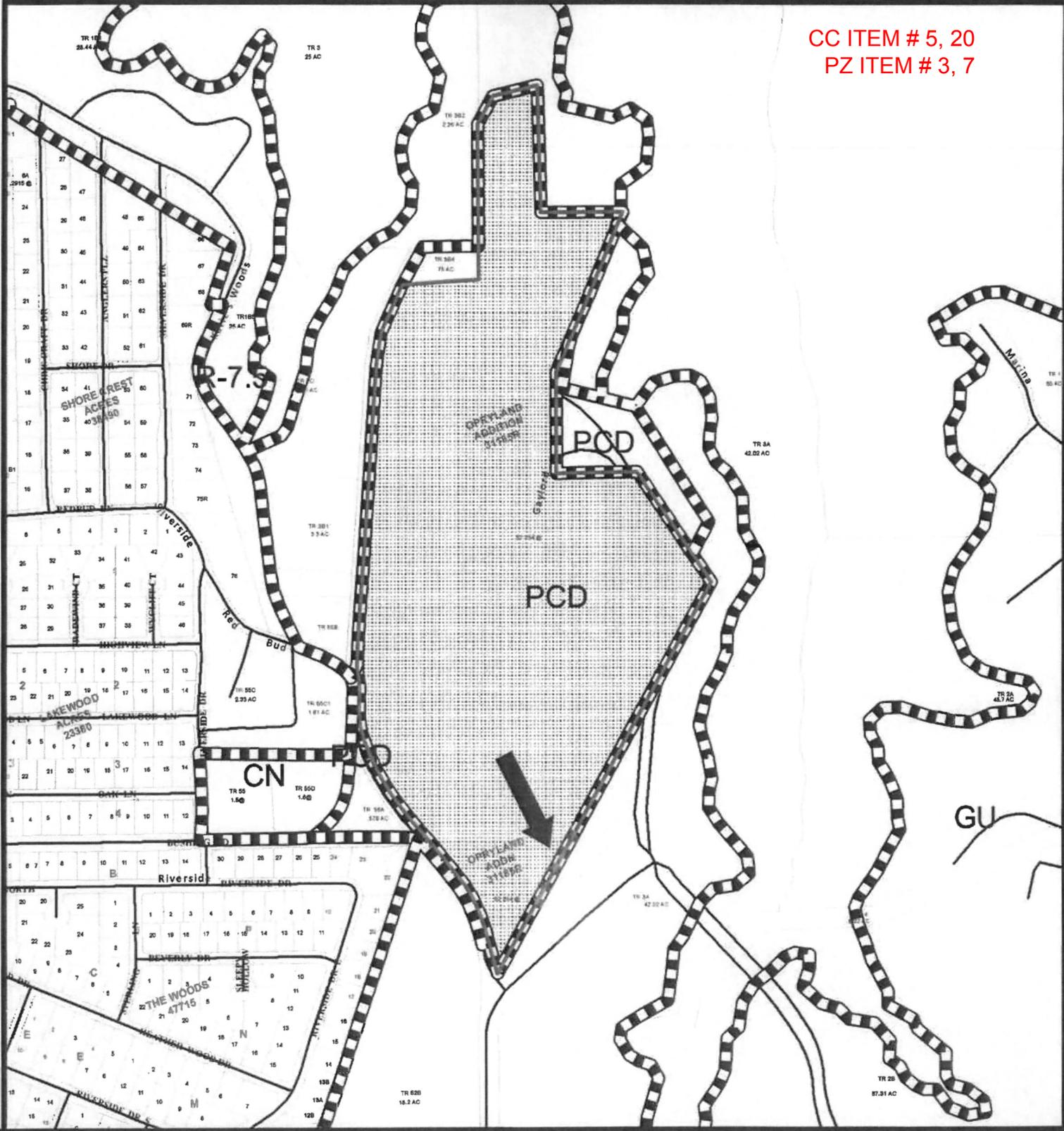
restaurants, personal and business services. Single family residential and sound sensitive uses such as schools and churches should avoid this zone. The applicant's proposal is an appropriate use in both of these noise zones.

MASTER PLAN APPLICATION:

The Master Plan designates the subject property as a Commercial land use. The applicant's request is in compliance with the Master Plan.

/at

CC ITEM # 5, 20
PZ ITEM # 3, 7



**CU18-12
Gaylord Texan**

Date Prepared: 5/1/2018

This data has been compiled by the City of Grapevine IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.

CC ITEM # 5, 20
PZ ITEM # 3, 7



CITY OF GRAPEVINE

CONDITIONAL USE APPLICATION

Form "A"

PART 1. APPLICANT INFORMATION

Name of applicant / agent/company/contact

RHP Property GT, LP

Street address of applicant / agent:

One Gaylord Drive

City / State / Zip Code of applicant / agent:

Nashville, TN 37214

Telephone number of applicant / agent:

615-316-6000

Fax number of applicant/agent

615-316-6898

Email address of applicant/agent

[REDACTED]

Mobile phone number of applicant/agent

PART 2. PROPERTY INFORMATION

Street address of subject property

1501 Gaylord Trail, Grapevine, TX 76051

Legal description of subject property (metes & bounds must be described on 8 1/2" x 11" sheet)

Lot 1 Block 1 Addition Opryland

Size of subject property

52.254

Acres

2,276,197

Square footage

Present zoning classification:

HCO PCD

Proposed use of the property:

Gaylord Texan - Parking Lot Expansion

Circle yes or no, if applies to this application

Outdoor speakers Yes No

Minimum / maximum district size for conditional use request:

N/A

Zoning ordinance provision requiring a conditional use:

Section 29: Conditional Uses

PART 3. PROPERTY OWNER INFORMATION

Name of current property owner:

RHP Property GT, LP

Street address of property owner:

One Gaylord Drive

City / State / Zip Code of property owner:

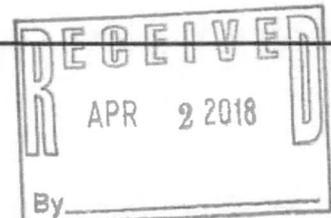
Nashville, TN 37214

Telephone number of property owner:

615-316-6000

Fax number of property owner:

615-316-6898



- Submit a letter describing the proposed conditional use and note the request on the site plan document
- In the same letter, describe or show on the site plan, and conditional requirements or conditions imposed upon the particular conditional use by applicable district regulations (example: buffer yards, distance between users)
- In the same letter, describe whether the proposed conditional use will, or will not cause substantial harm to the value, use, or enjoyment of other property in the neighborhood. Also, describe how the proposed conditional use will add to the value, use or enjoyment of other property in the neighborhood.
- Application of site plan approval (Section 47, see attached Form "B").
- The site plan submission shall meet the requirements of Section 47, Site Plan Requirements.
- All conditional use and conditional use applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.
- All public hearings will be opened and testimony given by applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.
- Any changes to a site plan (no matter how minor or major) approved with a conditional use or conditional use permit can only be approved by city council through the public hearing process.
- I have read and understand all the requirements as set forth by the application for conditional use or conditional use permit and acknowledge that all requirements of this application have been met at the time of submittal.

PART 4. SIGNATURE TO AUTHORIZE CONDITIONAL USE REQUEST AND PLACE A CONDITIONAL USE REQUEST SIGN ON THE SUBJECT PROPERTY

BENNETT WESTBROOK
Print Applicant's Name:

[Signature]
Applicant's Signature:

The State of Tennessee

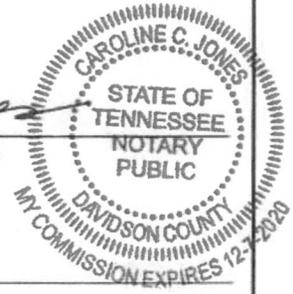
County Of Davidson

Before Me Caroline C. Jones (notary) on this day personally appeared Bennett Westbrook (applicant)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 21st day of March, A.D. 2018.

Caroline C. Jones
Notary In And For State Of Tennessee



BENNETT WESTBROOK
Print Property Owners Name:

[Signature]
Property Owner's Signature:

The State Of Tennessee

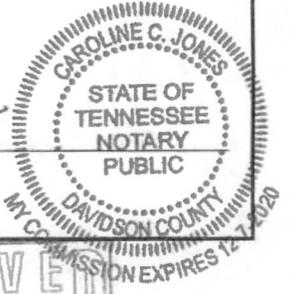
County Of Davidson

Before Me Caroline C. Jones (notary) on this day personally appeared Bennett Westbrook (property owner)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 21st day of March, A.D. 2018.

Caroline C. Jones
Notary In And For State Of Tennessee



ACKNOWLEDGEMENT

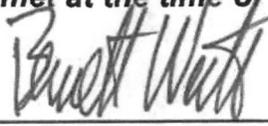
All Conditional Use and Special Use Applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.

All public hearings will be opened and testimony given by applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.

Any changes to a site plan (no matter how minor or major) approved with a conditional use or a special use permit can only be approved by city council through the public hearing process.

Any application for a change in zoning or for an amendment to the zoning ordinance shall have, from the date of submittal, a period of four months to request and be scheduled on an agenda before the Planning and Zoning Commission and City Council. If after said period of four months an application has not been scheduled before the Commission and Council said application shall be considered withdrawn, with forfeiture of all filing fees. The application, along with the required filing fee may be resubmitted any time thereafter for reconsideration. Delays in scheduling applications before the Planning and Zoning Commission and City Council created by city staff shall not be considered a part of the four month period.

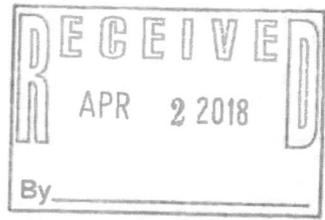
I have read and understand all of the requirements as set forth by the application for conditional use or special use permit and acknowledge that all requirements of this application have been met at the time of submittal.

Signature of Applicant 

Date: 3/21/18

Signature of Owner 

Date: 3/21/18



April 2, 2018

Mr. Rom Stombaugh
City of Grapevine
200 S. Main St.
Grapevine, TX 76051

VIA EMAIL & MAIL
rons@ci.grapevine.tx.us

Reference: **Gaylord Texan – Stage Lot Expansion
Grapevine, TX**

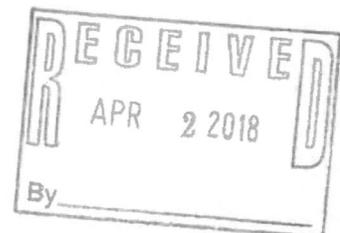
Dear Mr. Stombaugh,

This conditional use request is for the addition of an expansion to the existing parking lot located at the southwest corner of the Gaylord Texan Convention Center. The proposed project is an expansion of the existing parking lot. The expansion consists of 15 space concrete parking lot. The parking expansion will connect to the existing parking lot and serve as additional space for the Gaylord ICE seasonal tent set-up.

If you have any questions please give me a call at 817.335.3000.

Sincerely,
Huitt-Zollars

Kimberly R. Cole, P.E.



ORDINANCE NO. 2018-042

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, ISSUING A CONDITIONAL USE PERMIT CU18-12 FOR LOT 1, OPRYLAND ADDITION (1501 GAYLORD TRAIL) TO AMEND THE SITE PLAN APPROVED BY ORDINANCE NO. 2016-029 FOR A PLANNED COMMERCIAL CENTER WITH A HOTEL AND CONVENTION CENTER, SPECIFICALLY TO ALLOW ADDITIONAL GROUND PARKING IN THE CONVENTION CENTER AREA IN A DISTRICT ZONED "PCD" PLANNED COMMERCE DEVELOPMENT 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); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, an application was made requesting issuance of a conditional use permit by making applications for same with the Planning and Zoning Commission of the City of Grapevine, Texas, as required by State statutes and the zoning ordinance of the City of Grapevine, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Grapevine, Texas, after all legal notices requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Grapevine, Texas, at a public hearing called by the City Council did consider the following factors in making a determination as to whether this requested conditional use permit should be granted or denied: safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the site; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages, noise producing elements, and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting, and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking

facilities; location of ingress and egress points for parking and off-street locating spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewerage, schools, parks and other facilities; and

WHEREAS, the City Council of the City of Grapevine, Texas, at a public hearing called by the City Council of the City of Grapevine, Texas, did consider the following factors in making a determination as to whether this requested conditional use permit should be granted or denied; effect on the congestion of the streets, the fire hazards, panics and other dangers possibly present in the securing of safety from same, the effect on the promotion of health and the general welfare, effect on adequate light and air, the effect on the overcrowding of the land, the effect on the concentration of population, the effect on the transportation, water, sewerage, schools, parks and other public facilities; and

WHEREAS, all of the requirements of Section 48 of Ordinance No. 82-73 have been satisfied by the submission of evidence at a public hearing; and

WHEREAS, the City Council further considered among other things the character of the existing zoning district and its peculiar suitability for particular uses and with the view to conserve the value of buildings and encourage the most appropriate use of land throughout this City; and

WHEREAS, the City Council of the City of Grapevine, Texas, does find that there is a public necessity for the granting of this conditional use permit, that the public demands it, that the public interest clearly requires the amendment, that the zoning changes do not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Grapevine, Texas, does find that the conditional use permit lessens the congestion in the streets, helps secure safety from fire, panic and other dangers, prevents the overcrowding of land, avoids undue concentration of population, facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the City Council of the City of Grapevine, Texas, has determined that there is a necessity and need for this conditional use permit and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the property requested for a change since this property was originally classified and, therefore, feels that the issuance of this conditional use permit for the particular piece of property is needed, is called for, and is in the best interest of the public at large, the citizens of the City of Grapevine, Texas, and helps promote the general health, safety and welfare of this community.

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

Section 1. That the City does hereby issue 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 CU18-12 to amend the previously site plan of CU16-07 (Ordinance No. 2016-029) for a planned commercial center with a hotel and convention center, specifically to allow for additional ground parking in the convention center area, in a district zoned "PCD" Planned Commerce Development District within the following described property: Lot 1, Block 1, Opryland Addition (1501 Gaylord Trail) all in accordance with a site plan approved pursuant to Section 47 of Ordinance No. 82-73, attached hereto and made a part hereof as Exhibit "A", and all other conditions, restrictions, and safeguards imposed herein, including but not limited to the following: None.

Section 2. That the City Manager is hereby directed to amend the official zoning map of the City of Grapevine, Texas, to reflect the herein conditional use permit.

Section 3. That in all other respects the use of the tract or tracts of land herein above described shall be subject to all the applicable regulations contained in said City of Grapevine zoning ordinance and all other applicable and pertinent ordinances of the City of Grapevine, Texas.

Section 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to secure safely from fire, panic, flood and other dangers; provide adequate light and air; to prevent overcrowding of land, to avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewerage, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, of the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

Section 5. That this ordinance shall be cumulative of all other ordinances of the City of Grapevine, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

Section 6. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of

land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

Section 7. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 8. 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 final passage, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 15th day of May, 2018.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

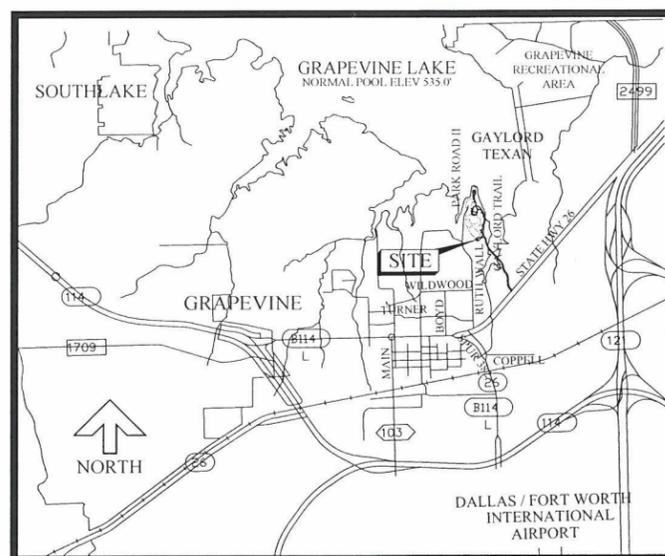
City Attorney

GAYLORD TEXAN STAGING LOT EXPANSION

CUP SITE PLAN SUBMITTAL

GRAPEVINE, TEXAS

MAY 8, 2018



VICINITY MAP
NTS

SHEET INDEX

SHEET #	SHEET TITLE
1	COVER SHEET
2	DEVELOPMENT SITE PLAN SHEET 1 OF 2
3	DEVELOPMENT SITE PLAN SHEET 2 OF 2
4	SITE PLAN



1501 GAYLORD TRAIL
GRAPEVINE, TEXAS 76051

CIVIL ENGINEER / SURVEYOR:
HUITT-ZOLIARS

Huitt-Zollars, Inc. Engineering/Architecture/Surveying
500 W. 7th St. Ste. 300 Fort Worth, Texas 76102
Phone (817)335-3000 Fax (817)335-1025

CONTACT: KIMBERLY R. COLE, P.E.



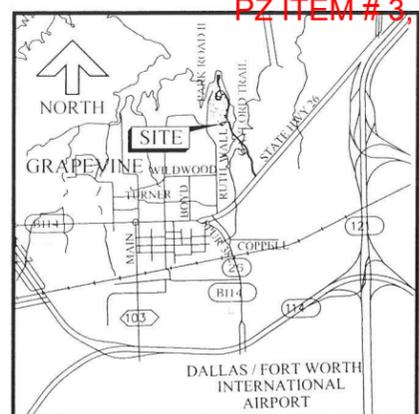
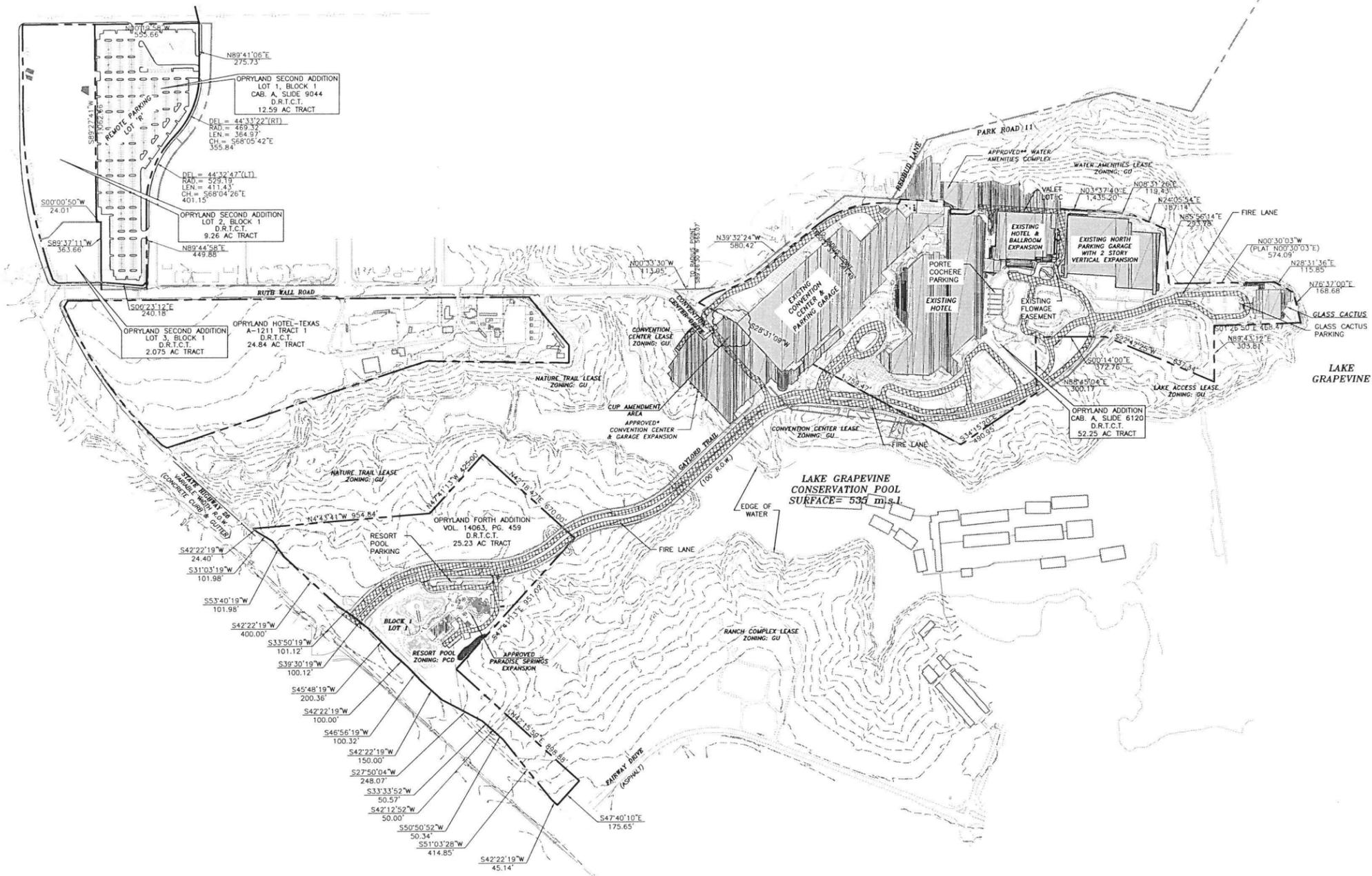
CASE NAME: GAYLORD TEXAN
CASE NUMBER: CU18-12
LOCATION: 1501 GAYLORD TRAIL,
BLOCK 1, LOT 1 OPRYLAND ADDITION

MAYOR _____ SECRETARY _____
DATE: _____
PLANNING AND ZONING COMMISSION
CHAIRMAN _____
DATE: _____ OF _____
SHEET: _____ OF _____

APPROVAL DOES NOT AUTHORIZE ANY WORK
IN CONFLICT WITH ANY CODES OR
ORDINANCES.

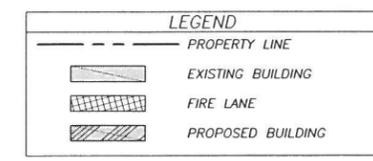
DEPARTMENT OF DEVELOPMENT SERVICES

DEVELOPER / OWNER:
RHP PROPERTY GT, LIMITED PARTNERSHIP
ONE GAYLORD DRIVE
NASHVILLE, TN 37214
PHONE: (615) 316-6000
FAX: (615) 316-6898
CONTACT: JAMES CHAMBLIN
EMAIL: jchamblin@rymanhp.com



VICINITY MAP
NTS

- NOTE:
1. ALL THE REQUIREMENTS OF THE GRAPEVINE SOIL EROSION CONTROL ORDINANCE SHALL BE MET DURING THE PERIOD OF CONSTRUCTION.
 2. (*) PER HOTEL & CONVENTION CENTER CUP SITE PLAN APPROVED MARCH 25, 2008.
 3. (**) PER WATER AMENITIES CUP SITE PLAN APPROVED



EXISTING ZONING:
PCD - PLANNED COMMERCE DEVELOPMENT

PROPOSED ZONING:
PCD - PLANNED COMMERCE DEVELOPMENT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

CUP SITE PLAN SUBMITTAL

DEVELOPMENT SITE PLAN SHEET 1 OF 2

DESIGNED: HZI	SCALE	DATE	SHEET
DRAWN: HZI	AS SHOWN	05/08/2018	2 OF 4
CHECKED: HZI			

CASE NAME: GAYLORD TEXAN
CASE NUMBER: CU18-12
LOCATION: 1501 GAYLORD TRAIL
BLOCK 1, LOT 1 OPRYLAND ADDITION

MAYOR _____ SECRETARY _____
PLANNING AND ZONING COMMISSION

CHAIRMAN _____
DATE: _____

SHEET: 2 OF 4

APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.

DEPARTMENT OF DEVELOPMENT SERVICES

EXISTING DEVELOPMENT

OPRYLAND ADDITION LOT 1, BLOCK 1

BUILDING HEIGHT		
BUILDING	STORIES	HEIGHT
HOTEL		
FINISHED FLOOR TO TOP OF ATRIUM	9	164'-10"
CONVENTION CENTER		
FINISHED FLOOR TO TOP ROOF	3	75'-6"
GLASS CACTUS		
FINISHED FLOOR TO TOP OF ROOF	2	53'-3.5"
NORTH PARKING GARAGE		
FINISHED FLOOR TO TOP OF ROOF	5	75'-0"

HOTEL	
BUILDING AREA	TOTAL
HOTEL TOTAL AREA	1,326,466 S.F.
GROUND FLOOR FOOTPRINT	339,372 S.F.
GUEST ROOMS	1,511 ROOMS
CHILD CARE	6,000 S.F.
EMPLOYEE SERVICE CENTER	25,400 S.F.

CONVENTION CENTER	
BUILDING AREA	TOTAL
GARAGE LEVEL (BASEMENT LEVEL)	241,248 S.F.
1ST, MEZZANINE, & 2ND LEVEL	860,762 S.F.
CONVENTION CENTER TOTAL AREA	1,102,010 S.F.
GROUND FLOOR FOOTPRINT	364,969 S.F.
CONVENTION CENTER USEABLE AREA INCLUDING HOTEL	310,303 S.F.

GLASS CACTUS	
BUILDING AREA	TOTAL
GLASS CACTUS TOTAL BUILDING AREA	39,328 S.F.
GROUND FLOOR FOOTPRINT	26,994 S.F.

BUILDING AREAS	
TOTAL	
TOTAL BUILDING AREA	3,377,346 S.F.
TOTAL USEABLE MEETING & CONFERENCE AREA	284,936 S.F.
GLASS CACTUS TOTAL USEABLE AREA	25,776 S.F.
TOTAL GROUND FLOOR FOOTPRINTS	968,418 S.F.

FLOOR AREA RATIO			
PARCEL	BUILDING S.F.	S.F.	F.A.R.
LOT 1	2,763,923 S.F. / 2,276,194 S.F.		1:1.21

SITE DATA	
BUILDING AREA-LOT 1	TOTAL
TOTAL IMPERVIOUS AREA	726,001 S.F.
TOTAL OPEN SPACE	641,075 S.F.

PARKING TABULATIONS	
GAYLORD PROPERTY	TOTAL
NORTH PARKING GARAGE	2,212 SPACES
CONVENTION CENTER PARKING GARAGE	604 SPACES
VALET LOT B	210 SPACES
VALET LOT C	73 SPACES
SELF PARKING LOT D	84 SPACES
SELF PARKING LOT E	133 SPACES
ICE SCULPTURE LOT	51 SPACES
GLASS CACTUS	141 SPACES
PORTE COCHERE	12 SPACES
TOTAL	3,520 SPACES

OPRYLAND SECOND ADDITION LOT 1, BLOCK 1 (LOT "R")

SITE DATA	
BUILDING AREA-LOT 1	TOTAL
TOTAL IMPERVIOUS AREA	412,885 S.F.
TOTAL OPEN SPACE	128,628 S.F.

PARKING TABULATIONS	
GAYLORD PROPERTY	TOTAL
REMOTE PARKING LOT "R"	1,075 SPACES

OPRYLAND FOURTH ADDITION LOT 1, BLOCK 1 (RESORT POOL)

BUILDING HEIGHT		
BUILDING	STORIES	HEIGHT
FINISHED FLOOR TO ROOF	2	30'-0"

SITE DATA	
BUILDING AREA-LOT 1	TOTAL
TOTAL IMPERVIOUS AREA	726,001 S.F.
TOTAL OPEN SPACE	641,075 S.F.

FLOOR AREA RATIO			
PARCEL	BUILDING S.F.	S.F.	F.A.R.
LOT 1	5,527 S.F. / 440,827 S.F.		1:0.013

PARKING TABULATIONS	
GAYLORD PROPERTY	TOTAL
FRONT ENTRY RESORT POOL COMPLEX	66 SPACES

APPROVED DEVELOPMENT (NOT CONSTRUCTED)

OPRYLAND ADDITION LOT 1, BLOCK 1

BUILDING HEIGHT		
BUILDING	STORIES	HEIGHT
CONVENTION CENTER EXPANSION		
FINISHED FLOOR TO ROOF	3	69'-6"
CONVENTION CENTER EXPANSION		
BUILDING AREA		TOTAL
CONVENTION CENTER EXPANSION AREA	613,423 S.F.	
GROUND FLOOR FOOTPRINT EXPANSION	211,342 S.F.	
USEABLE CONFERENCE AREA EXPANSION	132,338 S.F.	

WATER AMENITIES COMPLEX	
FACILITY	TOTAL
LOUNGE CHAIRS	600 CHAIRS
RESTURANT SEATING	120 SEATS
POOL DECK	19,625 S.F.
POOL SURFACE	13,401 S.F.
FOOD & BEVERAGE PAVILION	3,500 S.F.
RESTROOM FACILITY-1 STORY	1,200 S.F.
GATE HOUSE-1 STORY	125 S.F.

PARKING TABULATIONS	
GAYLORD PROPERTY	TOTAL
CONVENTION CENTER PARKING GARAGE EXPANSION	386 SPACES
PARKING AREAS REMOVED	-52 SPACES
ICE SCULPTURE LOT (REMOVED)	-52 SPACES

OPRYLAND FOURTH ADDITION LOT 1, BLOCK 1 (POOL EXPANSION)

BUILDING HEIGHT		
BUILDING	STORIES	HEIGHT
FINISHED FLOOR TO ROOF	2	30'-0"

WATER AMENITIES COMPLEX	
FACILITY	TOTAL
LOUNGE CHAIRS	1000 CHAIRS
POOL DECK	62,000 S.F.
POOL SURFACE	17,500 S.F.
FOOD & BEVERAGE BUILDING AREA	5,527 S.F.
GROUND FLOOR FOOTPRINT	2,512 S.F.

PARKING TABULATIONS	
GAYLORD PROPERTY	TOTAL
FRONT ENTRY RESORT POOL COMPLEX	66 SPACES

APPROVED DEVELOPMENT (UNDER CONSTRUCTION)

OPRYLAND ADDITION LOT 1, BLOCK 1

BUILDING HEIGHT		
BUILDING	STORIES	HEIGHT
HOTEL AND BALLROOM EXPANSION		
HOTEL AND BALLROOM EXPANSION		
572 ELEVATION TO ELEVATOR PENTHOUSES	9	121'-0"
HOTEL AND BALLROOM EXPANSION		
BUILDING AREA		TOTAL
HOTEL AND BALLROOM EXPANSION AREA	344,000 S.F.	
GROUND FLOOR FOOTPRINT EXPANSION	76,000 S.F.	
CONFERENCE AREA EXPANSION	90,500 S.F.	
GUEST ROOMS/NUMBER OF BEDROOMS	303 ROOMS	
TYPICAL ROOMS	380 S.F.	

SITE DATA	
BUILDING AREA-LOT 1	TOTAL
TOTAL IMPERVIOUS AREA	747,503 S.F.
TOTAL OPEN SPACE	619,753 S.F.

PARKING TABULATIONS	
GAYLORD PROPERTY	TOTAL
PARKING AREAS REMOVED	-210 SPACES
VALET LOT B (REMOVED)	-210 SPACES

PROPOSED DEVELOPMENT (ICE SCULPTURE LOT)

OPRYLAND ADDITION LOT 1, BLOCK 1

SITE DATA		
BUILDING AREA-LOT 1	TOTAL	
TOTAL IMPERVIOUS AREA	752,113 S.F. (+4,610 S.F.)	
TOTAL OPEN SPACE	615,143 S.F. (-4,610 S.F.)	

PARKING TABULATIONS	
GAYLORD PROPERTY	TOTAL
ICE SCULPTURE LOT	60 (+15 SPACES)
PARKING AREAS REMOVED	-6 SPACES

TOTAL DEVELOPMENT

OPRYLAND ADDITION LOT 1, BLOCK 1

FLOOR AREA RATIO			
PARCEL	BUILDING S.F.	S.F.	F.A.R.
LOT 1	3,107,923 S.F. / 2,276,194 S.F.		1:1.36
CONVENTION CENTER LEASE	613,423 S.F. / 534,344 S.F.		1:1.14
POOL COMPLEX LEASE	4,825 S.F. / 392,040 S.F.		1:0.012

SITE DATA	
BUILDING AREA-LOT 1	TOTAL
TOTAL IMPERVIOUS AREA	747,503 S.F.
TOTAL OPEN SPACE	619,753 S.F.
GUEST ROOMS	1,814 ROOMS
CONFERENCE AREA EXPANSION	90,500 S.F.
CHILD CARE	6,000 S.F.
EMPLOYEE CENTER	25,400 S.F.
REQUIRED PARKING	1919 SPACES

BUILDING AREA-CONVENTION CENTER LEASE	
TOTAL	
TOTAL IMPERVIOUS AREA	37,851 S.F.
TOTAL OPEN SPACE	463,402 S.F.
USABLE AREA	310,303 S.F.
REQUIRED PARKING	1,241 SPACES

PARKING TABULATIONS (EXCLUDES APPROVED DEVELOPMENT)	
GAYLORD PROPERTY	TOTAL
NORTH PARKING GARAGE	2,212 SPACES
CONVENTION CENTER PARKING GARAGE	604 SPACES
VALET LOT C	73 SPACES
SELF PARKING LOT D	84 SPACES
SELF PARKING LOT E	133 SPACES
ICE SCULPTURE LOT	52 SPACES
GLASS CACTUS	141 SPACES
PORTE COCHERE	12 SPACES
TOTAL	3,311 SPACES

OPRYLAND SECOND ADDITION LOT 1, BLOCK 1

SITE DATA	
BUILDING AREA-LOT 1	TOTAL
TOTAL IMPERVIOUS AREA	412,885 S.F.
TOTAL OPEN SPACE	128,628 S.F.
REQUIRED PARKING	0 SPACES

PARKING TABULATIONS	
GAYLORD PROPERTY	TOTAL
REMOTE PARKING LOT "R"	1,075 SPACES

OPRYLAND FOURTH ADDITION LOT 1, BLOCK 1

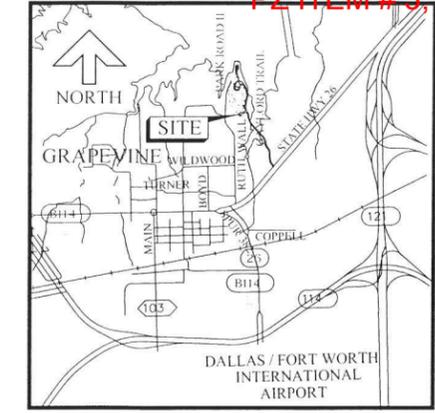
FLOOR AREA RATIO (EXCLUDES APPROVED DEVELOPMENT)			
PARCEL	BUILDING S.F.	S.F.	F.A.R.
LOT 1	5,527 S.F. / 440,827 S.F.		1:0.013

SITE DATA (EXCLUDES APPROVED DEVELOPMENT)	
BUILDING AREA-LOT 1	TOTAL
TOTAL IMPERVIOUS AREA	726,001 S.F.
TOTAL OPEN SPACE	641,075 S.F.
REQUIRED PARKING	67 SPACES

PARKING TABULATIONS	
GAYLORD PROPERTY	TOTAL
FRONT ENTRY RESORT POOL COMPLEX	66 SPACES

OVERALL PARKING TABULATIONS

PARKING TABULATIONS (EXCLUDES APPROVED DEVELOPMENT)	
GAYLORD PROPERTY	TOTAL
TOTAL PARKING PROVIDED	4452 SPACES
TOTAL PARKING REQUIRED	3227 SPACES



VICINITY MAP
NTS

NOTES:
1. CONDITIONAL USE REQUEST CU18-12 IS A REQUEST TO AMEND THE PREVIOUSLY APPROVED SITE PLAN CU16-07 (ORD. 2016-029) FOR A PLANNED COMMERCIAL CENTER WITH HOTEL AND CONVENTION CENTER, SPECIFICALLY TO ALLOW FOR ADDITIONAL GROUND PARKING IN THE CONVENTION CENTER AREA.

PARKING CALCULATIONS:
 • HOTEL: 1 PARKING SPACE PER GUEST ROOM
 • CONVENTION CENTER: 1 SPACE PER 250 SF
 • EMPLOYEE SERVICE CENTER: 1 SPACE PER 300 SF
 • DAY CARE CENTER: 1 SPACE PER 300 SF OF ACTIVITY SPACE



REVISIONS			
NO.	DESCRIPTION	DATE	BY

CUP SITE PLAN SUBMITTAL

DEVELOPMENT SITE PLAN SHEET 2 OF 2

GAYLORD TEXAN
RESORT HOTEL AND CONVENTION CENTER
GRAPEVINE, TEXAS

HUITT-ZOLLARS
Huitt-Zollars, Inc. Engineering / Architecture
500 W. 7th St. Ste. 300 Fort Worth, Texas 76102
Phone (817)335-3000 Fax (817)335-1025

DESIGNED: HZI	SCALE	DATE	SHEET
DRAWN: HZI	AS SHOWN	05/08/2018	3 OF 4
CHECKED: HZI			

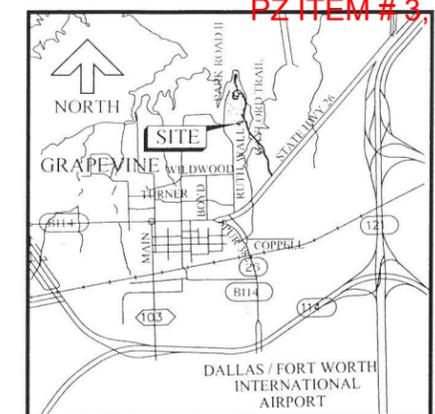
CASE NAME: GAYLORD TEXAN
 CASE NUMBER: CU18-12
 LOCATION: 1501 GAYLORD TRAIL
 BLOCK 1, LOT 1 OPRYLAND ADDITION

MAYOR _____ SECRETARY _____
 DATE: _____
 PLANNING AND ZONING COMMISSION

CHAIRMAN _____
 DATE: _____
 SHEET: 3 OF 4

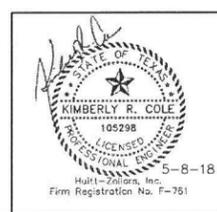
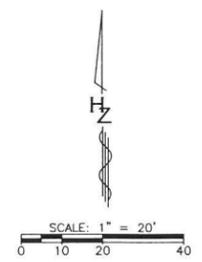
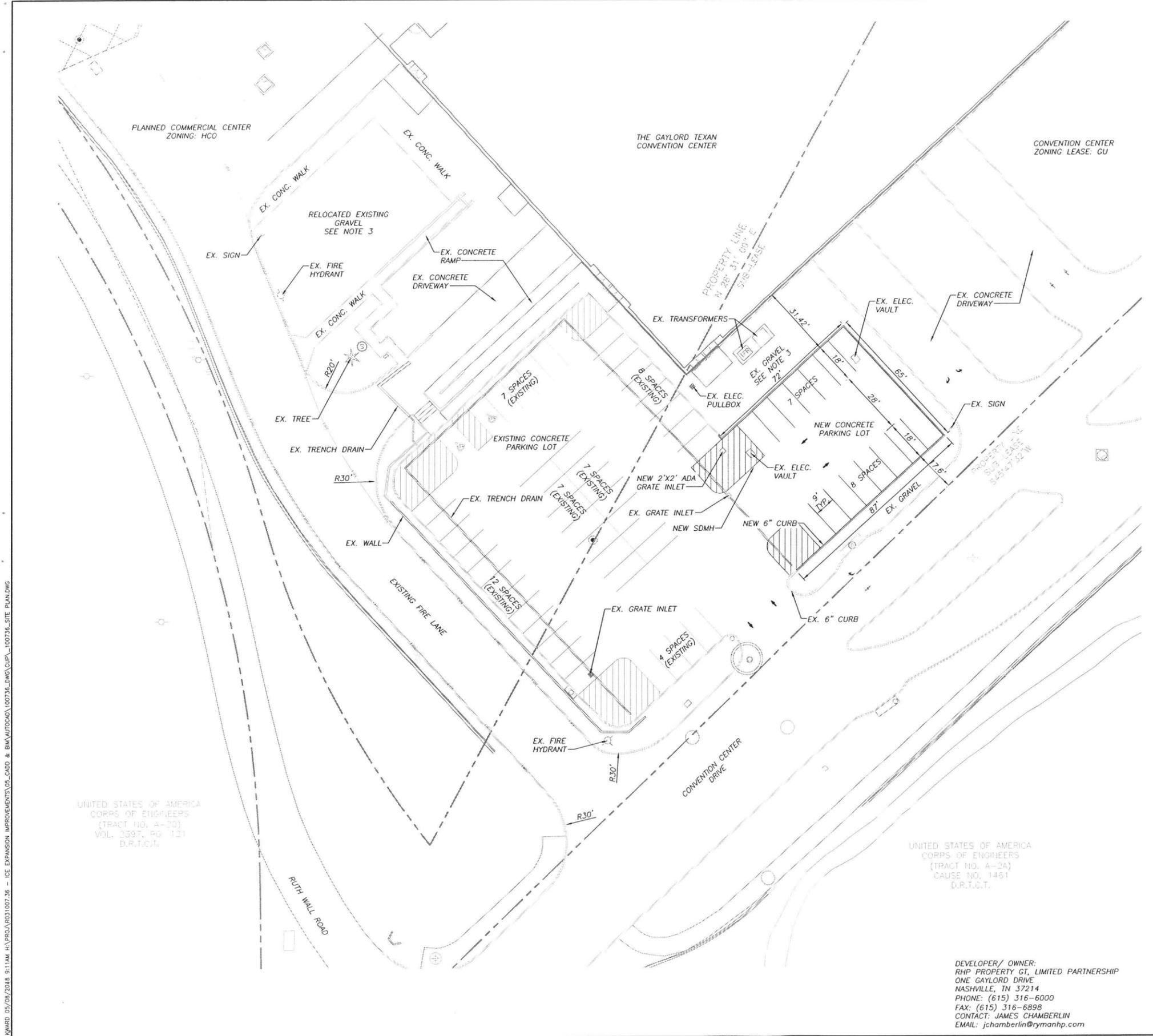
APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.

DEPARTMENT OF DEVELOPMENT SERVICES



VICINITY MAP
NTS

- NOTES:
1. PRESENT ZONING: HCO
 2. DIMENSIONS ARE SHOWN TO FACE OF CURB, PROPERTY LINE, OR FACE OF BUILDING UNLESS OTHERWISE NOTED.
 3. EXISTING GRAVEL TO BE REMOVED FROM LIMITS OF NEW PARKING AREA AND RELOCATED PER SITE PLAN.
 4. CONDITIONAL USE REQUEST CU18-12 IS A REQUEST TO AMEND THE PREVIOUSLY APPROVED SITE PLAN CU16-07 (ORD. 2016-029) FOR A PLANNED COMMERCIAL CENTER WITH HOTEL AND CONVENTION CENTER, SPECIFICALLY TO ALLOW FOR ADDITIONAL GROUND PARKING IN THE CONVENTION CENTER AREA.



REVISIONS			
NO.	DESCRIPTION	DATE	BY

CUP SITE PLAN SUBMITTAL

SITE PLAN

GAYLORD TEXAN
RESORT HOTEL AND
CONVENTION CENTER
GRAPEVINE, TEXAS

HUITT-ZOLLARS
Huitt-Zollars, Inc. Engineering / Architecture
500 W. 7th St. Ste. 300 Fort Worth, Texas 76102
Phone (817)335-3000 Fax (817)335-1025

CASE NAME: GAYLORD TEXAN
CASE NUMBER: CU18-12
LOCATION: 1501 GAYLORD TRAIL
BLOCK 1, LOT 1 (DRYLAND ADDITION)

MAYOR _____ SECRETARY _____
DATE: _____

PLANNING AND ZONING COMMISSION
CHAIRMAN _____
DATE: _____
SHEET: 4 OF 4

APPROVAL DOES NOT AUTHORIZE ANY WORK
IN CONFLICT WITH ANY CODES OR
ORDINANCES.

DEPARTMENT OF DEVELOPMENT SERVICES

UNITED STATES OF AMERICA
CORPS OF ENGINEERS
(TRACT NO. A-2A)
CAUSE NO. 1461
D.R.T.C.T.

DEVELOPER/ OWNER:
RHP PROPERTY GT, LIMITED PARTNERSHIP
ONE GAYLORD DRIVE
NASHVILLE, TN 37214
PHONE: (615) 316-6000
FAX: (615) 316-6898
CONTACT: JAMES CHAMBERLIN
EMAIL: jchamberlin@rymanhp.com

DESIGNED: HZI	SCALE	DATE	SHEET
DRAWN: HZI	AS SHOWN	05/08/2018	4 OF 4
CHECKED: HZI			

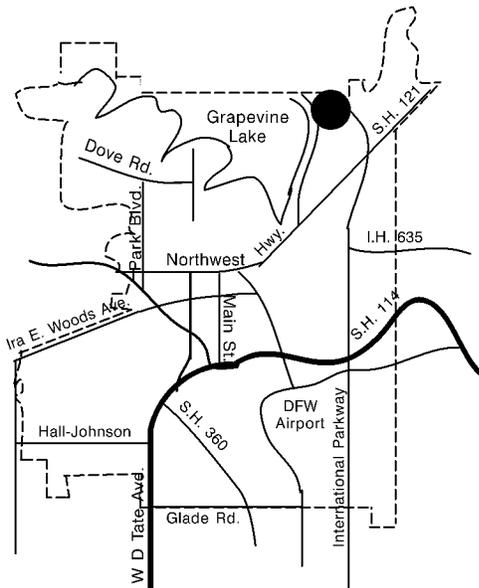
UNITED STATES OF AMERICA
CORPS OF ENGINEERS
(TRACT NO. A-20)
VOL. 3397, PG. 121
D.R.T.C.T.

TO: HONORABLE MAYOR, CITY COUNCIL MEMBERS AND THE
PLANNING AND ZONING COMMISSION

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
SCOTT WILLIAMS, DEVELOPMENT SERVICES DIRECTOR

MEETING DATE: MAY 15, 2018

SUBJECT: DEVELOPMENT SERVICES TECHNICAL REPORT OF
CONDITIONAL USE APPLICATION CU18-13, RACETRAC



APPLICANT: David Bond – Spiars Engineering

PROPERTY LOCATION AND SIZE:

The subject property is located at 3955 Grapevine Mills Parkway and is platted as Lot 1, Block 1, RaceTrac Grapevine Addition. The addition contains approximately 10.782 acres and has approximately 2,709 feet of frontage along Grapevine Mills Parkway (F.M. 2499).

REQUESTED CONDITIONAL USE AND COMMENTS:

The applicant is requesting a conditional use permit to amend the previously approved site plan of CU12-24 (Ord. 2012-30) for a planned commercial center with the possession, storage, retail sale and off-premise consumption of alcoholic beverages (beer and wine only) outside dining, gasoline service and a monument sign, specifically to revise the exterior elevations in conjunction with a convenience store.

Conditional Use Request CU12-24 was approved at the July 17, 2012 meeting to allow for a new 5,928 square foot RaceTrac convenience store with gasoline service, off-premise consumption of beer and wine and allow inside and outside dining and a monument sign in lieu of a pole sign. The Site Plan Review Committee at their December 4, 2013 meeting approved Conditional Use Request CU13-34 to allow for changes to the subject site including a reduction to the impervious area, a reduction in parking and the sign elevations

of the previously approved monument sign. The Site Plan Review Committee at their November 4, 2015 meeting approved Conditional Use Request CU15-45 to allow for changes to the subject site including exterior elevation revisions, reduction in the size of the structure and the number of fuel pumps and increase the quantity of outdoor seats. Conditional Use Request CU16-15 was approved by the Site Plan Review Committee at their June 8, 2016 meeting to allow for a revised exterior façade and decreases in building area, impervious area and quantity of parking. The quantity of outdoor seats and total open space both increased.

With this request the applicant proposes the following changes:

Building height:

- Previous – 25-feet in height
- Current – 23-feet in height

Seating outside

- Previous – 23 seats
- Current – 16 seats

The proposed exterior façade is revised as depicted on the elevation sheet. A previously approved 192 square foot enclosed storage area attached to the rear of the refuse storage area has been removed. The quantity of fuel pumps is unchanged at nine. Total required parking for the proposed use is 38; 56 parking spaces are provided, including 18 parking spaces at nine fuel pumps. Two buildings on two separate lots totaling 18,400 square feet are shown for conceptual purposes only and will require a separate conditional use application and approval.

PRESENT ZONING AND USE:

The property is currently zoned “CC”, Community Commercial District and is undeveloped.

HISTORY OF TRACT AND SURROUNDING AREA:

The subject and surrounding property was annexed into the City of Grapevine in 1970 (Ord. 1970-30). The subject and surrounding property was zoned “I-1” Light Industrial District prior to the 1984 City Rezoning when the property was rezoned to “PID” Planned Industrial Development District. A zone change request (Z02-10; Ord. 2003-11) was considered and approved by Council at their February 18, 2003 meeting which changed the zoning on the subject site from “PID” Planned Industrial Development District to “CC” Community Commercial District. The subject property has remained undeveloped since that time.

The property to the south was rezoned to “R-MF-2” Multifamily District in 1985 as part of the “Terra Tract” rezoning which rezoned much of the surrounding area to multifamily,

industrial and commercial zoning districts. Conditional use request CU99-50 (Ord. 99-172) for a three-story, 480-unit apartment complex with reduced building separation was approved by Council at their December 7, 1999 meeting. Zone change request Z02-02 (Ord. 2002-31) was approved on the property to the east by Council at their April 16, 2002 meeting, which rezoned the site from "PID" Planned Industrial Development District to "R-MF-1" Multifamily District for a multifamily project. Conditional use request CU02-56 (Ord. 2003-05) was approved by Council at the January 21, 2003 meeting for a three-story, 600-unit apartment complex with reduced building separation requirements.

On the subject site Conditional Use Request CU12-12 was approved at the July 17, 2012 meeting to allow for a new 5,928 square foot RaceTrac convenience store with gasoline sales, off-premise consumption of beer and wine sales and allow inside and outside dining and a monument sign. The Site Plan Review Committee at their December 4, 2013 meeting approved Conditional Use Request CU13-34 to allow for changes to the subject site including a reduction to the impervious area, a reduction in parking and for one monument sign 100-square feet in size and ten-feet in height. The site Plan Review Committee at their November 4, 2015 meeting approved Conditional Use Request CU15-45 to allow for changes to the subject site including exterior elevation revisions, reduce the area of the structure, reduce the quantity of fuel pumps and increase the quantity of outdoor seats. Conditional use Request CU16-15 was approved by the Site Plan Review Committee at their June 8, 2010 meeting to allow for a decreased building area, increased quantity of outdoor seats, decreased impervious area, increases open space, decreased quantity of parking spaces and a revised exterior façade.

SURROUNDING ZONING AND EXISTING LAND USE:

NORTH: City of Flower Mound

SOUTH: "R-MF-2" Multifamily District—Meadows apartment complex

EAST: "R-MF-1" Multifamily District — Camden apartment complex

WEST: "GU" Governmental Use District—Grapevine Municipal Golf Course

AIRPORT IMPACT:

The subject tract is located within "Zone B" Middle Zone of Effect as defined on the "Aircraft Sound Exposure: Dallas/Fort Worth Regional Airport Environs" Map. In "Zone B", the following uses may be considered only if sound treatment is included in the building design: multifamily apartments, motels, office buildings, movie theaters, restaurant, personal and business services. Single-family residential and sound sensitive uses such as schools and churches should avoid this zone. The proposed convenience store with gasoline service is an appropriate use in this noise zone.

MASTER PLAN APPLICATION:

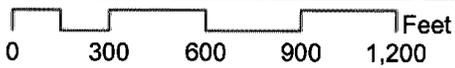
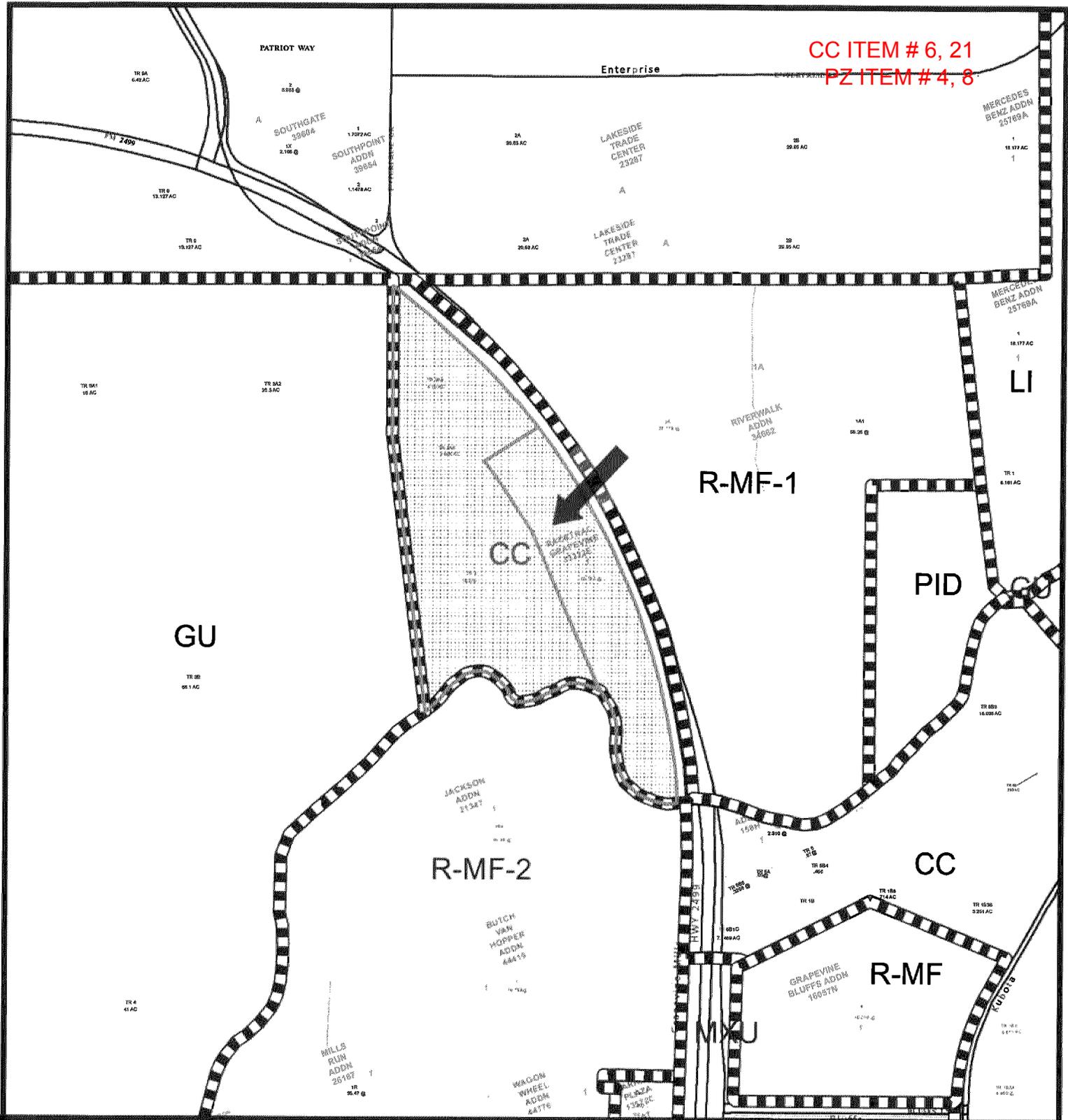
The Master Plan designates the subject property for Commercial land uses. This request is in compliance with the Master Plan.

THOROUGHFARE PLAN APPLICATION:

The Thoroughfare Plan designates Grapevine Mills Parkway as a Type A Major Arterial with a width to be determined by TX DOT, currently developed as six lanes with a turn lane.

/at

CC ITEM # 6, 21
PZ ITEM # 4, 8



CU18-13 RaceTrac

Date Prepared: 4/30/2018

This data has been compiled by the City of Grapevine IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



CITY OF GRAPEVINE

SITE PLAN APPLICATION

Form "B"

PART 1. APPLICANT INFORMATION

Name of applicant / agent / company / contact

DAVID BOND - SPARS ENGINEERING, INC.

Street address of applicant / agent:

765 CUSTER ROAD, SUITE 100

City / State / Zip Code of applicant / agent:

PLANO, TX 75075

Telephone number of applicant / agent:

972.422.0077

Fax number of applicant / agent:

Email address of applicant / agent

[REDACTED]

Mobile phone number of applicant / agent

Professional license or certification number of applicant / agent:

ENGINEER

PART 2. PROPERTY INFORMATION

Street address of subject property

3955 GRAPEVINE MILLS PKWY

Legal description of subject property (metes & bounds must be described on 8 1/2" x 11" sheet)

Lot 1 Block 1 Addition RACE TRAC GRAPEVINE

Size of subject property

Acres 10.8

469,649 Square footage

Present zoning classification:

CC

Proposed use of the property:

Conv. STORE w/ FUEL PUMPS, SALE OF BEER + WINE (OFF-PREMISE)

Give a general description of the proposed use or uses for the proposed development:

Zoning ordinance provision requiring a conditional use:

ORD 2012-30

PART 3. PROPERTY OWNER INFORMATION

Name of current property owner:

MOUNTAIN PRIDE, INC.

Street address of property owner:

200 GALLENAT PKWY., SUITE 900

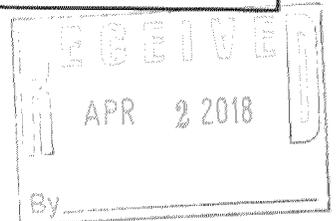
City / State / Zip Code of property owner:

ATLANTA, GA 30339

Telephone number of property owner:

770-431-7600

Fax number of property owner:



- Attach a final plat, or replat, of the approved subdivision by city council showing property boundary lines, dimensions, easements, roadways, rail lines, and public rights-of way crossing and adjacent to the tract (1 blueline copy)
- If a master development plan is required, attach a statement showing the proposed use substantially conforms to the master development plan.
- Submit a site plan showing all information required by Section 47.E., Site Plan review requirements (see attached requirements).
- Provide all required information demonstrating compliance with all conditions imposed on any conditional use, site plan zoning, or conditional use zoning.
- All site plans must conform to the approved concept plan. Any changes to a site plan, approved with a conditional use or a conditional use, can only be approved by city council through the public hearing process.

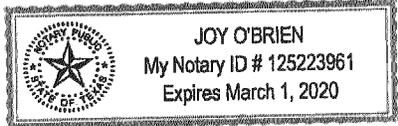
PART 4. SIGNATURE TO AUTHORIZE FILING OF A FINAL SITE PLAN

David Bond
 Print Applicant's Name: _____ Applicant's Signature: _____

The State Of Texas
 County Of Collin
 Before Me Joy O'Brien (notary) on this day personally appeared DAVID BOND (applicant)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 2 day of April, A.D. 2018.



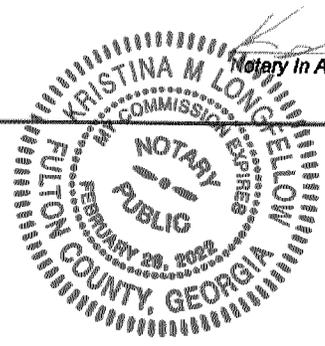
Joy O'Brien
 Notary in And For State Of Texas

Drew Cunningham
 Print Property Owners Name: _____ Property Owner's Signature: _____

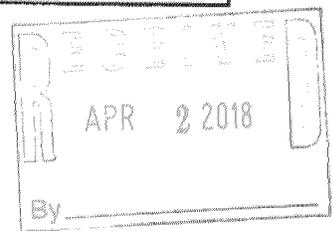
The State Of Georgia
 County Of Cobb
 Before Me Kristina M Longfellow (notary) on this day personally appeared Drew Cunningham (property owner)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 29th day of March, A.D. 2018.



Kristina M Longfellow
 Notary in And For State Of Georgia



ACKNOWLEDGEMENT

All Conditional Use and Special Use Applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.

All public hearings will be opened and testimony given by applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.

Any changes to a site plan (no matter how minor or major) approved with a conditional use or a special use permit can only be approved by city council through the public hearing process.

Any application for a change in zoning or for an amendment to the zoning ordinance shall have, from the date of submittal, a period of four months to request and be scheduled on an agenda before the Planning and Zoning Commission and City Council. If after said period of four months an application has not been scheduled before the Commission and Council said application shall be considered withdrawn, with forfeiture of all filing fees. The application, along with the required filing fee may be resubmitted any time thereafter for reconsideration. Delays in scheduling applications before the Planning and Zoning Commission and City Council created by city staff shall not be considered a part of the four month period.

I have read and understand all of the requirements as set forth by the application for conditional use or special use permit and acknowledge that all requirements of this application have been met at the time of submittal.

Signature of Applicant *Dail Reed*

Date: 4/2/18

Signature of Owner *D. Reed*

Date: 3/29/18

APR 2 2018
By _____



CUI 5-13
CUI ITEM # 6, 21
PZ ITEM # 4, 8

Planning and Zoning – City of Grapevine
200 S. Main Street
Grapevine, TX 76099
April 2, 2018

Re: RaceTrac CUP Amendment

To Whom It May Concern:

We are requesting a modification to our currently approved CUP to allow for the following elevation changes:

1. Removal of clear story and lowering of building height from 25' to 23'
2. Removal of garage style rollup windows on patio
3. Removal of seat wall at outdoor patio
4. Replacement of stone with brick
5. Replacement of compact wood at side entry with brick
6. Replacement of compact wood on corner feature with cement board

Thank you for your consideration.

Sincerely,

Drew Cunningham
Lead Engineering Project Manager



ORDINANCE NO. 2018-043

AN ORDINANCE ISSUING CONDITIONAL USE PERMIT CU18-13 FOR LOT 1, BLOCK 1, RACETRAC GRAPEVINE ADDITION (3955 GRAPEVINE MILLS PARKWAY) TO AMEND THE SITE PLAN APPROVED BY ORDINANCE NO. 2012-30 FOR A PLANNED COMMERCIAL CENTER ALLOWING THE POSSESSION, STORAGE, RETAIL SALE AND OFF-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES (BEER AND WINE ONLY) OUTSIDE DINING AND GASOLINE SERVICE, SPECIFICALLY TO REVISE THE EXTERIOR ELEVATIONS IN CONJUNCTION WITH A CONVENIENCE STORE IN A DISTRICT ZONED "CC" COMMUNITY COMMERCIAL 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); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, an application was made requesting issuance of a conditional use permit by making applications for same with the Planning and Zoning Commission of the City of Grapevine, Texas, as required by State statutes and the zoning ordinance of the City of Grapevine, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Grapevine, Texas, after all legal notices requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Grapevine, Texas, at a public hearing called by the City Council did consider the following factors in making a determination as to whether this requested conditional use permit should be granted or denied: safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the site; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages, noise producing elements, and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting, and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to

be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street locating spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewerage, schools, parks and other facilities; and

WHEREAS, the City Council of the City of Grapevine, Texas, at a public hearing called by the City Council of the City of Grapevine, Texas, did consider the following factors in making a determination as to whether this requested conditional use permit should be granted or denied; effect on the congestion of the streets, the fire hazards, panics and other dangers possibly present in the securing of safety from same, the effect on the promotion of health and the general welfare, effect on adequate light and air, the effect on the overcrowding of the land, the effect on the concentration of population, the effect on the transportation, water, sewerage, schools, parks and other public facilities; and

WHEREAS, all of the requirements of Section 48 of Ordinance No. 82-73 have been satisfied by the submission of evidence at a public hearing; and

WHEREAS, the City Council further considered among other things the character of the existing zoning district and its peculiar suitability for particular uses and with the view to conserve the value of buildings and encourage the most appropriate use of land throughout this City; and

WHEREAS, the City Council of the City of Grapevine, Texas, does find that there is a public necessity for the granting of this conditional use permit, that the public demands it, that the public interest clearly requires the amendment, that the zoning changes do not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Grapevine, Texas, does find that the conditional use permit lessens the congestion in the streets, helps secure safety from fire, panic and other dangers, prevents the overcrowding of land, avoids undue concentration of population, facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the City Council of the City of Grapevine, Texas, has determined that there is a necessity and need for this conditional use permit and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the property requested for a change since this property was originally classified and, therefore, feels that the issuance of this conditional use permit for the particular piece of property is needed, is called for, and is in the best interest of the public

at large, the citizens of the City of Grapevine, Texas, and helps promote the general health, safety and welfare of this community.

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

Section 1. That the City does hereby issue 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 CU18-13 to amend the previously approved site plan of CU12-24 (Ord. 2012-30) for a planned commercial center with the possession, storage, retail sale and off-premise consumption of alcoholic beverages (beer and wine only) outside dining and gasoline service, specifically to revise the exterior elevations in conjunction with a convenience store (RaceTrac) in a district zoned "CC" Community Commercial District Regulations within the following described property: Lot 1, Block 1, RaceTrac Grapevine Addition (3955 Grapevine Mills Parkway) all in accordance with a site plan approved pursuant to Section 47 of Ordinance No. 82-73, attached hereto and made a part hereof as Exhibit "A", and all other conditions, restrictions, and safeguards imposed herein, including but not limited to the following: None.

Section 2. The City Manager is hereby directed to amend the official zoning map of the City of Grapevine, Texas, to reflect the herein conditional use permit.

Section 3. That in all other respects the use of the tract or tracts of land herein above described shall be subject to all the applicable regulations contained in said City of Grapevine zoning ordinance and all other applicable and pertinent ordinances of the City of Grapevine, Texas.

Section 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to secure safety from fire, panic, flood and other dangers; provide adequate light and air; to prevent overcrowding of land, to avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewerage, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, of the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

Section 5. This ordinance shall be cumulative of all other ordinances of the City of Grapevine, Texas, affecting zoning and shall not repeal any of the provisions of said

ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

Section 6. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

Section 7. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 8. 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 final passage, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 15th day of May, 2018.

APPROVED:

William D. Tate
Mayor

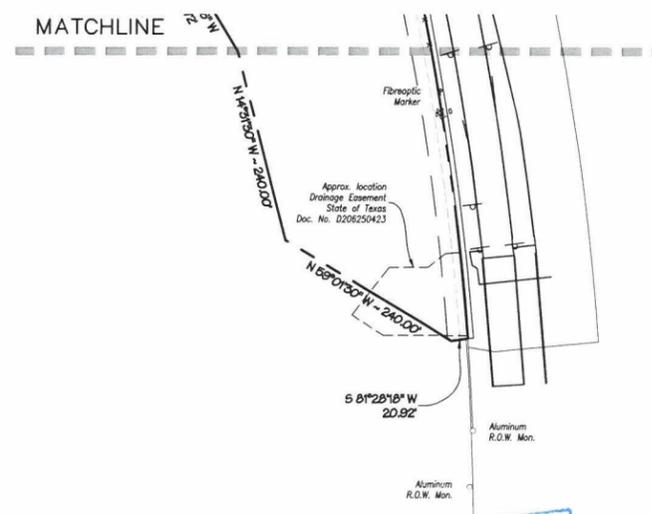
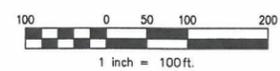
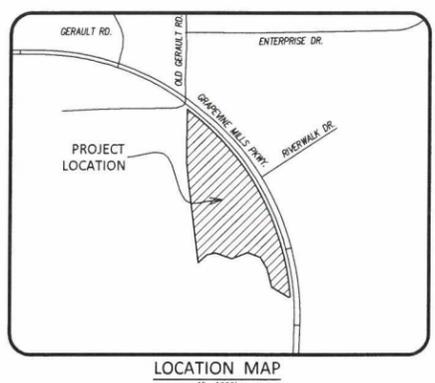
ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

City Attorney

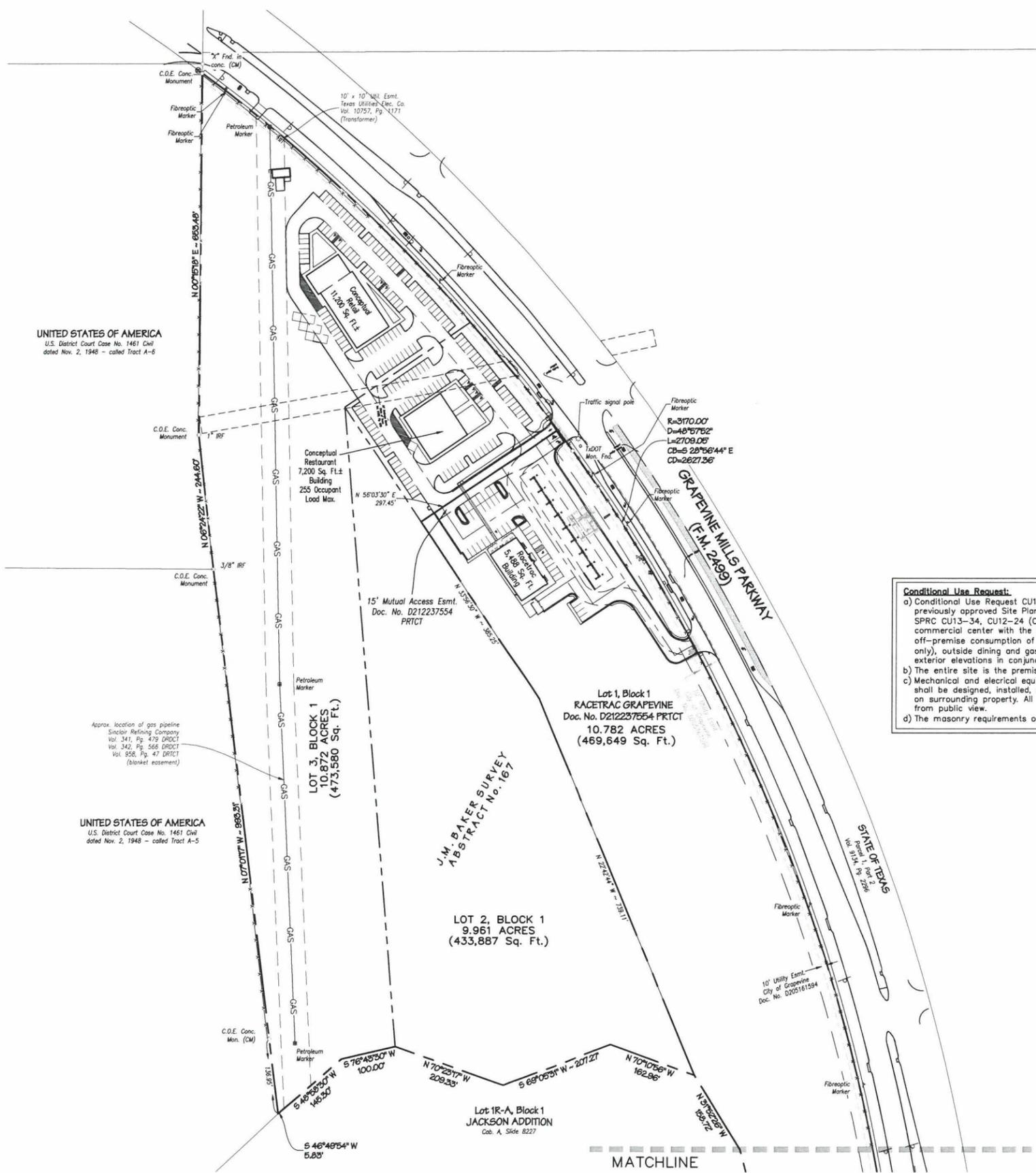
CC ITEM # 6, 21
PZ ITEM # 4, 8



Site Data Summary Table	
SYNOPSIS	LOT 1, BLOCK 1
Proposed Land Use	Community Commercial (CC)
Entire Area	Conv. Store/Gas Station
Building Area	10,782 Ac. (469,649 Sq. Ft.)
Building Coverage	5,488 Sq. Ft.
	1.17% Of Site
PARKING	
Required Parking	5+1 Sp./200 S.F.+1/3 Seats = 5 + 5488/200 + 16/3 = 38 Spaces (incl. HC)
Provided Parking	56 Spaces (incl. HC & Pump)
Accessible Parking Required	2 Spaces
Accessible Parking Provided	2 Spaces
IMPERVIOUS AREA	
Impervious Area Provided	67,099 Sq. Ft. (14.3%)
OPEN SPACE AREA	
Open Space Area Provided	402,550 Sq. Ft. (85.7%)
SYNOPSIS	LOT 2, BLOCK 1
Zoning	Community Commercial (CC)
Proposed Land Use	Restaurant (Commercial)
Lot Area	9,961 Ac. (433,885 Sq. Ft.)
Building Footprint Area	7,200 Sq. Ft. ± / 255 People
Building Coverage	1.66% Of Site
PARKING	
Parking Ratio:	1 Sp./3 Persons
Required Parking	1 Sp./3 Persons = 85 Spaces
Provided Parking	85 Spaces (incl. HC)
Accessible Parking Required	4 Spaces
Accessible Parking Provided	4 Spaces
IMPERVIOUS AREA	
Impervious Area Provided	51,826 Sq. Ft. (11.94%)
OPEN SPACE AREA	
Open Space Area Provided	382,059 Sq. Ft. (88.06%)
SYNOPSIS	LOT 3, BLOCK 1
Zoning	Community Commercial (CC)
Proposed Land Use	Retail/Office (Commercial)
Lot Area	10,872 Ac. (473,580 Sq. Ft.)
Building Footprint Area	11,200 Sq. Ft. ±
Building Coverage	2.36% Of Site
PARKING	
Parking Ratio:	5+1 Sp./200 Sq. Ft.
Required Parking	61 Spaces
Provided Parking	94 Spaces (incl. HC)
Accessible Parking Required	4 Spaces
Accessible Parking Provided	4 Spaces
IMPERVIOUS AREA	
Impervious Area Provided	56,376 Sq. Ft. (11.90%)
OPEN SPACE AREA	
Open Space Area Provided	417,208 Sq. Ft. (88.10%)

UNITED STATES OF AMERICA
U.S. District Court Case No. 1461 Civil
dated Nov. 2, 1948 - called Tract A-5

UNITED STATES OF AMERICA
U.S. District Court Case No. 1461 Civil
dated Nov. 2, 1948 - called Tract A-5



Conditional Use Request:
a) Conditional Use Request CU18-13 is a request to amend the previously approved Site Plan of SPRC CU16-15, SPRC CU15-45, SPRC CU13-34, CU12-24 (Ord. 2012-30) for a planned commercial center with the possession, storage, retail sale, and off-premise consumption of alcoholic beverages (beer and wine only), outside dining and gasoline service, specifically to revise the exterior elevations in conjunction with a convenience store.
b) The entire site is the premise.
c) Mechanical and electrical equipment, including air conditioning units, shall be designed, installed, and operated to minimize noise impact on surrounding property. All such equipment shall be screened from public view.
d) The masonry requirements of Section 54 shall be met.



By _____

CASE NAME: Racetrac Grapevine
CASE NUMBER: CU18-13
LOCATION: 3955 Grapevine Mills Pkwy
Lot 1, Block 1
Racetrac Grapevine

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

SHEET: 1 OF 7

APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.
DEPARTMENT OF DEVELOPMENT SERVICES

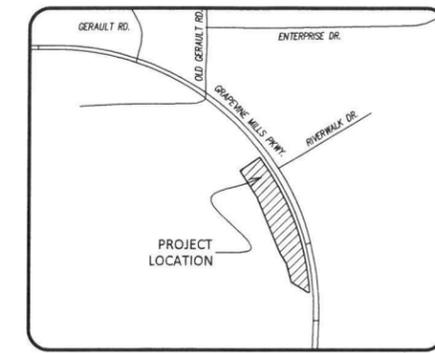
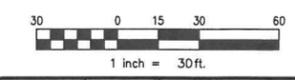


MASTER SITE PLAN
OF
**RACETRAC GRAPEVINE
ADDITION**
LOTS 1-3, BLOCK 1
31.615 ACRES
situated in the
J.M. BAKER SURVEY ~ ABSTRACT 167
GRAPEVINE, TARRANT COUNTY, TEXAS

Owner/Applicant
Racetrac Petroleum, Inc.
3225 Cumberland Blvd.
Atlanta, GA 30339
Telephone (770) 431-7500
Contact: Drew Cunningham

Engineer/Surveyor
Spiers Engineering, Inc.
TBPE No. F-2121
765 Custer Road, Suite 100
Plano, Texas 75075
Telephone (972) 422-0077
Contact: David Bond

CC ITEM # 6, 21
PZ ITEM # 4, 8



LOCATION MAP
1" = 300'

Site Data Summary Table - Lot 1, Block 1

Zoning	Community Commercial (CC)
Proposed Land Use	Conv. Store/Gas Station (Commercial)
Building Footprint Area	5,488 Sq. Ft.
Lot Area	469,649 S.F.
Height	27' Max
Impervious Area	67,099 S.F. (14.3%)
Open Space Area	402,550 S.F. (85.7%)
Total Landscape Area	15% (70,447 S.F.)
Front Yard Landscape Area	50% of Req'd Landscape Area
Building Coverage	1.17%
Total Parking	38 standard including 2 HC
	56 total spaces

- Notes:**
- Handicap Parking is Provided in Accordance w/ ADA Standards.
 - No Floodplain Exists On The Site.
 - All The Requirements Of The Grapevine Soil Erosion Control Ordinance Shall Be Met During The Period Of Construction.
 - All On-Site Electrical Conductors Associated With New Construction Shall Be Located Underground.
 - Site Plan Is For Informational Purposes Only. It Is Not A Construction Document.
 - All dimensions are to face of curb.

CASE NAME: Racetrac Grapevine
CASE NUMBER: CU18-13
LOCATION: 3955 Grapevine Mills Pkwy
Lot 1, Block 1
Racetrac Grapevine

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

SHEET: 2 OF 7

APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.

DEPARTMENT OF DEVELOPMENT SERVICES

Conditional Use Request:

a) Conditional Use Request CU18-13 is a request to amend the previously approved Site Plan of SPRC CU16-15, SPRC CU15-45, SPRC CU13-34, CU12-24 (Ord. 2012-30) for a planned commercial center with the possession, storage, retail sale, and off-premise consumption of alcoholic beverages (beer and wine only), outside dining and gasoline service, specifically to revise the exterior elevations in conjunction with a convenience store.

b) The entire site is the premise.

c) Mechanical and electrical equipment, including air conditioning units, shall be designed, installed, and operated to minimize noise impact on surrounding property. All such equipment shall be screened from public view.

d) The masonry requirements of Section 54 shall be met.



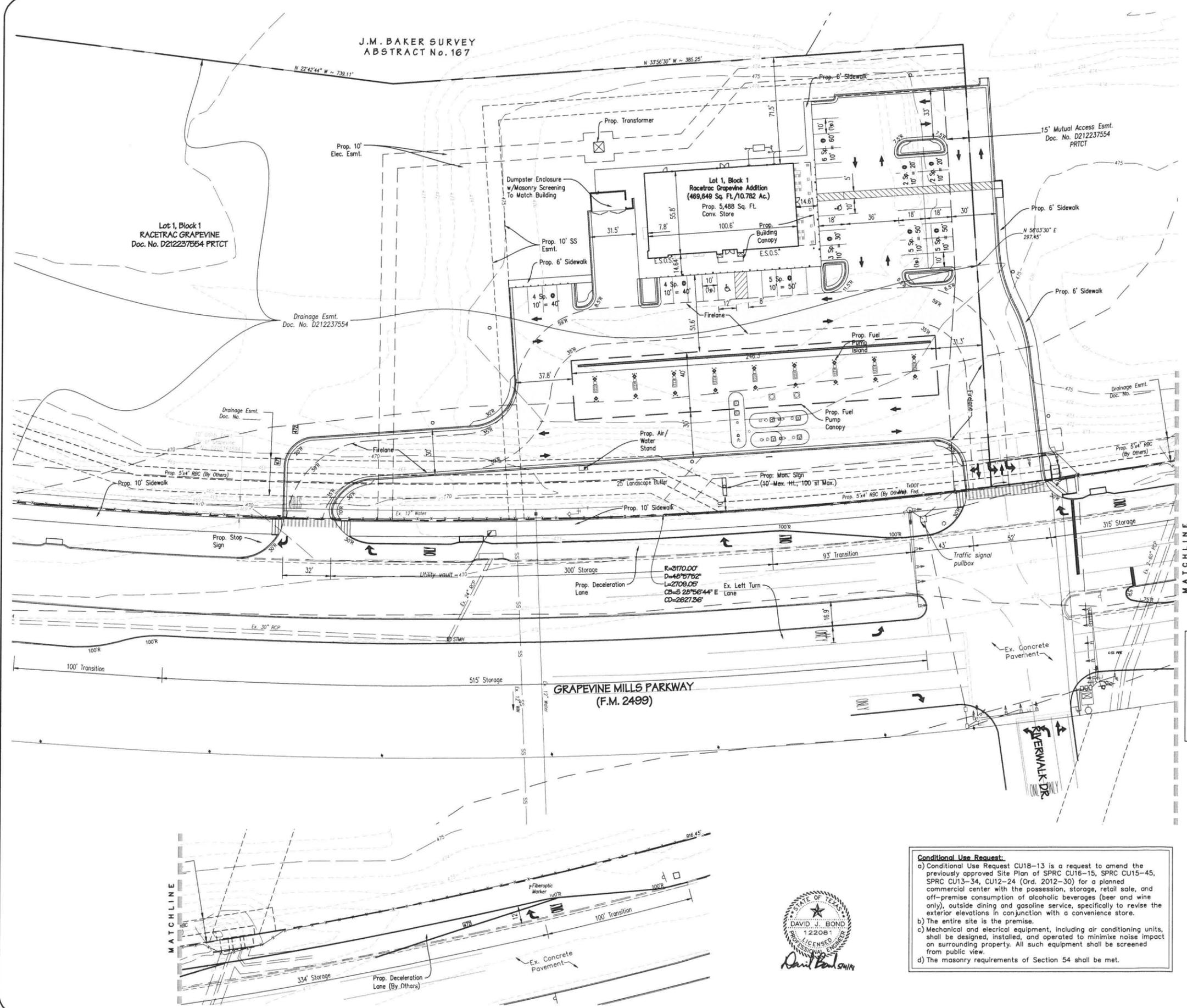
DIMENSIONAL CONTROL SITE PLAN

RACETRAC GRAPEVINE ADDITION

LOT 1, BLOCK 1
10.782 ACRES
situated in the
J.M. BAKER SURVEY ~ ABSTRACT 167
GRAPEVINE, TARRANT COUNTY, TEXAS

Owner/Applicant
Racetrac Petroleum, Inc.
3225 Cumberland Blvd.
Atlanta, GA 30339
Telephone (770) 431-7600
Contact: Drew Cunningham

Engineer/Surveyor
Spiars Engineering, Inc.
TBPE No. F-2121
765 Custer Road, Suite 100
Plano, Texas 75075
Telephone (972) 422-0077
Contact: David Bond



Drawn by: [unreadable] 5/17/2018 10:57 PM
 Checked by: [unreadable] 5/17/2018 10:57 AM
 Date: 5/17/2018 10:57 AM

LANDSCAPE NOTES

- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
- All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
- All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
- All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- All plant material which dies shall be replaced with plant material of equal or better value.
- Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

GENERAL LAWN NOTES

- Final grade areas to achieve final contours indicated on civil plans.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Imported topsoil shall be natural, friable soil from the region, known as bottom soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
- All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
- All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation.
- Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

SOLID SOD NOTES

- Final grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
- Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
- Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
- Water sod thoroughly as sod operation progresses.
- Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
- If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

LANDSCAPE TABULATIONS

INTERIOR VEHICULAR OPEN SPACE REQUIREMENTS: (61,932 s.f. 39 spaces)
Requirements: Minimum 10% of gross parking area to be landscape area, (1) tree, 3" cal. per 400 s.f. of required landscape area. Minimum of (1) tree per parking island, (1) 9'x18' island per 12 parking spaces.

Required	Provided
6,150.24 s.f.	14,824 s.f.
(7) trees, 3" cal.	(7) provided
	(7) trees, 3" cal.

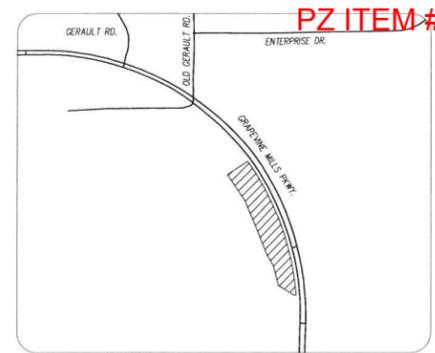
INTERIOR PARKING SCREEN REQUIREMENTS:
Requirements: 30" h. screen at time of installation, or 30" evergreen planting along parking that abuts street frontage or adjacent property boundaries.

Provided

NON-VEHICULAR OPEN SPACE REQUIREMENTS: (80,484 s.f.)
Requirements: Minimum 15% of gross site area to be non-vehicular open space, 50% of required area must be within the front yard.
(1) tree, 3" cal. per 3,000 s.f. of required landscape area.

Required	Provided
12,072 s.f. (15%)	15,312 s.f. (20.2%)
(4) trees	(6) trees

PERIMETER REQUIREMENTS:
Requirements: (1) tree 3" cal. per 50 l.l. along side perimeter.
Grapevine Mills (47811)
Required: (10) trees, 3" cal. Provided: (10) trees, 4" cal.
North Property Line: (356 l.)
Required: (7) trees, 3" cal. Provided: (7) trees, 4" cal.
West Property Line: (365 l.)
Required: (7) trees, 3" cal. Provided: (7) trees, 4" cal.



LOCATION MAP
1" = 100'

CASE NAME: Racetrac Grapevine
CASE NUMBER: CU18-13
LOCATION: 3955 Grapevine Mills Pkwy
Lot 1, Block 1
Racetrac Grapevine

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

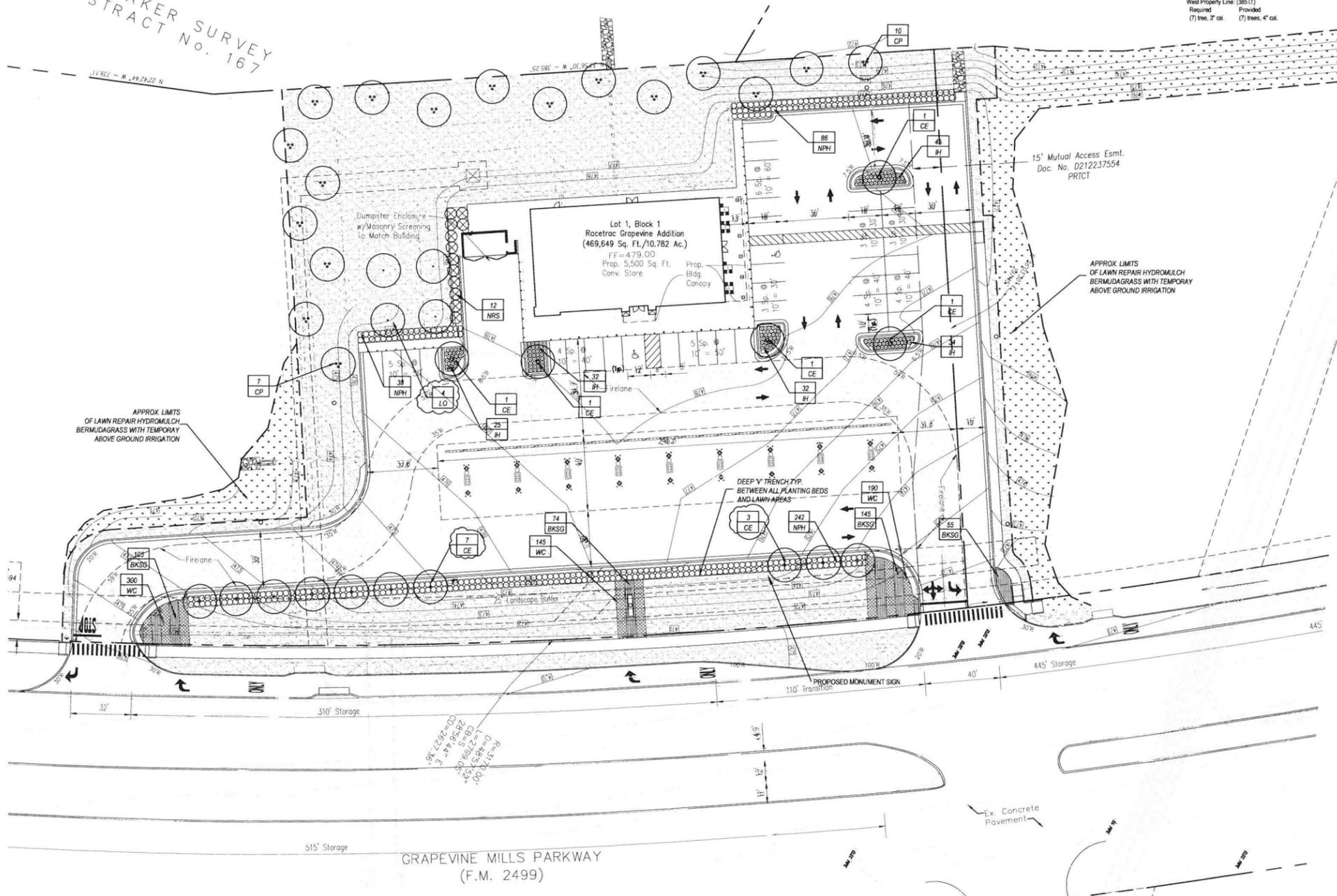
CHAIRMAN _____

DATE: _____

SHEET: 3 OF 7

APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.
DEPARTMENT OF DEVELOPMENT SERVICES

J.M. BAKER SURVEY
TRACT No. 167

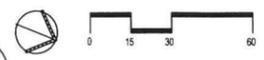


PLANT LIST

TREES	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
	4	LO	Live Oak	Quercus virginiana	4" cal.	B&B, 15' h., 5" spread min., 5" clear trunk
	15	CE	Cedar Elm	Ulmus crassifolia	4" cal.	B&B, 15' h., 5" spread min., 5" clear trunk
	17	CP	Chinese Pistache	Pistacia chinensis	4" cal.	container grown, 15' h., 5" spread min., 5" clear trunk
SHRUBS	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
	366	NPH	Neddepoint Holly	Ilex cornuta 'Neddepoint'	36" ht.	container, full plant, 36" o.c.
	12	NRS	Nellie R. Stevens Holly	Ilex sp. 'Nellie R. Stevens'	6" ht.	container, full to base
	168	IH	Indian Hawthorne 'Clara'	Raphiolepis indica 'Clara'	5 gal.	container, full 20" spread min. 24" o.c.
GROUNDCOVERS	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
	378	BKSG	Berkeley Sedge	Carex divisa	1 gal.	container, full top of container, 18" o.c.
	335	WC	Wintercreeper Common Bermudagrass	Elyonimus fortuani coloratus Cynodon dactylon	1 gal. roll sod	container, (6) 18" runners min 18" o.c. solid sod, refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

01 LANDSCAPE PLAN
SCALE: 1" = 30'-0"



SITE PLAN
OF
**RACETRAC GRAPEVINE
ADDITION**

April 27, 2018
June 27, 2017
REVISED SITE PLAN No. 7 12, 2016
CITY COMMENTS October 28, 2015

**LOT 1, BLOCK 1
10.782 ACRES
situated in the**

**J.M. BAKER SURVEY ~ ABSTRACT 167
GRAPEVINE, TARRANT COUNTY, TEXAS**

smr
landscape architects, inc.
1708 N. Grady Street
Dallas, Texas 75202
Tel: 214.871.2083
Fax: 214.871.0245
Email: smr@smr-lk.com

Racetrac Petroleum
3225 Cumberland Blvd.
Atlanta, GA 30339
Telephone (770) 431-7600
Contact: Jeffrey Baird

Engineer/Surveyor
Spiars Engineering, Inc.
TBPE No. F-2121
765 Custer Road, Suite 100
Pflug, Texas 75075
Telephone (972) 422-0077
Contact: Kevin Wier



ISSUE/REVISION RECORD

DATE	DESCRIPTION
07/18/16	FOR PERMIT
10/13/16	BLDG DEPT COMMENTS
03/13/18	REFRESH TO 2017.0808
04/26/18	ELEVATION VE UPDATE



PROJECT NAME
GRAPEVINE MILLS

GRAPEVINE TX 76051
 3955 GRAPEVINE MILLS PKWY

RACETRAC STORE NUMBER
#1065

PROTOTYPE SERIES 5.5K
2016 BR-RH-MO-M 0607

PLAN MODIFICATION NOTICE
 SPB NO. 0107 DATE 02.16.18

STANDARD PLAN BULLETINS (SPB) MODIFY THE PROTOTYPE SERIES SET NOTED ABOVE. THE LISTED SPB REPRESENTS THE LATEST MODIFICATION INCORPORATED TO THIS PROTOTYPE SERIES SET AT ORIGINAL RELEASE. THE ISSUE REVISION RECORD COLUMNS ABOVE LISTS ANY REVISIONS OR SPB INCORPORATED IN THIS SET AFTER THE ORIGINAL RELEASE. CONTACT RACETRAC ENGINEERING AND CONSTRUCTION FOR ANY SUBSEQUENT BULLETINS NOT INCORPORATED HEREIN.

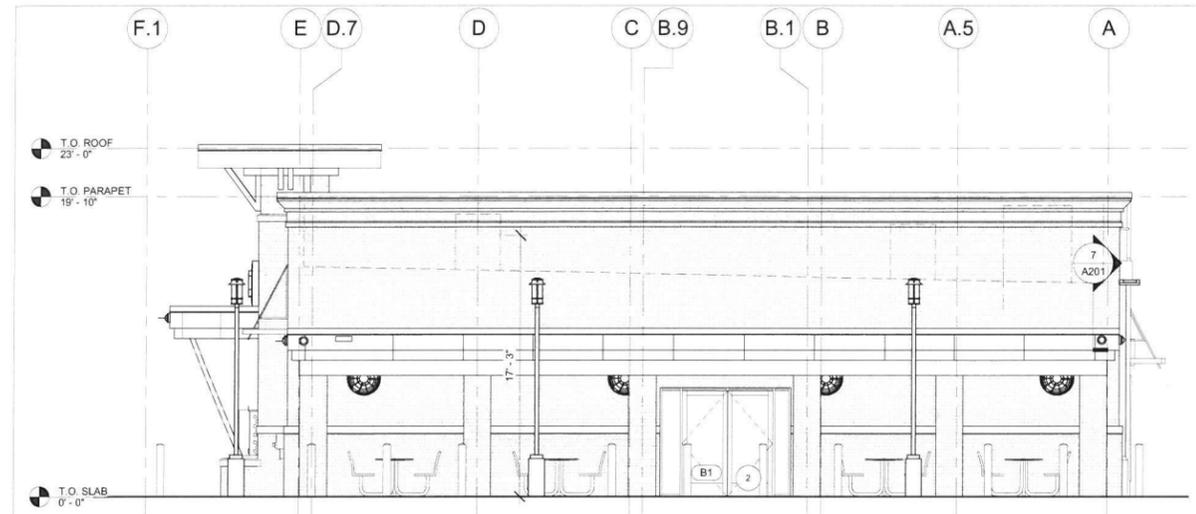


PROJECT NUMBER
 2016157.03

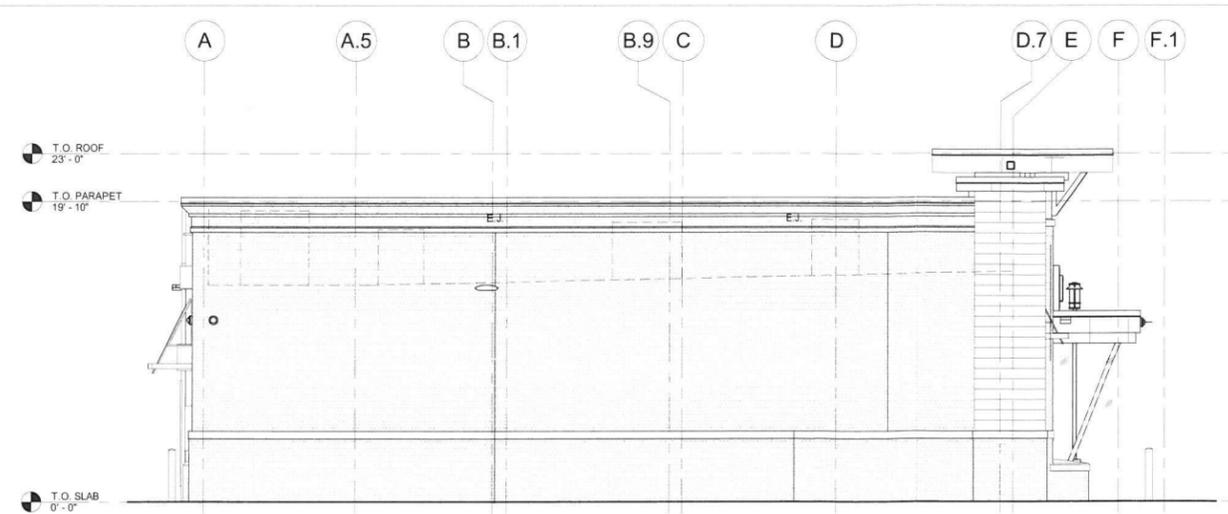
SHEET TITLE
EXTERIOR ELEVATIONS

GPD Group, Professional Corporation
 Texas Registration No. 19819

SHEET NUMBER
A300



4 RIGHT ELEVATION
 3/16" = 1'-0"



3 LEFT ELEVATION
 3/16" = 1'-0"

CASE NAME: RaceTrac Grapevine
 CASE NUMBER: CU18-13
 LOCATION: 3955 Grapevine Mills Pkwy Lot 1, Block 1 RaceTrac Grapevine

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

SHEET: 4 OF 7

APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.

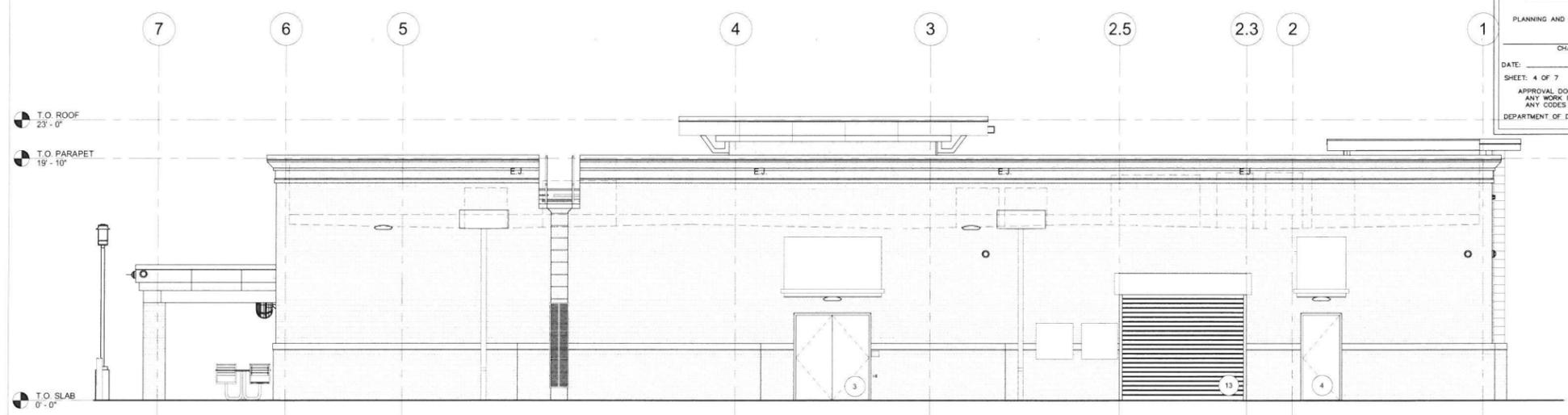
DEPARTMENT OF DEVELOPMENT SERVICES

- GENERAL NOTES**
- CONTRACTOR SHALL VERIFY ALL EXTERIOR MATERIAL COLORS AND FINISHES WITH THE ARCHITECT. ANY DISCREPANCIES NOTED SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
 - PROVIDE EXPANSION JOINTS (EJ) AT ALL LOCATIONS WHERE EIFS ABUTS A DISSIMILAR MATERIAL OR WHERE OTHERWISE REQUIRED BY MANUFACTURER.
 - PROVIDE EXPANSION JOINTS (EJ) AS LOCATED ON EXTERIOR ELEVATIONS. SPECIFICATION FOR JOINT SEALANT SHALL BE ADOBE TAN SL-2 BY TREMCO.
 - MAXIMUM SPACING OF CONTROL JOINTS SHALL BE 20'-0" O.C.
 - REFER TO LIGHTING PLANS FOR LIGHTING FIXTURE LOCATION AND SCHEDULE.
 - REFER TO STRUCTURAL DRAWINGS FOR JOIST AND BEAM BEARING AND FOR FOUNDATIONS.
 - REFER TO REFLECTED CEILING PLANS FOR COMPLETE DIMENSIONS OF ACM JOINT LOCATIONS.

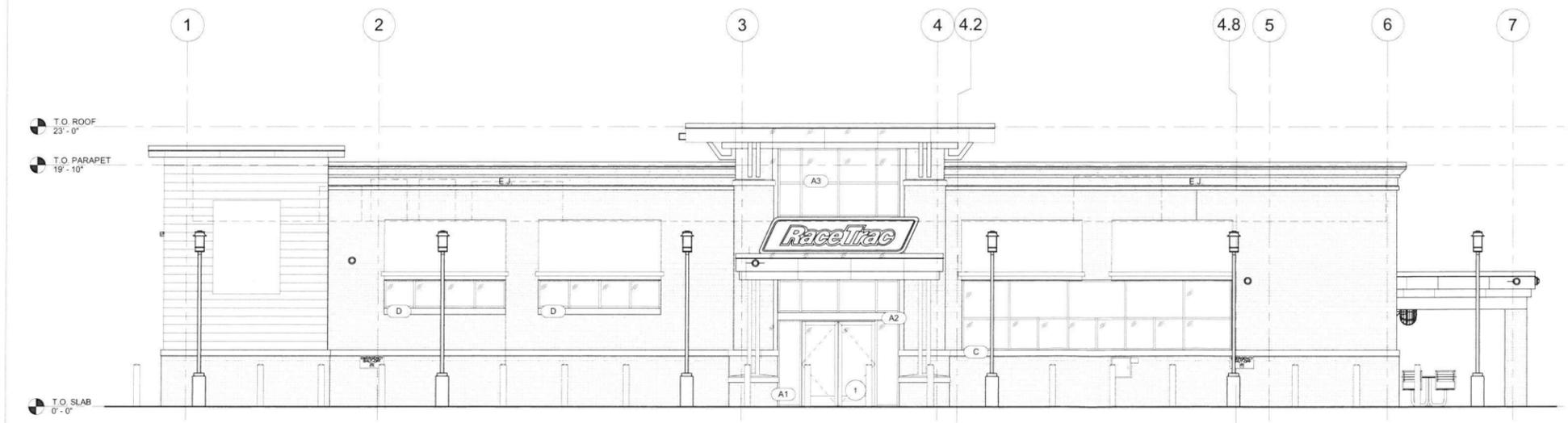
- ELEVATION KEY NOTES**
 REFER TO SHEET A301 FOR KEYNOTES NOT SHOWN ON THIS SHEET.
- WALL MOUNTED SECURITY CAMERA
 - MECHANICAL EQUIPMENT BEYOND
 - ILLUMINATED SIGN PANEL BY OWNER MOUNTED ON MINIMUM 4" STEEL TUBES OR HSS TUBES. PAINT EP-1.
 - OVERFLOW SPILL SCUPPER.
 - SPILL SCUPPER. REFER TO DETAIL.

EXTERIOR MATERIAL SCHEDULE

AWNING	ALUMINUM AWNING	SELECTED BY RACETRAC
BRICK	LAREDO BRICK	MORTAR COLOR "LIGHT BUFF"
BR-1 BORAL	LAREDO BRICK	MORTAR COLOR "LIGHT BUFF"
CAST STONE	MATCH BORAL TUSCAN LITEL CHAMPAGNE	COLOR 1102 NATURAL STONE. MORTAR COLOR "LIGHT BUFF". SEAL WITH (SL-5) SEALANT.
CS-1 CONTINENTAL CAST STONE OR APPROVED OTHER		
CEMENT BOARD	ARTISAN V-GROOVE SIDING	PAINT SHERWIN WILLIAMS SEALSकिन #7675
HP-1 JAMES HARDIE		
EIFS	STO THERM CI	"FINE FINISH" APPLICATION. COLOR TO MATCH SW #6113 "INTERACTIVE CREAM"
EF-1 STO	STO THERM CI	"FINE FINISH" APPLICATION. COLOR TO MATCH SW #6113 "INTERACTIVE CREAM"
EF-2 STO	STO THERM CI	"FINE FINISH" APPLICATION. COLOR TO MATCH SW #6094 "SENSATIONAL SAND"
GLAZING		
GL-1	1" NON-IMPACT RATED INSULATED GLAZING	CLIMATE ZONES 2 OR 3. IGU AT STOREFRONT 0.28 U-FACTOR, SHGC PF>0.25=0.27 (1/4" PPG SOLARBAN 70-XL LOW-E #2 +1/2" AIR + 1/4" CLEAR) OR APPROVED ALTERNATE.
GL-2	1" NON-IMPACT RATED ACID ETCHED INSULATED GLAZING	CLIMATE ZONES 2 OR 3. IGU AT STOREFRONT 0.28 U-FACTOR, SHGC PF>0.25=0.27 (1/4" PPG SOLARBAN 70-XL LOW-E #2 +1/2" AIR + 1/4" CLEAR SATIN ETCH #3) OR APPROVED ALTERNATE.
METAL		
M-1	PREFINISHED 4" 2-PIECE COMPRESSION METAL COVER	METAL TO MATCH STOREFRONT COLOR DARK BRONZE
M-2	COLOR DARK BRONZE	METAL TO MATCH STOREFRONT COLOR DARK BRONZE
M-3	VISTAWALL (OR APPROVED ALTERNATE)	FG-3000 STOREFRONT SYSTEM DARK BRONZE (OR APPROVED ALTERNATE)
M-5	REYNOBOND	METAL TO MATCH STOREFRONT
M-7	VERSATEX	WP4 TONGUE AND GROOVE
PAINT		
EP-1	SHERWIN WILLIAMS	EXTERIOR PAINT TO MATCH DARK BRONZE
ROOFING		
DURO	DUROLAST	50 MIL MEMBRANE ROOFING SYSTEM
WINDOW FILM		
WF-2		WINDOW FILM: OPAQUE



2 REAR ELEVATION
 3/16" = 1'-0"



1 FRONT ELEVATION
 3/16" = 1'-0"

"This submittal is for general informational purposes only and is preliminary in nature. As such, any other use or reliance is strictly prohibited."

DESIGN PROFESSIONALS

GPD GROUP
 Professional Corporation
 520 S. MAIN STREET,
 SUITE 2551,
 AKRON, OHIO 44311
 330.572.2100 FAX: 330.572.2101

ISSUE/REVISION RECORD

DATE	DESCRIPTION
07/18/16	FOR PERMIT
10/13/16	BLDG DEPT COMMENTS
03/13/16	REFRESH TO 2017 0806

RaceTrac
 RACETRAC PETROLEUM, INC.
 200 GALLERIA PARKWAY SOUTHEAST
 SUITE 900
 ATLANTA, GEORGIA 30339
 (770) 431-7600

PROJECT NAME

GRAPEVINE MILLS

GRAPEVINE TEXAS 76051
3955 GRAPEVINE MILLS PARKWAY

RACETRAC STORE NUMBER
#1065

PROTOTYPE SERIES 5.5K
2016 BR-RH-MO(-) 0607

PLAN MODIFICATION NOTICE

SPB NO. 001 DATE 06.07.16
 STANDARD PLAN BULLETINS (SPB) MODIFY THE PROTOTYPE SERIES SET NOTED ABOVE. THE LISTED SPB REPRESENTS THE LATEST MODIFICATION INCORPORATED TO THIS PROTOTYPE SERIES SET AT ORIGINAL RELEASE. THE ISSUE/REVISION RECORD COLUMN ABOVE LISTS ANY RETURNING OR SPB INCORPORATED IN THIS SET AFTER THE ORIGINAL RELEASE. CONTACT RACETRAC ENGINEERING AND CONSTRUCTION FOR ANY SUBSEQUENT BULLETINS NOT INCORPORATED HEREIN.

PROFESSIONAL SEAL

PROJECT NUMBER
 2016157.03

SHEET TITLE
DUMPSTER ENCLOSURE PLAN

SHEET NUMBER
A010

CASE NAME: RaceTrac Grapevine
 CASE NUMBER: CU18-13
 LOCATION: 3955 Grapevine Mills Pkwy Lot 1, Block 1 RaceTrac Grapevine

MAYOR _____ SECRETARY _____

DATE: _____

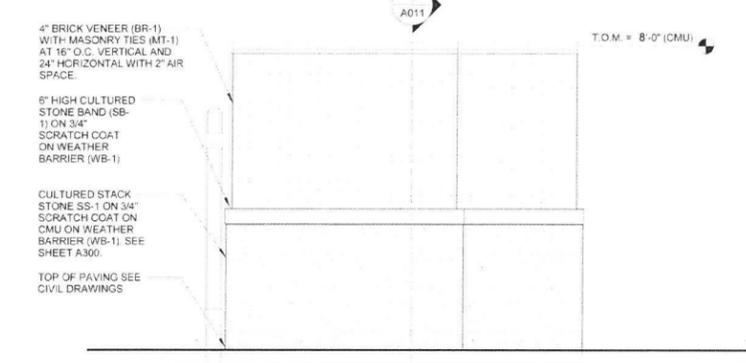
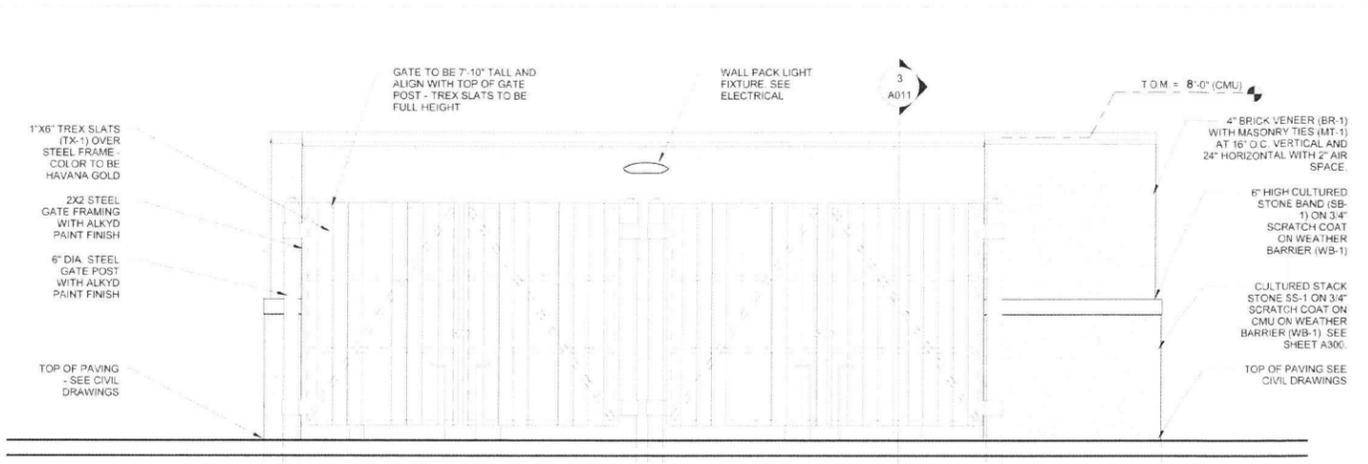
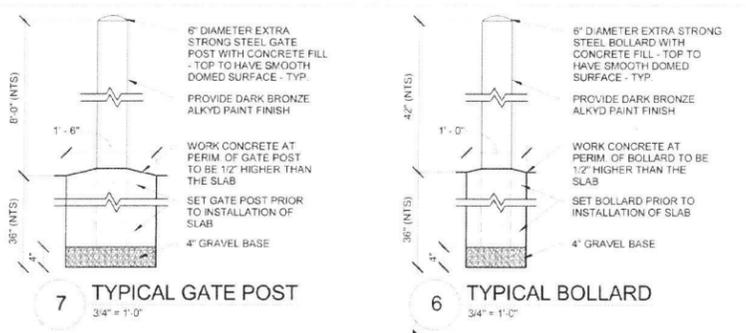
PLANNING AND ZONING COMMISSION

CHAIRMAN _____

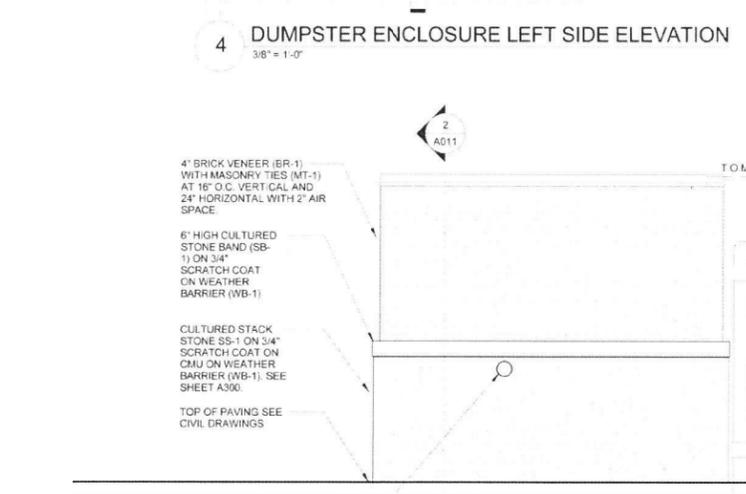
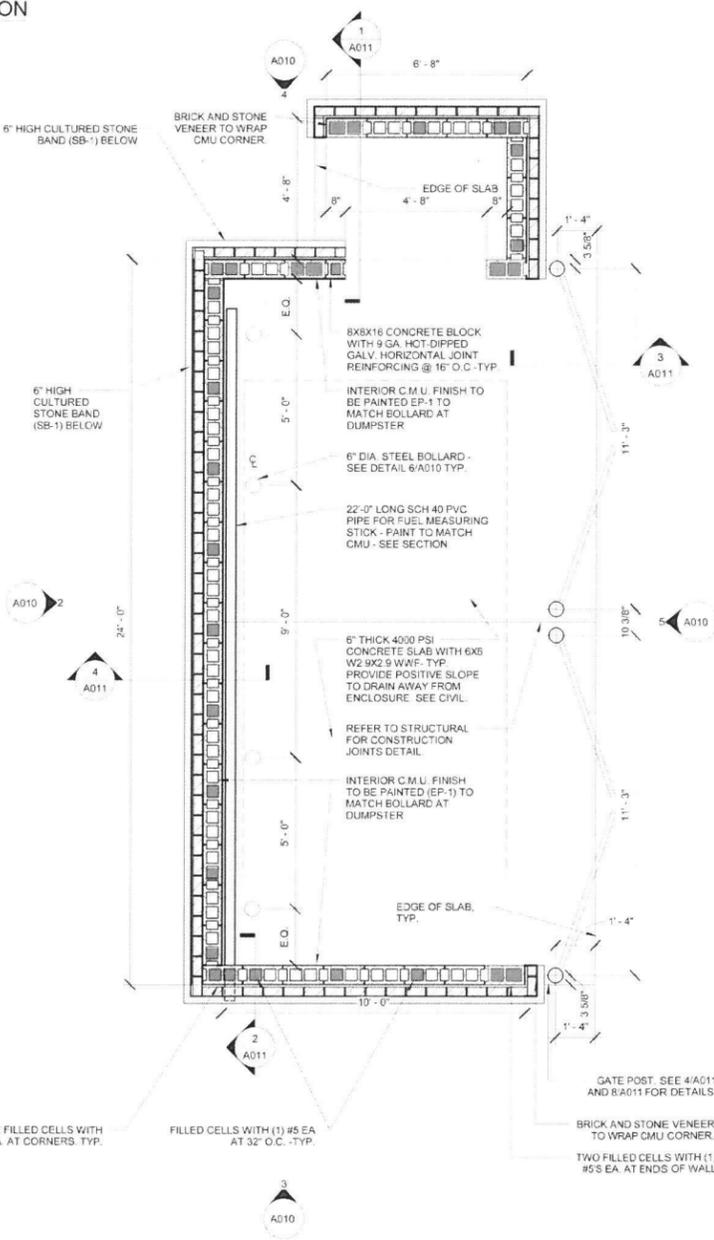
DATE: _____

SHEET: 6 OF 7

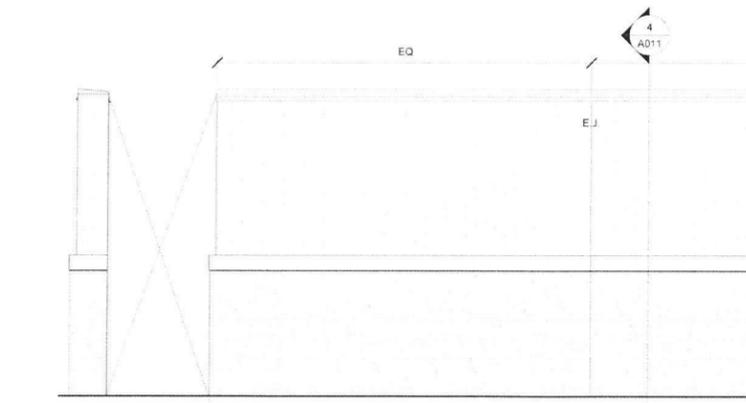
APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.
 DEPARTMENT OF DEVELOPMENT SERVICES



5 DUMPSTER ENCLOSURE FRONT ELEVATION
 3/8" = 1'-0"

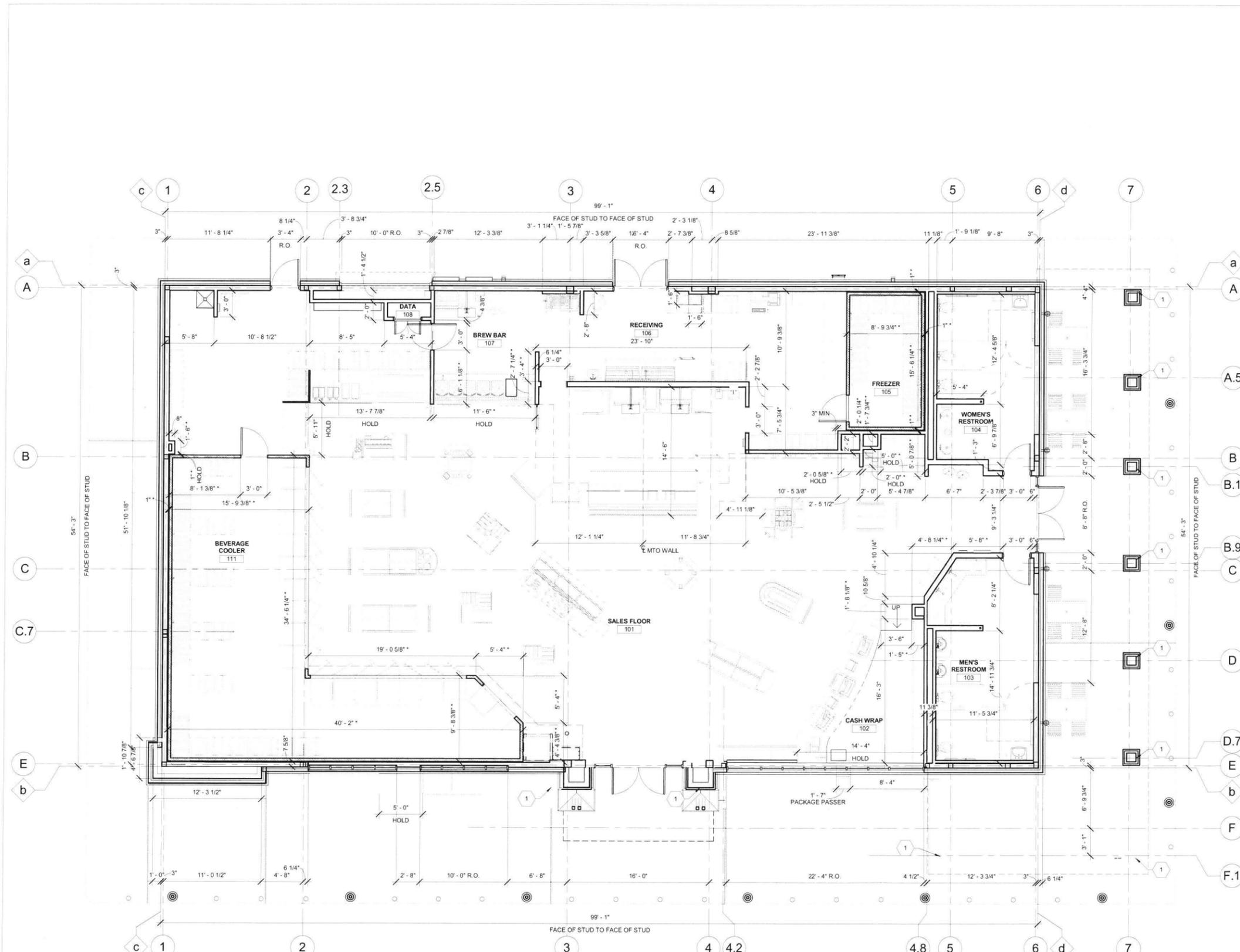


3 DUMPSTER ENCLOSURE RIGHT SIDE ELEVATION
 3/8" = 1'-0"



1 DUMPSTER ENCLOSURE PLAN
 3/8" = 1'-0"

2 DUMPSTER ENCLOSURE REAR ELEVATION
 3/8" = 1'-0"



1 FLOOR DIMENSION PLAN
 3/16" = 1'-0"

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE (U.N.O) AN INDICATED WITH AN ASTERISK (*)
2. ALL DIMENSIONS NOTED TO BE FIELD VERIFIED ARE CRITICAL TO THE FLOOR PLAN LAYOUT. G.C. TO FIELD VERIFY ALL DIMENSIONS AND NOTIFY ARCHITECT WITH ANY DISCREPANCIES

CC ITEM # 21
 THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS OF SAME. WITHOUT THE EXPRESSED WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED. 2016 RACETRAC PETROLEUM INC.

DESIGN PROFESSIONALS



ISSUE/REVISION RECORD

DATE	DESCRIPTION
07/18/16	FOR PERMIT
10/13/16	BLDG DEPT COMMENTS
03/13/18	REFRESH TO 2017 0808
04/26/18	ELEVATION VE UPDATE

FLOOR PLAN KEYNOTES

1. REFER TO REFERENCE PLAN FOR DETAIL REFERENCES AND DETAIL SHEETS FOR DIMENSIONS.

RaceTrac
 RACETRAC PETROLEUM, INC.
 200 GALLERIA PARKWAY SOUTHEAST
 SUITE 900
 ATLANTA, GEORGIA 30339
 (770) 431-7600

PROJECT NAME

GRAPEVINE MILLS

GRAPEVINE TX 76051
 3955 GRAPEVINE MILLS PKWY

RACETRAC STORE NUMBER

#1065

PROTOTYPE SERIES 5.5K
2016 BR-RH-MO-M 0607

PLAN MODIFICATION NOTICE

SPB NO. 0107 DATE 02.16.18

STANDARD PLAN BULLETINS (SPB) MODIFY THE PROTOTYPE SERIES SET NOTED ABOVE. THE LISTED SPB REPRESENTS THE LATEST MODIFICATION INCORPORATED TO THIS PROTOTYPE SERIES SET AT ORIGINAL RELEASE. THE ISSUE/REVISION RECORD COLUMN ABOVE LISTS ANY REVISIONS OR SPB INCORPORATED IN THIS SET AFTER THE ORIGINAL RELEASE. CONTACT RACETRAC ENGINEERING AND CONSTRUCTION FOR ANY SUBSEQUENT BULLETINS NOT INCORPORATED HEREIN.

PROFESSIONAL SEAL

FLOOR DIMENSION PLAN LEGEND

R.O. ROUGH OPENING

CASE NAME: RaceTrac Grapevine
 CASE NUMBER: CU18-13
 LOCATION: 3955 Grapevine Mills Pkwy Lot 1, Block 1 RaceTrac Grapevine

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

SHEET: 7 OF 7

APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.
 DEPARTMENT OF DEVELOPMENT SERVICES

PROJECT NUMBER
 2016157.03

SHEET TITLE
FLOOR DIMENSION PLAN

SHEET NUMBER
A120

MEMO TO: HONORABLE MAYOR, CITY COUNCIL MEMBERS AND
MEMBERS OF THE PLANNING AND ZONING COMMISSION

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
SCOTT WILLIAMS, DEVELOPMENT SERVICES DIRECTOR

MEETING DATE: MAY 15, 2018

SUBJECT: ZONING ORDINANCE AMENDMENT AM18-03
AMENDMENTS TO SECTION 43 NON CONFORMING USES AND
STRUCTURES AND SECTION 60 SIGN STANDARDS

RECOMMENDATION:

Staff recommends that the Planning and Zoning Commission and the City Council approve amendments to Section 43, Nonconforming Uses and Structures and Section 60, Sign Standards and take any other action necessary.

BACKGROUND INFORMATION:

These amendments are consistent with and pursuant to the settlement of the pending lawsuit, *Clear Channel Outdoor, Inc. v. City of Grapevine*.

Section 43, Nonconforming Uses and Structures:

This amendment is relative to an existing billboard structure fronting State Highway 114 which was the subject of a 2010 right-of-way acquisition by the State. Staff has been directed to amend the appropriate sections of the Zoning Ordinance to allow for the potential conversion of this structure to a digital billboard with cabinet dimensions of 14 feet by 48 feet (672) square feet. This amendment clarifies a previous amendment and further limits its applicability.

Section 60, Sign Standards:

Section 60, Sign Standards is being amended to provide a narrowly defined set of criteria to regulate the conversion of existing billboard structures to digital billboard signs. Key specific criteria based on peer ordinances and industry standards include:

- The existing (in whole or in part) legal, nonconforming sign fronts on SH 114
- A 2010 right-of-way acquisition necessitates the alteration of the sign
- Converted billboard signs are permitted only along SH 114 and must be at least 9,000 feet from any other converted billboard.

DRAFT
051518

Section 43, Nonconforming Uses and Structures

affidavit in the Tarrant County Deed Records noting such compliance.

- (4) If a property is ineligible for an exemption under this subsection (C), the building official is authorized to revoke a certificate of occupancy of any building or structure for noncompliance with a code, ordinance, or regulation.
 - (5) The Building Board of Appeals Commission is authorized to issue an order of demolition a minimum of 90 days after the certificate of occupancy has been revoked for any building or structure on property ineligible for an exemption under subsection (C)(1).
3. *Effective Date.* The provisions of this section shall apply to any property acquired by eminent domain after January 19, 2010.
 4. In the event that a **2010** right-of-way acquisition by a governmental agency necessitates the alteration **or redevelopment** of an ~~existing~~ off-premise advertising sign **existing in whole or in part and** fronting on State Highway 114, City Council may approve such alteration, and any other alterations, enlargements, or remodeling deemed appropriate through a conditional use permit.

DRAFT
051518

Section 60, Sign Regulations

- o. **CONVERTED DIGITAL BILLBOARD.** An existing off-premise advertising sign **existing in whole or in part** that is converted to a sign, display or device, internally illuminated, which changes the static message or copy by electronic means.
1. An **off-premise** existing advertising sign **existing in whole or in part** may be altered **or redeveloped** to a Converted Digital Billboard only if all of the following conditions are met:
- i. the **advertising sign exists in whole or in part and** existing ~~advertising sign~~ fronts State Highway 114,
 - ii. a **2010** right-of-way acquisition by a governmental agency necessitates the alteration **or redevelopment** of the existing off-premise advertising sign, ~~and~~
 - iii. City Council approves the conversion with a conditional use permit, **and**
 - iv. **Converted Digital Billboards are permitted only on State Highway 114 and any Converted Digital Billboard must be at least 9,000 feet from any other converted Digital Billboard, as measured on either side of State Highway 114.**
2. A Converted Digital Billboard may only be operated with a valid, unexpired conditional use permit.
3. All Converted Digital Billboards shall conform to the following regulations:
- i. The display must contain a default mechanism that shows full black in case of a malfunction.
 - ii. The display must automatically adjust the sign brightness based on natural ambient light conditions in compliance with the following:

Digital advertising signs shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter at a pre-set distance.

051617

Section 60

ORDINANCE NO. 2018-044

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE OF GRAPEVINE, TEXAS; AMENDING SECTION 43, NONCONFORMING USES AND STRUCTURES; AMENDING SECTION 60, SIGN STANDARDS; REPEALING CONFLICTING ORDINANCES; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EMERGENCY; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 43 of the Zoning Ordinance regulates nonconforming uses and structures; and

WHEREAS, Section 60 of the Zoning Ordinance of the City of Grapevine regulates Sign standards; and

WHEREAS, the City Council wishes to amend Section 43 and Section 60 of the Zoning Ordinance also known as Appendix "D" of the City Code of Grapevine, Texas; and

WHEREAS, the City Council of the City of Grapevine deems the passage of this ordinance as necessary to protect the public, health, safety, and welfare; and

WHEREAS, the City Council is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this ordinance, including but not limited to the Open Meetings Act.

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 Section 43 of the Zoning Ordinance – "Nonconforming Uses and Structures", is hereby amended by adding Subsection (I)(4), which shall read as follows:

- "4. In the event that a 2010 right-of-way acquisition by a governmental agency necessitates the alteration or redevelopment of an off-premise advertising sign existing in whole or in part and fronting on State Highway 114, City Council may approve such alteration, and any other alterations,

enlargements, or remodeling deemed appropriate through a conditional use permit.

Section 3. That Section 60 of the Zoning Ordinance – “Sign Standards”, is hereby amended by revising Subsection (B)(2)(o) to shall read as follows:

- “o. **CONVERTED DIGITAL BILLBOARD.** An off-premise advertising sign existing in whole or in part that is converted to a sign, display or device, internally illuminated, which changes the static message or copy by electronic means.
1. An off-premise advertising sign existing in whole or in part may be altered or redeveloped to a Converted Digital Billboard only if all of the following conditions are met:
 - i. the advertising sign exists in whole or in part and fronts State Highway 114.
 - ii. a 2010 right-of-way acquisition by a governmental agency necessitates the alteration or redevelopment of the existing off-premise advertising sign,
 - iii. City Council approves the conversion with a conditional use permit, and
 - iv. Converted Digital Billboards are permitted only on State Highway 114 and any Converted Digital Billboard must be at least 9,000 feet from any other Converted Digital Billboard, as measured on either side of State Highway 114.

[The remainder of this Section shall remain unchanged.]

Section 4. 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 provided, however, that the ordinance or ordinances under which the cases currently filed and pending in the Municipal Court of the City of Grapevine, Texas shall be deemed repealed only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding of not guilty, nolo contendere, or dismissal.

Section 5. Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed two thousand dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 6. If any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 7. 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 public creates an emergency which requires that this ordinance 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 15th day of May, 2018.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

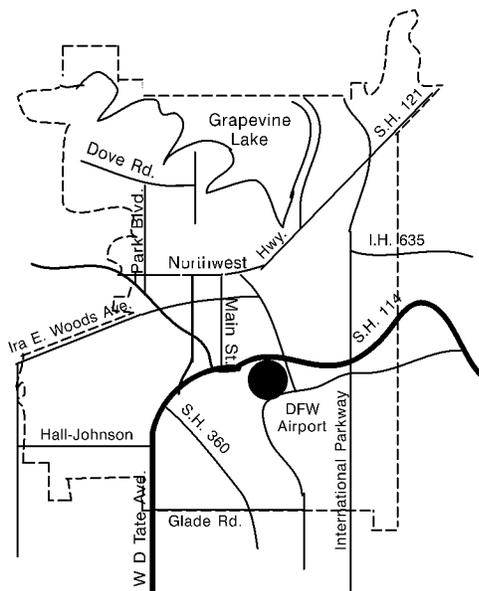
City Attorney

TO: HONORABLE MAYOR, CITY COUNCIL MEMBERS AND THE
PLANNING AND ZONING COMMISSION

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
SCOTT WILLIAMS, DEVELOPMENT SERVICES DIRECTOR

MEETING DATE: MAY 15, 2018

SUBJECT: DEVELOPMENT SERVICES TECHNICAL REPORT OF
CONDITIONAL USE APPLICATION CU18-14 CLEAR CHANNEL



APPLICANT: Judy Jamison

PROPERTY LOCATION AND SIZE:

The subject property is located at 900 State Highway 114 East and is platted as Lot 2, DFW Industrial Park, Phase 5. The addition contains approximately 1.547 acres and has approximately 801 feet of frontage along the eastbound service road of State Highway 114.

REQUESTED CONDITIONAL USE AND COMMENTS:

The applicant is requesting a conditional use permit to allow for a digital billboard sign.

Prior to the acquisition of right-of-way from the subject site for the expansion of State Highway 114, billboards were present on the subject site and were required to be removed as a result of the right-of-way acquisition. An ordinance amendment is proposed in conjunction with the current request in order to enable a proposed billboard on the subject site. As a result of an agreement with the City and the applicant (Clear Channel Outdoor), the applicant proposes the installation of a digital billboard 50 feet in height with a digital sign face comprising 672 square feet, (14 feet in height by 48 feet in length). Approximately 36 feet of the support column will be clad in masonry material.

Lighting levels associated with the digital display will not increase more than 0.3 foot candles over ambient levels measured 250 feet from the sign. This will be automatically

adjusted by a sensing device that will adjust the brightness of the digital display as ambient lighting conditions change. In the event of a malfunction, five separate methods are built into the power management and software functions of the sign to completely blank (darken) the sign—these redundant systems will never let the sign go bright in the event of any type of software/hardware failure.

Relative to the ordinance amendments written to govern the usage of this type of sign, messages/images are subject to the following regulations:

- Each message must be displayed for a minimum of eight seconds
- Changes of messages must be accomplished within two seconds
- Changes of messages must occur simultaneously on the entire sign face
- No flashing, dimming, or brightening of message is permitted except to accommodate changes of the message
- Ticker tape streaming and streaming video are prohibited

Please see the attached applicant letter for additional information.

PRESENT ZONING AND USE:

The property is currently zoned "LI" Light Industrial District and is vacant.

HISTORY OF TRACT AND SURROUNDING AREA:

The subject property and surrounding areas were zoned "I-1" Light Industrial District prior to the 1984 City Rezoning. Several conditional use permits have been approved for freight forwarding uses (J.A. Green) to the south and west of the subject site. Special Use Permit SU97-01 (Ord. 1997-15) was approved by Council on February 18, 1997 for a cellular antenna located on the subject site. The Board of Zoning Adjustment approved BZA97-25 to allow for variances on the site. On the site the west Zone Change Request Z98-09 (Ord. 1998-67) was approved by Council on June 2, 1998 to rezone 2.34 acres from "PID" Planned Industrial Development District to "LI" Light Industrial District.

North of the subject site Conditional Use Request CU96-20 was approved by Council on August 20, 1996 for Westway Toyota across State Highway 114. Conditional Use Request CU98-69 (Ord. 1999-09) was approved at the January 5, 1999 meeting to allow for the establishment of an automotive dealership (Park Place Lexus) with sales and service of new and used vehicles. Conditional Use Request CU99-98 (Ord. 1999-98) was approved at the July 6, 1999 meeting granting an expansion to the dealership. Conditional Use Request CU04-22 (Ord. 2004-46) was approved at the July 20, 2004 meeting to expand the sales and service areas. At the May 17, 2005 meeting the City Council approved Conditional Use Request CU05-25 (Ord. 2005-40) on the subject property which allowed for a 4.95-acre expansion for automobile inventory storage. The Site Plan Review Committee at their August 24, 2005 meeting approved Conditional Use Request CU05-40

which allowed for replacement of a 22-foot pole sign with a 36-foot pole sign. Conditional Use Request CU07-42 was approved by the Site Plan Review Committee at their January 30, 2008 meeting to allow for the addition of a 6,955-square foot make ready building for new and used vehicles. Conditional use Request CU12-09 (Ord. 2012-16) was approved at the April 17, 2012 Council meeting to allow for an expansion to the service garage, car wash, pre-owned sales office and service drive. The Site Plan Review Committee at their May 7, 2014 meeting approved a 3,350-square foot new car delivery area, a 387-square foot expansion to the previously approved 11,146-square foot service garage to and elevation revisions to accommodate the proposed expansions. The Site Plan Review Committee at their August 6, 2014 meeting approved Conditional Use Request CU14-37 to allow for temporary office trailers during a business renovation.

Also north of the subject site Conditional Use Request CU97-32 was approved by Council at the August 19, 1997 meeting and allowed for a planned commercial center with sales and services of new and used automobiles. Another conditional use request was considered and approved on this site (CU98-66) at the December 15, 1998 meeting which allowed for the addition of two shade structures to the rear of the Parts and Service building. At Council's July 15, 2003 meeting conditional use request CU03-22 was approved which allowed for two temporary move-in buildings to be utilized for temporary sales offices for a period of 18-months while new permanent sales office area is under construction. The Site Plan Review Committee at their January 26, 2005 meeting approved conditional use request CU05-02 for an enclosure of a patio area near the southwest corner of the existing sales office for use as additional office space for the sales staff. A five-bay lube center was also added to the site. Conditional use request CU05-58 was approved by the Site Plan Review Committee at the December 14, 2005 meeting which allowed for the addition of a single bay automated car wash to the site and a reduction in height from 40-feet to 35-feet for an existing pole sign and an increase from 20-feet to 24-feet for an existing pole sign. The Site Plan Review Committee approved CU06-22 at their June 28, 2006 meeting which allowed for a detached car wash and detail area at the rear of the service area. Conditional use request CU06-59 was approved by the Site Plan Review Committee at their December 21, 2006 meeting which reduced the size of the detail/car wash area. At the September 15, 2009 meeting Council approved a conditional use request on the subject property (CU09-29) which converted the existing Toyota dealership to a Ford dealership and allowed for an expansion to the showroom, service area and service drive. At the December 15, 2009 meeting Council approved conditional use request CU09-44 (Ord.2009-58) on the subject property which allowed for an expansion to the new car sales building and service drive and to eliminate an existing used car building. At the November 16, 2010 meeting Council approved conditional use request CU10-28 (Ord.2010-65) on the subject property which allowed for additional square footage to the new car sales building, delivery area and the service department. Conditional Use Request CU11-27 (Ord. 2011-56) was approved at the October 18, 2011 meeting to allow for a 35-foot pole sign and a 8,907-square foot new car sales building for Lincoln. The Site Plan Review Committee approved Conditional Use Request CU13-09 to allow for a 1,593-square foot expansion to the Grapevine Ford new car sales building and

a new landscape island adjacent to relocated off-street parking spaces.

On the site to the west Zone Change Request Z98-07 (Ord. 1998-67) rezoned the site from "PID" Planned Industrial Development to "LI" Light Industrial District which never developed. The Board of Zoning Adjustment approved BZA97-25 to allow for variances on the site.

SURROUNDING ZONING AND EXISTING LAND USE:

NORTH: "PCD" Planned Commerce Development District—State Highway 114, Grapevine Ford and Texas Toyota

SOUTH: "PID" Planned Industrial Development District—DFW Industrial Park

EAST: DFW Airport Property—Grubbs Infinity

WEST: "LI" Light Industrial District—Vacant

AIRPORT IMPACT:

The subject tract is located within "Zone B" Middle Zone of Effect as defined on the "Aircraft Sound Exposure: Dallas/Fort Worth Regional Airport Environs" map. In Zone B, the following uses may be considered only if sound treatment is included in building design: multi family apartments, motels, office buildings, movie theaters, restaurants, personal and business services. Single family residential and sound sensitive uses such as schools and churches should avoid this zone. The applicant's proposal is an appropriate use in this noise zone.

MASTER PLAN APPLICATION:

The Master Plan designates the subject property as an Industrial/Commercial Land Use. The applicant's proposal is not in compliance with the Master Plan.

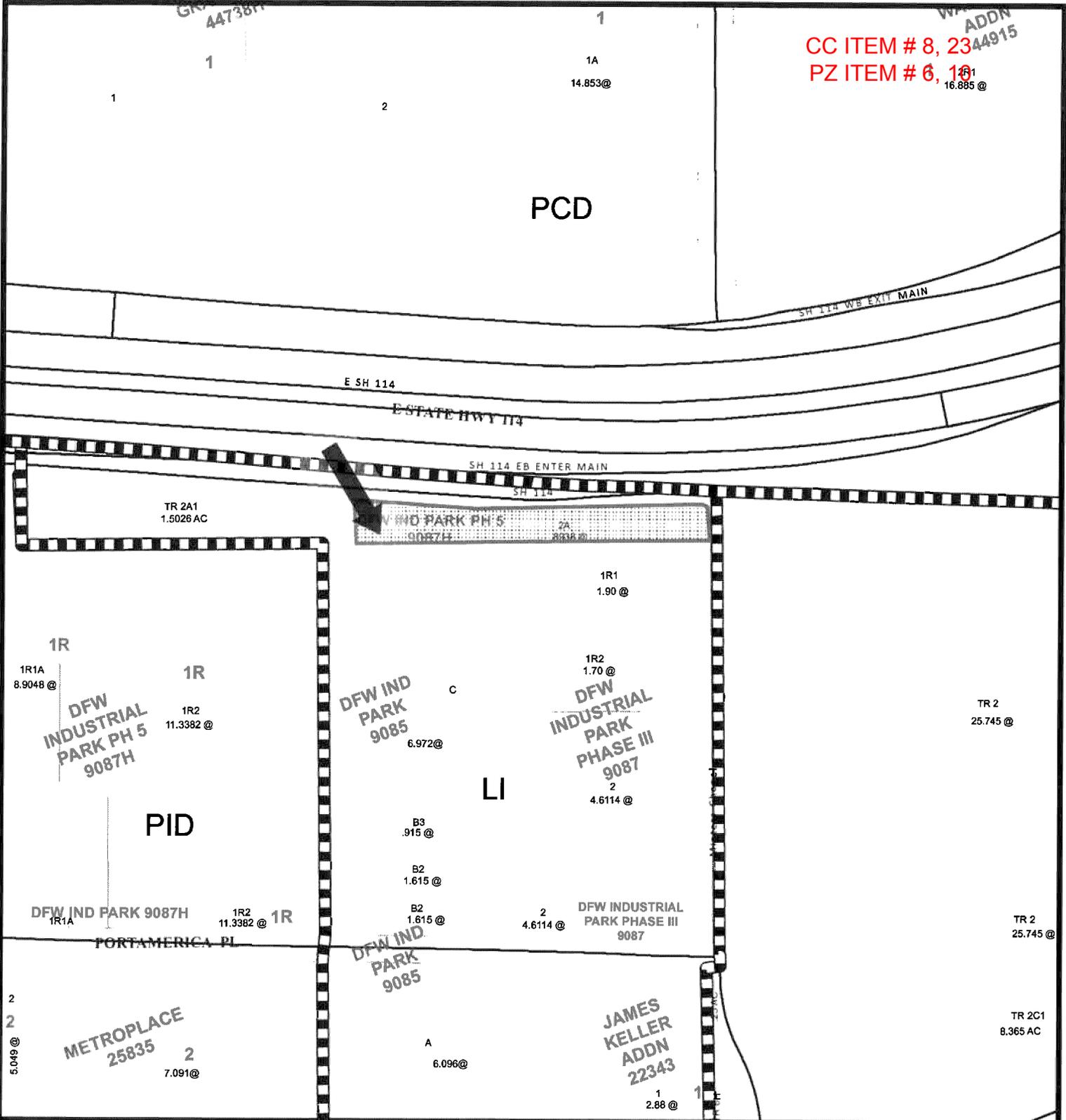
THOROUGHFARE PLAN APPLICATION:

Minters Chapel Road south of State Highway 114 is not a designated thoroughfare as shown on the City of Grapevine Thoroughfare Plan.

/at

CC ITEM # 8, 23
PZ ITEM # 6, 16
ADDN 44915
16.885 @

PCD



CU18-14 Clear Channel Outdoor

Date Prepared: 5/1/2018

This data has been compiled by the City of Grapevine IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



CU18-14



CITY OF GRAPEVINE

CONDITIONAL USE APPLICATION

Form "A"

PART 1. APPLICANT INFORMATION

Name of applicant / agent/company/contact

Clear Channel Outdoor, Inc./Judy Jamison

Street address of applicant / agent:

3700 E Randol Mill Rd

City / State / Zip Code of applicant / agent:

Arlington, TX 76011

Telephone number of applicant / agent:

817-412-7814

Fax number of applicant/agent

817-652-2995

Email address of applicant/agent

Mobile phone number of applicant/agent

817-676-2391

PART 2. PROPERTY INFORMATION

Street address of subject property

900 E State Hwy 114

Legal description of subject property (metes & bounds must be described on 8 1/2" x 11" sheet)

Lot 2A Block Addition DFW IND Park Phase 5 Addn

Size of subject property

0.841

Acres

36,629

Square footage

Present zoning classification:

LI

Proposed use of the property:

One 14' x 48' Back-to-Back V Digital Off-Premise Sign

Circle yes or no, if applies to this application

Outdoor speakers Yes No

Minimum / maximum district size for conditional use request:

n/a

Zoning ordinance provision requiring a conditional use: Section 43 Zoning Ordinance "Non Conforming Uses and Structures", Subsection (1) (4) and Section 60 Zoning Ordinance, Subsection (B) (2) (o)

PART 3. PROPERTY OWNER INFORMATION

Name of current property owner:

Clear Channel Outdoor, Inc.

Street address of property owner:

3700 E Randol Mill Rd

City / State / Zip Code of property owner:

Arlington, TX 76011

Telephone number of property owner:

817-640-4550

Fax number of property owner:

817-652-2995



- Submit a letter describing the proposed conditional use and note the request on the site plan document
- In the same letter, describe or show on the site plan, and conditional requirements or conditions imposed upon the particular conditional use by applicable district regulations (example: buffer yards, distance between users)
- In the same letter, describe whether the proposed conditional use will, or will not cause substantial harm to the value, use, or enjoyment of other property in the neighborhood. Also, describe how the proposed conditional use will add to the value, use or enjoyment of other property in the neighborhood.
- Application of site plan approval (Section 47, see attached Form "B").
- The site plan submission shall meet the requirements of Section 47, Site Plan Requirements.

- All conditional use and conditional use applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.
- All public hearings will be opened and testimony given by applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.
- Any changes to a site plan (no matter how minor or major) approved with a conditional use or conditional use permit can only be approved by city council through the public hearing process.
- I have read and understand all the requirements as set forth by the application for conditional use or conditional use permit and acknowledge that all requirements of this application have been met at the time of submittal.

PART 4. SIGNATURE TO AUTHORIZE CONDITIONAL USE REQUEST AND PLACE A CONDITIONAL USE REQUEST SIGN ON THE SUBJECT PROPERTY

Judy Jamison
 Print Applicant's Name: _____ Applicant's Signature: _____

The State of Texas
 County Of Tarrant

Before Me Teresa Ann Moore on this day personally appeared Judy Jamison
 (notary) (applicant)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 19th day of April, A.D. 2018.



 Notary In And For State Of Texas

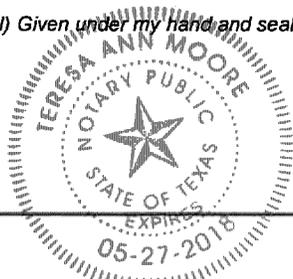
Judy Jamison for Clear Channel Outdoor, Inc.
 Print Property Owners Name: _____ Property Owner's Signature: _____

The State Of Texas
 County Of Tarrant

Before Me Teresa Ann Moore on this day personally appeared Judy Jamison
 (notary) (property owner)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 19th day of April, A.D. 2018.



 Notary In And For State Of Texas



ACKNOWLEDGEMENT

All Conditional Use and Special Use Applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.

All public hearings will be opened and testimony given by applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.

Any changes to a site plan (no matter how minor or major) approved with a conditional use or a special use permit can only be approved by city council through the public hearing process.

Any application for a change in zoning or for an amendment to the zoning ordinance shall have, from the date of submittal, a period of four months to request and be scheduled on an agenda before the Planning and Zoning Commission and City Council. If after said period of four months an application has not been scheduled before the Commission and Council said application shall be considered withdrawn, with forfeiture of all filing fees. The application, along with the required filing fee may be resubmitted any time thereafter for reconsideration. Delays in scheduling applications before the Planning and Zoning Commission and City Council created by city staff shall not be considered a part of the four month period.

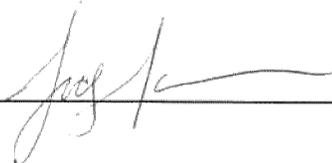
I have read and understand all of the requirements as set forth by the application for conditional use or special use permit and acknowledge that all requirements of this application have been met at the time of submittal.

Signature of Applicant _____

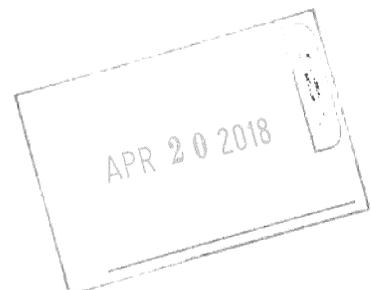


Date: 4/19/18

Signature of Owner _____



Date: 4/19/18





Planning & Zoning Staff
Development Services
Planning Division
200 S. Main Street
Grapevine, TX 76051

Re: Conditional Use Permit Application for Non-premise Sign at 900 E. State Highway 114

To Whom It May Concern:

Clear Channel Outdoor, Inc. is applying for a Conditional Use Permit to redevelop or alter its off-premise sign fronting State Highway 114. The redevelopment and alterations requested are necessitated from the right of way acquisition by the Texas Department of Transportation, as permitted by Section 43 and Section 60 of the Zoning Ordinance.

The sign will remain on the existing Clear Channel property at 900 E State Highway 114, as described in the attached site plan.

The sign will be redeveloped or altered as a back to back V, 14' x 48', 672 sq. ft. digital monopole sign, 50 feet in height, with a masonry pole cover/surround. The sign's operation will meet the requirements of the Zoning Ordinance for digital billboards.

The use of the parcel will continue unchanged; therefore, the effect on the property and surrounding area will remain unchanged. There is no other practical use for the remaining parcel; therefore, the value of the property will be preserved. The zoning for this parcel remains Light Industrial; therefore, the use is appropriate. The sign will continue to benefit the business community by providing affordable and effective advertising options that describe their goods and services to citizens and visitors.

Thank you for your consideration,

Judy Jamison
Real Estate Manager
Clear Channel Outdoor-DFW Division



ORDINANCE NO. 2018-045

AN ORDINANCE ISSUING CONDITIONAL USE PERMIT IN CU18-14 FOR LOT 2, DFW INDUSTRIAL PARK, PHASE 5 (900 EAST STATE HIGHWAY 114), TO ALLOW FOR A DIGITAL BILLBOARD SIGN 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); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, an application was made requesting issuance of a conditional use permit by making applications for same with the Planning and Zoning Commission of the City of Grapevine, Texas, as required by State statutes and the zoning ordinance of the City of Grapevine, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Grapevine, Texas, after all legal notices requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Grapevine, Texas, at a public hearing called by the City Council did consider the following factors in making a determination as to whether this requested conditional use permit should be granted or denied: safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the site; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages, noise producing elements, and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting, and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street locating spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewerage, schools, parks and other facilities; and

WHEREAS, the City Council of the City of Grapevine, Texas, at a public hearing called by the City Council of the City of Grapevine, Texas, did consider the following factors in making a determination as to whether this requested conditional use permit should be granted or denied; effect on the congestion of the streets, the fire hazards, panics and other dangers possibly present in the securing of safety from same, the effect on the promotion of health and the general welfare, effect on adequate light and air, the effect on the overcrowding of the land, the effect on the concentration of population, the effect on the transportation, water, sewerage, schools, parks and other public facilities; and

WHEREAS, all of the requirements of Section 48 of Ordinance No. 82-73 have been satisfied by the submission of evidence at a public hearing; and

WHEREAS, the City Council further considered among other things the character of the existing zoning district and its peculiar suitability for particular uses and with the view to conserve the value of buildings and encourage the most appropriate use of land throughout this City; and

WHEREAS, the City Council of the City of Grapevine, Texas, does find that there is a public necessity for the granting of this conditional use permit, that the public demands it, that the public interest clearly requires the amendment, that the zoning changes do not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Grapevine, Texas, does find that the conditional use permit lessens the congestion in the streets, helps secure safety from fire, panic and other dangers, prevents the overcrowding of land, avoids undue concentration of population, facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the City Council of the City of Grapevine, Texas, has determined that there is a necessity and need for this conditional use permit and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the property requested for a change since this property was originally classified and, therefore, feels that the issuance of this conditional use permit for the particular piece of property is needed, is called for, and is in the best interest of the public at large, the citizens of the City of Grapevine, Texas, and helps promote the general health, safety and welfare of this community.

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

Section 1. That the City does hereby issue 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 No. CU18-14 to allow for a digital

billboard sign, in a district zoned "LI" Light Industrial District Regulations within the following described property: Lot 2, DFW Industrial Park, Phase 5 (900 East State Highway 114) all in accordance with a site plan approved pursuant to Section 47 of Ordinance No. 82-73, attached hereto and made a part hereof as Exhibit "A", and all other conditions, restrictions, and safeguards imposed herein, including but not limited to the following: None.

Section 2. The City Manager is hereby directed to amend the official zoning map of the City of Grapevine, Texas, to reflect the herein conditional use permit.

Section 3. That in all other respects the use of the tract or tracts of land herein above described shall be subject to all the applicable regulations contained in said City of Grapevine zoning ordinance and all other applicable and pertinent ordinances of the City of Grapevine, Texas.

Section 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to secure safely from fire, panic, flood and other dangers; provide adequate light and air; to prevent overcrowding of land, to avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewerage, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, of the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

Section 5. This ordinance shall be cumulative of all other ordinances of the City of Grapevine, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

Section 6. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

Section 7. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 8. 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 final passage, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 15th day of May, 2018.

APPROVED:

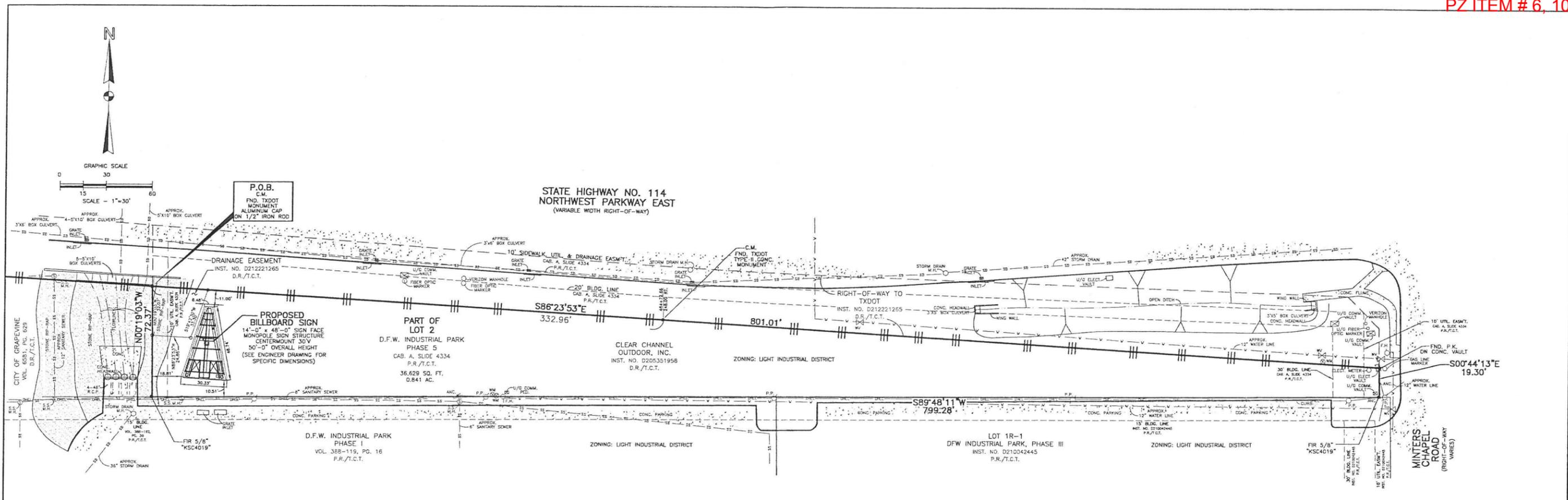
William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

City Attorney



SITE DATA TABLE

LOT 2 D.F.W. INDUSTRIAL PARK, PHASE 5 (AREA)
67,390 SQ. FT. ~ 1.547 ACRES (GROSS)
-30,761 SQ. FT. ~ 0.706 ACRES (DEDICATED FOR RIGHT-OF-WAY AS SHOWN)
36,629 SQ. FT. ~ 0.841 ACRES (NET)

- LEGEND:**
- P.O.B. ~ POINT OF BEGINNING
 - WM ~ WATER METER
 - WV ~ WATER VALVE
 - P.P. ~ POWER POLE
 - U/G ~ UNDERGROUND
 - R.C.P. ~ REINFORCED CONCRETE PIPE
 - ANC. ~ ANCHOR
 - S.S. ~ SANITARY SEWER
 - M.H. ~ MANHOLE
 - F.H. ~ FIRE HYDRANT
 - ~ DENIAL ACCESS LINE PER TXDOT
INST. NO. D212221265, D.R./D.C.T.



- NOTES:**
1. C.M. ~ Denotes Controlling Monuments.
 2. The Surveyor has not abstracted the record title and/or easements of the subject property. The Surveyor prepared this survey without the benefit of a title commitment and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property.
 3. The basis of bearing and elevation for this survey is the Texas State Plane Coordinate System, North Central Zone, 4202, based upon GPS measurements, according to the Leica GPS Reference Network.
 4. Revised 4/19/2018 to change size and height of proposed sign. Revised 5/1/2018 to add additional notes per City request. Field work has not been updated.
 5. Conditional Use Request CU18-14 is a request to allow a digital billboard.

LEGAL DESCRIPTION
Being a tract of land in the City of Grapevine, Tarrant County, Texas, and being the remainder of Lot 2, D.F.W. Industrial Park Phase 5, an addition to the City of Grapevine, according to the plat thereof recorded in Cabinet A, Slide 4334, of the plat records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod with aluminum cap marked TXDOT in the new south line of State Highway 114 (Northwest Parkway East right-of-way varies), also being the northeast corner of a tract of land conveyed to the City of Grapevine described in deed recorded in Volume 6581, Page 629, of the Deed Records of Tarrant County, Texas;

THENCE S. 86°23'53" E., with said new south line of State Highway 114, passing at a distance of 332.95 feet to a 1/2 inch iron rod with type II concrete TXDOT monument found for reference and continuing in all a total distance of 801.01 feet to a P.K. nail found on concrete vault at the intersection of the new south line of said State Highway 114 and the west line of Minters Chapel Road (right-of-way varies);

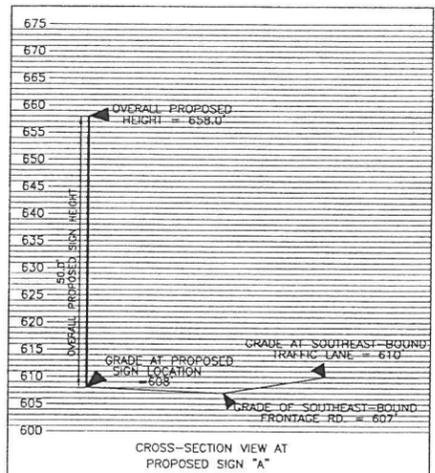
THENCE S. 00°44'13" E., with the west line of said Minters Chapel Road for a distance of 19.30 feet to a found 5/8 inch iron rod with cap marked "KSC4019" in the north line of Lot 1R-1, D.F.W. Industrial Park, Phase III, an addition to the City of Grapevine, according to the Plat thereof recorded in Instrument No. D210042445, of the Plat Records of Tarrant County, Texas;

THENCE S. 89°48'11" W., with the south line of said Lot 2, and the north line of said Lot 1R-1, and D.F.W. Industrial Park, Phase I, an addition to the City of Grapevine, according to the plat thereof recorded in Volume 388-119, Page 16, of the Plat Records of Tarrant County, Texas, for a total distance of 799.28 feet to a 5/8 inch iron rod found with cap marked "KSC4019" for corner in the east line of said City of Grapevine tract;

THENCE N. 00°19'03" W., with the east line of said City of Grapevine tract for a distance of 72.37 feet to the POINT OF BEGINNING and CONTAINING 36,629 square feet or 0.841 of an acre of land, more or less.

I, **M. L. Mitchell**, a Registered Professional Land Surveyor, hereby certify that the foregoing Plat was compiled from an accurate survey made on the ground under my personal supervision.

M. L. Mitchell
M. L. Mitchell
Registered Professional Land Surveyor
Registration No. 2617



NOTE:
Cross section is a sketch and does not show all improvements/surface changes between proposed sign and traffic lane. Also elevations shown are approximate and are taken from aerial contours on NCTCOG. This drawing is for approx. reference of relationship of proposed sign location and traffic lane.

OWNERS:
CLEAR CHANNEL OUTDOOR, INC.
3700 EAST RANDOL MILL ROAD
ARLINGTON, TEXAS 76011
JUDY JAMISON PH# (817)412-7814
JAKE SMITH PH# (817)412-7765

PREPARED BY:
KEETON SURVEYING COMPANY
H.B. KEETON M.S. "STEVE" KEETON
REGISTERED PROFESSIONAL LAND SURVEYOR
2037 DALWORTH STREET P.O. BOX 530204
GRAND PRAIRIE, TEXAS 75051-0204
EMAIL: ksc4019@sbcglobal.net
PHONE: (972) 641-0843 FAX: (972) 647-0154

CASE NAME: **Clear Channel**
CASE NUMBER: CU18-14
LOCATION: #900 EAST STATE HIGHWAY 114

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

SHEET: **1** OF **2**

APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.

DEPARTMENT OF DEVELOPMENT SERVICES

#900 E. STATE HIGHWAY 114
TAD ACCT.#07169787

DIMENSIONAL CONTROL SITE PLAN
FOR OUTDOOR BILLBOARD SIGN
BEING PART OF LOT 2
D.F.W. INDUSTRIAL PARK, PHASE 5
CITY OF GRAPEVINE
TARRANT COUNTY TEXAS

CASE NO. CU18-14

DATE: SEPTEMBER 28, 2015
REVISED: APRIL 19, 2018
REVISED: MAY 1, 2018

CASE NAME: Clear Channel
CASE NUMBER: CC18-018
LOCATION: 900 E. State Hwy. 114

RC ITEM # 8, 23
PZ ITEM # 6, 10

MAYOR _____ SECRETARY _____
DATE: _____

PLANNING AND ZONING COMMISSION
CHARIMAN _____

DATE: _____
SHEET: 2 OF 2

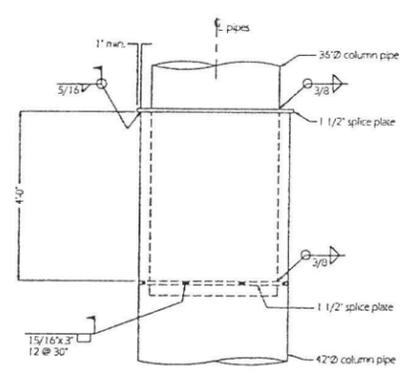
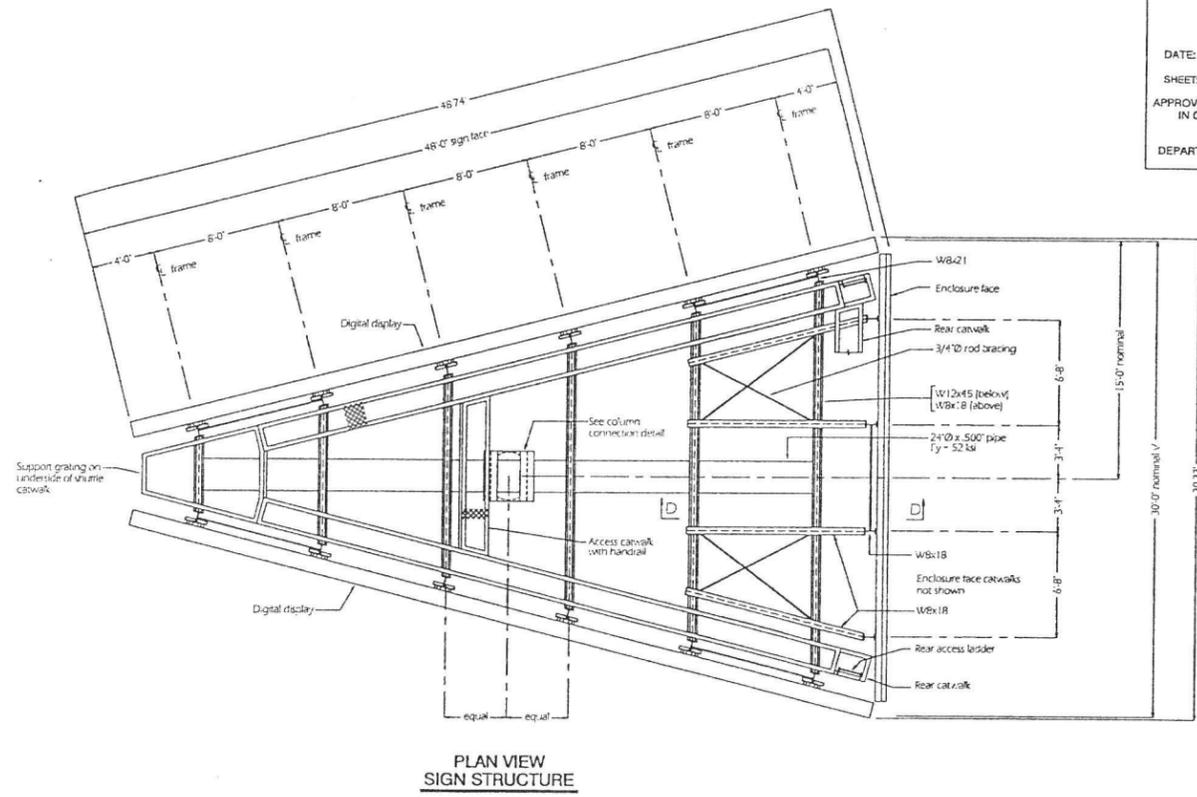
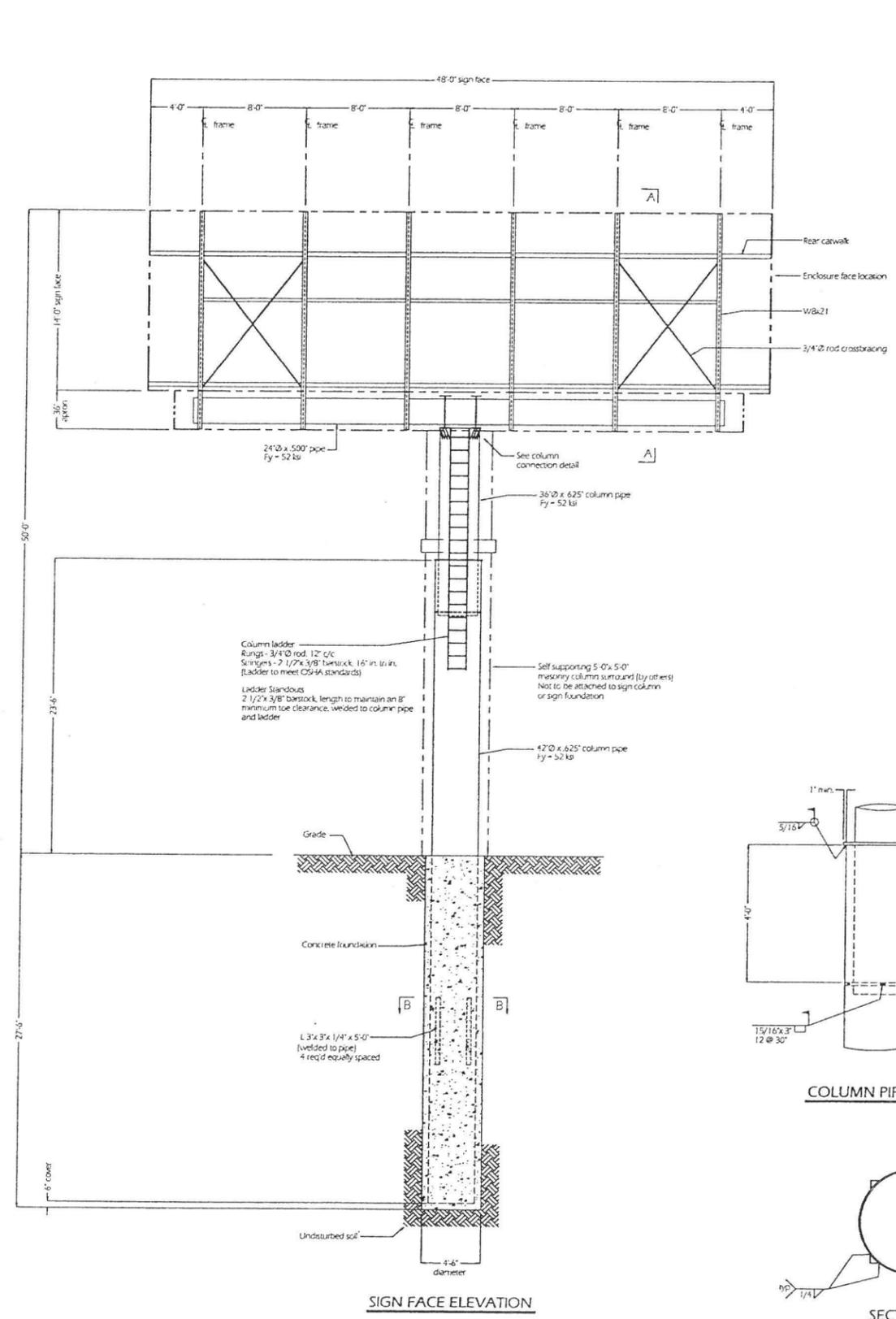
APPROVAL DOES NOT AUTHORIZE ANY WORK
IN CONFLICT WITH ANY CODES OR
ORDINANCES.

DEPARTMENT OF DEVELOPMENT SERVICES

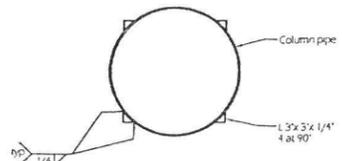
GRC ENGINEERING, INC.
5544 W. 147TH STREET
OAK FOREST, ILLINOIS 60452
708.489.0400

GRC Engineering, Inc.
Texas Registered
Engineering Firm
F-16843

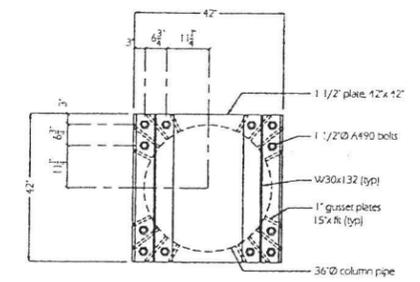
STATE OF TEXAS
GERALD R. CARSTENS
38220
LICENSED PROFESSIONAL ENGINEER



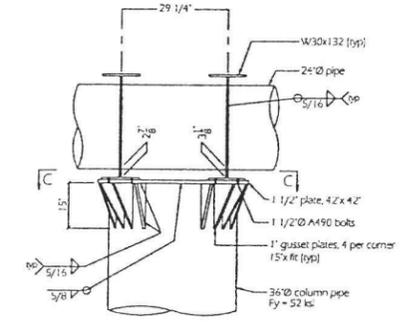
COLUMN PIPE SPLICE DETAIL



SECTION B-B



SECTION C-C



COLUMN CONNECTION DETAIL

NOTES

- Structural design conforms to the 2015 International Building Code.
- Design standard is ASCE 7-10.
- Superstructure can accommodate three digital displays.
- Sign designed for optional height increase to 65'.

WIND

- Design winds = 105 mph. (3 sec. gust) Exposure C.
- Structure is classified risk category 1.
- Wind importance factor - Iw = 1.0
- Design wind pressure is 33.5 p.s.f.

SEISMIC

- Seismic load importance factor: Ie = 1.0
- Structure is classified occupancy category 1.
- Mapped spectral response accelerations:
Ss = 0.131 g
S1 = 0.068 g
- Site class : D
- Spectral response coefficients:
Srs = 0.140
Srs = 0.110
- Seismic design category is A.
- Seismic basic force resisting system:
Non-buildings structure not similar to building - signs and billboards.
- Response modification factor : R = 3.
- Analysis procedure used: Equivalent lateral force method.

STEEL

- Structural steel pipe shall conform to ASTM A252 or API 5L, with grade that corresponds to the specified yield stress.
- Structural steel plate, rods, angles, and channels shall conform to ASTM A36.
- Structural steel wide flange shapes shall conform to ASTM A992.
- High strength bolts shall conform to ASTM A325 (unless noted otherwise)
- Nuts shall conform to ASTM A563.
- A325 bolts and nuts to be cadmium plated or galvanized.
- High strength A325 bolts shall be installed according to the latest RCSC specifications.
- Bolt holes shall be the AISC standard size (unless noted otherwise).
- All high strength bolts shall be fully pretensioned (unless noted otherwise).
- Steel shall be primed and painted, except for the embedded portions of members.
- Steel welding shall be in accordance with AWS standards.
- Steel members and elements of the structure shall be fabricated and erected according to the latest AISC specifications and standard practice.

FOUNDATION & CONCRETE

- Concrete shall attain a 28-day compressive strength of f'c = 3000 p.s.i.
- Soil boring by Gorrodona & Associates, Inc. - Project Number CC018-0118.

GENERAL

- The contractor shall verify all dimensions and conditions in the field and notify the engineer of any discrepancies.
- GRC Engineering, Inc. will not be supervising or monitoring the construction of the structure.
- This drawing is not to be reproduced, copied, or exhibited in any fashion without written permission of Quantum Structure & Design.

ENGINEER	DATE	REVISIONS	CAD	INC
DD	3-19-18	for approval		
01	4-10-18	revised		
02	4-18-18	revised		
03	4-23-18	revised		
04	5-1-18	revised		
05	5-7-18	revised clarifications		

QUANTUM
STRUCTURE & DESIGN

816.744.8663

CLEAR CHANNEL
OUTDOOR

14'-0" x 48'-0"
MONOPOLE SIGN STRUCTURE
CENTERMOUNT 30' V
50'-0" OVERALL HEIGHT
900 E. STATE HWY. 114
GRAPEVINE, TEXAS

CLIENT NO. 56-2484
GRC NO. 18-017-168
DRAWING NO. 56-2484
SHEET 1 of 3

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: MAY 15, 2018

SUBJECT: LANDSCAPE ARCHITECTURE SERVICES CONTRACT FOR SILVER LAKE PARK

RECOMMENDATION: City Council to consider awarding a landscape architecture contract to la terra studio, inc. for the landscape/irrigation plan and construction documents for Silver Lake Park and authorize staff to execute said contract.

FUNDING SOURCE: Funding is available in the Quality of Life fund, account 121-44540-415-013-000036, for an amount not to exceed \$299,250.

BACKGROUND: Mr. Patel and NewcrestImage have agreed to donate "Silver Lake" park to the City of Grapevine. The City has a unique opportunity to acquire 17 acres of parkland and a natural spring fed pond. The new park would enhance the parks and recreation services offered to Grapevine residents. The City would be in a good position to manage this natural area and expose residents and visitors alike to nature based programming.

The City has had initial visits with Texas Parks & Wildlife regarding the parkland acquisition. It is the opinion of the TPWD biologist that this asset would be best managed by the City. The creation of this park also would be considered very favorable for grant funding via Texas Parks & Wildlife.

To prepare for the next round of grant funding, it is in the best interest of the City to advance the design contract for the park. La terra studio worked with NewcrestImage on the Silver Lake development and produced the attached park master plan.

Staff recommends approval of this design contract to allow proper design development and timelines to meet grant funding opportunities through Texas Parks & Wildlife.

la terra studio 2712 swiss avenue, studio A, dallas, texas 75204 :: 214.749.0333 :: www.laterrastudio.com

EXHIBIT A Scope of Services

April 11, 2018

Kevin Mitchell

Director
Grapevine Parks and Rec
1175 Municipal Way
Grapevine, TX 76051

Re: Proposal for Professional Services
Silver Lakes Park Improvements
Grapevine, Texas
Agreement between Client and Landscape Architect

Dear Mr. Mitchell:

la terra studio, inc. is pleased to submit this proposal to provide Professional Services for the above referenced project.

ARTICLE 1 - AGREEMENT

This **Agreement** is made and entered into effect as of the day approved by the City of Grapevine's City Council.

Between the Landscape Architect's CLIENT:
City of Grapevine
1175 Municipal Way
Grapevine, TX 76051

and the LANDSCAPE ARCHITECT:
la terra studio, inc.
2712 Swiss Avenue, Studio A
Dallas, Texas 75204

For the following project:

Silver Lakes Park: a +/- 17 acre park located at Bass Pro Drive in the City of Grapevine, Texas

1.1 PROJECT TEAM:

The project team shall consist of the following partners:

- *la terra studio* – Prime consultant
- Urban Ecoplan – Civil Engineering
- Engineering Associates – Electrical, Plumbing and Mechanical Engineering
- Pierce Engineering – Structural Engineering
- Seth Heidman Irrigation Design and Consulting, LLC – Irrigation Design

ARTICLE 2 – BASIC SERVICES PART A - DESIGN

2.1 The LANDSCAPE ARCHITECT shall prepare design/construction documents and will provide bidding/construction related services associated with the implementation of improvements to Silver Lakes Park. This Proposal is based on an anticipated Construction budget of \$3,735,000.00 and the December 2017 approved masterplan.

2.1.1 Design Development shall include the following:

- Organization and facilitation of a tour with the CLIENT of the existing site.
- Organization and facilitation of a kick-off meeting with the CLIENT and stakeholders to identify major project objectives, confirmation of proposed improvements, establish a project schedule and identify potential issues.
- Attendance at design coordination meetings with the CLIENT.
- Preparation of design development drawings that identify the layout and configuration of planned improvements. Primary components of the design development drawings will be:
 - ^ Concrete Trails
 - ^ Soft Surface Trails
 - ^ Restroom (Pre-manufactured)
 - ^ Naturalized Stream
 - ^ Park Signage
 - ^ Boardwalks
 - ^ Pavilion (on the lake)
 - ^ Terraced Event Space
 - ^ Privative Camp Sites
 - ^ Public Parking
 - ^ Lake Overlook
 - ^ Water Fountains
 - ^ Fishing Pier
 - ^ Kayak Launch

Additional program elements may be added during the design development process.

- Presentations of more detailed design development solutions will be given to the CLIENT for review and feed-back. A preferred concept will be selected by the CLIENT and design team at this presentation.
- Preparation of a Design Development Package.
- Preparation of a revised opinion of probable construction cost.
- Assist the City in determining the construction delivery method.
- DELIVERABLES:
 - 50% Construction Documents for Review

2.1.2 Construction Documents:

Based on the approved schematic design concept and opinion of probable construction cost the LANDSCAPE ARCHITECT shall prepare construction documents. The construction document phase shall include the following:

- Preparation of construction drawings which shall include the following:
 - Existing condition and removal plans
 - Construction layout plans
 - Grading plans

- Landscape plans
 - Paving Plans (park road and parking lots) (Civil Engineer)
 - Irrigation plans
 - Storm drainage plans and drainage area map (Civil)
 - Utility plans (gas, water and sanitary sewer) (Civil)
 - Electrical and lighting plans, details and schedules (MEP)
 - Mechanical/Electrical/Plumbing plans, details and schedules (MEP)
 - Erosion control plan and details
 - SWPPP (Storm Water Pollution Prevention Plans)
 - Traffic Control Plans
 - Structural plans and details, and
 - Construction details.
- Submittal of construction documents for City review at the 90% and Final level of completion.
 - Preparation of updated opinion of probable construction cost which shall accompany the 90% and Final submittals.
 - Preparation of technical specifications and bid documents.
 - Attendance at staff meetings. Preparation of the necessary plan graphics to illustrate design progress for presentation to elected and appointed city officials.
 - Power point presentation to the City Council, the Planning and Zoning Commission and other Boards and Commissions in the City of Grapevine, if necessary. Preparation of the necessary plan graphics to illustrate design progress for these presentations.
 - Attendance at design coordination meetings with CLIENT.
 - City to submit a full-sized set of construction documents to the Texas Department of Licensing and Regulation or an Independent Contract Provider (RAS, Registered Accessibility Specialist) for *Texas Accessibility Standards* review. Based on this review, LANDSCAPE ARCHITECT shall revise the construction documents accordingly.
 - Prepare and submit the site plan submittal documents required by the CLIENT.
 - DELIVERABLES:
 - 90% and Final submittal - two (2) sets of 12"x18"half-size and One (1) set of full size 24"x36"drawings and at the 90% and Final Submittal one (1) bound copy of the technical specifications and bid documents.
 - ~ Bid Documents:
 - One (1) set of reproducible drawings
 - One set of unbound technical specifications
 - Bid Proposal Form
 - One file of the construction documents in electronic format. (AutoCAD and Word)
 - ~ TDLR / TAS: One (1) 24"x36" full size construction drawing set for TAS review submittal. la terra studio will coordinate with the City's Registered Accessibility Specialist (RAS).

2.1.3 Bidding services shall include the following:

- Response to contractor questions and preparation of necessary addendums.
- Preparation of Bidding Documents (Bid Form).
- Assistance in issuing public notices
- Work with City's purchasing department to incorporate City's bidding procedures into project delivery.
- Approve or deny vendor as-equal submittals
- Attendance at the pre-bid conference.
- Attendance at the bid opening.
- Review Bid proposals.

- Check contractor References.

2.1.4 Construction related services shall include the following:

- Attendance at the pre-construction conference.
- Review of contractor supplied submittals including modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for this project.
- Review of quality related items provided by the contractor such as construction material test reports, or other documentation required by the construction contract documents.
- Site visits during construction which shall include the following:
 - Periodic site visits at the request of the CLIENT, to observe contractor progress and plan compliance;
 - Punch-List Observation site visit;
 - Final Observation site visit to confirm completion of punch list items., and
 - Site visit at the end of the one (1) year warranty period to identify any warranty items needing resolution by the Contractor.
- Preparation of site visit reports for distribution to the CLIENT.
- Attendance at monthly contractor pay-application/progress review meetings.
- Construction administrative services, including preparation of proposal requests, change orders, response to *Requests for Information* and preparation of Landscape Architect's Supplemental Instructions.
- Participation in the Post-Construction Site Inspection performed by a Registered Accessibility Specialist (RAS).
- Record Drawings, including as-builts. Construction contractor to provide la terra studio with field changes identified on the official construction set. la terra studio will incorporate modifications into a final set once construction is completed.

ARTICLE 3 – ADDITIONAL SERVICES

- 3.1 The LANDSCAPE ARCHITECT may provide services beyond the **BASIC SERVICES** listed above upon written consent by the CLIENT. Additional services not currently included in the **BASIC SERVICES** include, but not limited to the following;

3.1.1 Additional Field Surveying

Preparation of a field survey of the proposed project site. la terra studio will have a Registered Professional land Surveyor perform a detailed field survey within the project area that needs additional detail due to insufficient information provided by NewCreast Images's original survey. The survey shall include information required to prepare a topographic map in AutoCAD with 1' vertical contours at a scale of 1"=20'. The survey shall include the following at the project area:

- Detailed survey layered into the existing survey provided by the City.
- Tree line for vegetated areas
- Tie control
- Visible utilities and existing improvements;
- Existing vegetation for trees six (6") inch caliper and larger that impact the design intent due to construction activity;
- Graphic depiction of the approximate location of underground utilities, and
- The Survey shall be prepared by a Registered Professional Land Surveyor holding a current license in the State of Texas.

- 3.1.2 Conveyance Improvement Plans
- 3.1.3 Hydraulic Analyses
- 3.1.4 404/Regulatory Submittals
- 3.1.5 Geotechnical Reports
- 3.1.6 TDLR / Registered Accessibility Specialist Services
- 3.1.7 Material Testing Services

ARTICLE 4 - STATEMENT OF JURISDICTION

4.1 The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.



TBAE
 P.O. Box 12337
 Austin, TX 78711-2337
 (512) 305 – 9000
<http://www.tbae.state.tx.us/active/home.html>

ARTICLE 5 – SUMMARY

- 5.1 *la terra studio, inc.* is pleased to submit this proposal to you for Professional Services. We appreciate your consideration and are excited about the opportunity to work together again. If you have any questions or need additional information, please feel free to call us. We look forward to the successful completion of this project.
- 5.2 By executing this Agreement, the LANDSCAPE ARCHITECT and CLIENT agree and accept the terms above.

LANDSCAPE ARCHITECT
 la terra studio, inc.

CLIENT
 City of Grapevine

 Signature:
 Name: **Michael Black, ASLA**
 Title: CEO
 Date: January 15, 2018

 Signature:
 Name:
 Title:
 Date: _____

EXHIBIT B

The CLIENT agrees to pay the LANDSCAPE ARCHITECT for the **BASIC SERVICES** listed above, a fee of: **\$299,250.00**
 ~ **Two Hundred Ninety Nine Thousand Two Hundred Fifty Dollars and zero cents.**

Basic Services

Design Development	\$115,000.00
Construction Documents	\$120,000.00
Bid Phase Services	\$ 6,250.00
Construction Phase Services	\$ 50,000.00
Reimbursable Expenses (not to exceed)	<u>\$ 8,000.00</u>
TOTAL BASIC SERVICES	\$299,250.00

Reimbursable expenses include: Reproduction of graphic renderings; postage, handling of documents; in-house plotting (review sets); city review sets, sets required by the city for plan approvals; courier services; and authorized travel expenses. la terra studio will provide (5) five full-sized plans to the construction contractor for use during construction at no charge to the construction contractor. Reimbursable expenses shall be billed at a rate of 1.1% and shall not exceed **\$8,000.00 in total expenses** without prior authorization from the CLIENT.

NOTE: la terra studio will provide contractors with construction document sets for a non-refundable fee that is charged to the construction contractor at time of pick-up.

The LANDSCAPE ARCHITECT shall bill the CLIENT monthly based on percentage of services completed during the 30 days prior. All payments are due to LANDSCAPE ARCHITECT **upon receipt** of invoice. An amount equal to 10% of invoice per month shall be charged on all amounts due more than 30 days after the date of invoice.

Park Amenities:

1. Trail Connection to City Wide System



2. Soft Surface Nature Trails



3. Restroom



4. Naturalized Stream with Waterfall



5. Park Signage



6. Boardwalks & Trail Overlooks



7. Pavilion on the Lake



8. Terraced Event Spaces with Seating & Shade Structures



9. Primitive Camping



Park Amenities Cont.:

10. Public Parking (24 Spaces)



11. Lake Overlook



12. 6.2 Acre Lake Max. Depth: 23.4'



13. Lake Fountains (3 Total)



14. Fishing Pier



15. Kayak, Canoe & Paddle Boat Launch



16. Ropes Course/Zipline



Park Information:

Area North of Bass Pro Drive: 15 Acres

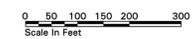
Area South of Bass Pro Drive: 2 Acres

Total Park Area: 17 Acres



Silver Lake Park Masterplan

December 2017



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: MAY 15, 2018

SUBJECT: APPROVAL OF A RESOLUTION TO ESTABLISH AN INTERLOCAL AGREEMENT WITH THE CITY OF COLLEYVILLE

RECOMMENDATION: City Council to consider a resolution authorizing an interlocal agreement between the City of Colleyville and the City of Grapevine for fiber optic cable installation in the City of Colleyville.

FUNDING SOURCE: This action will have no material effect on City funds.

BACKGROUND: This request is for approval of an Interlocal Agreement (ILA) between the City of Colleyville and the City of Grapevine in order to participate in fiber optic cable installation in Colleyville by the City of Grapevine staff. The City is authorized by the Interlocal Cooperation Act Texas Government Code, Chapter 791, and Texas Local Government Code, Section 271.101 and 271.102, to enter into interlocal agreements for the performance of governmental functions and services.

Purpose of the ILA

Facilitate the construction and installation of a joint conduit and fiber system

Maximize shared route with GCISD for cost savings

Colleyville Construction Responsibility

Provide reasonable access to Colleyville right-of-way

Provide any permitting required for right-of-way

Provide locations for bedding gravel and excavation spoils storage

Provide personnel to help with fiber pull after construction

Grapevine Construction Responsibility

Install Fiber Conduit System within the Colleyville right-of-way

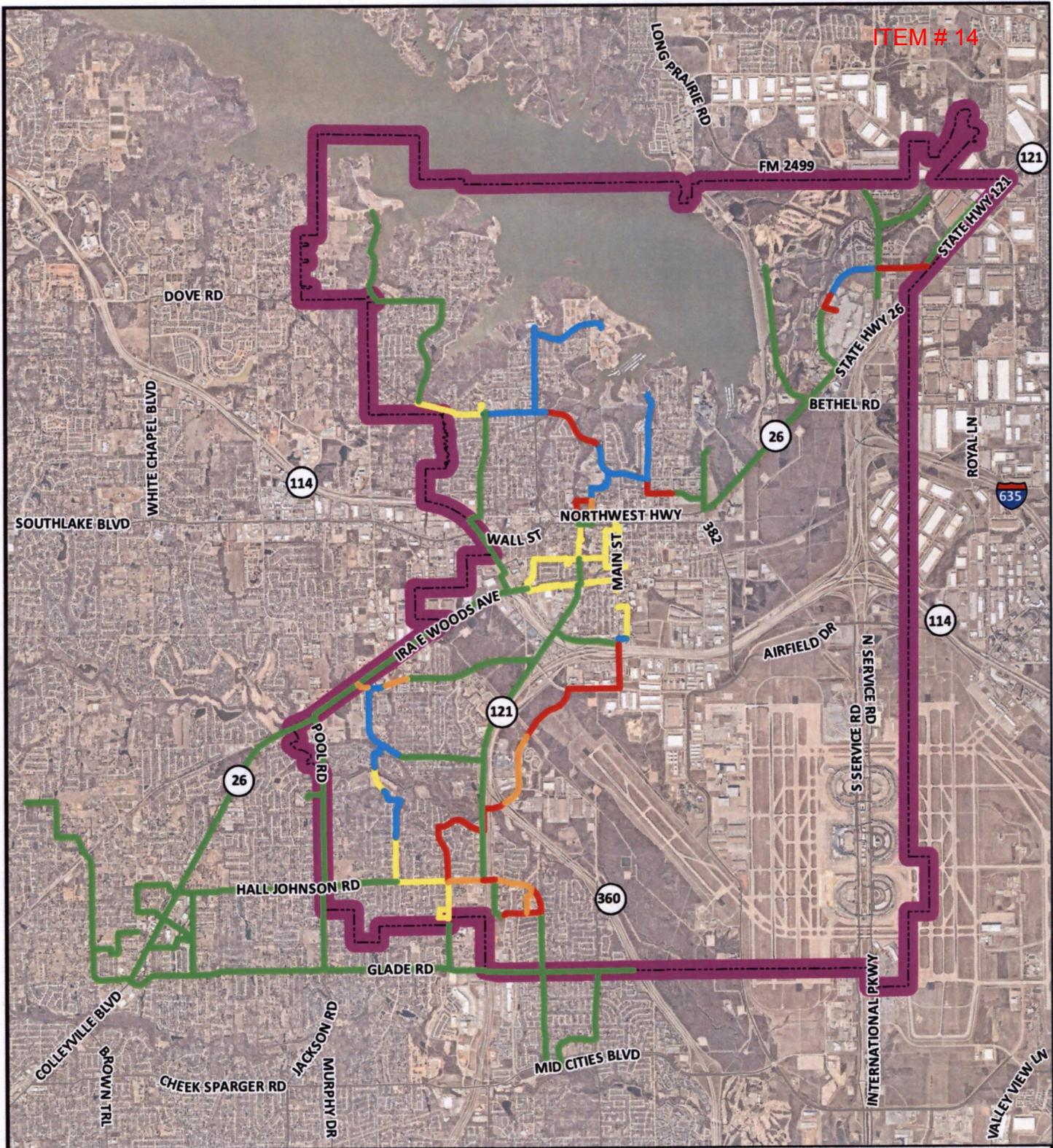
Back-fill and level all excavated ground and clean work area

Repair of any damaged conduit system during installation

All costs related to fiber installation in Colleyville will be recovered. Colleyville's participation is estimated to be \$528,929.75

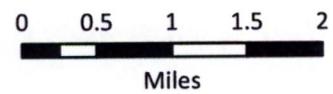
Staff recommends approval.

LPF/TA



FIBER PROJECT STATUS

April 2018



- Installed 2016
- Installed 2017
- Installed 2018
- Currently Working On
- Proposed
- Grapevine City Limits



RESOLUTION NO. 2018-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF COLLEYVILLE 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 271.102 and Interlocal Cooperation Act Texas Government Code, Chapter 791 to enter into interlocal agreements with other qualified entities in the State of Texas; and

WHEREAS, the City of Colleyville is a qualified entity as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has requested to enter into an interlocal agreement with the City of Colleyville for fiber optic cable installation by the City of Grapevine in the City of Colleyville; and

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council deems the adoption of this resolution to be 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 hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. That the City Manager or his designee is authorized to take all steps necessary to consummate an interlocal agreement with the City of Colleyville.

Section 3. 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 15th day of May, 2018.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS
INTERLOCAL AGREEMENT BETWEEN THE CITY OF COLLEYVILLE AND
THE CITY OF GRAPEVINE FOR FIBER OPTIC CABLE INSTALLATION
BY THE CITY OF GRAPEVINE IN THE CITY OF COLLEYVILLE

This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between the **CITY OF COLLEYVILLE** (hereinafter "Colleyville") and the **CITY OF GRAPEVINE** (hereinafter "Grapevine"), which are both home rule municipal corporations and political subdivisions of the State of Texas. Colleyville and Grapevine are referred to herein as individually as a "Party" and collectively as the "Parties." There are no other parties to this Agreement; however, both Colleyville and Grapevine acknowledge that the Interlocal Agreement Between Colleyville and GCISD for Fiber approved by Colleyville's City Council on March 7, 2017 has a practical relationship to this Interlocal Agreement between Colleyville and Grapevine to the extent that some of the facilities referred to below will be constructed, at least in part, for the benefit of GCISD.

RECITALS

WHEREAS, Grapevine and Colleyville desire to execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, and in accordance with purchasing statutes regulating the Parties and subject to availability of current revenues; and

WHEREAS, the Interlocal Cooperation Act authorizes governmental entities to enter into Interlocal cooperation agreements for administrative and governmental functions and services; and

WHEREAS, Grapevine and Colleyville agree that both Parties shall make payments for the performance of governmental functions or services under this Agreement from current revenues then available to the paying Party; and

WHEREAS, the Colleyville and Grapevine desire to install, have, and maintain a fiber optic conduit system to carry out their respective governmental functions and each have determined it necessary and beneficial to share a common conduit system within their respective public rights-of-way where practicable; and

NOW, THEREFORE, for and in consideration of performance of the mutual covenants, obligations, and undertakings of and by each of the respective Parties to this Agreement, Grapevine and Colleyville agree as follows:

I.
DEFINITIONS

Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

"Access Point" shall mean the area immediately surrounding a Pull Box facility and/or other facility location where one Party's responsibility for the Conduit System Facilities ends and other Party's begins.

"Colleyville" shall mean the City of Colleyville, Texas.

"Grapevine" shall mean the City of Grapevine, Texas.

"GCISD" shall mean the Grapevine-Colleyville Independent School District.

"GCISD Agreement" shall mean the Interlocal Agreement between Colleyville and GCISD for Fiber approved by Colleyville's City Council on March 7, 2017, a copy of which is attached hereto as Exhibit E. Colleyville and Grapevine hereby acknowledge and agree that any use of the term "Contractor" in the GCISD Agreement or between the parties to this Agreement shall not change Grapevine's status as a municipal corporation and political subdivision of the State of Texas in this Agreement with the same governmental immunity and equal position as a governmental entity as enjoyed by Colleyville.

"Conduit System" shall mean the entire conduit system, including the Facilities as defined herein, to be installed and maintained for the benefit of Colleyville and GCISD as depicted in the map attached hereto, and incorporated herein, as Exhibit A. The portion of the Conduit System located on Colleyville's real property shall be owned and maintained by Colleyville and GCISD subject to the GCISD Agreement and subject to the right of Grapevine to pull sufficient fiber optic cable through the conduit system to connect public safety radio sites located in Grapevine and Colleyville.

"Equipment" shall mean the tools, machinery, and motor vehicles used to install the conduit system, including equipment such as a bore rig, trucks, back trailer, fiber pulling equipment, or other such machinery or equipment.

"Effective Date" shall mean the date this Agreement bears the signatures of the authorized representatives of all of the Parties, whether on one or multiple counterparts.

"Expiration Date" shall mean the last date of the Initial Term or Renewal Term of this Agreement, as the case may be.

"Fiber" or "Fiber Optic" shall mean the optics of light transmission through very fine, flexible glass rods by internal reflection.

"Facilities" shall mean the physical facilities comprising the Conduit System, including any conduit, fiber optic strands, hand holes, or manholes used for the Conduit System, trunk lines, pull boxes or any other part of the fiber optic system.

"Glade Road Project" shall mean the installation of fiber conduit facilities to occur within Colleyville along the portion of Glade Road located in Colleyville from a starting point beginning at the western side of its intersection with Bransford Road and extending to the eastern side of its intersection with Manning Drive. Colleyville shall be solely responsible for hiring the contractor and administering the work for the Glade Road Project.

"Highway 26 Project" shall mean the installation of fiber conduit facilities to occur within Colleyville along the entire portion of Highway 26 located within Colleyville upon which TxDOT performs the installation of the fiber conduit facilities.

"Project" shall mean the installation of the Conduit System in Colleyville pursuant to the terms of this Agreement.

"Pull Box" and **"Access Point"** have the same meaning and are defined to mean the location of the point in the ground nearest the facility where the responsibilities of the "Conduit System" end and begin depending on the Party identified.

"Rights-of-Way" shall mean the rights-of-way and/or other real property interest within the incorporated limits of Colleyville where Colleyville has lawful access to install and maintain Colleyville utilities, including the Conduit System.

"TxDOT" shall mean Texas Department of Transportation, including its authorized contractors, licensees and/or agents.

II. PURPOSE

The purpose of this Agreement is to memorialize both Parties' mutual agreement for Grapevine to construct and install; Colleyville to fund and maintain; and both Parties to use a common Conduit System for fiber optic cable within Colleyville's territorial jurisdiction.

III.
RIGHTS OF THE PARTIES; PROJECT LOCATION

3.1 Ownership of Conduit System. Except as otherwise provided in this Agreement, Colleyville and GCISD shall jointly own the Conduit System, including the conduit, fiber optic lines, and other Facilities installed pursuant to this Agreement that are also subject to the GCISD Agreement and subject to the right of Grapevine to pull sufficient fiber optic cable through the conduit system to connect public safety radio sites located in Grapevine and Colleyville. Where two or more conduits exist within the jointly owned areas of the Conduit System, both Colleyville and GCISD shall have sole ownership of one (1) complete conduit and may agree to divide ownership of any additional remaining conduits pursuant to the GCISD Agreement. Colleyville's ownership of the Conduit System shall terminate at each designated Access Point located in Colleyville's right-of-way, outside a GCISD building. Colleyville's ownership of the Conduit System and all previously referenced parts of same shall not extend into the territorial jurisdiction of Grapevine.

3.2 Conduit System for Colleyville, GCISD, and Grapevine Use Only. The Conduit System in Colleyville shall be exclusively used by Colleyville and GCISD, and by Grapevine to the extent necessary to connect public safety radio sites located in Grapevine and Colleyville.

3.3 Project Location. Both Parties have identified the best routing for the Conduit System which is depicted on the map attached hereto as Exhibit "A." Both Parties understand and agree that the Committee identified in the GCISD Agreement may review and amend this map on an ongoing basis prior to and during the Term of this Agreement.

3.4 Rights-of-way. Colleyville shall provide Grapevine with reasonable access to Colleyville's Rights-of-Way for the installation of the Conduit System at all locations where there is no conflict with existing users and there is available space. Grapevine shall not be responsible for acquiring additional rights-of-way, easements, or other property rights wholly located outside of the incorporated limits of Grapevine in order to install the Conduit System. Colleyville has and will have exclusive control over the rights-of-way directly related to this Agreement. Colleyville and Grapevine will coordinate conduit locations within the designated Rights-of-Way. Colleyville will provide Grapevine with a single point of contact for managing Rights-of-Way issues.

3.5 Access Points. The locations of all of Colleyville's Access Points shall be designated by Colleyville in consultation with Grapevine. The locations of all GCISD's Access Points shall be designated by GCISD in consultation with Grapevine and pursuant to said Interlocal Agreement between Colleyville and GCISD. Notwithstanding the foregoing, Grapevine shall not be required to install Access Points in any location deemed by

Grapevine to require unreasonable costs. Each Access Point will generally consist of a Pull Box or similar access facility within a Colleyville Right-of-Way at or near Colleyville or GCISD's building and/or real property. Pulling of fiber optic cable from each Access Point designated by Colleyville to the termination point shall be Colleyville's responsibility. Pulling of fiber optic cable from each Access Point designated by GCISD to the termination shall be GCISD's responsibility.

3.6 Parties to be Independent. It is understood and agreed by and between the Parties that each, in satisfying the conditions of this Agreement, is acting independently, and that neither assumes responsibility or liability to any third party in connection with these actions. All work to be performed by Grapevine pursuant to this Agreement shall be in the capacity of an independent local governmental entity, and not as an agent or employee of Colleyville or GCISD. Each Party shall supervise the performance of its own personnel and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

IV. PROJECT SPECIFICATIONS

4.1 Specifications. The Conduit System Facilities shall conform with specifications provided in Exhibit "B" attached hereto.

4.2 Installation. Grapevine shall perform installation for the Project, including the two (2) conduits, the vaults on the main conduit trunk line to provide access to the conduits, and shall pull the fiber through the conduit assigned to Colleyville and to GCISD. Grapevine will pull fiber optic cable through the conduits to the pull boxes and access points for up to six (6) months after completion of the installation of the conduits in Colleyville. Colleyville shall, upon request and seven (7) days prior written notice, provide bedding gravel from a location in Colleyville and an operator with equipment to load the bedding gravel into a dump truck operated by Grapevine. Grapevine shall unload the bedding gravel from the dump truck as needed at Project sites. Colleyville shall provide one or more locations in Colleyville where excavation spoils from Project sites can be dumped. Grapevine shall transport and dump the excavation spoils from Project sites to the location designated by Colleyville. Upon request and seven (7) days prior written notice by Grapevine, Colleyville will provide up to five (5) Colleyville personnel, subject to availability, to assist Grapevine personnel in pulling fiber optic cable through the conduit systems installed in Colleyville or Colleyville may pay for temporary labor reasonably required pull fiber optic cable through the conduit systems and such payment shall be separate and apart from the Dedicated Fund and funds specified in Exhibit "C". It is anticipated that such assistance will continue for up to five days at a time. Such Colleyville personnel that are provided shall at all times remain the responsibility of and the employees of Colleyville.

4.3 Restoration. Upon completion of each portion of the Conduit System as specified in Exhibit "B", Grapevine shall back-fill and level the ground for all of the Project's holes and clean the work area. Colleyville shall be responsible for any further Project restoration including sod replacement. Restoration work under this Agreement shall comply with the applicable specifications in Exhibit B. Colleyville shall, upon reasonable request and prior written notice, provide back-fill material to Grapevine for use on this Project at a location in or reasonably near Colleyville and Colleyville shall provide an operator with the necessary equipment or machinery to load the back-fill material into a Grapevine truck.

4.4 System Compatibility. Colleyville will ensure that the portions of the Conduit System installed within Colleyville's Rights-of-Way located within both the Glade Road and Highway 26 Project locations are compatible with the Conduit System to the extent necessary for Colleyville and GCISD to be able to connect and run their respective Facilities throughout those locations. Colleyville shall be responsible for the work and costs associated with any modifications to the Conduit System located within Colleyville's Rights-of-Way in these two locations to the extent necessary to ensure such compatibility. Colleyville shall have sole discretion to determine the scope and work to be performed in connection with Colleyville's obligations under this Section 4.4.

4.5 Equipment. Equipment required for installation shall be acquired by Grapevine. Equipment for the repair and maintenance of Colleyville buildings shall be the responsibility of Colleyville. Equipment identified as part of the fiber project that will be used for the installation of conduit and fiber optic cable is described in Exhibit "D". The cost of additional equipment required outside of Exhibit "D" will be Colleyville's sole expense.

4.6 Standard of Care. Grapevine shall use commercially reasonable care while performing the work under this Agreement.

4.7 Permitting. Colleyville will be responsible for applying for any required permits or licenses or other permission that may be required; however, if required by the permitting agency, both Colleyville and GCISD will sign, when necessary, any required permit application. Both Colleyville and GCISD will share in initial or ongoing costs for any required permits, license or other permission that may be required. Grapevine will not be responsible for any cost related to permits required for the Project within the territorial jurisdiction of the City of Colleyville.

V.**MAINTENANCE & REPAIR SERVICE; COST APPORTIONMENT**

5.1 Responsibility for Location Services. During the Term of this Agreement and subject to Exhibit "C" of this Agreement, Colleyville and GCISD will coordinate and provide all location services. Colleyville may enter into an agreement with a third party to provide such services, the terms of which shall be at Colleyville's sole discretion and expense.

5.2 Maintenance, Damage and Repair Generally. Colleyville shall be responsible for the general maintenance and repair cost for all Conduit System Facilities located on Colleyville property, provided, Grapevine shall be responsible for repairs associated with any damages caused by the acts or omissions of Grapevine to any portion of the Conduit System during installation of the Conduit System on Colleyville and/or GCISD property until any given portion of the Conduit System is completed. As portions of the Conduit System are completed, Grapevine's responsibility for repair of any completed portions of the Conduit System will end. A portion of the Conduit System, as specified in writing by Grapevine, will be considered completed when the specifications in Exhibit B for said portion of the Conduit System have been substantially met and the work has been accepted, in writing, by Colleyville; provided, that such acceptance shall not be unreasonably withheld.

5.3 Damage After Completion of Grapevine's Work. During the term of this Agreement, if any portion of any of the Conduit System in Colleyville's Right of-Way is damaged after Grapevine's work on that portion of the Conduit System was completed, Colleyville shall be responsible for hiring its own contractor to perform all required repairs. A portion of the Conduit System will be considered completed when the specifications in Exhibit B for that portion of the Conduit System have been substantially met.

VI.**PROJECT ADMINISTRATION; COMPENSATION**

A Dedicated Fund and a Committee to administer this Project have been established under the terms and conditions set forth in Article VI of the GCISD Agreement attached as Exhibit E. Project schedules, payment terms, and all other administrative matters not expressly addressed in this Agreement shall be administered by the Committee in accordance with the relevant provisions contained in Exhibit "C" of this Agreement.

VII. DISPUTE RESOLUTION; MEDIATION

7.1 Dispute Resolution. The Parties agree that the Parties will attempt to resolve disputes relating to the Project and this Agreement in the following manner: (i) first the Parties will meet in the Committee to attempt resolution; (ii) if no resolution is achieved by the Committee, the dispute will be heard at a meeting of each Parties' City Manager or designee; (iii) if no resolution is achieved after the dispute is heard by the designated parties designees, then the dispute will be heard by an independent mediator; and (iv) if no resolution is achieved after meeting with a mediator, then the dispute will be resolved in the appropriate Court. Either Party may proceed directly to Court if this dispute process would unduly delay or interfere with the Party's timely filing of one or more causes of action in court.

7.2 Mediation. Should mediation occur, the Parties shall agree on the mediator to be used and each Party agrees to equally share the cost for the mediator's services. Each Party is responsible for its own expenses related to mediation, including legal representation.

VIII. TERM & TERMINATION

8.1 Term. The Initial Term of this Agreement shall begin on the Effective Date and shall end the earlier of the date of completion of the Project or four (4) years from the Effective Date, unless earlier terminated in accordance with the provisions contained herein. The Parties may agree to one or more one (1) year renewal terms of this Agreement (each a "Renewal Term") by mutual written agreement any time prior to the Expiration Date.

8.2 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following events:

- (a) by written mutual agreement of both Parties; or
- (b) by either Party, after thirty (30) days written notice to the other Party, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligations under this Agreement in each Party's approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing approved budget; or

- (c) by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) calendar days after written notice thereof; provided however, if such breach cannot reasonably be cured within such thirty (30) day period, such breaching Party shall be allowed additional time (not to exceed thirty (30) additional calendar days) to cure such breach, so long as the breaching Party begins the cure within the initial thirty (30) calendar days and diligently pursues the cure to completion within sixty (60) calendar days after written notice of such breach; or
- (d) through no fault of Colleyville, Grapevine has performed no work on the Project for a period of twelve (12) consecutive months after the installation work of the Agreement has begun on the real property of Colleyville.

8.3 Refund Upon Termination. In the event that this Agreement is terminated by Colleyville pursuant to Section 8.2(c) or (d) above, neither Grapevine nor the Committee shall be entitled to receive any subsequent annual payments under this Agreement. Except as otherwise provided in this Article, including section 8.4 below, Grapevine and the Committee shall have no obligation to refund to Colleyville any annual amount (or portion thereof or interest accrued thereon) previously paid by Colleyville to the Dedicated Fund.

8.4 Rights Upon Termination. Upon expiration or termination of this Agreement for any reason, Colleyville and Grapevine shall retain ownership of their respective rights and obligations as set forth herein. A full and final accounting of all funds and expenditures in the Dedicated Fund, established pursuant to Article VI of this Agreement, shall be completed and all remaining net balances and/or remaining obligations owed hereunder shall be distributed and/or allocated accordingly within ninety (90) days of the Expiration Date or termination of this Agreement, as the case may be.

IX. MISCELLANEOUS

9.1 Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties are as follows:

If to Colleyville, to: City Manager
 Colleyville City Hall
 100 Main ST
 Colleyville, TX 76034

If to Grapevine, to: City Manager
 Grapevine City Hall
 200 S. Main ST
 Grapevine, TX 76051

9.2 Governing Law and Venue. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall only lie in State of Texas District Courts in Fort Worth, Tarrant County, Texas. The Parties hereby affirmatively agree to submit to the personal and subject matter jurisdiction of said courts.

9.3 Party Responsibility. To the extent allowed by law, and without waiving any governmental immunity available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or otherwise tortious acts or omissions in the course of performance of this Agreement. The covenants, obligations and liabilities of the Parties shall be several and not joint or collective. Each of the Parties shall be individually responsible for its own covenants, obligations and liabilities herein. It is not the intention of the Parties to create, nor shall this Agreement be construed as creating a partnership, association, joint venture or trust, as imposing a trust or partnership covenant, obligation or liability on or with regard to any of the Parties.

9.4 Immunity. It is expressly understood and agreed that, in the performance of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement. The Parties expressly acknowledge and agree that the construction, operation, and use of the Facility constitute a governmental function pursuant to the Texas Tort Claims Act, as amended.

9.5 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

9.6 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. In the case of any conflict between this Agreement and the Exhibits, this Agreement shall govern.

9.7 Recitals. The recitals to this Agreement are incorporated herein.

9.8 Amendment. This Agreement may only be amended by the mutual, written agreement of both Parties.

9.9 Questions from the Public; Public Information Act Request. Colleyville acknowledges that it is Colleyville's responsibility to respond to questions or concerns expressed by Colleyville's citizens on any issues related to the Project including, but not limited to, general questions or concerns about the Project, its construction/installation schedule, and the type or quality of work being performed to carry out the terms and conditions of this Agreement. Notwithstanding the foregoing, both Parties agree to comply with Chapter 552 of the Texas Public Information Act.

9.10 Severability. In the event, any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

9.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.12 Assignment. Neither Party may assign, transfer, or otherwise convey this Agreement without the prior written consent of the other Party.

9.13 Consents. Unless expressly stated otherwise, whenever the consent or the approval of a Party is required herein, such Party shall not unreasonably withhold, delay, or deny such consent or approval.

9.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

9.15 Source of Payment. Each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party or from funds otherwise lawfully available to the Party for use in the payment of the Party's obligations pursuant to this Agreement.

9.16 Purchasing. The Parties agree that each Party shall abide by any and all competitive purchasing laws applicable to the Party initiating the construction, maintenance or repair of the system. The Parties further agree that all payments shall be from the designated fund.

9.17 Force Majeure. No Party shall be liable to any or all of the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

9.18 No Additional Participating Parties. No additional parties or other governmental entities may become parties under the terms of this Agreement.

9.19 Insurance. It shall be each Party's individual responsibility to obtain any and all insurance coverage necessary for the Project.

9.20 Captions. The captions to various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

9.21 Contra Proferentem. The legal doctrine of *contra proferentem* shall not apply to this Agreement and therefore any ambiguity in the terms of this Agreement shall not be interpreted against the author or draftsman of this Agreement. Both Parties affirmatively acknowledge that each has had the opportunity to consult with their respective legal counsel.

9.22 Authority to Execute. Both individuals executing this Agreement on behalf of their respective Parties below represent to each other and to others that all of the appropriate and necessary actions have been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears; that there are no other parties or entities required to execute this Agreement in order for this Agreement to be an authorized and binding contract on the Party for whom the individual is signing this Agreement; that each individual affixing his or her signature hereto is lawfully authorized to do so and that such authorization is valid and effective on the date that the individual signs this Agreement on the following page.

EXECUTED hereto on the date(s) shown below.

City of Grapevine, Texas

City of Colleyville, Texas

By: _____
William D. Tate, Mayor

By: _____
Richard Newton, Mayor

Attest:

Attest:

Tara Brooks
Grapevine City Secretary

Christine Loven
Colleyville City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

John F. Boyle, Jr.
City Attorney
Boyle & Lowry, LLP

Whitt L. Wyatt
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith L.L.P.
(WW:3042:3.29.18:96341v4)

LIST OF EXHIBITS

- Exhibit A – Conduit System Map
- Exhibit B – Specifications of the Conduit System Installation
- Exhibit C – Conduit and Fiber Systems Estimates
- Exhibit D – Fiber Project Equipment
- Exhibit E – GCISD Agreement
- Exhibit F – ILA between Grapevine and GCISD referenced in Exhibit E

**EXHIBIT A
CONDUIT SYSTEM MAP**

90th Lane
Woodhurst Lane
Boulevard

at Lane
d Cove
ross Way
ak Clearing

Continent

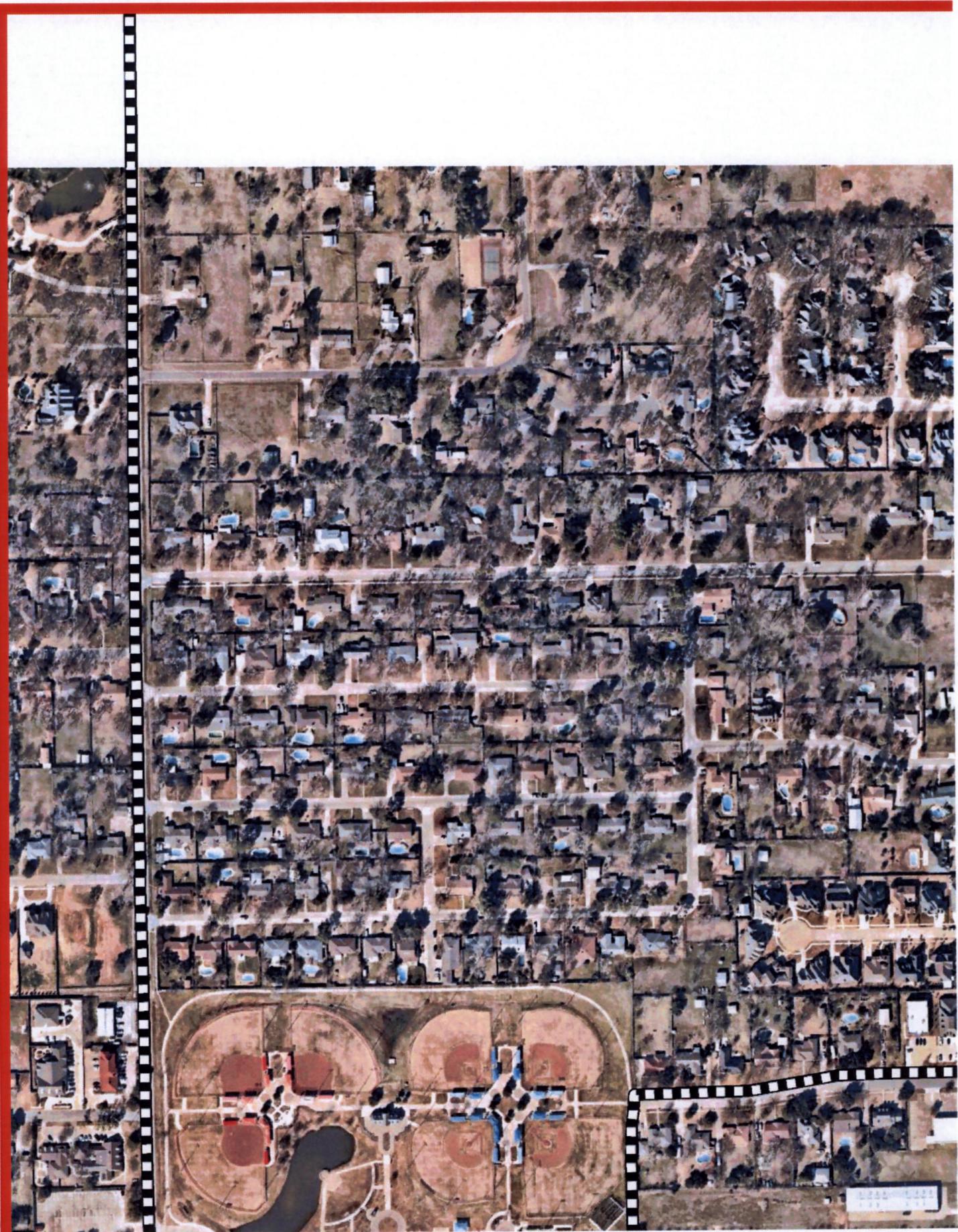


EXHIBIT B
SPECIFICATIONS OF THE CONDUIT SYSTEM INSTALLATION

1. Depth of conduit will usually be between 24" and 30", but may vary depending on obstacles. Depth of conduit shall not be shallower than 18".
2. Place two 1 ¼" high density polyethylene resin standard dimension ratio conduit 11 ("HDPE SDR 11").
3. Color of conduit shall be Black and Orange. Pipe shall be solid in color. Pipe with only tracer line showing color shall not be used.
4. Only number 30's, 45's or 90's shall be used (pipe bends or turns).
5. Any change of direction will be made via Pull box or bending conduit in a sweeping radius that shall be no shallower than 36".
6. Minimum pull box size shall be 48"x36"x24" deep.
7. Maximum distance between pull boxes shall be 1,500 feet.
8. Pull boxes shall typically sit on 9" of gravel and, depending on location, but may have a 10" concrete apron.
9. Separate pull boxes shall be set for Colleyville and GCISD. Conduit will terminate in respective boxes.
10. When setting pull boxes/terminating conduit, a 1 ¼" conduit plug shall be placed in the end of the conduit to prevent debris from entering before the fiber is installed. Duct tape shall not be used in place of conduit plugs.
11. After the fiber has been installed, a split conduit plug shall be placed in each conduit to prevent debris from entering.
12. Place a 3" marked tube above ground warning of an underground fiber optic cable route at least every 3,000 feet along the conduit route.
13. A tracer wire of a minimum of a 10 AWG solid copper clad orange shall be placed with conduit. Tracer wire shall be continuous and without splices. If tracer wire insulation is damaged during installation, the damaged tracer wire shall be replaced.
14. A minimum of 50' of cable shall be stored in each pull box regardless of splice cans.
15. A fiber splice can shall be placed in the pull box whenever a splice is made. This splice can shall be sized to match the strand count of the cable.
16. A fiber splice tray sized for the number of splices at that location shall be placed in the fiber splice can.
17. Splices shall be made in a clean environment, typically in the splice trailer.
18. RESTORATION: Grapevine shall back-fill and level the ground for all of the Project's holes, but Colleyville shall be responsible for any further Project restoration.

**EXHIBIT C
CONDUIT & FIBER SYSTEM ESTIMATES**

Colleyville Footage	Linear Footage	Cost per LF	Total
Total	51,930		
Colleyville Conduit + Pulling Fiber	25,723	\$13.50	\$347,260.50
Conduit + Pulling Fiber Shared with GCISD	20,754	\$6.75	\$140,089.50
Pulling Fiber Shared with GCISD in 3rd Party Conduit for Glade Road Only	5,453	\$1.25	\$6,816.25
Colleyville Fiber - 48 strands	51,930	\$0.51	\$26,484.30
Equipment Cost: (\$584,457 / 276,000 feet = \$2.12/ft)			
• Colleyville Conduit + Pulling Fiber	25,723	\$2.12	\$54,532.76
• Conduit + Pulling Fiber Shared with GCISD	20,754	\$1.06	\$21,999.24
Labor Cost increase for temp labor (5 employees)			
• Colleyville Conduit + Pulling Fiber	25,723	\$1.52	\$39,098.96
• Conduit + Pulling Fiber Shared with GCISD	20,754	\$0.76	\$15,773.04
		Total Estimated Project Cost	\$652,054.55
Credit for Conduit Installed by TX DOT @ Glade & Hwy 26	18,080	\$6.81	(\$123,124.80)
		Net Estimated Project Cost	\$528,929.75

Based on the above calculations, Colleyville shall make an initial payment of \$250,000 and two payments of \$139,464.88. However, as outlined in the Agreement, the Committee may adjust the amount of each payment.

However, as outlined in the Agreement, the Committee may adjust the amount of each payment.

**EXHIBIT D
FIBER PROJECT EQUIPMENT**

Equipment #	Description	Division	Notes
15515	Vacuum Trailer	Traffic	2015-Vactron
15615	Drill Machine/Bore	Traffic	2016-Vermeer
15715	Trailer-(Belshe)	Traffic	2015-Belshe
15115	Splice Trailer	Traffic	2015-Rollingstar-12ft
15626	Service Truck w/Tool Body	Traffic	2016-F-550
15636	Pick-up w/Dump Bed	Traffic	2016-F-550

**EXHIBIT E
GCISD AGREEMENT**

EXHIBIT E

STATE OF TEXAS § INTERLOCAL AGREEMENT BETWEEN THE CITY OF
 § COLLEYVILLE AND THE GRAPEVINE-COLLEYVILLE
 COUNTY OF TARRANT § INDEPENDENT SCHOOL DISTRICT FOR FIBER

This Interlocal Agreement (the "Agreement") is entered into by and among the **CITY OF COLLEYVILLE, TEXAS** ("City") a municipal corporation and the **GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT** ("GCISD"), and located partially within the City of Colleyville and jointly, referred to as the "Parties."

RECITALS

WHEREAS, GCISD and the City execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, and in accordance with purchasing statutes regulating the Parties and subject to availability of current revenues;

WHEREAS, the Interlocal Cooperation Act authorizes governmental entities to enter into interlocal cooperation agreements for administrative and governmental functions and services;

WHEREAS, the Parties agree that any Party paying for the performance of governmental functions or services under this Agreement shall make those payments from current revenues available to the paying Party;

WHEREAS, the City and GCISD desire to install, have and maintain a fiber optic conduit system to carry out their respective governmental functions and each have determined it necessary and beneficial to share a common conduit system within their respective public rights-of-way where practicable; and

NOW, THEREFORE, for and in consideration of performance of the mutual covenants, obligations and undertakings by each of the respective Parties to this Agreement the Parties agree as follows:

I. DEFINITIONS

Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

"**Access Point**" shall mean the area immediately surrounding a Pull Box facility and/or other facility location where one Party's responsibility for the Conduit System Facilities ends and other Party's begins.

"**City**" shall mean the City of Colleyville, Texas.

“Conduit System” shall mean the entire conduit system, including the Facilities as defined herein, to be installed and maintained for the benefit of the City and GCISD as depicted in the map attached hereto as Exhibit A. The portion of the Conduit System located on GCISD property shall be solely owned and maintained by GCISD and the portion of the Conduit System located on City property shall be solely owned and maintained by the City; provided that portions of the Conduit System located within the City’s Rights-of-Way defined herein shall be owned and maintained jointly and severally by the Parties.

“Contractor” shall mean the City of Grapevine, Texas.

“Equipment” shall mean the tools, machinery, and motor vehicles used to install the conduit system, including equipment such as a bore rig, trucks, back trailer, fiber pulling equipment, or other such machinery or equipment.

“Effective Date” shall mean the date this Agreement bears the signatures of the authorized representatives of all of the Parties, whether on one or multiple counterparts.

“Expiration Date” shall mean the last date of the Initial Term or Renewal Term of this Agreement, as the case may be.

“Fiber” or **“Fiber Optic”** shall mean the optics of light transmission through very fine, flexible glass rods by internal reflection.

“Facilities” shall mean the physical facilities comprising the Conduit System, including any conduit, fiber optic strands, innerduct, hand holes or manholes used for the Conduit System, trunk lines, pull boxes or any other part of the fiber optic system.

“GCISD” shall mean the Grapevine-Colleyville Independent School District.

“Glade Road Project” shall mean the installation of fiber conduit facilities to occur within the City along the portion of Glade Road located in Colleyville from a starting point beginning at the western side of its intersection with Bransford Road and extending to the eastern side of its intersection with Manning Drive. The City shall be solely responsible for hiring the contractor and administering the work for the Glade Road Project.

“Highway 26 Project” shall mean the installation of fiber conduit facilities to occur within the City along the entire portion of Highway 26 located within the City upon which TxDOT performs the installation of the fiber conduit facilities.

“Innerduct” shall mean the flexible tube conduit through which glass fiber strand cable may be installed.

“Multi-duct” shall mean all portions of the Conduit System that has been sectioned into either two or more innerducts.

“**Project**” shall mean the installation of the Conduit System in the City of Colleyville pursuant to the terms of this Agreement.

“**Pull Box**” and “**Access Point**” have the same meaning and are defined to mean the location of the point in the ground nearest the facility where the responsibilities of the “Conduit System” end and begin depending on the Party identified.

“**Rights-of-Way**” shall mean the rights-of-way and/or other real property interest within the incorporated limits of the City where the City has lawful access to install and maintain City utilities, including the Conduit System.

“**TxDOT**” shall mean Texas Department of Transportation, including its authorized contractors, licensees and/or agents.

II. PURPOSE

The purpose of this Agreement is to memorialize the Parties Agreement to fund, construct, install, maintain and use a common Conduit System for fiber optic cable within the joint and several jurisdictions of the Parties.

III. RIGHTS OF THE PARTIES; PROJECT LOCATION

3.1 Ownership of Conduit System. Except as otherwise provided in this Agreement, the City and GCISD shall jointly own the Conduit System, including the conduit, innerduct, multi-duct, fiber optic lines and other Facilities installed pursuant to this Agreement. Where two or more innerducts exist within the jointly owned areas of the Conduit System, each Party shall have sole ownership of one (1) complete innerduct and may agree to divide ownership of any additional remaining innerducts. The City’s ownership of the Conduit System shall terminate at each designated Access Point located outside a GCISD building.

3.2 Conduit System for Parties Use Only. The Conduit System shall be exclusively used by City and/or GCISD and neither Party may sell, transfer, lease and/or assign the Conduit System to a third-party except by written consent from the other Party.

3.3 Project Location. The Parties have identified the best routing for the Conduit System which is depicted on the map attached hereto as Exhibit “A.” The Parties understand and agree that the Committee identified in Article VII may review and amend this map on an ongoing basis prior to and during the Term of this Agreement.

3.4 Rights-of-way. The City shall provide reasonable access to City Rights-of-Way for the installation of the Conduit System at all locations where there is no conflict with existing users and there is available space. The City shall not be responsible for acquiring additional rights-of-way, easements or other property rights in order to install the Conduit System. The City will have

exclusive control over the rights-of-way directly related to this Agreement. The City will decide where the duct is to be located within the designated Rights-of-Way.

3.5 Access Points. The locations of all GCISD Access Points shall be designated by GCISD in its sole discretion. The locations of all City Access Points shall be designated by City in its sole discretion. Each Access Point will generally consist of a Pull Box or similar access facility within a Right-of-Way at or near the Party's building and/or real property. Construction of Facilities and pulling of fiber optic cable from each Access Point to the termination point shall be the responsibility of Party designating the Access Point on its property.

IV. PROJECT SPECIFICATIONS

4.1 Specifications. The Conduit System Facilities shall conform with specifications provided in Exhibit "B" attached hereto.

4.2 Installation. The Contractor shall perform installation for the Project, including the two (2) innerducts, the vaults on the main conduit trunk line to provide access to the innerducts and pull the fiber through the innerduct assigned to the City and to GCISD.

4.3 Restoration. After the Contractor completes this work, the City will hire and oversee a separate contractor to restore the Right-of-Way to its original condition prior to the construction and installation of the Conduit System. Restoration work under this Agreement shall comply with the applicable specifications in Exhibit B. The Parties will share the cost of these repairs and City agrees to provide GCISD with an estimate of the expenditures needed to restore the Right-of-Way prior to proceeding with the restoration work.

4.4 System Compatibility. The City will ensure that the portions of the Conduit System installed within the City Rights-of-Way located within both the Glade Road and Highway 26 Project locations are compatible with the Conduit System to the extent necessary for the Parties to be able to connect and run their respective Facilities throughout those locations. The City shall be responsible for the work and costs associated with any modifications to the Conduit System located within the City's Rights-of-Way in these two locations to the extent necessary to ensure such compatibility. The City shall have sole discretion to determine the scope and work to be performed in connection with the City's obligations under this Section 4.4.

4.5 Equipment. Equipment required for installation shall be acquired by the Contractor. The Contractor may perform work for GCISD with the Equipment. GCISD shall have the right to use the Equipment. Equipment for the installation, repair and maintenance in GCISD or City buildings will be the responsibility of each Party.

4.6 Permitting. The City will be responsible for applying for any required permits or licenses or other permission that may be required; however, if required by the permitting agency, both Parties will sign any needed application. Both Parties will share in initial or ongoing costs for any required permits, license or other permission that may be required. Both Parties further agree to share the related cost(s), aforementioned, equally.

V.

MAINTENANCE & REPAIR SERVICE; COST APPORTIONMENT

5.1 Responsibility for Location Services. During the Term of this Agreement and subject to the limitation contained in paragraph 6.2, the City will coordinate and provide all location services. The City may enter into an agreement with a third party to provide such services, the terms of which shall be at the City's sole discretion.

5.2 Maintenance and Repair Generally. The City shall be responsible for the maintenance and repair cost for all Conduit System Facilities located on City property. GCISD shall be responsible for the maintenance and repair cost for all Conduit System Facilities located on GCISD property.

5.3 Maintenance and Repair in the Rights-of-Way. During the term of this Agreement, the City shall be responsible for coordinating and administering the maintenance and repair of the Conduit System in the Rights-of-Way. The City and GCISD agree that each Party shall pay their own materials cost. For joint costs, including maintenance and repairs, the Parties will pay proportionately based upon the fiber strands each Party has in that portion of the system (for example, if the City has 96 fiber strands and GCISD has 288 fiber strands in the affected portion of the system, the City would pay 25% and GCISD would pay 75% of the shared costs). Upon the expiration or termination of this Agreement, the Parties shall enter into a separate agreement to provide for the maintenance and repair of the Conduit System.

5.4 Maintenance Priorities. During the term of this Agreement, the City's contractor shall provide maintenance of the Conduit System and respond, on an emergency basis, to all Conduit System repair calls and perform any needed repairs, including providing cable locates as needed. The Parties agree that the safety and well-being of the City's citizens and visitors are priority, and; the maintenance and repair will be performed based on the following priority order: (i) those portions of the Conduit System serving public safety; (ii) those portions of the Conduit System used for other City services; and (iii) GCISD's portion of the Conduit System; provided, however, that during any emergency situation involving a GCISD campus or other building or during time periods when GCISD students are taking state-mandated tests, GCISD's system will be given the same priority as the portion of the system serving public safety.

5.5 Damages. During the term of this Agreement, if the Conduit System in the Right-of-Way is damaged, the Parties agree to seek compensation from any and all responsible for the damage. If there is no responsible third party, or the responsible third party cannot be found or is unable to pay for the damages, the City and GCISD agree to hire a contractor to perform the repairs with the cost to be apportioned in accordance with Section 5.3 above.

5.6 Scheduling. All maintenance and repair work on the Conduit System (other than emergency repairs) will be scheduled outside the time periods GCISD students are taking state-mandated tests, and that GCISD will be given at least two weeks' notice prior to any scheduled maintenance and repair work. Notwithstanding the foregoing, both Parties agree to provide

reasonable notice to the other prior to starting any maintenance or repair work that may affect the other Party's use of the Conduit System.

VI. DEDICATED FUND

6.1 Dedicated Fund. In order to commence construction, City must initially pay into a dedicated fund, an amount that will allow the City, through its Contractor, to place orders and begin the process. The Contractor will maintain said fund. City will initially pay \$175,000 into the dedicated fund for the purposes of construction and installation of the Conduit System within thirty (30) days after the Effective Date of this Agreement.

6.2 City Contributions to the Fund. The City shall contribute to the Dedicated Fund in accordance with the cost estimate table attached hereto as Exhibit C. The Parties agree that the City's contribution amounts identified in Exhibit C are merely estimates and are subject to change. After the first year, City will pay over a two-year period, not later than September 30 of each year, an estimated amount of \$123,125.28. Annual reconciliations will be performed to determine the actual Project cost and if additional funding is needed this will be determined by the Committee. The Parties may also mutually agree to increase the amount paid into the Dedicated Fund to cover any necessary expenses for the Project.

6.3 Highway 26 and Glade Road Project Funding. The City contributions identified in Section 6.2 above will not be used for the installation of conduit facilities in that portion of Highway 26 being constructed by TxDOT or within the Glade Road Project; provided that the City's contributions will be used for the installation of *fiber* for the Glade Road Project. GCISD's cost of installation for the aforementioned conduit being installed by TxDOT on Highway 26 and City's contractor for the Glade Road Project shall be credited to the City as provided in Exhibit C.

6.4 GCISD Contributions. The Parties acknowledge that GCISD previously paid \$625,000 into the Dedicated Fund for use in this Project.

6.5 Annual Fund Accounting. Each Party shall be entitled to one accounting of revenue and expenditures within the Dedicated Fund on or before July 31st of each year. This accounting shall be delivered in the same manner as provided in the Interlocal Agreement Between the City of Grapevine and the Grapevine-Colleyville Independent School District dated May 21, 2015, as the same may be amended from time to time (the "Grapevine ILA").

6.6 Project Committee. The Parties agree that their respective staff will be appointed to the committee established by the Grapevine ILA (the "Committee"), to address various issues, including but not limited to construction, scheduling, maintenance, location, cost adjustments and disputes that may arise in the shared use of the Conduit System or other duties as needed. The City Manager and Superintendent shall be entitled to assign an equal number of staff members to the Committee.

6.7 Committee Meetings. It is anticipated that the Committee will meet twice a month during the term of this Agreement and when necessary thereafter and the Committee members

from each Party will provide their Party's staff with minutes and updates from Committee meetings. It is the Parties understanding that a simple majority of the total number of appointed Committee members shall constitute a quorum to conduct Committee business concerning this Agreement.

6.8 Rules of Procedure; Voting. The Committee shall adopt its own rules of procedure and in all cases where the Committee is to make a decision under this Agreement, the decision may be made in one of the following ways:

- (a) A majority of the Committee members for each Party shall constitute a vote on behalf of the Party they represent; or
- (b) Each Party shall designate a voting member for that Party.

6.9 Committee Minutes. Written or recorded minutes shall be kept for all Committee meetings in which there is a quorum present in accordance with the Texas Open Meetings Act and are subject to disclosure under the Public Information Act.

6.10 Limitations of Committee. The Committee will not have oversight of the installation of conduit facilities by TxDOT on Highway 26 or the installation of the conduit facilities by City's third party contractor on Glade Road Project; provided the Committee will have oversight of the installation of *fiber* in the innerducts in these two areas.

VII. DISPUTE RESOLUTION; MEDIATION

7.1 Dispute Resolution. The Parties agree that the Parties will attempt to resolve disputes relating to the Project and this Agreement in the following manner: (i) first the Parties will meet in the Committee to attempt resolution; (ii) if no resolution is achieved by the Committee, the dispute will be heard by the District Superintendent or designee and the City Manager or designee jointly; (iii) if no resolution is achieved after the dispute is heard by the Superintendent or designee and the City Manager or designee, then the dispute will be heard by an independent mediator; and (iv) if no resolution is achieved after meeting with a mediator, then the dispute will be resolved in the appropriate Court. Either Party may proceed directly to Court if this dispute process would unduly delay or interfere with the Party's timely filing of one or more causes of action in court.

7.2 Mediation. Should mediation occur, the Parties shall agree on the mediator to be used and each Party agrees to equally share the cost for the mediator's services. Each Party is responsible for its own expenses related to mediation, including legal representation.

VIII. TERM & TERMINATION

8.1 The Initial Term of this Agreement shall be for a period of five (5) years unless earlier terminated in accordance with the provisions contained herein. The Parties may agree to

one or more annual renewal terms of this Agreement (each a "Renewal Term") by mutual written agreement any time prior to the Expiration Date.

8.2 This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by written mutual agreement of the Parties;
- (b) by either Party, after thirty (30) days written notice to the other if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing approved budget;
- (c) by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; provided however, if such breach cannot reasonably be cured within such thirty (30) day period, such breaching Party shall be allowed additional time (not to exceed thirty (30) additional days) to cure such breach so long as the breaching Party begins the cure within the initial thirty (30) days and diligently pursues the cure to completion within sixty (60) days after written notice of such breach;
- (d) by either Party after thirty (30) days written notice if there is an abandonment of the Project by the Contractor and/or through no fault of the City, no work has been performed by the Contractor for a period of twelve (12) months; or
- (e) after thirty (30) days written notice by the City if:
 - a. the Contractor does not execute a contract with the City to perform the work for the Project within one year of the Effective Date of this Agreement; or
 - b. the Agreement between the Contractor and the City is terminated prior to completion of the Project.

8.3 Refund Upon Termination. In the event the Agreement is terminated by the City pursuant to Section 8.2(c), (d), or (e) above, neither GCISD nor the Committee shall be entitled to receive any subsequent annual payments under this Agreement. Except as otherwise provided in this Article, including section 8.4 below, GCISD and the Committee shall have no obligation to refund to the City any annual amount (or portion thereof or interest accrued thereon) previously paid by the City to the Dedicated Fund.

8.4 Rights Upon Termination. Upon expiration or termination of this Agreement for any reason, the City and GCISD shall retain ownership of their respective rights and obligations as set forth herein. A full and final accounting of all funds and expenditures in the Dedicated Fund, established pursuant to Article VI of this Agreement, shall be completed and all remaining net balances and/or remaining obligations owed hereunder shall be distributed and/or allocated

accordingly within ninety (90) days of the Expiration Date or termination of this Agreement, as the case may be.

8.5 Reimbursement for Third-Party Projects. If either or both the Glade Road Project or the Highway 26 Project are not complete upon the expiration or termination of this Agreement, the City shall reimburse GCISD for any portion of the credit given in this Project for those installations that are not complete and further agrees that GCISD shall have the right to bring in a contractor of its choosing to complete installation of GCISD's Conduit System in the City's Rights-of-Way within those Projects.

IX. MISCELLANEOUS

9.1 Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to Colleyville, to: City Manager
 City of Colleyville
 100 Main Street
 Colleyville, Texas 76034

If to GCISD, to: Superintendent
 Grapevine-Colleyville Independent School District
 3051 Ira E Woods Ave
 Grapevine, Texas 76051

9.2 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9.3 Party Responsibility. To the extent allowed by law, and without waiving any governmental immunity available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or otherwise tortious acts or omissions in the course of performance of this Agreement. The covenants, obligations and liabilities of the Parties shall be several and not joint or collective. Each of the Parties shall be individually responsible for its own covenants, obligations and liabilities herein. It is not the intention of the Parties to create, nor shall this Agreement be construed as creating a partnership, association, joint venture or trust, as imposing a trust or partnership covenant, obligation or liability on or with regard to any of the Parties.

9.4 Immunity. It is expressly understood and agreed that, in the performance of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement. The Parties expressly acknowledge and agree that the construction, operation, and use of the Facility constitute a governmental function pursuant to the Texas Tort Claims Act, as amended.

9.5 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

9.6 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. In the case of any conflict between this Agreement and the Exhibits, this Agreement shall govern.

9.7 Recitals. The recitals to this Agreement are incorporated herein.

9.8 Amendment. This Agreement may only be amended by the mutual written agreement of all Parties.

9.9 Criminal Background Check. GCISD shall be responsible for any requirements in regard to criminal background checks or other requirements under the Texas Education Code for Contractor's workers on designated school property.

9.10 Questions from the Public; Public Information Act Request. The City acknowledges that it is the City's responsibility to respond to questions or concerns expressed by the City's citizens on any issues related to the Project including, but not limited to, general questions or concerns about the Project, its construction/installation schedule, and the type or quality of work being performed to carry out the terms and conditions of this Agreement. Notwithstanding the foregoing, both Parties agree to comply with Chapter 552 of the Texas Public Information Act.

9.11 Severability. In the event, any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

9.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.13 Assignment. No Party may assign, transfer, or otherwise convey this Agreement without the prior written consent of the other Parties.

9.14 Consents. Unless expressly stated otherwise, whenever the consent or the approval of a Party is required herein, such Party shall not unreasonably withhold, delay or deny such consent or approval.

9.15 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

9.16 Source of Payment. Each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party or from funds otherwise lawfully available to the Party for use in the payment of the Party's obligations pursuant to this Agreement.

9.17 Purchasing. The Parties agree that each Party shall abide by any and all competitive purchasing laws applicable to the Party initiating the construction, maintenance or repair of the system. The Parties further agree that all payments shall be from the designated fund.

9.18 Force Majeure. No Party shall be liable to any or all of the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

9.19 Additional Participating Parties. Additional parties or other governmental entities may become parties under the terms of this Agreement by an appropriate amendment to this Agreement approved by the governing body of each of the Party.

9.20 Insurance. The Parties shall obtain any and all insurance necessary for the Project.

Signature page to follow

EXECUTED hereto on the date(s) shown below.

Grapevine-Colleyville ISD

By: [Signature]
President, Board of Trustees

City of Colleyville, Texas

By: [Signature]
Richard Newton, Mayor **Colleyville City Council**

Attest:

[Signature]
Secretary, Board of Trustees

Attest:

[Signature]
Amy Shalley City Secretary

MAR 07 2017

Approved

APPROVED AS TO FORM:

[Signature]
James Whitton, Brackett & Ellis, P.C.

APPROVED AS TO FORM:

[Signature]
Whitt L. Wyatt, Nichols, Jackson, Dillard,
Hager & Smith L.L.P.
(LA:3.1.17:3042.000.83317v4.2)

LIST OF EXHIBITS

- Exhibit A – Conduit System Map
- Exhibit B – Contractor Restoration and Specifications of the Conduit System Installation for Third Party Installed Conduit
- Exhibit C – Conduit & Fiber System Estimates

**EXHIBIT A
CONDUIT SYSTEM MAP**

EXHIBIT B
SPECIFICATIONS OF THE CONDUIT SYSTEM INSTALLATION
FOR THIRD-PARTY INSTALLATION

1. Depth of induct is typically 30". It may go deeper if needed and shall not be shallower than 18" if needed to avoid obstacles.
2. Place two 1 ¼" HDPE SDR 11 ducts.
3. Color of ducts shall be Black and Orange. Pipe shall be solid in color. Pipe with only tracer line showing color shall not be used.
4. NO 30's, 45's or 90's only shall be used.
5. Any change of direction will be made via Pull box or bending innerduct in sweeping radius no shallower than 36".
6. Minimum pull box size shall be 48"x36"x 24" deep.
7. Maximum distance between pull boxes shall be 1,500 feet.
8. Pull boxes shall typically sit on 9" of gravel and depending on location may have a 10" concrete apron.
9. Separate pull boxes shall be set for City and ISD. Innerduct will terminate in respective boxes.
10. When setting pole boxes/ terminating innerduct, place a 1 ¼" duct plug in the end of the pipe to prevent debris from entering before the fiber is installed. Duct tape may not be used in place of duct plugs.
11. After the fiber has been installed, place a split duct plug in each duct to prevent debris from entering.
12. Place a 3" marked tube warning of fiber optic cable route.
13. A tracer wire of a minimum of a 10 AWG solid copper clad orange shall be placed with innerduct. Wire shall be continuous without splices. Insulation shall not be damaged during installation. If this occurs it shall be replaced.
14. Typical depth of 4" duct is 24"-30". This may vary depending on obstacles.
15. A minimum of 100' of cable shall be stored in each pull box regardless of splice cans.
16. A fiber splice Can shall be placed in the pull box whenever a splice is made. This splice Can shall be sized to match the strand count of the cable.
17. A fiber splice tray shall be placed in the splice Can and shall be sized for the number of splices at that location.
18. Splices shall be made in a clean environment, typically in the splice trailer.
19. RESTORATION: The contractor shall back-fill holes and level the ground.

**EXHIBIT C
CONDUIT & FIBER SYSTEM ESTIMATES**

Colleyville Footage	Linear Footage	Cost per LF	Total
Total	51,930		
Colleyville Conduit + Pulling Fiber	25,723	\$13.50	\$347,260.50
Conduit + Pulling Fiber Shared with GCISD	20,754	\$6.75	\$140,089.50
Pulling Fiber Shared with GCISD in 3rd Party Conduit for Glade Road Only	5,453	\$1.25	\$6,816.25
Colleyville Fiber - 48 strands	51,930	\$0.51	\$26,484.30
		Total Estimated Project Cost	\$520,650.55
Credit for Conduit Installed by 3rd Party @ Glade & Hwy 26	18,080	\$5.50	\$99,440.00
		Net Estimated Project Cost	\$421,250.55

Based on the above calculations, the City shall make an initial payment of \$175,000 and two payments of \$123,125.28. However, as outlined in the Agreement, the Committee may adjust the amount of each payment.

EXHIBIT F
ILA BETWEEN GRAPEVINE AND GCISD REFERENCED IN GCISD AGREEMENT

EXHIBIT F

STATE OF TEXAS
COUNTY OF TARRANT

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GRAPEVINE AND THE GRAPEVINE-
COLLEYVILLE INDEPENDENT SCHOOL DISTRICT**

This Agreement is entered into the 21st day of May 2015, by and between the CITY OF GRAPEVINE, TEXAS a municipal corporation, hereafter referred to as the "City" or "Grapevine" and the GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT, an independent school district located in Tarrant County, Texas, hereafter referred to as "GCISD" or "District" and located partially within the City of Grapevine and jointly, referred to as the "Parties."

WHEREAS, GCISD and the City execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, and in accordance with purchasing statutes regulating the Parties and subject to availability of current revenues;

WHEREAS, the Parties agree that any party paying for the performance of governmental functions or services under this contract shall make those payments from current revenues available to the paying party;

WHEREAS, the City and GCISD need to have and maintain fiber optic cable in the streets of Grapevine, Texas and in many of the same locations;

WHEREAS, the City holds the rights-of-way in trust and has the legal right to occupy the rights-of-way;

WHEREAS, the City and GCISD will also need to obtain the right to occupy right-of-way not under City control.

WHEREAS, the City has the authority to lease fiber or conduit it owns to another party;

WHEREAS, it is beneficial for the City and GCISD to share common conduit system where possible;

WHEREAS, the Interlocal Cooperation Act authorizes governmental entities to enter into interlocal cooperation agreements for administrative and governmental functions and services;

WHEREAS, the Grapevine City Council approved this Agreement at a City Council meeting that had been posted and met the requirements of the Texas Open Meetings Act;

WHEREAS, The Grapevine-Colleyville Independent School District approved this Agreement at a Board meeting that had been posted and met the requirements of the Texas Open Meetings Act;

NOW, THEREFORE, in consideration of the premises and agreements, covenants, and promises set forth herein, it is agreed as follows:

I.
DEFINITIONS

1. "City" means City of Grapevine, Texas.
2. "Conduit" means the hard tube, which is designed to house innerduct or fiber.
3. "Conduit System" means the conduit installed and owned by the City and used by the City of Grapevine and the GCISD.
4. "Duct" means one section of multi-duct.
5. "Equipment" means the tools, machinery, and motor vehicles used to install the conduit system, including equipment such as a bore rig, trucks, back trailer, fiber pulling equipment, or other such machinery or equipment.
6. "Fiber" or "Fiber Optic" means the optics of light transmission through very fine, flexible glass rods by internal reflection.
7. "Facilities" means the conduit system, including the conduit, the fiber optic strands, innerduct, any handholes or manholes used for the conduit system, trunk lines, pull boxes or any other part of the fiber optic system.
8. "GCISD" means the Grapevine-Colleyville Independent School District.
9. "Innerduct" means the individual, flexible tube conduit through which the glass fiber strand cable is installed.
10. "Multi-duct" means the conduit system, which has been sectioned into either three or four innerducts.
11. "Parties" means the City of Grapevine and the Grapevine-Colleyville Independent School District.
12. "Project" means the installation of the fiber optic network in the City of Grapevine pursuant to the terms of this Agreement.
13. "System" means the entire system of cable, conduit, duct, fiber optic, innerduct.

14. "Pull Box" and "access Point" have the same meaning and refer to the location of the point in the ground nearest a facility being connected where the responsibilities of the "system" end and begin depending on the Party identified

II. PURPOSE

The purpose of this Agreement is to provide for the parties to plan, construct, install, maintain and use a common conduit system for fiber optic cable in the streets, and public easements of all areas of contiguous jurisdiction shared by the Parties.

Based upon certain legal considerations, such as the City's right to occupy and use the City rights-of-way, and other rights-of-way under appropriate permission to do so, the City and GCISD shall own the facilities located in the City rights-of-way and shall authorize the use of the conduit and fiber optic cable pursuant to the terms of this Agreement.

This Agreement governs the installation, maintenance, repair, and use of conduit, innerduct, fiber optic cable and related facilities located within the City and jointly owned by the City and GCISD. If the installation is expanded to other cities in the GCISD, the City will only be a contractor in other cities, if so desired by the parties to the agreements between the GCISD and the other cities. City will not own or maintain conduit, innerduct, fiber optic cable or the related facilities located outside of the city limits of the City of Grapevine.

III. TERMS, RIGHTS, OBJECTIVES AND DUTIES OF THE PARTIES

1. Ownership. The conduit system to be installed shall be owned as follows: the City shall have ownership of two (2) ducts and the GCISD shall have ownership of one (1) duct. The City and GCISD shall jointly own the conduit system, including the conduit, innerduct, multi-duct, fiber optic lines and other parts of the system located in the right-of-way. City ownership shall extend to and end at the first pull box located outside a GCISD building. The demarcation boundary for location services, maintenance and repair of the conduit system shall also be at the first pull box outside a GCISD building and GCISD's responsibility for these items begins at the first pull box and extends throughout the property and building for a GCISD location and properties. City ownership shall extend past the pull box and throughout the property and building for any City location and properties.

2. Conduit for Parties Use Only. GCISD and City will have access to the system for their use only. Both parties are prohibited from selling, or allowing access to the system by or for the use of a third party, nor may the system or use of the system be sold, transferred or assigned to any other party.

3. Right-of-way. The City shall provide access to City right-of-way for the installation of the conduit system at all locations where there is no conflict with existing users and there is available space. The City shall not be responsible for acquiring additional right-of-way or

easements or other property rights in order to install the conduit system. When other right-of-way is needed the City will be the primary party seeking the appropriate permission or permits.

4. City Services. The City shall provide all location service, maintenance and repair of the conduit system for the term of this Agreement. The City may enter into an agreement with a third party to provide such services, which shall be under terms solely decided and agreed upon by the City.

5. Location. The City and GCISD have provided one another with all locations at which each party wishes to have the conduit system reach. The parties have identified the best routing for the conduit system and the final agreed routing and installation map showing that route is attached as Exhibit "A." Final selection of locations for service and the most effective route shall be decided by the Committee (established pursuant to Paragraph 12 below) on an ongoing basis prior to and during construction.

6. Control of rights-of-way. The City will control the rights-of-way. The City will decide where the duct is to be located within the rights-of-way.

7. Access points. At GCISD locations, the access points will be provided at a location in the right-of-way designated by GCISD. An access point will consist of a pull box in the right-of-way near or on GCISD real property or GCISD buildings. Construction of duct or other facilities inside the structure and pulling fiber from the access point to the termination point in the building shall be the responsibility of GCISD.

At City locations, the access points will be provided at a location designated by City. An access point will consist of a pull box in the right-of-way near City buildings or real property. Construction of duct or other facilities from the pull box to the structure and inside the structure and pulling fiber from the access point to the termination point shall be the responsibility of City.

8. Installation guidelines. Installation will be in accordance with the construction contract to be agreed upon by the parties in the future. The City shall perform installation for the Project, including the main conduit trunk line containing the three (3) innerducts, the vaults on the main conduit trunk line to provide access to the innerducts, pull the fiber through the innerduct assigned to the City and into City locations. GCISD shall pull fiber through the innerduct assigned to GCISD and in its conduit from the Main Trunk Conduit Line into GCISD locations. However, City may perform this work for GCISD if the parties agree.

Equipment required for installation up to the building shall be acquired by the City. The parties shall share costs for such equipment. GCISD shall have the right to use of the equipment as long as the use would not delay installation of the system. City may perform work for GCISD with the equipment if the parties agree. Equipment for the installation, repair and maintenance in GCISD or City buildings will be the responsibility of each party.

The City will be responsible for applying for any required permits or licenses or other permission that may be required; however, if required by the permitting agency, both parties will

sign any needed application. Both parties will share equally in initial or ongoing costs for any required permits, license or other permission that may be required.

The City and GCISD shall obtain the necessary insurance for the Project.

GCISD shall be responsible for any requirements in regard to criminal background checks or other requirements under the Educational Code for workers on school property.

9. Dedicated fund. In order to commence construction, both parties must initially pay into a dedicated fund, an amount that will allow the City to place orders and begin the process. The City will maintain said fund. Each party will initially pay \$625,000 into the dedicated fund for the purposes of construction, maintenance and repair of the system within thirty days after the last party has signed the Agreement. After the first year, each party will pay annually during installation, not later than September 30 of each year, \$500,000 or an amount as determined by the Committee provided both parties agree. Based upon the needs of operating the system, the parties may agree to increase the amount paid into the dedicated fund. After installation is complete, the parties will pay, not later than September 30 of each year, \$20,000 for repair and maintenance costs, or an amount as determined by the Committee provided both parties agree. If both parties do not agree to a different amount for maintenance, the above amount shall apply. The parties must agree on a different amount no later than July 1.

Each party shall be entitled to an accounting of revenue and expenditures, but such accounting may not occur more than once a year. City agrees to provide such accounting to GCISD, on or before July 31 of each year, for the period of July 1 through June 30 of the previous year.

Each party paying for the performance of the governmental functions or services as set forth in this Agreement will make all payments from current revenues available to the paying party.

10. Purchasing. The parties agree that each party shall abide by any and all competitive purchasing laws applicable to the party instigating the construction, maintenance or repair of the system. The parties further agree that all payments shall be from the designated fund.

11. System priorities. The City provided maintenance shall include responding, on an emergency basis, to all fiber optic, conduit and cable system trouble calls and performing any needed repairs due to damage and providing cable locates as needed. The parties agree that the safety and well-being of the City's citizens and visitors being the first consideration, the City provided maintenance and repair will be performed based on the following priority schedule: (i) the part of the system serving public safety; (ii) the part of the system used for other City services; (iii) GCISD's system provided, however, that during any emergency situation involving a GCISD campus or other building or during time periods when GCISD students are taking state-mandated tests, GCISD's system will be given the same priority as the system serving public safety.

12. Committee. The Parties agree that staff will be assigned to a Committee to address various issues, including construction, scheduling, maintenance, location, cost adjustments and disputes that may arise in the shared use of the System or other duties as needed. The City Manager or Superintendent shall assign staff members to the committee. It is anticipated that the Committee will meet twice a month during the construction phase of this Agreement and when necessary thereafter, and the Committee members from each party will provide their party's staff with Minutes and updates from Committee meetings.

13. Maintenance and Repair - Costs and Scheduling.

The City shall be responsible for the maintenance and repair of City fiber and innerduct pipe maintenance. GCISD shall be responsible for GCISD fiber. These maintenance and repair obligations apply regardless of whether the fiber is in right-of-way, either party's buildings or real property, or any other location.

Cost: If fiber in the right-of-way is damaged, the parties agree to seek compensation from any and all third parties responsible for the damage. If there is no responsible third party, or the responsible third party cannot be found or is unable to pay for the damages, the City and GCISC agree that the City shall perform the repairs. The City and GCISD agree that each party shall pay their own material cost and for joint costs, the parties will pay proportionately based upon the fiber strands each party has in the system (for example, if the City has 288 fiber strands and GCISD has 96 fiber strands, the City would pay 75% and GCISD would pay 25% of the shared costs).

Scheduling: The City agrees that all maintenance and repair work on the system (other than emergency repairs) will be scheduled outside the time periods GCISD students are taking state-mandated tests, and that GCISD will be given at least two weeks' notice prior to any scheduled maintenance and repair work.

14. Decisions by Committee. In all cases where the Committee is to make a decision under this Agreement, the decision may be made in one of the following ways:

- (a) A majority of the Committee members for each party shall constitute a vote on behalf of the party they represent; or
- (b) Each party shall designate a voting member for that party.

The method to be used shall be decided by each party or shall be designated by the District Superintendent or City Manager.

During meetings in which decisions are made under this Agreement, Minutes shall be kept to record the method of voting and the vote of each party.

IV
NO ORAL AGREEMENT & ENTIRE AGREEMENT

This Agreement contains all the terms, commitments and covenants of the Parties pursuant to this Agreement. Any oral or written commitment not contained in this Agreement or expressly

referred to in this Agreement and incorporated by reference shall have no force or effect. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

V.
CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

VI
ASSIGNMENT

This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party.

VII
NOTICE

Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Grapevine, to: Bruno Rumbelow, City Manager
City of Grapevine
200 South Main Street
Grapevine, Texas 76051

If to GCISD, to: Grapevine-Colleyville Independent School District
Superintendent
3051 Ira E Woods Ave
Grapevine, Texas 76051

VIII
AGREEMENT INTERPRETATION AND VENUE

The Parties covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. Venue shall be exclusively in Tarrant County, Texas.

The Parties further agree that the parties will attempt to resolve disputes in the following manner: (i) first the parties will meet in the Committee, as set out in Article III, section 12 above; (ii) if no

resolution is achieved by the Committee, the dispute will be heard by the District Superintendent or designee and the City Manager or designee jointly; (iii) if no resolution is achieved after the dispute is heard by the Superintendent or designee and the City Manager or designee, then the dispute will be heard by a mediator; (iv) if no resolution is achieved after meeting with a mediator, then the dispute will be resolved in the appropriate Court. Provided, however, that if needed, due to the statute of limitations or some other requirement, a Party may proceed directly to Court, if this process would unduly delay. The parties shall agree on the mediator to be used and each party agrees to share the cost for the mediator's services. Each party is responsible for their expenses related to their own representation.

IX
CONSIDERATION

This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

X.
COUNTERPARTS

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

XI.
AUTHORITY TO EXECUTE

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

XII
SAVINGS/SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XIII REPRESENTATIONS

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

XIV TERM & TERMINATION

The Term of the Agreement shall be for Ten (10) years. The parties may agree to annual renewals of this Agreement.

Either Party to this Agreement may withdraw at any time after the completed construction and installation of the common conduit system for fiber optic cable in the street but only after providing the other party not less than ninety (90) days' notice in writing of withdrawal. This Agreement may be terminated at any time by mutual consent of the Parties. Upon termination of this Agreement, the City and GCISD shall retain ownership of the designated rights as set forth above. A full and final accounting of all funds and expenditures in the Dedicated Fund, established pursuant to Paragraph 9, shall be completed by City and distributed to the parties within ninety (90) days of the last day of this Agreement.

City and GCISD hereby acknowledge and agree that they are each governmental entities, subject to annual budgetary processes and restrictions on spending in conformity with those processes, approved budgets, and applicable law. They further agree that, notwithstanding any other language in this Agreement, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's formally and finally approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated, any such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the terminating Party's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures.

XV SOVEREIGN IMMUNITY

The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement

XVI
MISCELLANEOUS DRAFTING PROVISIONS

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

EXECUTED hereto on the day and year shown above.

Grapevine-Colleyville ISD

City of Grapevine, Texas

By: Karen Deakin
President, Board of Trustees

By: [Signature]
Bruno Rumbelow, City Manager

Attest:

Attest:

Becky Spahn
Secretary, Board of Trustees

Jodi Brown
City Secretary
Tara Brooks

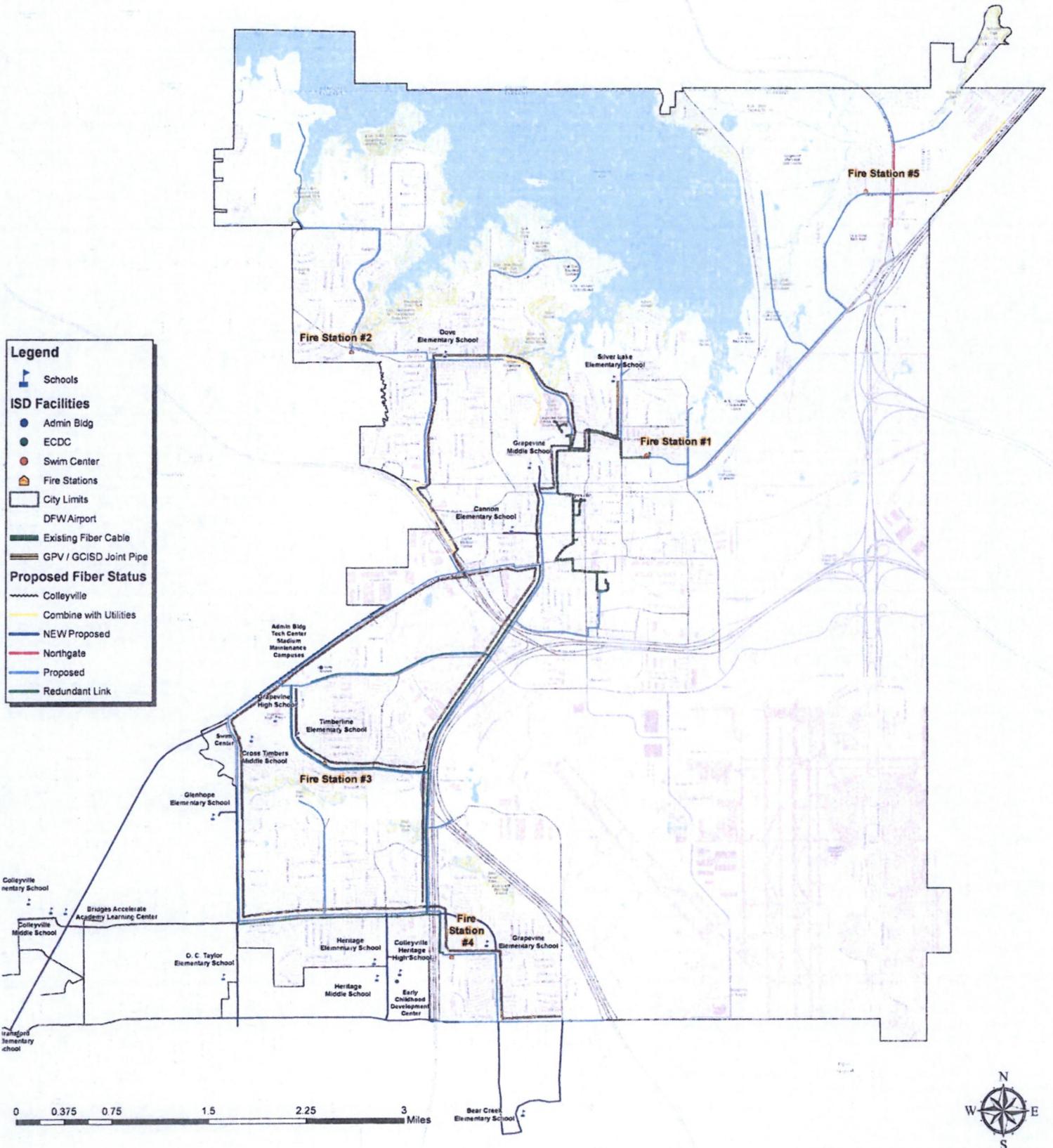
APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
James Whitton, Brackett & Ellis, P.C.

[Signature]
Cathy Cunningham, Boyle & Lowry, L.L.P.
John Boyle

Exhibit A Proposed Fiber - 5/5/15



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: MAY 15, 2018

SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF AN OUTDOOR WORKOUT STATION

RECOMMENDATION: City Council to consider a resolution authorizing the purchase of an outdoor workout station from The Playwell Group, Inc. for the Parks and Recreation department.

FUNDING SOURCE: Funds for this purchase are available in account 121-48850-312-000-170010 (Outdoor Fitness Court) for an amount not to exceed \$34,299.

BACKGROUND: This is for an active adults outdoor workout station located between The REC and the Library.

This purchase will be made in accordance with an existing interlocal agreement with The Local Government Purchasing Cooperative (BuyBoard) as allowed by Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791.

Bids were taken by the Cooperative and a contract was awarded to The Playwell Group, Inc. The Parks and Recreation and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would best meet the needs of the City.

Staff recommends approval.

TS/BS



The REC ITEM # 15 *Grapevine*



PlayWell

The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment

RESOLUTION NO. 2018-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE AN OUTDOOR WORKOUT STATION THROUGH AN ESTABLISHED INTERLOCAL AGREEMENT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791 to enter into an interlocal agreement with other qualified agencies in the State of Texas; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) is a qualified purchasing cooperative program as authorized by Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791; and

WHEREAS, the City of Grapevine, Texas has established an interlocal agreement with BuyBoard and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, BuyBoard has an established contract no. 512-16, Parks and Recreation Supplies and Equipment, Field Lighting Products, with The Playwell Group, Inc.; and

WHEREAS, the City of Grapevine, Texas has a need for new an outdoor workout station at The REC of Grapevine for the Parks and Recreation department; and

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council deems the adoption of this resolution to be 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 hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of an outdoor workout station from The Playwell Group, Inc. through an interlocal agreement with BuyBoard for an amount not to exceed \$34,299.

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

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 15th day of May, 2018.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

City Attorney

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: MAY 15, 2018

SUBJECT: APPROVAL FOR THE AWARD OF AN ANNUAL CONTRACT FOR RFB 468-2018 FOR WATER METERS AND REGISTERS

RECOMMENDATION: City Council to consider approval for the award of an annual contract for RFB 468-2018 for water meters and registers with Zenner Performance Meters, Inc. for the Public Works Department.

FUNDING SOURCE: Funds for this purchase are available in account 100-14111-0000 (General Fund/Warehouse Inventory) for an annual estimated amount of \$100,000.

BACKGROUND: The purpose of this contract is to establish fixed annual pricing for the purchase of various sizes of water meters and registers maintained in warehouse inventory and issued primarily for the Public Works Department on an as-needed basis.

Bids were taken in accordance with Local Government Code Chapter 252, Subchapter B, Section 252.021 (a) and Section 252.041 (a). The bid advertisement was posted in the Fort Worth Star-Telegram on February 15 and 22, 2018. Four bids were received. The bid was opened electronically and publicly on March 8, 2018 at 2 pm. The contract will be for an initial one-year period with four, one-year renewal options.

Based on the evaluation of the bid by Purchasing and the Public Works Department, it was determined the award be made to Zenner Performance Meters, Inc. based on the lowest responsible and responsive bid meeting specifications.

Staff recommends approval.

JT/LW

Line #	Description	Mfgr	Mfgno	QTY	UOM	Zenner Performance Meters, Inc.		Mueller Systems, LLC		Core & Main LP		Aqua Metric Sales Company (Thirkettle Corporations)	
						Total Price	\$84,631.93	Total Price	\$101,473.50	Total Price	\$106,355.00	Total Price	\$165,798.16
						Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	5/8 Inch x 3/4 inch Positive Displacement Water Meter			1400	Ea	\$37.80	\$52,920.00	\$49.00	\$68,600.00	\$48.50	\$67,900.00	\$76.84	\$107,576.00
2	3/4 Inch Full / SL Positive Displacement Water Meter			6	Ea	\$54.00	\$324.00	\$88.00	\$528.00	\$81.75	\$490.50	\$102.48	\$614.88
3	3/4 Inch Full / Standard Positive Displacement Water Meter			6	Ea	\$65.58	\$393.48	\$88.00	\$528.00	\$81.75	\$490.50	\$102.48	\$614.88
4	1 Inch Positive Displacement Water Meter			60	Ea	\$86.88	\$5,212.80	\$110.00	\$6,600.00	\$108.50	\$6,510.00	\$153.75	\$9,225.00
5	1-1/2 Inch Positive Displacement Water Meter			15	Ea	\$205.51	\$3,082.65	\$299.50	\$4,492.50	\$239.00	\$3,585.00	\$431.03	\$6,465.45
6	2 Inch Positive Displacement Water Meter			50	Ea	\$288.08	\$14,404.00	\$414.50	\$20,725.00	\$328.00	\$16,400.00	\$591.21	\$29,560.50
7	3 Inch Turbine Construction Water Meter			6	Ea	\$385.00	\$2,310.00	No Bid		\$835.00	\$5,010.00	\$994.75	\$5,968.50
8	Register, 3/4 Inch Pro Read, Absolute Encoder			2	Ea	\$117.00	\$234.00	No Bid		\$80.00	\$160.00	No Bid	
9	Register, 5/8 Inch Pro Read, Absolute Encoder			3	Ea	\$117.00	\$351.00	No Bid		\$80.00	\$240.00	No Bid	
10	Register, 5/8 Inch Direct Read			15	Ea	\$20.00	\$300.00	No Bid		\$37.00	\$555.00	\$31.01	\$465.15
11	Register, 1 Inch Pro Read, Absolute Encoder			10	Ea	\$117.00	\$1,170.00	No Bid		\$80.00	\$800.00	No Bid	
12	Register, 1 Inch Direct Read			6	Ea	\$24.00	\$144.00	No Bid		\$37.00	\$222.00	\$31.01	\$186.06
13	Register, 1-1/2 Inch Pro Read, Absolute Encoder			2	Ea	\$117.00	\$234.00	No Bid		\$80.00	\$160.00	No Bid	
14	Register, 1-1/2 Inch Direct Read			6	Ea	\$24.00	\$144.00	No Bid		\$37.00	\$222.00	\$196.99	\$1,181.94
15	Register, 2 Inch Pro Read, Absolute Encoder			4	Ea	\$117.00	\$468.00	No Bid		\$80.00	\$320.00	No Bid	
16	Register, 2 Inch Direct Read			20	Ea	\$28.00	\$560.00	No Bid		\$37.00	\$740.00	\$196.99	\$3,939.80
17	Measuring Chamber, 3" FH Meter			2	Ea	\$275.00	\$550.00	No Bid		\$450.00	\$900.00	No Bid	
18	Register, 3 Inch FH T/T			2	Ea	\$125.00	\$250.00	No Bid		\$75.00	\$150.00	No Bid	
19	Register, 3 Inch Pro Read HPT			2	Ea	\$117.00	\$234.00	No Bid		\$80.00	\$160.00	No Bid	
20	Register, 4 Inch Pro Read HPT			2	Ea	\$117.00	\$234.00	No Bid		\$80.00	\$160.00	No Bid	
21	Register, 4 Inch Pro Read T/T			2	Ea	\$117.00	\$234.00	No Bid		\$80.00	\$160.00	No Bid	
22	Register, 6 Inch Pro Read HPT			2	Ea	\$117.00	\$234.00	No Bid		\$80.00	\$160.00	No Bid	
23	Register, 8 Inch Pro Read HPT			2	Ea	\$117.00	\$234.00	No Bid		\$80.00	\$160.00	No Bid	
24	Pad, Pro Read w/6 Foot Lead			4	Ea	\$75.00	\$300.00	No Bid		\$30.00	\$120.00	No Bid	
25	Pad, Pro Read-Cylinder Type			12	Ea	No Bid		No Bid		\$35.00	\$420.00	No Bid	
26	Handle Assembly, Construction Meter			2	Ea	\$55.00	\$110.00	No Bid		\$80.00	\$160.00	No Bid	

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: MAY 15, 2018

SUBJECT: APPROVAL FOR THE AWARD OF AN INFORMAL REQUEST FOR QUOTE FOR STRUCTURAL REPAIRS FOR THE WASTEWATER TREATMENT PLANT

RECOMMENDATION: City Council to consider the award of an informal request for quote for structural repairs for the Wastewater Treatment Plant with MVA Services, LLC.

FUNDING SOURCE: Funds for this purchase are available in account 200-43370-534-000 (W/W Treatment Infrastructure Maintenance) for an amount not to exceed \$27,561.

BACKGROUND: This purchase is necessary for the ongoing improvements needed for the wastewater treatment plant ultraviolet system. The ultraviolet disinfection process is the last before effluent is discharged from the plant. The concrete structure currently in place needs repair and a coating for longevity of the structure. Two isolation gates are being placed within the influent box to allow for maintenance to the respective automatic gates per each channel.

Quotes were taken in accordance with City Purchasing Policy. Formal bids and advertisements are not required for purchases under \$50,000. Three vendors submitted quotations. MVA Services, LLC submitted the lowest responsive and responsible quote meeting specifications.

MVA Services, LLC \$27,561
SPM Work \$29,680
The Scruggs Company \$30,686

Staff recommends approval.

KM/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: MAY 15, 2018

SUBJECT: APPROVAL FOR THE AWARD OF AN INFORMAL REQUEST TO PURCHASE BACKLIT SIGN ARMS

RECOMMENDATION: City Council to consider approval of the purchase of backlit sign arms from Structural and Steel Products, Inc. for the Traffic Department.

FUNDING SOURCE: Funds for this purchase are available in account 121-48860-415-015-0040 (Backlit Street Name Signs) for an amount not to exceed \$33,150.

BACKGROUND: This purchase is for mounting arms for backlit street name signs on traffic signal poles at sixteen intersections to be installed this calendar year (see attached exhibit).

Informal quotes were taken in accordance with the City Purchasing Policy. Formal bids and advertisements are not required for purchases under \$50,000. Three quotes were submitted as noted below. Structural & Steel Products, Inc. submitted the lowest quote meeting specifications.

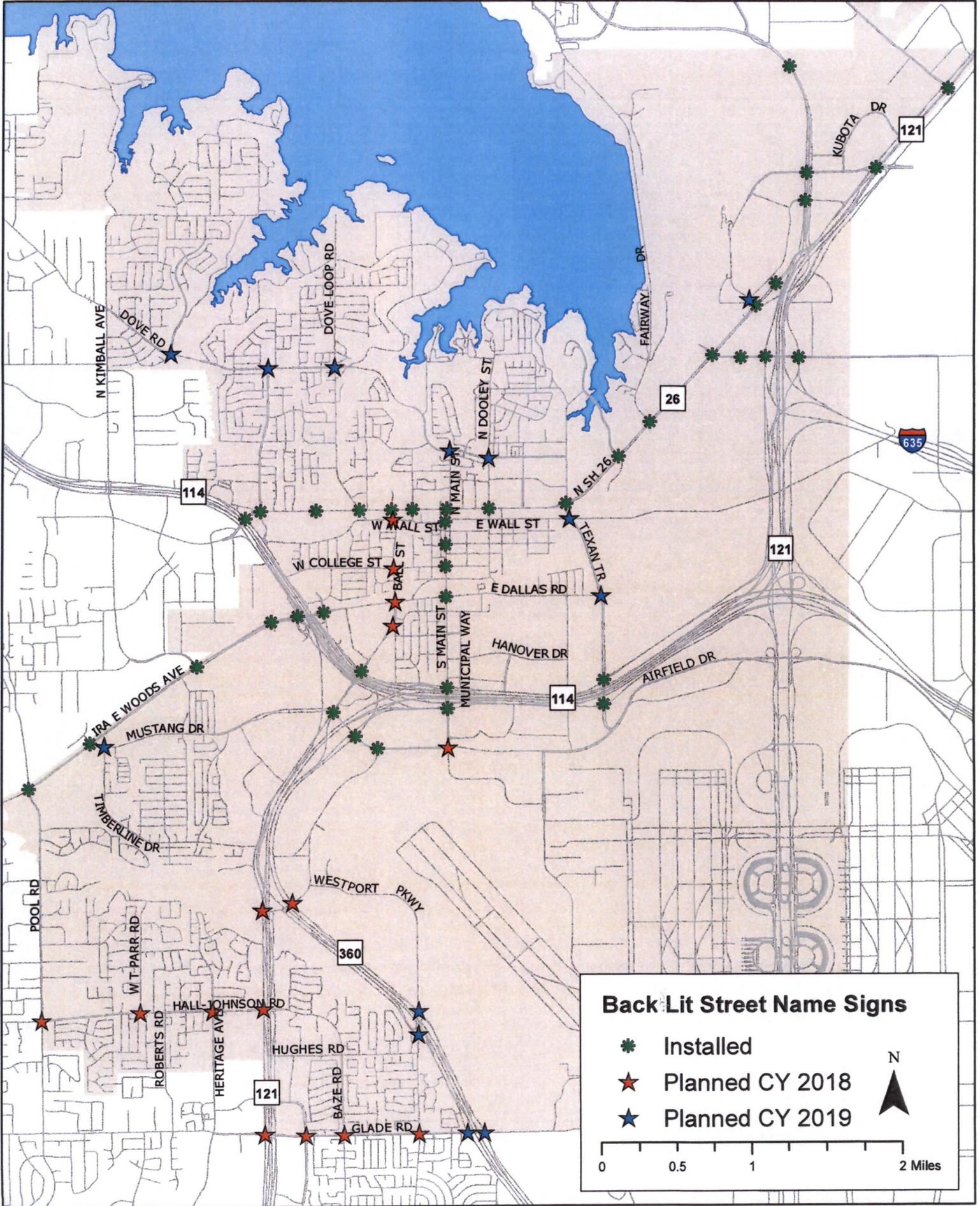
Structural & Steel Products, Inc. \$33,150
Pelco Structural, LLC \$59,082
JHaas Welding & Fabrication, LLC. \$42,030

Staff recommends approval.

FB/BS

BACKLIT STREET NAME SIGNS

ITEM # 18



STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Regular Session on this the 1st day of May, 2018 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members present:

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

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

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
Matthew C.G. Boyle	Assistant City Attorney
Tara Brooks	City Secretary

Call to Order

Mayor Tate called the meeting to order at 7:00 p.m.

EXECUTIVE SESSION

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

Item 1. Executive Session

- A. Real property relative to deliberation to the purchase, exchange, lease, sale or value of real property (City facilities, Public Works, and the 185 acres) pursuant to Section 551.072, Texas Government Code.
- B. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

The City Council recessed to the City Council Conference Room and began the closed session at 7:04 p.m. The closed session ended at 7:28 p.m.

Upon reconvening in open session in the Council Chambers, Mayor Tate asked if there was any action necessary relative to Sections 551.072 or 551.087. City Manager Rumbelow stated there was no action necessary.

NOTE: City Council continued with the Regular portion of the Agenda in open session in the City Council Chambers.

REGULAR MEETING

Call to Order

Mayor Tate called the meeting to order at 7:34 p.m. in the City Council Chambers.

Item 2. Invocation

Mayor Pro Tem Darlene Freed delivered the invocation.

Item 3. Posting the Colors and American Pledge of Allegiance

Boy Scout Troop 905 posted the colors and led the Pledges of Allegiance.

Item 4. Citizen Comments

There was no one wishing to speak during the citizen comments.

PUBLIC HEARING

Item 5. Conduct a public hearing relative to the adoption of amendments to Chapter 7 Buildings and Construction, Article IV, Fences of the Grapevine Code of Ordinances.

Development Services Director Scott Williams presented this item in conjunction with item 6 and answered questions from Council.

On March 19, 2018, the Building Board of Appeals reviewed the existing fence ordinance and made the following recommendations to Council: allow 48" fences in front yards in the "R-20" zoning district, requiring the fences to be 50% open, and prohibiting chain link fences in front yards.

Council discussed the proposed changes.

No one spoke during the public hearing. There were two letters of support provided to the Council.

Motion was made to close the public hearing

Motion: Freed

Second: Spencer

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

Nays: None

Approved: 7-0

Item 6. Consider **Ordinance No. 2018-041**, AM18-02, amendments to Chapter 7 Buildings and Construction, Article IV, Fences of the Grapevine Code of Ordinances and take any necessary action.

Motion was made to approve Ordinance No. 2018-041, amending the requirements to a minimum of 50,000 square foot lots in the "R-20" Single Family District.

Motion: Freed

Second: Slechta

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

Nays: None

Approved: 7-0

ORDINANCE NO. 2018-041

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AMENDING THE GRAPEVINE CODE OF ORDINANCES CHAPTER 7 BUILDINGS AND CONSTRUCTION, ARTICLE IV, FENCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY, NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

PRESENTATIONS

Item 7. Mayor Tate to present Grapevine Heritage Foundation's 2018 Preservation Advocacy Award Winners.

Heritage Foundation Advisory Board Chairman Curtis Ratliff and Mayor Tate presented the awards.

The Preservation/Conservation Award was given to Mike and Debi Meek for the restoration and conservation of 404 South Main Street. Mrs. Meek thanked the City and the contractors who worked on the project.

The Rehabilitation Project Award was presented to David and Siri Smith for rehabilitation of the Barnes-Nicholson House. Mr. Smith described the project and thanked the City.

The Restoration Project Award was presented to Janie and Greg Dunn for the accurate restoration of the Khebler and Pearl Lipscomb House. The Dunns described the project and thanked the City.

The Advocacy Award was given to Helen Jean Lucas Reed. Mrs. Reed traced the history of the City's preservation projects.

Item 8. Carol and Michael Marchant, Chairpersons, to present Annual Main Street Fest information.

Carol and Michael Marchant described some of the events planned for the 34th Annual Main Street Fest that will take place on May 18 - 20. They highlighted the craft brew garden, wine selections, entertainers, and complimentary parking and shuttle. They also thanked the sponsors of the festival.

Item 9. Shonda Schaefer, GRACE Executive Director, to present update on GRACE pantry and clinic.

GRACE Executive Director Shonda Schaefer described the fire at the Community Clinic and Food Pantry that occurred on April 11 and the cleanup efforts following the fire. Ms. Schaefer thanked the City for allowing GRACE to move these operations into the vacated police building.

Item 10. Chad Makovsky, Executive Vice President of Operations for DFW Airport, to present update on airport runway construction.

DFW Airport Executive Vice President of Operations Chad Makovsky presented the Comprehensive Rehabilitation Program on Airport Pavements.

DFW Airport Environmental Program Manager Sandy Lancaster detailed the Airport's noise program. Ms. Lancaster then described the closure of Runway 17C/35C that will take place May 24 – November 16 and answered questions from Council.

NEW BUSINESS

Item 11. Consider the award of the Request for Qualifications 462-2018 for Architectural Design Services for Fire Stations 2 and 3 with Brown Reynolds Watford Architects, Resolution No. 2018-040 authorizing the reimbursement of expenditures for Fire Stations 2 and 3, the Animal Shelter and Golf Course Clubhouse and Multi-Use Facility, and take any necessary action.

Fire Chief Darrell Brown presented this item. The Architectural Design Services agreement with Brown Reynolds Watford Architects for Fire Stations 2 and 3 will total \$1,255,730. The proposed resolution will allow expenditures of the funds approved by voters in the November 2017 Bond Election.

Motion was made to approve the award of the Request for Qualifications to Brown Reynolds Watford Architects and Resolution No. 2018-040.

Motion: Freed

Second: Coy

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

Nays: None

Approved: 7-0

RESOLUTION NO. 2018-040

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

Consent Agenda

Consent items are deemed to need little Council deliberation and were 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. There were no requests to remove any items from the consent agenda.

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

Item 12. Consider **Resolution No. 2018-034** authorizing the issuance of Grapevine 4B Economic Development Corporation Sales Tax Revenue Refunding Bonds, Taxable Series 2018; approving the issuance of the bonds and the plan of financing authorized thereby and the financing documents.

Chief Financial Officer Greg Jordan recommended approval of the resolution authorizing the issuance of Grapevine 4B Economic Development Corporation Sales Tax Revenue Refunding Bonds, Taxable Series 2018. This action will refund the 2014 Certificates of Obligation that were used for the acquisition of land. The 4B Economic Development Corporation approved this item at their April 17, 2018 meeting. Council gave preliminary approval of this item on the April 17, 2018 meeting.

Motion was made to approve the consent agenda as presented.

Motion: O'Dell

Second: Slechta

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

Nays: None

Approved: 7-0

RESOLUTION NO. 2018-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, APPROVING A RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF THE GRAPEVINE 4B ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF GRAPEVINE 4B ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BONDS, TAXABLE SERIES 2018; APPROVING THE ISSUANCE OF THE BONDS AND THE PLAN OF FINANCING AUTHORIZED THEREBY AND THE FINANCING DOCUMENTS

Item 13. Consider **Resolution No. 2018-041** authorizing the purchase of a pedestrian bridge from The Playwell Group, Inc. for the Parks and Recreation department.

Parks and Recreation Director Kevin Mitchell recommended approval of the resolution authorizing the purchase of a pedestrian bridge for Bear Creek Dog Park for an amount not to exceed \$74,353.

Motion was made to approve the consent agenda as presented.

Motion: O'Dell

Second: Slechta

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

Nays: None

Approved: 7-0

RESOLUTION NO. 2018-041

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

Item 14. Consider the renewal of an annual contract for elevator maintenance services with ThyssenKrupp Elevator Corporation for Facility Services.

Public Works Director Bryan Beck recommended approval of the annual contract for elevator maintenance in an amount not to exceed \$34,105. The contract will include repairs, routine maintenance, and safety testing.

Motion was made to approve the consent agenda as presented.

Motion: O'Dell

Second: Slechta

Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell and Slechta
Nays: None
Approved: 7-0

Item 15. Consider award of an annual contract for hauling of debris and aggregates for the Public Works department with Q. Roberts Trucking, Inc.

Public Works Director Beck recommended approval of the contract for hauling of debris and aggregates for an estimated amount of \$100,000.

Motion was made to approve the consent agenda as presented.

Motion: O'Dell
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell and Slechta
Nays: None
Approved: 7-0

Item 16. Consider the minutes of the April 17, 2018 Regular City Council meeting.

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

Motion was made to approve the consent agenda as presented.

Motion: O'Dell
Second: Slechta
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell and Slechta
Nays: None
Approved: 7-0

ADJOURNMENT

Motion was made to adjourn the meeting at 9:06 p.m.

Motion: Lease
Second: Coy
Ayes: Tate, Freed, Spencer, Lease, Coy, O'Dell and Slechta
Nays: None
Approved: 7-0

Passed and approved by the City Council of the City of Grapevine, Texas on this the 15th day of May, 2018.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

MEMO TO: THE HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL,
AND THE PLANNING & ZONING COMMISSION

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: MAY 15, 2018

SUBJECT: FINAL PLAT APPLICATION
LOT 1, BLOCK 1, 411 TURNER ADDITION

PLAT APPLICATION FILING DATE.....May 8, 2018

APPLICANT Troy Burchfield

REASON FOR APPLICATION Platting unplatted property to build a
residential home

PROPERTY LOCATION 411 Turner Road

ACREAGE..... 0.32

ZONING R-5.0

NUMBER OF LOTS 1

PREVIOUS PLATTING No

CONCEPT PLAN No

SITE PLAN No

OPEN SPACE REQUIREMENT..... Yes

AVIGATION RELEASE Yes

PUBLIC HEARING REQUIRED No

**PLAT INFORMATION SHEET
FINAL PLAT APPLICATION
LOT 1, BLOCK 1, 411 TURNER ADDITION**

I. GENERAL:

- The applicant, Troy Burchfield is platting 0.32 acres into a residential lot. The property is located at 411 Turner Road.

II. STREET SYSTEM:

- The development has access to Turner Road.
- ALL abutting roads: are on the City Thoroughfare Plan:
 are not on the City Thoroughfare Plan:

Periphery Street Fees are due as follows:

Type of Roadway	Cost / LF	Length	Cost
<input type="checkbox"/> Major Arterial (A)	\$ 234.57 / LF		
<input type="checkbox"/> Major Arterial (B)	\$ 178.35 / LF		
<input type="checkbox"/> Minor Arterial (C)	\$ 203.06 / LF		
<input type="checkbox"/> Minor Arterial (D)	\$ 170.33 / LF		
<input type="checkbox"/> Collector (E)	\$ 170.33 / LF		
<input type="checkbox"/> Collector (F)	\$ 150.98 / LF		
<input type="checkbox"/> Sidewalk	\$ 25.00 / LF		
<input type="checkbox"/> Curb & Gutter	\$ 15.00 / LF		

Periphery Street Fees are not due:

Development is required to construct sidewalk along Turner Road.

III. STORM DRAINAGE SYSTEM:

- The site drains east towards the existing storm system.
- The developer will be required to design for onsite as well as offsite drainage in accordance with the requirements of the City of Grapevine's Code of Ordinances.

IV. WATER SYSTEM:

- The existing water supply system bordering the subject site is adequate to serve the development.
- The existing water supply system bordering the subject site is not adequate to serve the development. Additional off site water system improvements will be necessary to serve the site.

V. SANITARY SEWER SYSTEM:

- The existing sanitary sewer collection system bordering the subject site is adequate to serve the development.
- The existing sanitary sewer collection system bordering the subject site is not adequate to serve the development.

VI. MISCELLANEOUS:

- Water and Wastewater Impact Fees are not required for:
- Water and Wastewater Impact Fees are due prior to the issuance of building permits for: Lot 1, Block 1, 411 Turner Addition
 - Single Family Residential (\$ 2,414/ Lot)
 - Multifamily (\$ 1,134/ Unit)
 - Hotel (\$ 43,632/ Acre)
 - Corporate Office (\$ 20,523/ Acre)
 - Government (\$ 4,414/ Acre)
 - Commercial / Industrial (\$ 5,739 / Acre)
- Open Space Fees are not required for:
- Open Space Fees are due prior to the issuance of building permits and/or any public infrastructure improvements for: Lot 1, Block 1, 411 Turner Addition
 - R-5.0, R-TH, Zero Lot District (\$ 1,416.00 / Lot)
 - R-7.5, Single Family District (\$ 1,146.00 / Lot)
 - R-12.5, Single Family District (\$ 1,071.00 / Lot)
 - R-20.0, Single Family District (\$ 807.00 / Lot)

- Public Hearing Only
- Variances were required on the following items:
 - Front building line
 - Allowing a setback of 3 feet for the rear property line for an accessory building
 - Lot width & depth
 - Max. Impervious Area
 - Landscaping Regulations, allowing no landscape buffer between the edge of the parking area and the adjacent property line.
- The following items associated with this plat are not in accordance with the current subdivision standards:
 - 50' ROW dedication not met: Developer is proposing to dedicate variable width private access easements throughout the development. The access easements will be owned and maintained by a Home Owners Association (HOA).
 - Length of cul-de-sac street exceeds the 600-foot limit:
 - Driveway Spacing not met.

VII. STATEMENT OF FINDINGS:

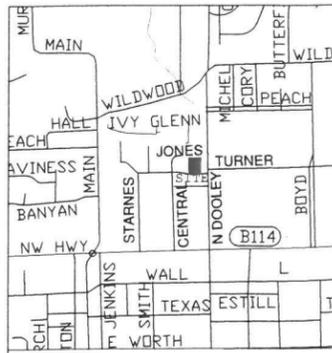
- A. The City has determined that the right-of-way and easements required to be dedicated for streets, utilities, drainage, access, sidewalks and other municipal needs and services are consistent with the City's ordinances and master plan, are reasonable and are connected to the proposed project in the following manner:
- The right-of-way provides for future widening of public streets that will serve the development of this site.
 - The onsite utility easements provide for a utility network to serve the development of this site.
 - The onsite drainage easements provide for a drainage network to serve the development of this site.
 - The onsite access easements provide cross access capabilities to this site and surrounding property.
 - The onsite sidewalk easements provide for a sidewalk network to serve the development of this site.

B. The City further finds that the required dedication is related both in nature and extent to the impact of the proposed development as follows:

- The right-of-way is necessary to provide for future widening of public streets that will serve the development of this site.
- The onsite utility easements are necessary to provide for a utility system to serve this development and connect to existing utilities on surrounding property.
- The onsite drainage easements are necessary to provide for storm drainage improvements to serve the development of the site.
- The onsite access easements are necessary to provide cross access capabilities to this site and surrounding property.
- The onsite sidewalk easements are necessary to provide for a sidewalk network to serve the development of this site.
- All of the dedications benefit the development to at least the extent of the impact of such on the development.

VIII. RECOMMENDATION:

The members of the City Council and The Planning & Zoning Commission consider the following motion: “Move that the City Council (Planning and Zoning Commission) approve the Statement of Findings and the Final Plat of Lot 1, Block 1, 411 Turner Addition.”



VICINITY MAP
1"=1000'

Total Platted Area: 13,992 Sq. Ft.
 Net Platted Area: 13,838 Sq. Ft.
 Right-of-Way Dedication Area: 154 Sq. Ft.
 Easement Dedication Area: 3208 Sq. Ft.



SCALE: 1" = 20'
 Basis of Bearings:
 Assumed North

SURVEYORS NOTES:

- ALL LOT CORNERS WILL BE 5/8" IRON RODS WITH A BLUE CAP STAMPED "RPLS 5094" UNLESS NOTED OTHERWISE.
- ACCORDING TO THE FLOOD INSURANCE RATE MAP, DATED SEPTEMBER 25, 2009, TARRANT COUNTY, TEXAS, COMMUNITY PANEL No. 484900105K, THIS TRACT IS NOT IN A FLOOD HAZARD AREA. TRACT IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN. This determination is only accurate on the date of the ABOVE FLOOD INSURANCE RATE MAP.
- The zoning information & Flood Zone information noted on this plat is only accurate on the date this data was compiled.

BOARD OF ZONING ADJUSTMENT CASE #BZ18-04:

Section 15. G. 2. The Board approved a variance allowing a rear yard setback of 18-feet for a proposed lot.
 Section 16. G. 5. The Board approved a variance allowing a lot depth of 79-feet at its narrowest portion for a proposed lot.

AVIGATION RELEASE

STATE OF TEXAS §
 COUNTY OF TARRANT §

WHEREAS, LeeCab, LLC, hereinafter called "Owner" (whether one or more), is the owner of that certain parcel of land situated in the City of Grapevine, Tarrant County, Texas, being more particularly described as shown on this plat.

NOW THEREFORE, in consideration of the sum of One and 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby fully acknowledged and confessed, Owner does hereby waive, release, remise and quitclaim to the City of Grapevine, Tarrant County, Texas, the Dallas-Fort Worth International Airport Board, the Cities of Dallas, Texas and Fort Worth, Texas, their successors and assigns, hereinafter called "Cities", for the use and benefit of the public and its agencies, any and all claims for damages of any kind to persons or property that Owner may suffer by reason of the passage and flight of all aircraft in the air space above Owner's property above the height restriction as presently established by Ordinance No. 73-50 for the City of Grapevine, known as the Airport Zoning Ordinance of the Dallas-Fort Worth International Airport, to an infinite height above same, whether such damage shall originate from noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft, landing at, or taking off from, or operating at or on the Dallas-Fort Worth International Airport.

This instrument does not release the owners or operators of aircraft from liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, fumes, dust, fuel, and lubricant particles.

It is agreed that this Release shall be binding upon said owner and his heirs and assigns, and successors in interest to said property; and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of the county or counties in which the property is situated.

EXECUTED at _____, Texas, this ____ day of _____, 2018.

Title

STATE OF TEXAS §
 COUNTY OF TARRANT §

Before me, the undersigned Notary Public, on this date personally appeared _____, known to me to be the person whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public, State of Texas

OWNER'S CERTIFICATE

STATE OF TEXAS §
 COUNTY OF TARRANT §

Whereas, LeeCab, LLC is the owner of a 0.3212 acre tract of land in the A.F. LEONARD SURVEY, ABSTRACT 946, TARRANT COUNTY, TEXAS and being the same tracts of land conveyed to LeeCab, LLC per the deed recorded as D217133453 (Official Public Records, Tarrant County, Texas) OPRTCT, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the southwest corner of Lot 1, Block A, J. Jones Crossing Addition per the plat recorded in Cabinet A, Slide 7234, Plat Records, Tarrant County, Texas (PRTCT), and being on the northerly line of Turner Road per the plat recorded in Volume 388-39, Page 77, PRTCT;

THENCE South 86° 51' 40" West, with the northerly line of Turner Road a distance of 90.93 feet to a 1/2" iron rod found for the beginning of a non-tangent curve to the right having a Radius of 169.27 feet and a Chord Bearing North 80° 16' 25" West with a Chord Length of 70.09 feet;

THENCE Northwesterly with said curve to the right, an Arc distance of 70.60 feet to a 1/2" iron rod found for the southeast corner of a tract of land conveyed to Jeff Avery per the deed recorded in D210200863, OPRTCT;

THENCE North 0° 06' 14" East, with the east line of said Lot 1, 407 Turner Addition, a distance of 79.49 feet to a 5/8" iron rod with a cap stamped RPLS 5094 set for a corner;

THENCE South 89° 25' 39" East, with the common line between said LeeCab, LLC tract and a tract of land conveyed to Ollie Brewer per the deed recorded in Volume 1192, Page 170, DRTCT, a distance of 159.41 feet

THENCE South 0° 13' 17" East, with the west line of said Lot 1, J. Jones Crossing Addition a distance of 84.76 feet to the POINT OF BEGINNING and containing a calculated area of 13,992 Square Feet or 0.3212 acres of land.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, that LeeCab, LLC does hereby adopt this plat of Lots 1 & 2, Block 1, 411 Turner Addition, an Addition to the City of Grapevine, Tarrant County, Texas, and does hereby dedicate to the public use forever the right-of-way and easements shown hereon. The easements shown hereon are hereby reserved for the purposes as indicated. The utility easements shall be open for all city or franchised public utilities for each particular use. The maintenance of paving on the easements is the responsibility of the property owner. No buildings or auxiliary structures shall be constructed, reconstructed, or placed upon, over, or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using, or desiring to use same. Any city or franchised utility shall have the full right to remove and keep removed all or parts of any fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on the easements and all city or franchised utilities shall at all times have the full right of ingress and egress to and from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone.

I have reviewed the city's findings concerning dedications and I do agree that the statements are true and correct.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Grapevine, Texas.

Witness my hand this the ____ day of _____, 2018.

Name _____ Title _____

STATE OF TEXAS §
 COUNTY OF TARRANT §

Before me, the undersigned Notary Public, on this date personally appeared _____, known to me to be the person whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public, State of Texas



Date Approved: _____

Chairman: _____

Secretary: _____

GRAPEVINE CITY COUNCIL

Date Approved: _____

Mayor: _____

City Secretary: _____

For REVIEW PURPOSES ONLY,
 this document shall NOT
 be recorded for any purpose.

FINAL PLAT
 of
LOT 1, BLOCK 1
411 TURNER ADDITION
 out of the
A.F. Leonard Survey
Abstract No. 946
 Grapevine, Tarrant County, Texas
0.3212 Acres, Zoned R-5.0

Revised May 7, 2018

This Plat Filed as Document No. _____ Date _____

C:\MBO_RPLS3\411 Turner Rd\411 Turner Rd_Working Plat Rev7.dwg modified by mbd at May 07, 2018 - 6:30am

NOTE: THIS SURVEY DRAWING IS PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES & NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THIS ORIGINAL TRANSACTION.

SURVEYOR'S CERTIFICATE

I, Michael B. H. Davis, of Alpha Land Surveying, a Registered Professional Land Surveyor of the State of Texas, do hereby declare that I prepared this plat from an actual and accurate survey on the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the platting rules and regulations of the State of Texas and the City of Grapevine.

Per Texas Administrative Code, TBPLS RULE §663.18: Certification - Preliminary, for REVIEW PURPOSES ONLY, this document shall NOT be recorded for any purpose.

Michael B.H. Davis
 Texas R.P.L.S. Number 5094
 Firm Registration Certificate Number: 10135300

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The Planning and Zoning Commission of the City of Grapevine, Texas met in Regular Session on this the 17th day of April 2018 in the Planning and Zoning Conference Room, 200 South Main Street, 2nd Floor, Grapevine, Texas with the following members present-to-wit:

Larry Oliver	Chairman
B J Wilson	Vice-Chairman
Monica Hotelling	Member
Jimmy Fechter	Member
Beth Tiggelaar	Member
Dennis Luers	Member

constituting a quorum with Gary Martin and Robert Rainwater absent and the following City Staff:

Ron Stombaugh	Development Services Assistant Director
John Robertson	Engineering Manager
Albert Triplett, Jr.	Planner II
Susan Batte	Planning Technician

CALL TO ORDER

Chairman Oliver called the meeting to order at 7:00 p.m.

BRIEFING SESSION

ITEM 1.

Chairman Oliver announced the Planning and Zoning Commission would conduct a work session relative to the following cases:

CU18-08	The Shacks, The Wallis, The Baker
CU18-03/SU18-02	Corky's Gaming Bistro
CU18-01A	Boomerjack's Grill

Chairman Oliver closed the Briefing Session at 7:30 p.m.

JOINT PUBLIC HEARINGS

Mayor Tate called the meeting to order at 7:30 p.m. in the City Council Chambers. Items 2-5 of the Joint Public Hearings were held in the City Council Chambers. The Planning and Zoning Commission recessed to the Planning and Zoning Conference Room, Second Floor to consider published agenda items.

PLANNING AND ZONING COMMISSION REGULAR SESSION

CALL TO ORDER

Chairman Oliver called the Planning and Zoning Commission deliberation session to order at 8:56 p.m.

ITEM 6. – CONDITIONAL USE APPLICATION CU18-08 THE SHACKS, THE BAKER, THE WALLIS

First for the Commission to consider and make recommendation to City Council was conditional use application CU18-08 submitted by Lucilo Pena for property located at 3570, 3580 North Grapevine Mills Boulevard and 3155 Stars and Stripes Way and proposed to be platted as Lot 1, Block A, The Charleston and Lots 1A1, 3A1, 3A2, 5ARA1, 5ARA2, Block A, Grapevine Mills Crossing. The applicant was requesting a conditional use permit to establish a master site development plan to include, but not be limited to building elevation improvements to the existing multi-tenant building, along with the addition of a new multi-structure retail and restaurant development, and two, four-story multifamily structures and two, three-story brownstone structures.

In the Commission's deliberation session the Commission, Dennis Luers moved to approve conditional use application CU18-08. Jimmy Fechter seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Tiggelaar and Luers
Nays: None

ITEM 7. PRELIMINARY PLAT LOT 1, BLOCK A, CHARLESTON ADDITION

Next for the Commission to consider and make recommendation to the City Council was the Statement of Findings and Preliminary Plat Application of Lot 1, Block A, Charleston Addition. The applicant was preliminary platting 10.49 acres for the development of a master site development.

In the Commission's deliberation session, Monica Hotelling moved to approve the Statement of Findings and Preliminary Plat Application of Lot 1, Block A, Charleston Addition. Jimmy Fechter seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Tiggelaar and Luers
Nays: None

ITEM 8. FINAL PLAT LOT 1, BLOCK A, CHARLESTON ADDITION

Next for the Commission to consider and make recommendation to the City Council was the Statement of Findings and Final Plat Application of Lot 1, Block A, Charleston Addition. The applicant was final platting 10.49 acres for the development of a master site development.

In the Commission's deliberation session, B J Wilson moved to approve the Statement of Findings and Final Plat Application of Lot 1, Block A, Charleston Addition. Dennis Luers seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Tiggelaar and Luers
Nays: None

ITEM 9. CONDITIONAL USE APPLICATION CU18-03 AND SPECIAL USE APPLICATION SU18-02 CORKY'S GAMING BISTRO

Next for the Commission to consider and make recommendation to City Council was conditional use application CU18-03 and special use application SU18-02 submitted by Neil Hupfauer for property located at 3520 North Grapevine Mills Boulevard and platted as Lot 5A2, Block A, Grapevine Mills Crossing. The applicant was requesting a conditional use permit to amend the previously approved site plan of CU06-55 (Ord. 2007-06) for a planned commercial center, specifically to allow the possession, storage, retail sales, and on-premise consumption of alcoholic beverages (beer, wine, and mixed beverages) in conjunction with a restaurant with outside dining. The applicant is also seeking a special use permit to allow skill/coin-operated machines in excess of eight machines.

In the Commission's deliberation session, Monica Hotelling moved to approve conditional use application CU18-03. Monica Hotelling seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Tiggelaar and Luers
Nays: None

In the Commission's deliberation session, B J Wilson moved to approve special use application SU18-02. Monica Hotelling seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Tiggelaar and Luers
Nays: None

ITEM 11. CONDITIONAL USE APPLICATION CU18-01A BOOMERJACK'S

Next for the Commission to consider and make recommendation to City Council was conditional use application CU18-01A submitted by Bruce Hvidsten for property located at 201 West State Highway 114 and platted as Lot 5, Block 6, Metroplace Second Installment. The applicant was requesting a conditional use permit to amend the previously approved site plan of CU10-19 (Ord. 2010-45) for a planned commercial center with the possession, storage, retail sale, and on-premise consumption of alcoholic beverages (beer, wine, and mixed beverages) in conjunction with a restaurant, specifically to revise the building elevations.

In the Commission's deliberation session, Monica Hotelling moved to approve conditional use application CU18-01A. Jimmy Fechter seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Tiggelaar and Luers
Nays: None

ITEM 12. CONSIDERATION OF MINUTES

Next for the Commission to consider were the minutes of the March 20, 2018, Planning and Zoning Workshop.

B J Wilson moved to approve the March 20, 2018 Planning and Zoning Workshop minutes. Monica Hotelling seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Tiggelaar and Luers
Nays: None
Abstain: Fechter

ADJOURNMENT

With no further business to discuss, Jimmy Fechter moved to adjourn the meeting at 9:02 a.m. Monica Hotelling seconded the motion which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Tiggelaar and Luers
Nays: None

PASSED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE
CITY OF GRAPEVINE, TEXAS ON THIS THE 15TH DAY OF MAY 2018.

APPROVED:

CHAIRMAN

ATTEST:

PLANNING TECHNICIAN