



CITY OF GRAPEVINE, TEXAS
REGULAR JOINT MEETING OF
CITY COUNCIL AND PLANNING AND ZONING COMMISSION
TUESDAY, NOVEMBER 20, 2018

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

6:30 p.m.	Dinner – City Council Conference Room
7:00 p.m.	Call to Order of City Council Meeting – 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 Conference Room

EXECUTIVE SESSION:

1. City Council to recess to the City Council Conference Room to conduct a closed session relative to:
 - A. Consultation with and legal advice from the City Attorney regarding pending litigation (Morrissey, et al. v. Grapevine – Cause No. 348-303736-18), pursuant to Section 551.071, Texas Government Code.
 - B. 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.
 - C. 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

2. Invocation and Pledge of Allegiance: Commissioner Dennis Luers

JOINT PUBLIC HEARINGS

3. Conditional Use Permit **CU18-25** (Enclave II), **Preliminary Plat** of Lots 1 and 2, Block 1, Carter Addition and **Final Plat** of Lots 1 and 2, Block 1, Carter Addition – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by IHS Real Estates Holdings LLC requesting a conditional use permit to establish a Master Site Development Plan to include, but not be limited to, the development of a co-branded hotel and a multi-family complex. The subject property is located at 2103 Anderson Gibson Road and is currently zoned “HCO” Hotel Corporate Office. **THE PUBLIC HEARING AND CONSIDERATION OF THESE ITEMS ARE TABLED TO THE DECEMBER 18, 2018 JOINT MEETING.**

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

4. 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.

NEW BUSINESS

5. Consider a guaranteed maximum price with Coury Hospitality for Phase II of the Main Station Project and take any necessary action.
6. Consider a 380 Agreement with 6 Stones Mission Network for residential revitalization services 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.

7. Consider the renewal of an annual contract for janitorial supplies with Empire Paper Company. Chief Financial Officer recommends approval.

8. Consider **Resolution No. 2018-082** authorizing an annual contract for cleaning, inspection and repair of Personal Protective Equipment with Gear Cleaning Solutions, LLC. Fire Chief recommends approval.
9. Consider the renewal of an annual contract for emergency notification services with Onsolve, LLC. Fire Chief recommends approval.
10. Consider **Resolution No. 2018-083** authorizing the purchase of an irrigation upgrade for the Grapevine Golf Course from Professional Turf Products, L.P. Golf Director recommends approval.
11. Consider **Resolution No. 2018-084** authorizing the purchase of golf carts from Yamaha Golf-Car Company. Golf Director recommends approval.
12. Consider the renewal of an annual contract for book leasing services with the Brodart Company for the Library. Library Director recommends approval.
13. Consider **Resolution No. 2018-085** approving the Local Project Advance Funding Agreement to establish funding participation levels for State Highways 121/360 Green Ribbon Project – Phase V with Texas Department of Transportation. Parks and Recreation Director recommends approval.
14. Consider **Resolution No. 2018-086** for an annual contract for portable restroom rental services with United Rentals, Inc. Parks and Recreation Director recommends approval.
15. Consider **Resolution No. 2018-087** authorizing a sole source purchase of trash compactor stations from Adrite. Parks and Recreation Director recommends approval.
16. Consider the renewal of an annual contract for the Taser warranty plan with Axon Enterprises, Inc. Police Chief recommends approval.
17. Consider Change Order No. 2 to the agreement for the Inflow and Infiltration Phase 3 Project for sanitary sewer inflow and infiltration improvements with Excel 4 Construction, LLC and **Ordinance No. 2018-086** appropriating funds. Public Works Director recommends approval.
18. Consider Amendment No. 1 for additional environmental and survey work associated with the Dallas Road Corridor/Cottonbelt Trail Project with Huitt-Zollars, Inc. Public Works Director recommends approval.
19. Consider the 2018-2019 water and wastewater system on-call contract with Parkhill, Smith and Cooper, Inc. Public Works Director recommends approval.

20. Consider the minutes of the November 6, 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.

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 November 16, 2018 by 5:00 p.m.

Tara Brooks

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, NOVEMBER 20, 2018

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

-
- 6:30 p.m. Workshop and 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: 6:30 p.m. - Planning and Zoning Commission Conference Room

WORKSHOP

1. Discussion with WGI, Inc. regarding parking in the CBD/Dallas Road in conjunction with the planning project for Transit Oriented development.

BRIEFING SESSION

2. 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

3. Invocation and Pledge of Allegiance: Commissioner Dennis Luers

JOINT PUBLIC HEARING

4. Conditional Use Permit **CU18-25** (Enclave II), **Preliminary Plat** of Lots 1 and 2, Block 1, Carter Addition and **Final Plat** of Lots 1 and 2, Block 1, Carter Addition – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by IHS Real Estates Holdings LLC requesting a conditional use permit to, establish a Master Site Development Plan to include, but not be limited to the development of a co-branded hotel and a multi-family complex. The subject property is located at 2103 Anderson Gibson Road and is currently zoned "HCO" Hotel Corporate Office. **THE PUBLIC HEARING AND CONSIDERATION OF THESE ITEMS ARE TABLED TO THE DECEMBER 18, 2018 JOINT MEETING.**

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

4. Consider the minutes of the October 16, 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 November 16, 2018 by 5:00 p.m.

Tara Brooks

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City Secretary



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MEMO 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: NOVEMBER 20, 2018

SUBJECT: CONDITIONAL USE APPLICATION CU18-25 AND THE FINAL
PLAT OF LOTS 1-2, BLOCK 1, CARTER ADDITION

RECOMMENDATION:

Staff recommends the City Council and the Planning and Zoning Commission accept the applicant's request to table conditional use application CU18-25 and the final plat of Lots 1-2, Block 1, Carter Addition to the December 18, 2018 meeting, and take any other necessary action.

BACKGROUND:

Conditional Use application CU18-25 is a request to establish a master development site plan for a 303 room co-branded hotel and a 275-unit apartment project on an approximate 20-acre site near the northwest corner of Anderson-Gibson Road and West Grapevine Mills Circle. The applicant needs the additional time to address key items relative to the site plan and presentation for the project. See the attached email.

/rs

Ron Stombaugh

From: Kenneth W. Fambro
Sent: Wednesday, November 14, 2018 8:08 AM
To: Ron Stombaugh
Subject: CU18-25

Ron -
As a follow-up to our conversation, please allow this email to serve as an official request to postpone the Conditional Use request (CU18-25) as well as the plat for Lots 1 & 2, Block 1, Carter Addition to the December 18th P&Z/Council agenda. We are working to address some items that need to be included in the presentation.

Thank you in advance for processing this request.

Kenneth W. Fambro, II | Integrated Real Estate Group

*** External email communication – Please use caution before clicking links and/or opening attachments ***

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 20, 2018

SUBJECT: COURTY HOSPITALITY GUARANTEED MAXIMUM PRICE FOR PHASE II OF CONSTRUCTION OF THE GRAPEVINE MAIN STATION PROJECT

RECOMMENDATION: City Council consider a guaranteed maximum price with Courty Hospitality for Phase II of the Grapevine Main Station Project.

FUNDING SOURCE: Funding is available in the General Facilities Capital Projects Fund (Fund 177 Grapevine Main Station Project) in an amount not to exceed \$46,859,820.

BACKGROUND: Approval of this guaranteed maximum price for Phase II will provide authorization for Courty Hospitality to complete the construction of the Grapevine Main Station, observation tower, and plaza. The City Council approved the project budget on November 16, 2017 and approved Phase I of the project on December 5, 2017. Phase I had a guaranteed maximum price not to exceed of \$30,185,180. Phase II has a guaranteed maximum price not to exceed of \$46,859,820 for a total project guaranteed maximum price not to exceed of \$77,045,000.

Staff recommends approval.

JB/gj

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 20, 2018

SUBJECT: 380 AGREEMENT WITH 6 STONES MISSION NETWORK

RECOMMENDATION: City Council to consider a 380 Agreement with 6 Stones Mission Network for residential revitalization services.

FUNDING SOURCE: Funds are available in the general fund account 100-44686-120-001 in the amount of \$45,000 maximum for administrative fees and 40% reimbursement cost for each project.

BACKGROUND: In an effort to provide residential revitalization services, 6 Stones will:

1. Solicit, coordinate and oversee volunteer labor on selected projects;
2. Develop and recruit sponsors for the program;
3. Participate on the committee selecting projects to complete, including providing a scope and cost of each project and obtaining the homeowner's permission;
4. Procurement of ordering, procurement and transportation necessary for each project;
5. Obtain all necessary permits for each project;
6. Provide the City with a Post Project Completion Report for each project;
7. Provide invoices and receipts for any non-volunteer labor/supplies necessary to complete the project; and
8. Provide a report detailing the value of donated labor and supplies.

The City will:

1. Provide outreach to the public regarding the projects and volunteer needs;
2. Will oversee project application intake and assessment;
3. Check the local and State registries of sex offenders and violent crime offenders and will reject any convicted sex offenders from consideration;
4. The City will reimburse 6 Stones 40% of the project cost for each project; and
5. Pay a one-time per year administrative fee of \$30,000.

Term: One Year

Staff recommends approval.

**ECONOMIC DEVELOPMENT PROGRAM AGREEMENT
BETWEEN CITY OF GRAPEVINE, TEXAS
AND 6 STONES MISSION NETWORK**

This Economic Development Program Agreement ("Agreement") is made by and between the City of Grapevine, a home rule municipality located in Tarrant, Dallas, and Denton County, Texas ("City"), acting by and through Bruno Rumbelow, its duly authorized City Manager, and 6 Stones Mission Network, a Texas nonprofit corporation ("6 Stones"), acting by and through Gary McKamie, its duly authorized Interim President and Chief Executive Officer.

RECITALS

WHEREAS, 6 Stones is a non-profit corporation that engages in the rehabilitation and repair of residential structures in need of revitalization with labor and building materials acquired or furnished via volunteers, donations and grants in cooperation or under arrangements with public and private entities in the North Texas area; and

WHEREAS, as part of the long range planning and future revitalization efforts of the City, the City adopted Ordinance Number _____ ("Ordinance"), wherein the City authorized and approved a program of revitalization and rehabilitation of residential structures for the purpose of preservation and protection of the ad valorem property tax base to be known as the Grapevine Community Powered Revitalization Program ("GCPR"); and

WHEREAS, among other things, the Ordinance establishes 6 Stones as part of the City's economic development policy and program; pursuant to which the City has offered an economic incentive package to 6 Stones as outlined in this Agreement, and pursuant to Chapter 380 of the Texas Local Government Code, Article III, Section 52-a of the Texas Constitution, and other applicable laws (collectively, the "380 Provisions"); and

WHEREAS, the economic incentive package includes grants and reimbursements of public money to 6 Stones in the amounts set forth in this Agreement and the waiver of applicable City permit fees, for residential improvements for residential revitalization projects performed by 6 Stones under this Agreement; and

WHEREAS, the City has determined that: (i) by entering into this Agreement, the potential economic benefits and property value stabilization that will accrue to the City under the terms and conditions of this Agreement are consistent with the City's economic development objectives, the GCPR and the 380 Provisions and will further the goals for positive growth and property value stabilization in the City, (ii) the GCPR is an appropriate means

to achieve the completion of the residential revitalization projects contemplated in the GCPR, which the City Council has determined are necessary and desirable, (iii) the potential economic benefits that will accrue to the City pursuant to the terms and conditions of this Agreement are consistent with the City's economic development objectives as outlined in the 380 Provisions, and (iv) this Agreement is authorized by the 380 Provisions; and

WHEREAS, the **City** wishes to engage with **6 Stones** to assist the City by providing project administration, oversight and coordination of volunteer and contract labor for residential revitalization of residential structures of qualified applicants selected for inclusion in the GCPR program (each being a "Project").

NOW, THEREFORE, it is agreed between **6 Stones** and the **City** that:

I. TERM

The initial term ("Term") of this Agreement commences upon execution of this Agreement by both parties and shall expire on September 30, 2019, subject to renewal in accordance with the provisions of Article VI below.

II. PROJECT SELECTION

- A. City Representative. The City Manager of the City is authorized to, and shall designate a single individual employee of the City to act as the official liaison and designated representative of the City ("City Representative") for the purpose of all communications and coordination between the City and 6 Stones in connection with this Agreement. The initial City Representative is Jennifer Hibbs, Assistant City Manager. The current City Representative shall continue in that capacity until 6 Stones receives written notice of his/her replacement from the City Manager.
- B. 6 Stones Representative. The President/CEO of 6 Stones is authorized to and shall designate a single individual representative of 6 Stones to act as the official liaison and designated representative of 6 Stones ("6 Stones Representative") for the purpose of all communications and coordination between the City and 6 Stones in connection with this Agreement. The initial 6 Stones Representative is the Director of the Community Powered Revitalization program. The current 6 Stones Representative shall continue in that capacity until the City receives written notice of his/her replacement from the 6 Stones President/CEO.

- C. Project Selection. The City of Grapevine Community Powered Revitalization Committee (“GCPR Committee”) will be comprised of the 6 Stones Representative, the City Representative and two (2) other members appointed by the City Manager. The GCPR Committee will meet as required to establish methodology for selection of mutually acceptable and qualified Projects. 6 Stones may, but will not be required to commence work on more than one Project prior to completion of a previous Project approved under this Agreement. 6 Stones will not commence work on any Project under this Agreement until it has been approved by the GCPR Committee. Projects that have been approved by the GCPR Committee will be subject to the Project Reimbursement provisions of this Agreement.
- D. Homeowner Approval. 6 Stones will not commence work on any Project unless and until each homeowner regarding the Project has signed an agreement authorizing the Project, and has signed the scope of work for that Project.

III. 6 STONES OBLIGATIONS

6 Stones agrees to and will:

- A. Volunteer Labor Force. Provide volunteer labor and worksite coordination and oversight for Projects selected for inclusion in the GCPR in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, 6 Stones will not be required to provide any labor for Projects other than labor provided by uncompensated volunteers. Express prior written approval of the City Representative is required for any changes to the GCPR goals or any of the terms that have been mutually approved by both parties for any particular Project, scope of work, schedule or budget.
- B. Solicitation of Volunteer Laborers. Initiate and coordinate efforts for solicitation of volunteer laborers for approved Projects through personal contacts, media coverage (when possible), social media posts for events, and preparation for local distribution of printed materials advertising GCPR events in Grapevine.
- C. Sponsor Development and Recruitment. Meet and exercise reasonable efforts to obtain support, volunteer laborers, donations of money and/or materials and sponsorship of Projects from private corporations and businesses, faith based organizations and non-profit entities.
- D. Participate with Grapevine Committee Meetings. Provide support to the Grapevine Committee in making Project selections consistent

with selection criteria supporting residents in need. Perform site inspections of homes for Project selection and for preparing Project scope of work and materials list.

- E. Pre-Work Write-Ups. For each approved Project, 6 Stones will complete a scope of work to be performed with an estimated cost of each activity. All work performed will comply with city ordinances and industry standards. The pre-work write-up will be initialed and dated by the homeowner prior to commencing work on the Project.
- F. Coordination Selection of Volunteer Laborers. 6 Stones will register, coordinate, train, and organize all volunteer laborers on Projects. If and when required and made available, 6 Stones will coordinate the distribution of food for volunteer laborers. 6 Stones will provide a system of management for the volunteer laborers on all Project work sites, which will include at least one Project leader for each Project who, in the reasonable determination of 6 Stones is qualified by license, experience and/or training in one or more trade fields of residential construction (such as electrical, plumbing, framing or roofing) to act as the coordinator of the work ("Site Captain") to be present on each Project work site at all times when volunteer laborers are present. The Site Captain will be responsible for overseeing the work done by each team of volunteer laborers on the Project. The City agrees not to be present on any Project work site while volunteer laborers are present without being accompanied by the 6 Stones Representative, except for the purpose of performing inspections for permits required for the work on a Project. The City agrees not to and will not have any authority to coordinate or instruct any individual laborers or Site Captains on any Project.
- G. Orientation of Volunteer Laborers. 6 Stones will exercise reasonable efforts under the circumstances to provide volunteers with Site Captains who will instruct volunteer laborers on work safety, work tasks, work materials and supplies, use of work tools and equipment, measures for control and accountability of tools and equipment, and quality of work to be performed.
- H. Coordination of Ordering, Procurement and Transportation of Materials/Supplies. 6 Stones will procure such building materials and other supplies for Projects deemed necessary by 6 Stones and its Site Captain within the budget mutually approved for the Project by the 6 Stones Representative and the City Representative, or as otherwise subsequently approved by the 6 Stones Representative and the City Representative. 6 Stones will coordinate the delivery to and distribution of building materials and supplies to each Project

work site, with such assistance from the City as required and approved by the City Representative.

- I. Permits. The City and 6 Stones agree to exercise all reasonable efforts to facilitate the timely applications and inspections for and issuance of all necessary permits and approvals for the work on each Project from the City and any other applicable permitting entity. The City agrees to and will waive all applicable City application, permit and authorization fees for approved Projects.
- J. Periodic and Final Inspections. 6 Stones will perform such continuous site visits and observations when volunteer laborers are on any Project work site as 6 Stones deems reasonably necessary to complete Projects and coordinate the work activities on each Project until completion.
- K. Project Completion Documentation. For each Project, within ninety (90) days after completion, 6 Stones will complete and provide to the City Representative a post-completion report of the work performed on that Project, which will include:
 - (1) invoices and receipts for all building material, supplies and other out-of-pocket costs paid by 6 Stones for the Project (and the associated out-of-pocket costs incurred for the Project) ("Materials Expenses"); and
 - (2) invoices and receipts for the out-of-pocket amounts paid by 6 Stones to all skilled and licensed contractors that were engaged to perform services that, in the sole, reasonable discretion of 6 Stones, the volunteer laborers were not licensed or skilled to perform or that would not be practical for volunteer laborers to perform ("Contractor Expenses"); and
 - (3) receipts or other reasonable evidence demonstrating the value (at building contractor price) of all skilled or licensed contractor labor and services (excluding all volunteer labor), building material and supplies donated to that Project at arm's length by third party donors to, or sponsors of, the Project; and
 - (4) before and after pictures of the Project (and where appropriate showing some of the volunteers involved at the work site); and
 - (5) the number of volunteers and volunteer hours included in the

work on the Project, and (for Reimbursement purposes) a computation of the value of the volunteer labor on the Project ("Volunteer Labor Value") determined by multiplying the hours of volunteer labor included in the work on that Project by the following labor rates:

Unskilled Volunteer	\$10.00 per hour
Skilled Volunteer	\$25.00 per hour

- L. Matching Request. On completion of each approved Project 6 Stones has the right to, but is not obligated to, prepare and deliver to the City Representative a written request ("Matching Request") for Reimbursement (defined below) from the City for the completed Project. Upon completion of a major promotional event by 6 Stones promoting the GCPR or otherwise soliciting community participation in a Project, 6 Stones may submit a Matching Request for more than one Project, whether complete or not. The Matching Request will set forth the Material Expenses, Contractor Expenses and Volunteer Labor Value for each approved Project included in the Matching Request (collectively, the "Project Cost"). The City may not issue a Reimbursement without an approved Matching Request.

IV. CITY OBLIGATIONS

The City agrees to and will:

- A. Program Outreach. After consultation with 6 Stones to coordinate the content with the plans and efforts of 6 Stones, the City will include mutually acceptable promotional information about the GCPR and 6 Stones' involvement therein not only the target neighborhood but to the City at large by way of City newsletter (if any), social media, local newspapers, water bill flyers, city website, and other means as may be reasonably appropriate and mutually acceptable to 6 Stones and the City.
- B. Project Application Intake and Assessment. The City will accept applications for proposed Projects and will assist GCPR applicants with completion of such applications. The City Representative will make all such applications available to 6 Stones on request and will maintain records of the application information. The GCPR committee will review and determine which applications are acceptable for inclusion as Projects.
- C. Project. The City will check all homeowners who file applications for

inclusion of their homes in the GCPR (and all persons residing with the applicants) by accessing the applicable registries of local and state sex offenders and violent crime offenders. The City will reject all applications of homeowners who (or whose residents) appear as convicted sex offenders in such registries. The City will perform all other checks (property tax records, etc.) to ensure that approved Projects and homeowners meet the GCPR residential revitalization project criteria established by the GCPR.

- D. Reimbursements. For each approved Project, within thirty (30) days after receipt of the Matching Request from 6 Stones, the City will review the Matching Request and supporting information and, unless the City Representative has a question or objection to the Matching Request, which shall be resolved as set forth below, will pay and deliver to 6 Stones an amount equal to forty percent (40%) of the Project Cost ("Reimbursement"). In the event that the City Representative has any question or objection of any Project Cost in a Matching Request, the City Representative shall give written notice thereof to the 6 Stones Representative within fifteen (15) days after receipt of the Matching Request. The City Representative and the 6 Stones Representative will meet within ten (10) days after the date of any objection notice from the City Representative and attempt in good faith to resolve the question or objection. If no written objection or question is given by the City Representative within the fifteen (15) day period, the amount of the Project Cost in the Matching Request will become final and determinative.
- E. Maintenance of Records. The City will maintain required records for the GCPR, including without limitation, all communications and letters between 6 Stones and the City, all applications from homeowners, all results of criminal background and other checks, all Project Reports and all Matching Requests and Reimbursements.

V. PROPERTY TRANSFERENCE

- A. For the purpose of creating safe, livable neighborhoods and communities, and for the ultimate purpose of maintaining property values within those neighborhoods, the City may transfer properties, homes or vacant lots held in trust by the City of Grapevine to 6 Stones Mission Network for the purpose of revitalizing or building homes or necessary structures deemed appropriate to revitalize a neighborhood and community.
- B. Such transference must be in accordance with all state laws, shall be considered on a case by case basis and requires the approval of the City Council.

- C. The transference of property will establish metrics detailing mutually agreed upon expectations and timeframe for completion of the revitalization of the transferred property, home or vacant lot.

VI. RENEWAL OF TERM; TERMINATION

After the Initial Term, this Agreement shall automatically be renewed on October 1 of each year for additional terms of one year on the same terms and conditions as stated in this Agreement unless amended or either party gives notice of termination as provided below. After the Initial Term, either party may terminate this Agreement by giving thirty (30) days written notice to the other party thirty days (30) prior to the expiration of the contract (September 30th).

VII. PROGRAM PAYMENTS

Program payments under this Agreement will be categorized as (1) Administrative payment, or (2) Reimbursement payments. Within forty-five (45) days of the beginning of the Initial Term, or the beginning of each successive renewal term, of this Agreement, the City will pay and deliver to 6 Stones one payment in the amount of Thirty Thousand Dollars (\$30,000.00) for Administrative services under this Agreement. In accordance with the provisions of Article IV D above, the City will also issue Reimbursement payments for one or more Matching Requests submitted by 6 Stones. Reimbursement payments shall not exceed Thirty Thousand Dollars (\$30,000.00) total for the initial or any one year renewal term of this Agreement.

VIII. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Contact information for Notices and party representatives:

City:

Bruno Rumbelow, City Manager
City of Grapevine
200 S. Main St.,
Grapevine, TX 76051
Phone: (817) 410-3105

Fax: (817) 410-3104
Email: brumbelow@grapevinetexas.gov

6 STONES:

Gary McKamie
6 Stones Mission Network
209 N. Industrial Blvd., Ste. 241
Bedford, Texas 76021
Phone: (817) 868-7400
Fax: 817-868-7406
Email: gmckamie@6stones.org

IX. GENERAL CONDITIONS

- A. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing any employment, partnership, joint venture or agent/principal relationship between the parties. 6 Stones shall at all times remain "independent contractor" with respect to the City and the services to be performed under this Agreement, and each of its volunteer laborer participants shall remain as mere volunteers with respect to both the City and 6 Stones. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, with regard to 6 Stones and its participants.
- B. Hold Harmless. To the extent of the insurance coverage provided below, 6 Stones shall hold harmless, defend, and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the volunteers' negligent conduct or actions related to this Agreement.
- C. Insurance. 6 Stones shall obtain and maintain in place a policy of commercial general liability insurance coverage of at least one million dollars (\$1,000,000), combined single limits and covering the Projects.
- D. Amendments. This Agreement may be amended at any time, but only in the event that such amendment is executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body.
- E. Assignment. Neither the City nor 6 Stones may assign this Agreement, in whole or in part, without the express prior written consent of the other party. Any attempted assignment without such

consent is void, *ab initio*.

- F. Attorneys' Fees. If any action, whether real or asserted, at law or in equity, arises in any legal proceeding on the basis of any provision of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees and costs in such proceeding, as determined by the court or person presiding over such proceeding.
- G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.
- H. No Third Party Beneficiaries. The provisions and conditions of this Agreement are solely for the benefit of the City and 6 Stones and are not intended to create any rights, contractual or otherwise, to any other person or entity. There are no intended third party beneficiaries.
- I. Allocation of Funds. The funds necessary to pay the Program Payments described in Article VII for the initial one year Term are available in currently budgeted and available general revenue funds of the City. Program Payments for any future annual Term, if any, may not have been included in the currently budgeted and available general revenue funds of the City. The City's obligation to make Program Payments for any future annual Term, if not included in the currently budgeted and available funds of the City for the current fiscal year, are conditioned on funds being budgeted and available for Program Payments in future fiscal years. In the event that sufficient funds for the payment of all of the City's Program Payments for any annual Term after the initial Term are not included in the City's budget for the applicable budget year of the City, the City will immediately give notice thereof to 6 Stones and 6 Stones will be immediately released from all obligations and duties under this Agreement thereafter.

X. ADMINISTRATIVE REQUIREMENTS

- A. Documentation and Retention.
 - (1) Client Data. The City shall maintain applicant data demonstrating homeowner (and other associated residents) eligibility on approved Projects. Such data shall include, but not be limited to, homeowner (and other residents) name, address, income level

or other basis for determining eligibility, results of background checks and description of the work performed on the applicable Project. Such information shall be made available to 6 Stones or its designees for review upon request.

- (2) Disclosure. 6 Stones understands that applicant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or 6 Stones' responsibilities with respect to services provided under this Agreement, is prohibited, unless written consent is obtained from such homeowners and other applicable residents in the approved Projects and, in the case of a minor, that of a responsible parent/guardian. The parties, however, acknowledge that applicant information or data may be, in certain circumstances, public information that must be disclosed as required by the provisions of the Texas Public Information Act.

XI. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

Either Party's failure to act with respect to a breach by the other Party does not waive its right to act with respect to subsequent or similar breaches. The failure of either Party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such

circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the City and 6 Stones for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and 6 Stones, with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the ____ day of _____, 20____.

City of Grapevine

6 Stones Mission Network

By: _____
Bruno Rumbelow, City Manager

By: _____
Gary McKamie, President/CEO

Attest:

By: _____
Tara Brooks, City Secretary

(City Seal)

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 20, 2018

SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT FOR JANITORIAL SUPPLIES

RECOMMENDATION: City Council to consider the renewal of an annual contract for janitorial supplies with Empire Paper Company for all City departments.

FUNDING SOURCE: Funds for this purchase are available in account 100-14111-0000 (General Fund/Warehouse Inventory) for an annual estimated amount of \$25,000.

BACKGROUND: The purpose of this bid is to establish fixed, indefinite quantity annual pricing for janitorial supplies to be purchased on an as-needed basis for all City departments and stocked in the warehouse.

Bids were taken in accordance with City Purchasing Policy. Formal bids and advertisements are not required for purchases under \$50,000. An informal bid was issued through the City's eBid system. The contract was for an initial one-year period with four, one-year optional renewals. If approved, this will be for the final available renewal.

Staff recommends approval.

LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 20, 2018

SUBJECT: APPROVAL OF A RESOLUTION FOR AN ANNUAL CONTRACT FOR CLEANING, INSPECTION AND REPAIR OF FIRE PERSONAL PROTECTIVE EQUIPMENT

RECOMMENDATION: City Council to consider a resolution authorizing an annual contract for cleaning, inspection and repair of Personal Protective Equipment (PPE) with Gear Cleaning Solutions, LLC for the Fire Department.

FUNDING SOURCE: Funds for this purchase are available in account 100-44540-210-001 (Professional Services) in an estimated annual amount of \$20,000.

BACKGROUND: The purpose of this contract is to establish fixed annual pricing for Personal Protective Equipment (PPE) inspection and repair on an as-needed basis. The Texas Commission on Fire Protection requires that PPE be cleaned and inspected on an annual basis. The PPE is cleaned in-house and sent to an authorized business for inspection and repair. The inspection and repair is a multi-stage process that must be performed by trained and certified personnel. Gear Cleaning Solutions, LLC is approved by the State of Texas and the PPE manufacturer to inspect, repair, and perform warranty work on personal protective equipment.

This Purchase will be made in accordance with an existing interlocal agreement with the City of Frisco, Texas as allowed by Texas Local Government Code, Section 271 and Texas Government Code, Chapter 791. The contract is for an initial one-year period with three optional, one-year renewals.

The City of Frisco, Texas solicited a best value bid No. 1701-034 for cleaning, inspection and repair of PPE and awarded a contract to Gear Cleaning Solutions, LLC based on the best value criteria stated in the bid. The Fire Department and Purchasing reviewed the contract for specification compliance and pricing and determined that this contract would provide the best service and pricing for meeting the needs of the City.

Staff recommends approval.

JS/LW

RESOLUTION NO. 2018-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE CLEANING, INSPECTION AND REPAIR OF FIRE PERSONAL PROTECTIVE EQUIPMENT THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City of Frisco, Texas is a qualified entity 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 The City of Frisco, Texas and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, the City of Frisco, Texas has established a contract with Gear Cleaning Solutions, LLC under contract No. 1701-034, Cleaning, Inspection and Repair of Fire PPE; and

WHEREAS, the City of Grapevine, Texas has a need to purchase cleaning, inspection and repair of Fire Personal Protective Equipment (PPE); 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 as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes an annual contract for cleaning, inspection and repair of Fire PPE with Gear Cleaning Solutions, LLC through an interlocal cooperative agreement with the City of Frisco, Texas in an estimated

amount of \$20,000.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of cleaning, inspection and repair of Fire PPE for the Fire Department.

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 20th day of November, 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: NOVEMBER 20, 2018

SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT FOR EMERGENCY NOTIFICATION SERVICES

RECOMMENDATION: City Council to consider the renewal of an annual contract for emergency notification services with Onsolve, LLC for the Fire Department.

FUNDING SOURCE: Funds for this purchase are available in account 100-44505-120-001 for an amount not to exceed \$18,500.

BACKGROUND: This contract provides the City with continued capability to disseminate emergency and community alerts via landline, cell phone, SMS text message, email, TDD telecommunications device for the deaf), and mobile app. In addition to local alerts for missing children, water outages, West Nile Virus spraying, and internal notifications, the contract includes Onsolve's automated weather alerting which notifies subscribed users of National Weather Service Warnings.

The original contract began in 2006. The term of the contract was for one year with optional one year renewals.

Staff recommends approval.

MF/BS

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 20, 2018

SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF AN IRRIGATION UPGRADE FOR THE GRAPEVINE GOLF COURSE

RECOMMENDATION: City Council to consider a resolution authorizing the purchase of an irrigation upgrade from Professional Turf Products, L.P. for the Grapevine Golf Course.

FUNDING SOURCE: Funds for this purchase are available in account 210-48860-340-002 (Machinery and Equipment) for a total amount not to exceed \$49,594.

BACKGROUND: This purchase is to update and upgrade our present control system for the golf course irrigation system. This is to replace a 20 year old system that is becoming obsolete and cannot be updated without changing the entire control system. The new system will allow us to water more precisely and be more efficient with our water usage.

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, Section 271 and Texas Government Code, Chapter 791.

Bids were taken by the Cooperative and a contract was awarded to Professional Turf Products, L.P. The Golf and Purchasing staff reviewed the contract for departmental specification compliance and determined that the contract would provide the best service and pricing for meeting the needs of the City.

Staff recommends approval.

MT/LW

RESOLUTION NO. 2018-083

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 IRRIGATION UPGRADE FOR THE GRAPEVINE GOLF COURSE 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 The Local Government Purchasing Cooperative (BuyBoard) and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) has an established contract No. 529-17, Grounds Maintenance Equipment, Irrigations Parts, Supplies and Installation, with Professional Turf Products, L.P.; and

WHEREAS, the City of Grapevine, Texas has a need to purchase an irrigation upgrade for the Grapevine Golf Course; 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 irrigation upgrade for the Grapevine Golf Course from Professional Turf Products, L.P. through an interlocal agreement with The Local Government Purchasing Cooperative (BuyBoard) for a total amount not to exceed \$49,594.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said irrigation upgrade for the Grapevine Golf Course.

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 20th day of November, 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: NOVEMBER 20, 2018

SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF GOLF CARTS

RECOMMENDATION: City Council to consider a resolution authorizing the purchase of golf carts from Yamaha Golf-Car Company for the Grapevine Golf Course.

FUNDING SOURCE: Funds for this purchase are available in account 210-48860-340-002 (Machinery and Equipment) for a total amount not to exceed \$269,832.

BACKGROUND: This purchase is for the replacement of 94 electric golf carts and one concierge, six-passenger cart and accessories for a total of 95 carts. The current fleet will be three years old in December. The warranty on the batteries is 25,000 amp hours. This fleet will be outside the battery warranty by the end of December for a majority of the fleet. Batteries are the single largest expense on the golf cart. In addition, by taking delivery of the new carts before the end of December 2018, the trade value of our current fleet increases versus taking delivery after December 2018.

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 Yamaha Golf-Car Company. The Golf 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.

RP/LW

RESOLUTION NO. 2018-084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE GOLF CARTS 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 The Local Government Purchasing Cooperative (BuyBoard) and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) has an established contract No. 529-17, Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation, with Yamaha Golf-Car Company; and

WHEREAS, the City of Grapevine, Texas has a need to purchase new golf carts for the Grapevine Golf Course; 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 golf carts from Yamaha Golf-Car Company through an interlocal agreement with The Local Government Purchasing Cooperative (BuyBoard) for an amount not to exceed \$269,832.

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

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 20th day of November, 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: NOVEMBER 20, 2018

SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT FOR BOOK LEASING SERVICES

RECOMMENDATION: City Council to consider the renewal of an annual contract for book leasing services with the Brodart Company for the Library.

FUNDING SOURCE: Funds for this purchase are available in account 100-44573-313-001 (General/Library/Leases & Rentals Fund) for an amount not to exceed \$22,990.

BACKGROUND: The purpose of this contract is to establish fixed annual pricing for book leasing services for the Library. The Brodart Company has a proven track record of supplying the largest selection of leasing materials for the Library and provides excellent customer service.

This purchase will be made in accordance with an interlocal agreement with the County of Brazoria, Texas as allowed by Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791.

The County of Brazoria solicited bids on RFP 17-04, Lease Plan for Books, and a contract was awarded to the Brodart Company in 2017. This contract is for an initial one-year period with four, one-year renewal options. If approved, this will be the first renewal.

Staff recommends approval.

JR/BS

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 20, 2018

SUBJECT: LOCAL PROJECT ADVANCED FUNDING AGREEMENT (LPAFA) – STATE HIGHWAY 121/360 PHASE V GREEN RIBBON PROJECT

RECOMMENDATION: City Council to consider adopting a resolution approving the Local Project Advance Funding Agreement (LPAFA) with Texas Department of Transportation (TXDOT) to establish funding participation levels for State Highways 121/360 Green Ribbon Project - Phase V, and take any necessary action.

FUNDING SOURCE: Approval of the agreement will have no affect on City funds at this time.

BACKGROUND: Several areas throughout the DFW Connector corridor were not included in TXDOT's landscape plan. The State Highways (SH) 121/360 Green Ribbon Project is one of the highly visible areas along the southern section of the corridor where supplemental landscaping will greatly enhance the appearance of Grapevine.

The project is funded by the Federal Highway Administration (FHWA) and TXDOT Green Ribbon program. The Green Ribbon program provides no allowances for cost overruns; therefore, the City will cover any cost overruns that may arise.

This project will be administered by the City. A Master Agreement, adopted by the City per resolution and the State in November 2000, establishes general terms and conditions for transportation projects of this nature. The LPAFA formally establishes the funding participation level and scope for this specific project. TXDOT has requested that the City approve this LPAFA in November to facilitate their bidding schedule of June 2019.

City of Grapevine was awarded \$500,000 Green Ribbon Funds to use towards this project. Once bids are received for this project, options will be presented to City Council for approval. This advanced funding agreement confirms any amount over the grant funds the City will pay of which the required funds are budgeted in the Quality of Life Fund.

Staff will return at a later date for approval of a construction contract and appropriation.

Staff recommends approval.

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For A
GREEN RIBBON PROGRAM
ON-SYSTEM**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the City of Grapevine, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115291 that provides for the development of, and funding for, the Project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for this LPAFA is described as Phase 5, the announcement of the urban corridor from State Highway 121 at Stone E. Meyer to the merging of State Highway 121 and State Highway 360 to include: trees, shrubs, and grasses in addition to the installation of concrete strips and a drip irrigation system within the medians.

5. Right of Way and Real Property

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

6. Utilities

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government as stated in the Master Agreement. The Local Government is responsible for performance of any required architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. The State may review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law.

10. Construction Responsibilities

Construction responsibilities will be carried out by the Local Government as stated in the Master Agreement.

11. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D. The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- F. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage

facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

- H. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

14. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and

entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

18. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Assistant City Manager City of Grapevine 200 South Main Street Grapevine, Texas 76051	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

19. Civil Rights Compliance

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they

may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

20. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or

services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

22. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C.** If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

23. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L.** Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ # 0364-01-154
District # 02- Fort Worth **ITEM # 13**
Code Chart 64# 17200
Project: SH 121/360 Landscape Enhancement
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

ATTACHMENT B PROJECT LOCATION MAP



**ATTACHMENT C
 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

Costs will be allocated based on 80% Federal funding and 20% State Funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$5,000	0%	0%	0%	0%	100%	\$5,000
Engineering (by Local Government)	\$93,500	0%	\$0	0%	\$0	100%	\$93,500
Construction (by Local Government) Local funds	\$500,000	0%	\$0	0%	\$0	100%	\$500,000
Construction (by Local Government) Federal funds	\$500,000	80%	\$400,000	20%	\$100,000	0%	\$0
Subtotal	\$1,098,500		\$400,000		\$100,000		\$598,500
Environmental Direct State Costs	\$250	0%	\$0	100%	\$250	0%	\$0
Engineering Direct State Costs	\$4,675	0%	\$0	100%	\$4,675	0%	\$0
Right of Way Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Utility Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Construction Direct State Costs	\$70,000	0%	\$0	100%	\$70,000	0%	\$0
Indirect State Costs	\$65,251	0%	\$0	100%	\$65,251	0%	\$0
TOTAL	\$1,238,678		\$400,000		\$240,178		\$598,500

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State: \$0.00

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

RESOLUTION NO. 2018-085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AUTHORIZING A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ADDRESSING FUNDING PARTICIPATION LEVEL AND PROJECT SCOPE FOR THE LANDSCAPE IMPROVEMENTS FOR THE STATE HIGHWAYS 121/360 GREEN RIBBON PROJECT - PHASE V, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, a Master Agreement between the City of Grapevine and the State of Texas was adopted by Resolution No. 2000-60 on November 21, 2000 and the agreement states the general terms and conditions for transportation projects developed through this Local Transportation Project Advance Funding Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order 115291, that provides for the development of, and funding for, landscape improvements at the merger of State Highways 121/360 including a section of Stone Myers Parkway in the City of Grapevine; and

WHEREAS, the Grapevine City Council strongly supports the efforts of the Metropolitan Planning Organization and Texas Department of Transportation in developing a system of highways in cooperation with local governments; and

WHEREAS, the City Council 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 the City Council of the City of Grapevine approves entering into this Local Transportation Project Advance Funding Agreement for landscape improvements of State Highways 121/360 Green Ribbon Project – Phase V in the City of Grapevine.

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 20th day of November, 2018.

APPROVED:

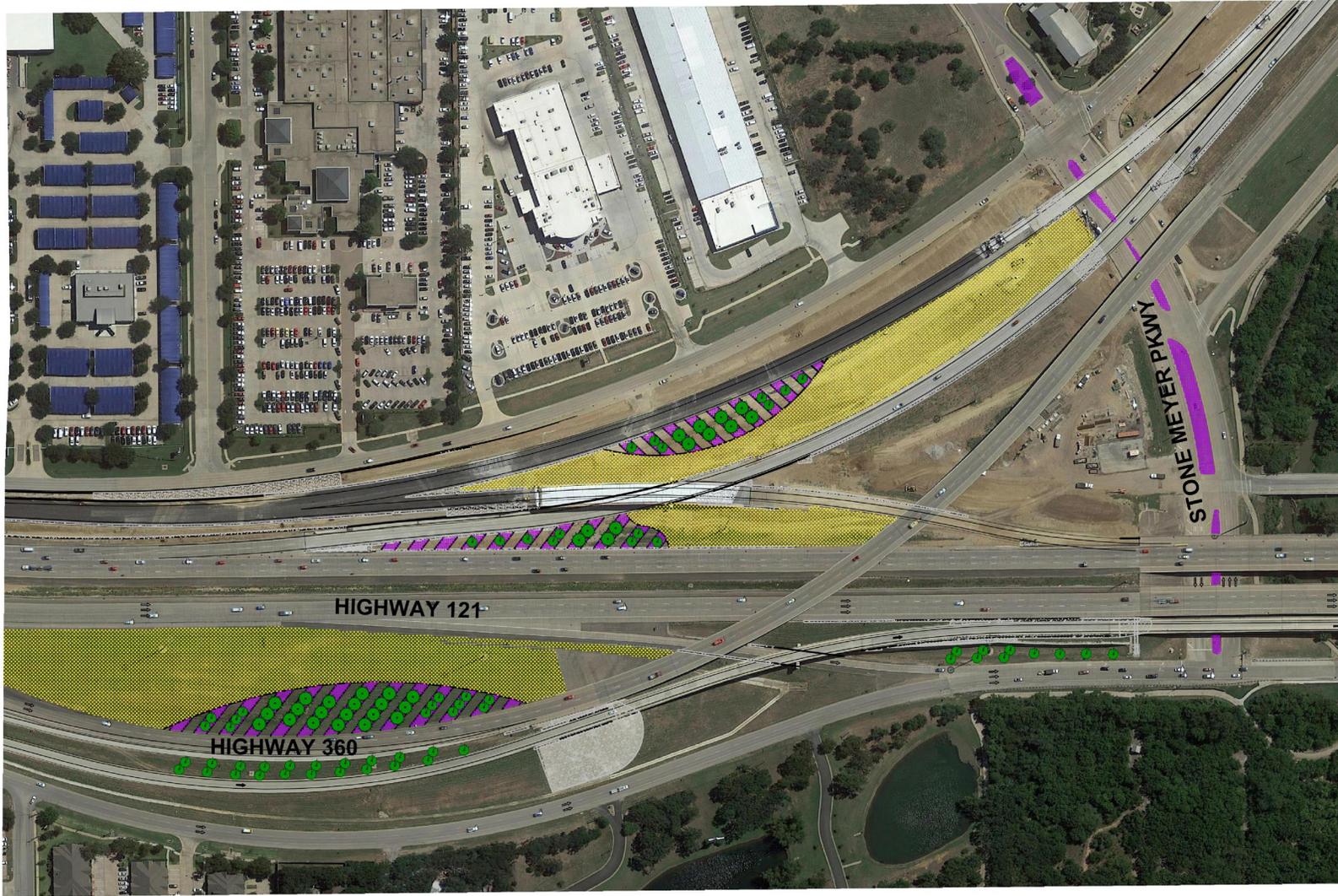
William D. Tate
Mayor

ATTEST:

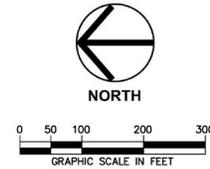
Tara Brooks
City Secretary

APPROVED AS TO FORM:

City Attorney



- LEGEND:**
-  SHRUB/ORNAMENTAL AREAS
 -  BUFFALO GRASS
 -  WILDFLOWER AREA



ITEM #13
CITY OF GRAPEVINE
GREEN RIBBON PROJECT



HWY 121 / 360
 @ STONE MEYER PKWY
 LANDSCAPE ENHANCEMENTS

PHASE - 5
SCHEMATIC PLAN



SRA Schickel, Rollins and Associates, Inc.
 Landscape Architecture - Civil Engineering - Planning
 7911 Coppas Drive West Phone: 817/461-1276
 Suite 200 Mopac: 817/461-8123
 Arlington, Texas 76016 Fax: 817/461-7645

DRAWN:	SCALE:	1" = 150'	
CHECKED:	SRA JOB NO:	3591i	
FEDERAL AND PROJECT NO.			
6		NH XXXX(XXX)	
STATE:	DIST:	COUNTY:	HIGHWAY NO.:
TEXAS	FTW	TARRANT	HWY 121/360
CONTROL:	SECTION:	JOB:	SHEET NO.:
XXXX	XX	XXX	1

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 20, 2018

SUBJECT: APPROVAL OF A RESOLUTION FOR AN ANNUAL CONTRACT FOR PORTABLE RESTROOM RENTAL SERVICES

RECOMMENDATION: City Council to consider a resolution for an annual contract for portable restroom rental services with United Rentals, Inc. for the Parks and Recreation Department.

FUNDING SOURCE: Funds for this purchase are available in various General Fund accounts for an annual estimated amount of \$100,000.

BACKGROUND: The purpose of this contract is to establish fixed pricing for portable toilet rental and maintenance used primarily by the Parks and Recreation Department and is available to various departments on an as-needed basis.

This annual contract will be made in accordance with an existing Cooperative Agreement with Harris County Department of Education as allowed by Texas Local Government Code, Section 271 and Texas Government Code, Chapter 791. This contract is for an initial one-year period with three optional, one-year renewals.

Bids were taken by the cooperative and a contract was awarded to United Rentals, Inc. The Parks and Recreation Department and Purchasing reviewed the contract for specification compliance and pricing and determined that the contract would provide the best service and pricing for meeting the needs of the City.

Staff recommends approval.

MH/LW

RESOLUTION NO. 2018-086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO CONTRACT FOR PORTABLE RESTROOM RENTAL SERVICES 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 Harris County Department of Education 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 the Harris County Department of Education and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, the Harris County Department of Education has an established contract No. 18/072KC-06, Industrial Equipment Rent, Lease or Purchase with United Rentals, Inc.; and

WHEREAS, the City of Grapevine, Texas has a need to contract for portable restroom rental services on an as-needed basis; 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 annual contract for portable restroom rental services from United Rental, Inc. through an interlocal agreement with Harris County Department of Education for an estimated annual amount of \$100,000.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the annual contract of said portable restroom rental services.

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 20th day of November, 2018.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

John F. Boyle, Jr.
City Attorney

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 20, 2018

SUBJECT: APPROVAL OF A RESOLUTION FOR THE SOLE SOURCE PURCHASE OF TRASH COMPACTOR STATIONS

RECOMMENDATION: City Council to consider a resolution authorizing a sole source purchase of trash compactor stations from Adrite for the Parks and Recreation Department.

FUNDING SOURCE: Funds for this purchase are available in account 174-74015-312-077 (Park Facility Upgrade/Improvements) in an amount not to exceed \$46,416.

BACKGROUND: This purchase request is for solar powered trash and recycling receptacles for the new Oak Grove Softball complex.

The procurement of trash compactor stations will be made as a sole source purchase from Adrite in accordance with Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a) (7) (A).

Staff recommends approval.

RW/BS

RESOLUTION NO. 2018-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE TRASH COMPACTOR STATIONS FROM A SOLE SOURCE VENDOR AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by Texas Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a) (7) (A) to purchase trash compactor stations on a sole source basis; and

WHEREAS, the Parks and Recreation Department has a need for additional trash compactor stations; and

WHEREAS, Adrite is the sole manufacturer and distributor for this type of trash compactor; 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 as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the sole source purchase of trash compactor stations from Adrite for an amount not to exceed \$46,416.

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

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 20th day of November, 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: NOVEMBER 20, 2018

SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT FOR THE TASER WARRANTY PLAN

RECOMMENDATION: City Council to consider the renewal of an annual contract for the Taser warranty plan with Axon Enterprises, Inc. for the Police Department.

FUNDING SOURCE: Funds for this purchase are available in account 117-43465-209-004 (Miscellaneous Equipment Maintenance/Crime Control Prevention District Fund) for an annual amount of \$19,055.

BACKGROUND: This annual warranty renewal is for 100 Taser devices purchased in previous years.

The Police and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best service and pricing for meeting the needs of the City. The contract was for an initial one-year period with four, one-year optional renewals. If approved, this will be for the third renewal option.

Staff recommends approval.

MB/BS

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 20, 2018

SUBJECT: APPROVAL OF CHANGE ORDER NO. 2 — INFLOW AND INFILTRATION PHASE 3 PROJECT AND APPROPRIATION ORDINANCE

RECOMMENDATION: City Council to consider Change Order No. 2 to the Inflow and Infiltration Phase 3 Project with Excel 4 Construction, LLC for sanitary sewer inflow and infiltration improvements and an ordinance appropriating the funds.

FUNDING SOURCE: Upon approval, funds in the amount of \$248,000 will be available in the Utility Enterprise Capital Fund account 201-48940-534-009-0044SW.

BACKGROUND: On January 16, 2018, the City Council authorized \$1,488,847 to Excel 4 Construction, LLC to replace aging sanitary sewer lines, associated services, and manholes. These lines have been identified to be a source of groundwater infiltration which puts additional demands on the City's lift stations and treatment plant. During construction, staff has identified additional work that needs to be performed. Change Order No. 1 was authorized by the City Council on July 17, 2018 for \$33,000. Change Order No. 2 is for \$203,266 with a 10% contingency, 2% for construction inspection, and \$20,000 in additional materials testing for a total of \$247,657.92 (rounded to \$248,000).

This change order includes the following:

- \$31,600 to insert new pipe within two failing corrugated metal pipes crossing Forest Hill and Sheffield.
- \$12,880 to re-route a sewer line at the southeast corner of the Marina Del Rey apartments due to extra depths of manholes and additional boring to reduce impacts to apartments during construction.
- \$106,367 to reroute sewer behind homes southwest of the intersection of Peninsula Drive and Placid Circle. The existing sewer was to be replaced during the last I&I project, but was delayed due to negotiations with property owners. This includes approximately 400 linear feet of new sewer pipe, nearly half of which will be bored between existing homes, four new manholes and related appurtenances.
- \$37,569 to change the asphalt pavement repair from 3" surface course to the full 6" of pavement for a longer life for all paving repair.
- \$14,850 to repair sanitary sewer lines that were determined to be failing in the field.

Staff recommends approval.

ORDINANCE NO. 2018-086

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, REVISING THE ADOPTED CAPITAL IMPROVEMENTS BUDGET FOR THE FISCAL YEAR ENDING IN 2019; PROVIDING FOR \$248,000 IN THE UTILITY ENTERPRISE CAPITAL FUND; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Grapevine is making sanitary sewer inflow and infiltration improvements; and

WHEREAS, funding for the changes to the inflow and infiltration improvements are not currently included in the Fiscal Year 2018-2019 Capital Improvements Plan Budget; and

WHEREAS, Ordinance No. 2018-002 was approved on January 16, 2018 appropriating \$1,488,847 and Ordinance No. 2018-061 was approved on July 17, 2018 appropriating \$33,000 in the Utility Enterprise Capital Fund; and

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

WHEREAS, the City Council deems the adoption of this ordinance to be in the best interests of the health, safety, and welfare of the public.

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 the City Council hereby authorizes an amount of \$248,000 from the Utility Enterprise Capital Fund for the inflow and infiltration to the City's sanitary sewer system.

Section 3. That a copy of the revised Fiscal Year 2018-2019 Capital Improvements Plan budget document shall be kept on file in the office of the City Secretary and on the City of Grapevine website.

Section 4. That the terms and provisions of this ordinance shall be deemed to be severable, and that if the validity of any section, subsection, word, sentence or phrase shall be held to be invalid, it shall not affect the remaining part of this ordinance.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 20th day of November, 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: NOVEMBER 20, 2018

SUBJECT: DALLAS ROAD CORRIDOR/COTTON BELT EXTENSION TRAIL PROJECT AMENDMENT

RECOMMENDATION: City Council consider Amendment No. 1 Inc. for additional environmental work associated with the Dallas Road Corridor/Cotton Belt Extension Trail Project with Huitt-Zollars.

FUNDING SOURCE: Funds have been appropriated for the Dallas Road Corridor/Cotton Belt Extension Trail Project Fund 178 in an amount not to exceed \$50,000.

BACKGROUND: On October 3, 2017, the City of Grapevine contracted with Huitt-Zollars Inc. for the preparation of the design of roadway and trail improvements for Dallas Road/Cotton Belt Extension Trail. This project contains \$5,000,000 in federal funding as part of the NTCOG set aside program. The use of federal funds requires the project meet certain federal environmental processes controlled by TXDOT. After staff executed the contract with Huitt-Zollars, Inc., TXDOT modified their procedures to require the City to hold a public hearing for this type of project.

The Public Hearing process includes several tasks including space rental, preparation of exhibits, staff support to field questions from the public, and a court reporter to take written testimony from the public. In addition, the public will have 10 calendar days to provide additional public comment on the project. After the close of the comment period, all testimony will be processed and written responses will be included in the formal environmental report submitted to TXDOT to clear the project for construction. The proposed amendment will be based on actual work effort not to exceed \$50,000.

Staff recommends approval.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 20, 2018

SUBJECT: APPROVAL OF WATER AND WASTEWATER SYSTEM ON-CALL CONTRACT 2018-2019

RECOMMENDATION: City Council to consider the 2018-2019 water and wastewater system on-call contract with Parkhill, Smith and Cooper, Inc.

FUNDING SOURCE: Funds for this contract are available in account 200-44540-530-001 (Professional Services Water Distribution), 200-44540-530-002 (Professional Services Water Treatment), 200-44540-531-001 (Professional Services Wastewater Collection), 200-44540-531-002 (Professional Services Wastewater Treatment), 200-43360-534-000 (Water PCMF) and 200-43370-534-000 (Wastewater PCMF) in an amount not to exceed \$400,000.

BACKGROUND: This contract is for miscellaneous design and engineering recommendations for minor improvements to the Water Treatment and Waste Water Treatment Plants as well as the 32 Public Works' lift stations. The plants are aging and require upkeep to maintain capacity and reliability. Staff continues to also improve treatment process to decrease treatment costs. This contract will be on a task order basis, as the need arises, staff will request a task order from Parkhill, Smith & Cooper, Inc. (PS&C) for fees associated with the design or recommendation in question. Based on the complexity of the improvements designed, staff may elect to construct with their own forces or retain an outside contractor through a competitive bid process.

Examples of typical tasks would include: 1) the design to install a backup generator and associated wiring at the WTP; 2) design to replace the air lines for the aeration basins at the WWTP; and 3) analyzing pump and systems curves at the lift stations to select replacement equipment.

Parkhill, Smith & Cooper, Inc. has provided design services for several years at both plants and, as such, is familiar with the condition of the plants and their operational needs.

Staff recommends approval.

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Regular Session on this the 6th day of November 6, 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 Rogers	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
John F. Boyle, Jr.	City Attorney
Matthew C.G. Boyle	Assistant City Attorney
Tara Brooks	City Secretary

Call to Order

Mayor Tate called the meeting to order at 6:30 p.m.

Item 1. Executive Session

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

- A. Consultation with and legal advice from the City Attorney regarding pending litigation (Morrissey, et al. v. Grapevine – Cause No. 348-303736-18), pursuant to Section 551.071, Texas Government Code.
- B. Real property relative to deliberation to the purchase, exchange, lease, sale or value of real property (City property, Public Works, and the 185 acres) pursuant to Section 551.072, Texas Government Code.
- C. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

The City Council recessed to the City Council Conference Room and began the closed session at 6:34 p.m. The closed session ended at 7:25 p.m.

Upon reconvening in open session in the Council Chambers, Mayor Tate asked if there was any action necessary relative to Sections 551.071, 552.072 or 551.087. City Manager Bruno 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.

Mayor Tate called the regular meeting to order at 7:30 p.m.

REGULAR MEETING

Item 2. Invocation

Mayor Pro Tem Darlene Freed delivered the invocation.

Item 3. Posting the Colors and the Pledges of Allegiance

Boy Scout Troop 4 posted the colors and led the Pledges of Allegiance.

Item 4. Citizen Comments

Nancy Snyder, 2848 Dove Pond Drive, Grapevine spoke in favor of the proposed animal ordinance and fee schedule.

PRESENTATIONS

Item 5. Grapevine Chamber of Commerce to present Chamber update.

Grapevine Chamber of Commerce Board Chairman Theresa Mason presented an update on the Chamber's activities over the past year, including the work of the various committees, hosting the Texas Chamber of Commerce Convention, two job fairs, and a procurement conference. Mrs. Mason also described the North Texas Employer Health Plan Cooperative and the plans for the Chamber's building remodel and expansion.

Item 6. City Secretary's Office departmental update.

City Secretary Tara Brooks and Assistant City Secretary/Records Manager Shawna Barnes updated Council about ongoing Laserfiche projects including Weblink, the Agenda Management process and the Performance Evaluation process.

NEW BUSINESS

Item 7. Consider **Ordinance No. 2018-001** amending Code of Ordinances Chapter 6, Animals and Fowl, and take any necessary action.

Police Chief Mike Hamlin presented this item to Council and highlighted some of the changes to the ordinance. Chief Hamlin answered questions from Council.

Motion was made to approve Ordinance No. 2018-001 adding the word “individuals” to Section 6-12 (a), therefore the new section reads:

(a) It shall be unlawful for any person to allow livestock to be driven or ridden upon any public property; provided, however, horses may be ridden on the unimproved or unpaved portion of the right-of-way. The City, however, shall maintain the exclusive authority to enter into a contractual relationship with one or more entities, individuals or companies to provide horse-drawn carriage service within certain defined locations in the City and pursuant to the terms and conditions of said contract. The Chief of Police, or designee, may authorize horses and/or other livestock to be ridden or driven on the right-of-way under the authority of a parade permit and/or a special event.

Motion: Freed
Second: Rogers
Ayes: Tate, Freed, Rogers, Lease, Coy, O’Dell, and Slechta
Nays: None
Approved: 7-0

ORDINANCE NO. 2018-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AMENDING THE GRAPEVINE CODE OF ORDINANCES, CHAPTER 6, ANIMALS AND FOWL; PROVIDING AMENDMENTS TO SAME; PROVIDING A PENALTY, NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 8. Consider amending the fee schedule associated with the Code of Ordinances Chapter 6, Animals and Fowl, and take any necessary action.

Police Chief Hamlin presented this item and discussed the changes to the fee schedule.

Motion was made to approve the fee schedule associated with the Code of Ordinances Chapter 6, Animals and Fowl.

Motion: O’Dell
Second: Slechta
Ayes: Tate, Freed, Rogers, Lease, Coy, O’Dell, and Slechta
Nays: None
Approved: 7-0

Item 9. Consider **Ordinance No. 2018-085** amending the Code of Ordinances Chapter 16, Parks and Recreation for parks, lake parks and facilities, and take any necessary action.

Parks and Recreation Director Kevin Mitchell presented the proposed changes to the Code of Ordinances as it relates to the new dog park.

Parks and Recreation Director Mitchell and Animal Services Supervisor Kristina Valentine answered questions from Council.

Motion was made to approve Ordinance No. 2018-085 adding language to Section 16-69(k) to read: "If a dog bite occurs at an Off-Leash Dog Park, it must be reported to Grapevine Animal Services within twenty-four hours."

Motion: Rogers

Second: Lease

Ayes: Tate, Freed, Rogers, Lease, Coy, O'Dell, and Slechta

Nays: None

Approved: 7-0

ORDINANCE NO. 2018-085

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AMENDING THE GRAPEVINE CODE OF ORDINANCES CHAPTER 16, PARKS AND RECREATION, ADDING ARTICLE IV, OFF-LEASH DOG PARKS, PROVIDING REGULATIONS FOR OFF-LEASH DOG PARKS; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500); DECLARING AN EMERGENCY 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 10. Consider renewal of annual contracts with Aetna Inc. and Group Administrative Concepts for post-65 retiree health insurance.

Chief Financial Officer Greg Jordan recommended approval of the annual contracts with Aetna for Medicare Advantage PPO (Part C) and Medicare Rx Plan (Part D) and with

Group Administrative Concepts for Medicare Supplement (Part F) and Medicare Rx Plan (Part D) for an annual estimated amount of \$640,000.

Motion was made to approve the consent agenda as presented.

Motion: Slechta

Second: Rogers

Ayes: Tate, Freed, Rogers, Lease, Coy, O'Dell, and Slechta

Nays: None

Approved: 7-0

Item 11. Consider **Resolution No. 2018-080** authorizing the purchase of fire protection hoods from Casco Industries, Inc.

Fire Chief Darrell Brown recommended approval of Resolution No. 2018-080 authorizing the purchase of fire protection hoods for a total amount not to exceed \$20,250.

Motion was made to approve the consent agenda as presented.

Motion: Slechta

Second: Rogers

Ayes: Tate, Freed, Rogers, Lease, Coy, O'Dell, and Slechta

Nays: None

Approved: 7-0

RESOLUTION NO. 2018-080

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

Item 12. Consider **Resolution No. 2018-081** authorizing an interlocal cooperation agreement between the City of Grapevine and other local governments to provide mutual aid animal control services in the event of an emergency or disaster.

Police Chief Hamlin recommended approval of Resolution No. 2018-081 authorizing an interlocal agreement to provide mutual aid animal control services with the Cities of Allen, Arlington, Cedar Hill, Cleburne, Desoto, Duncanville, Farmers Branch, Frisco, Garland, Grand Prairie, Irving, Mesquite, Plano, and Richardson.

Motion was made to approve the consent agenda as presented.

Motion: Slechta

Second: Rogers

Ayes: Tate, Freed, Rogers, Lease, Coy, O'Dell, and Slechta

Nays: None

Approved: 7-0

RESOLUTION NO. 2018-081

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 CITIES OF ALLEN, ARLINGTON, CEDAR HILL, CLEBURNE, DESOTO, DUNCANVILLE, FARMERS BRANCH, FRISCO, GARLAND, GRAND PRAIRIE, IRVING, MESQUITE, PLANO, AND RICHARDSON TO PROVIDE ANIMAL CONTROL SERVICES AND PROVIDING AN EFFECTIVE DATE

Item 13. Consider the award of an informal request for quote for fiber conduit from Terry-Durin Company.

Public Works Director Bryan Beck recommended approval of the award of an informal request for quote for fiber conduit as part of the fiber connection project in an amount not to exceed \$25,875.

Motion was made to approve the consent agenda as presented.

Motion: Slechta

Second: Rogers

Ayes: Tate, Freed, Rogers, Lease, Coy, O'Dell, and Slechta

Nays: None

Approved: 7-0

Item 14. Consider the renewal of an annual contract with BIS Consulting for dedicated server hosting for the Public Works Department.

Public Works Director Beck recommended approval of the renewal of the annual contract for dedicated server hosting for the Public Works Department's ArcGIS Server Software and Cartegraph OMS Web applications and databases in an amount not to exceed \$16,800.

Motion was made to approve the consent agenda as presented.

Motion: Slechta

Second: Rogers

Ayes: Tate, Freed, Rogers, Lease, Coy, O'Dell, and Slechta

Nays: None

Approved: 7-0

Item 15. Consider the minutes of the October 16, 2018 Regular City Council meeting.

City Secretary Brooks recommended approval of the minutes as provided.

Motion was made to approve the consent agenda as presented.

Motion: Slechta

Second: Rogers
Ayes: Tate, Freed, Rogers, Lease, Coy, O'Dell, and Slechta
Nays: None
Approved: 7-0

ADJOURNMENT

Motion was made to adjourn the meeting at 8:05 p.m.

Motion: Lease
Second: Slechta
Ayes: Tate, Freed, Rogers, 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 20th day of November, 2018.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

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 16th day of October 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
Dennis Luers	Member
Robert Rainwater	Alternate
Traci Hutton	Alternate

constituting a quorum with Gary Martin and Beth Tiggelaar absent and the following City Staff:

Ron Stombaugh	Development Services Assistant Director
John Robertson	Engineering Manager
Albert Triplett, Jr.	Planner II

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:

CU18-22	PAYCOM
SU18-03/PD18-03	ORTHO MED MANUAL THERAPY
HL18-02	314 EAST FRANKLIN STREET

Chairman Oliver closed the Briefing Session at 7:28 p.m.

JOINT PUBLIC HEARINGS

Mayor Pro-Tem Freed 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 8:04 p.m.

ITEM 6. CONDITIONAL USE APPLICATION CU18-22 PAYCOM

First for the Commission to consider and make recommendation to City Council was conditional use application CU18-22 submitted by Johnson and Associates for property located at 3489 State Highway 121 and proposed to be platted as Lot 1, Block 1, Paycom Addition. The applicant was requesting a conditional use permit to exceed the maximum height limit of 50 feet for the district.

In the Commission's deliberation session, Monica Hotelling moved to approve conditional use application CU18-22. Dennis Luers seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton
Nays: None

ITEM 7. PRELIMINARY PLAT – LOT 1, BLOCK 1, PAYCOM

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 1, Paycom. The applicant was preliminary platting 13.124 acres for the development of multiple office buildings.

In the Commission's deliberation session, Monica Hotelling moved to approve the Statement of Findings and Preliminary Plat Application of Lot 1, Block 1, Paycom. Jimmy Fechter seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton
Nays: None

ITEM 8. FINAL PLAT – LOT 1, BLOCK 1, PAYCOM

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 1, Paycom. The applicant was final platting 13.124 acres for the development of multiple office buildings.

In the Commission's deliberation session, B J Wilson moved to approve the Statement of Findings and Final Plat Application of Lot 1, Block 1, Paycom. Dennis Luers seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton
Nays: None

ITEM 9 & 10. SPECIAL USE APPLICATION SU18-03 AND PLANNED DEVELOPMENT OVERLAY APPLICATION PD18-03 – ORTHO MED MANUAL THERAPY

Next for the Commission to consider and make recommendation to City Council was special use application SU18-03 and a planned development overlay application PD18-03 submitted by D Yvette Abrego for property located at 250 North Main Street and platted as Lot 2R and Lot 3, North Main Street Shopping Center. The applicant was requesting to allow massage services and to deviate from but not be limited to the existing parking requirements.

In the Commission's deliberation session discussion was held regarding the parking requirements for the building and future tenants.

Monica Hotelling moved to approve special use application SU18-03. Jimmy Fechter seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton
Nays: None

B J Wilson moved to approve planned development overlay application PD18-03 with the condition that changing the request to 88 parking spaces and that any future uses within the building relative to the occupancy load must comply such that the maximum number of parking spaces to be utilized will need to be 88 and requiring staff to immediately and formally notify the owner of the property of these changes to the parking requirements. Monica Hotelling seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton
Nays: None

ITEM 11. HISTORIC LANDMARK SUBDISTRICT HL18-02 – 314 EAST FRANKLIN STREET

Next for the Commission to consider and make recommendation to City Council was historic landmark subdistrict application HL18-02 submitted by Allen and Rose Paxton for property located at 314 East Franklin Street and platted as Lot E70'2 & 12' alley, Block 30, City of Grapevine.

The applicant was requesting an historical landmark sub-district.

In the Commission's deliberation session, Monica Hotelling moved to approve historic landmark subdistrict HL18-02. Jimmy Fechter seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton
Nays: None

ITEM 12. FINAL PLAT – THE RESERVE AT BEAR CREEK

Next for the Commission to consider and make recommendation to the City Council was the Statement of Findings and Final Plat Application of The Reserve at Bear Creek. The applicant was final platting 13.646 acres for the development 69 residential townhomes.

In the Commission's deliberation session, Dennis Luers moved to approve the Statement of Findings and Final Plat Application of The Reserve at Bear Creek. Monica Hotelling seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton
Nays: None

ITEM 13. FINAL PLAT – LOTS 27 AND 28, BLOCK 1, SHAMROCK SHORES ESTATES

Next for the Commission to consider and make recommendation to the City Council was the Statement of Findings and Final Plat Application of Lots 27 and 28, Block 1, Shamrock Shores Estates. The applicant was final platting 0.5245 acres for the development 2 residential structures.

In the Commission's deliberation session, B J Wilson moved to approve the Statement of Findings and Final Plat Application of Lots 27 and 28, Block 1, Shamrock Shores Estates. Monica Hotelling seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton
Nays: None

ITEM 14. CONSIDERATION OF MINUTES

Next for the Commission to consider were the minutes of the September 18, 2018, Planning and Zoning Public Hearing.

Dennis Luers moved to approve the September 18, 2018 Planning and Zoning Public Hearing minutes as written. Monica Hotelling seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton
Nays: None

ADJOURNMENT

With no further business to discuss, Monica Hotelling moved to adjourn the meeting at 8:26 p.m. B J Wilson seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton
Nays: None

PASSED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF GRAPEVINE, TEXAS ON THIS THE 20TH DAY OF NOVEMBER 2018.

APPROVED:

CHAIRMAN

ATTEST:

PLANNING TECHNICIAN