



CITY OF GRAPEVINE, TEXAS  
REGULAR CITY COUNCIL MEETING AGENDA  
TUESDAY, MAY 7, 2019

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

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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.	Regular Meeting - City Council Chambers

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

**EXECUTIVE SESSION:**

1. City Council to recess to the City Council Conference Room to conduct a closed session relative to:
  - A. 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, the 185 acres, and Lonesome Dove Exchange) 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: Council Member Mike Lease
3. Posting of the Colors and Pledges of Allegiance: Boy Scout Troop 700

## 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.

## PRESENTATIONS

5. Mayor Pro Tem Freed to present a proclamation in recognition of National Small Business Week.
6. Mayor Pro Tem Freed to present a proclamation in recognition of Police Week and Peace Officers Memorial Day.
7. Mayor Pro Tem Freed to present a proclamation in recognition of National Travel and Tourism Week.
8. Mayor Pro Tem Freed to present a proclamation in recognition of Grapevine Main Street Program Month.
9. Mayor Pro Tem Freed to present Grapevine Heritage Foundation's 2019 Preservation Advocacy Award Winners.
10. Chairperson Brian Lucas to present Annual Main Street Fest information.

## NEW BUSINESS

11. Consider **Resolution No. 2019-022** supporting the 2020 U.S. Census and take any necessary action.
12. Consider **Resolution No. 2019-023** authorizing a boundary adjustment agreement with the City of Southlake for property located at 2311 Lonesome Dove Road, 2701 Lonesome Dove Road and 1556 North Gravel Circle, and take any necessary action.
13. Consider an Interlocal Agreement to provide sanitary sewer service to 2701 Lonesome Dove Road located in the City of Southlake and take any necessary action.

## CONSENT AGENDA

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 Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion.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

14. Consider declaring certain items surplus property and authorizing their sale through public auction. Chief Financial Officer recommends approval.
15. Consider the renewal of an annual contract for Microsoft licenses from SHI Government Solutions, Inc. Chief Technology Officer recommends approval.
16. Consider the purchase of flooring installation from Ware Brothers. Parks and Recreation Director recommends approval.
17. Consider the approval for the purchase and installation of a pavilion for the Botanical gardens from Metro Site Source, Inc. Parks and Recreation Director recommends approval.
18. Consider the purchase of two Ford trucks from Sam Pack's Five Star Ford for the Convention and Visitors Bureau and Water Departments. Convention and Visitors Bureau Director and Public Works Director recommend approval.
19. Consider the purchase of police equipment to up-fit four police Ford Interceptors from Defender Supply. Police Chief and Public Works Director recommend approval.
20. Consider the purchase and installation of fan powered electric heating VAV boxes from Entech Sales and Services. Public Works Director recommends approval.
21. Consider the purchase of a tandem dump truck from Grande Truck Center. Public Works Director recommends approval.
22. Consider the renewal of an annual contract for water meters and registers with Zenner Performance Meters, Inc. Public Works Director recommends approval.
23. Consider the renewal of annual contracts for ground based mosquito control services with Municipal Mosquito and Vector Disease Control International. Public Works Director recommends approval.
24. Consider an agreement with Pacheco Koch Consulting Engineers, Inc. to review, update, and expand the City's survey monuments. Public Works Director recommends approval.
25. Consider an agreement for general engineering consultation services with Pacheco Koch Consulting Engineers, Inc. Public Works Director recommends approval.
26. Consider Amendment No. 1 to the construction contract for the Nash-Berry reconstruction and South Nolen Drive connection projects with Jeske Construction Company to add an additional left turn lane at the east bound Mustang Drive and

William D. Tate Avenue intersection. Public Works Director recommends approval.

27. Consider **Ordinance No. 2019-019** abandoning a utility easement on Lot 3, Block 1, Beard Addition. Public Works Director recommends approval.
28. Consider **Ordinance No. 2019-020** abandoning a utility easement on Lot 16, Block 1, Lakeside Estates Four Addition, and take any necessary action.
29. Consider the minutes of the April 16, 2019 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 May 3, 2019 by 5:00 p.m.

  
Tara Brooks  
City Secretary



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

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL OF RESOLUTION SUPPORTING THE 2020 U.S. CENSUS

**RECOMMENDATION:** City Council to consider a resolution supporting the 2020 U.S. Census.

**FUNDING SOURCE:** N/A

**BACKGROUND:** Jennifer Pope with the U.S. Census will present an overview of the upcoming U.S. Census in 2020. She will provide information on the timeline of activities, the Complete Count Committee, local resource needs and the critical next steps. The U.S. Census has requested consideration of the attached resolution that affirms community support of the upcoming census. A copy of her presentation is also attached.

RESOLUTION NO. 2019-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GRAPEVINE, TEXAS, SUPPORTING THE U.S. CENSUS  
2020 AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, Federal and State funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing; and

WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for the accurate and fair redistricting of state legislative seats, county and city councils and voting districts; and

WHEREAS, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

WHEREAS, all prerequisites for the adoption 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 above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. The City Council supports the goals and ideals for the 2020 Census. The City Council encourages all City residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation. The City Council encourages Census advocates to speak to City and Community Organizations. The City Council supports census takers as they help our City complete an accurate count. The City Council strives to achieve a complete and accurate count of all persons within our borders.

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 7th day of May, 2019.

APPROVED:

\_\_\_\_\_  
Darlene Freed  
Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Tara Brooks  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## 2020 Census: What's at Stake for Grapevine

City of Grapevine, City Council Presentation

Grapevine, TX

Presenter: Jennifer Pope, Partnership Specialist

U.S. Census Bureau-Denver Region



U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
*census.gov*

# Agenda

- Greetings
- Census Overview
- Timeline of Activities
- Complete Count Committee Basics
- Determining Local Resource Needs
- Critical Next Steps and Q&A

# Census Overview

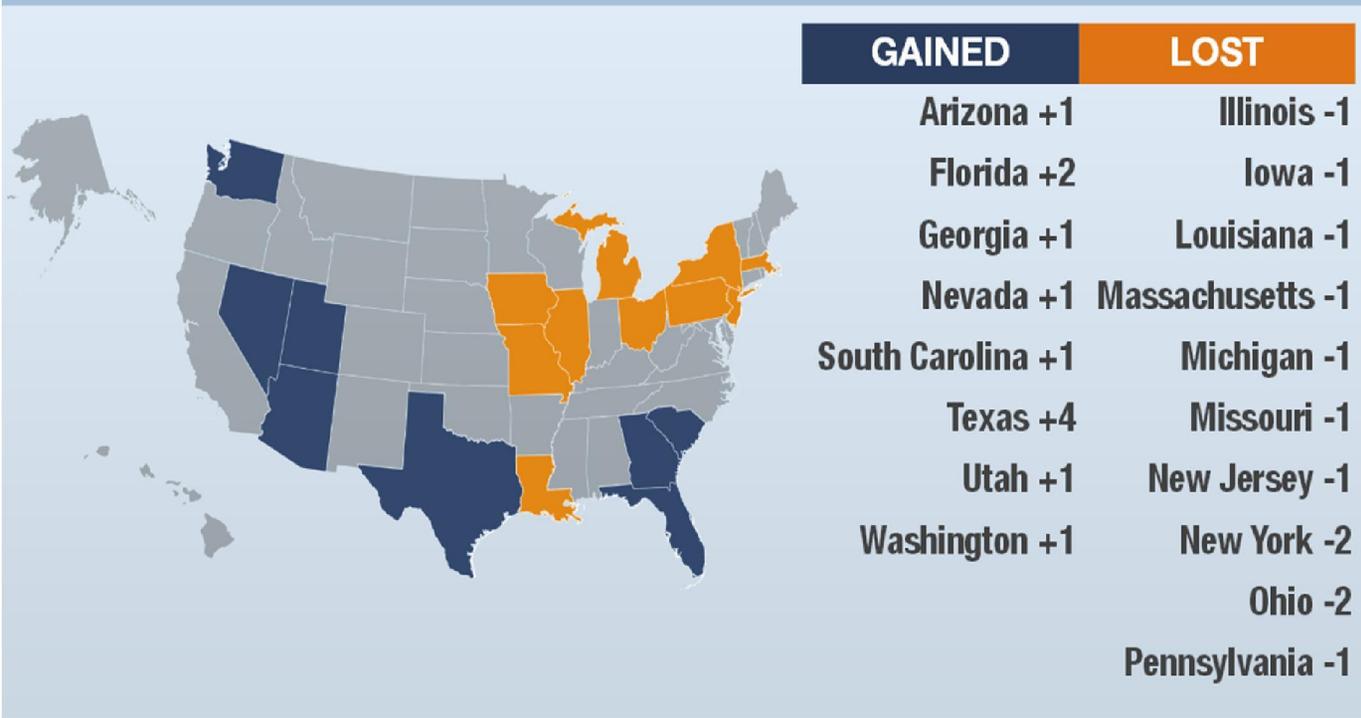
Why we do a census:

## Article 1, Section 2 of the US Constitution

*The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.*

# APPORTIONMENT

2010  
OFFICIAL RESULTS



# Counting For Dollars

Texas receives over \$43 billion dollars per year based on Decennial Census data.

The per capita allocation is \$1,578.

Counting for Dollars link:

<https://gwipp.gwu.edu/counting-dollars-role-decennial-census-geographic-distribution-federal-funds>



U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
*census.gov*

THE GEORGE WASHINGTON INSTITUTE OF PUBLIC POLICY

**THE GEORGE WASHINGTON UNIVERSITY**

WASHINGTON, DC

**Counting for Dollars 2020**  
16 Large Federal Assistance Programs that Distribute Funds on Basis of Decennial Census-derived Statistics (Fiscal Year 2015)

**Texas**

Total Program Obligations: \$43,334,650,874  
Per Capita: \$1,578 (see note on proper use)

CFDA #	Program Name	Dept.	Type	Recipients	Obligations
93.778	Medical Assistance Program (Medicaid)	HHS	Grants	States	\$21,731,712,107
10.551	Supplemental Nutrition Assistance Program (SNAP)	USDA	Direct Pay	Households	\$5,265,414,124
93.774	Medicare Part B (Supplemental Medical Insurance) – Physicians Fee Schedule Services	HHS	Direct Pay	Providers	\$4,548,698,536
20.205	Highway Planning and Construction	DOT	Grants	States	\$3,633,437,152
10.555	National School Lunch Program	USDA	Grants	States	\$1,394,918,358
84.010	Title I Grants to Local Education Agencies	ED	Grants	LEAs	\$1,321,089,793
93.767	State Children's Health Insurance Program (S-CHIP)	HHS	Grants	States	\$1,068,727,000
14.871	Section 8 Housing Choice Vouchers	HUD	Direct Pay	Owners	\$1,045,825,000
84.027	Special Education Grants (IDEA)	ED	Grants	States	\$984,945,560
93.600	Head Start/Early Head Start	HHS	Grants	Providers	\$678,806,882
10.557	Supplemental Nutrition Program for Women, Infants, and Children (WIC)	USDA	Grants	States	\$534,860,939
14.195	Section 8 Housing Assistance Payments Program (Project-based)	HUD	Direct Pay	Owners	\$330,585,412
93.527/93.224	Health Center Programs (Community, Migrant, Homeless, Public Housing)	HHS	Grants	Providers	\$245,890,848
93.596	Child Care and Development Fund-Entitlement	HHS	Grants	States	\$221,754,000
93.658	Foster Care (Title IV-E)	HHS	Grants	States	\$210,415,000
93.568	Low Income Home Energy Assistance (LIHEAP)	HHS	Grants	States	\$117,570,163

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# Key Data Collection Dates

- Nov – 2019
- April 2018
- January-Feb 2019
- Aug – Oct 2019
- Jan-Aug-2019
- Early 2020
- March 23, 2020
- April 1, 2020
- May 2020
- August 2020
- December 31, 2020
- In-Office Address Canvass
- Regional Census Center Opens
- Early Area Census Offices Open
- Address Canvassing – select areas
- Area Census Offices Open
- Group Quarters Start
- Self Response Starts
- **CENSUS DAY**
- Non-Response Follow-Up Starts
- Data Collection Complete
- Counts Delivered to President

# What is a Complete Count Committee

## WHO?

Tribal, state, and local governments work together with partners to form CCCs to promote and encourage response to the 2020 Census in their communities. Community-based organizations also establish CCCs that reach out to their constituents.

## WHAT?

A CCC is comprised of a broad spectrum of government and community leaders from education, business, healthcare, and other community organizations. These trusted voices develop and implement a 2020 Census awareness campaign based upon their knowledge of the local community to encourage a response.

## WHEN?

The formation of CCCs is happening NOW! Leaders are identifying budget resources and establishing local work plans. In 2020, they will implement the plans and lead their communities to a successful census count.

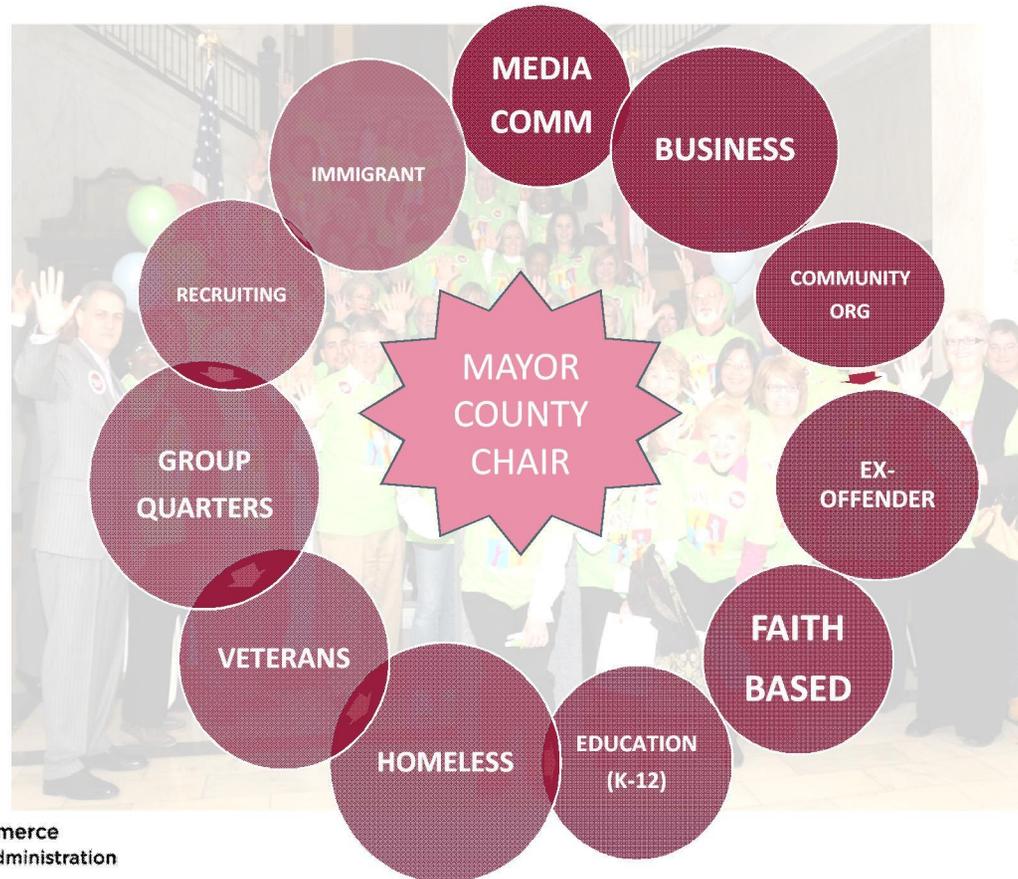


# Structure of a Complete Count Committee

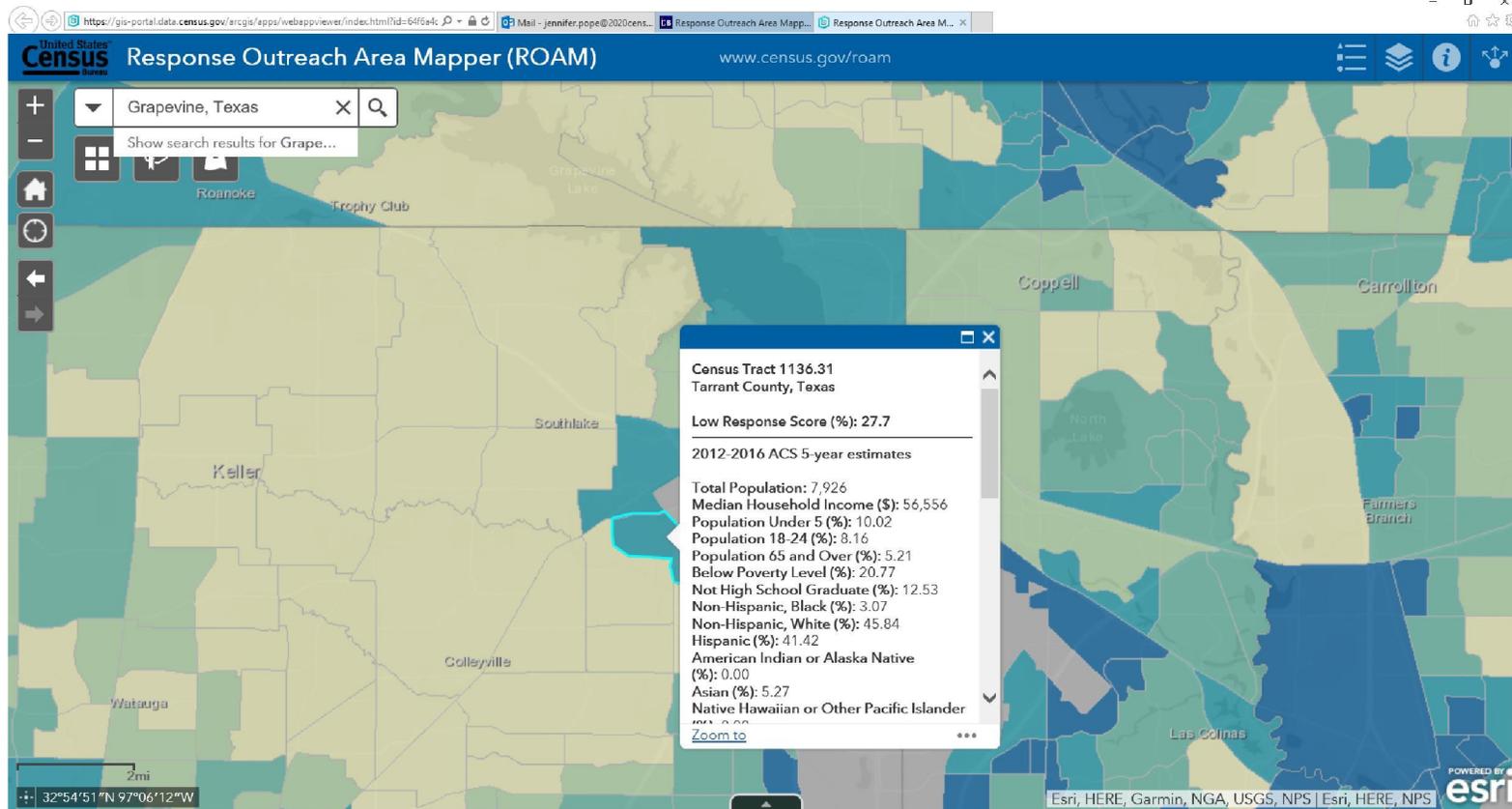
The mayor/HEO appoints the members of the CCC based on their ability to:

- Communicate to HTC
- Bring Resources to the table
- Approve initiatives
- Influence
- Allocate sufficient time
- Represent all races/ethnicities in a non-partisan manner
- Create coalitions

# Complete Count Committee Formation



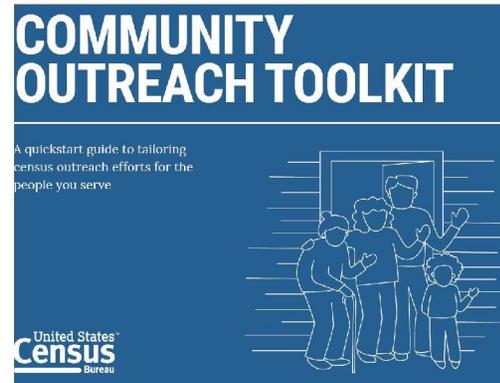
# Response Outreach Area Mapper (ROAM)



# CCC TOOLS



<https://www.census.gov/programs-surveys/sis.html>



**CENSUS 101: WHAT YOU NEED TO KNOW**

The 2020 Census is closer than you think!  
Here's a quick refresher of what it is and why it's essential that everyone is counted.

**Everyone counts.**  
The census counts every person living in the U.S. once, only once, and in the right place.

**It's about fair representation.**  
Every 10 years, the results of the census are used to reapportion the House of Representatives, determining how many seats each state gets.

**It's in the Constitution.**  
The U.S. Constitution requires a census every 10 years. The census covers the entire country and everyone living here. The first census was in 1790.

**It means \$675 billion.**  
Census data determine how more than \$675 billion are spent, supporting your state, county and community's vital programs.

**It's about redistricting.**  
After each census, state officials use the results to redraw the boundaries of their congressional and state legislative districts, adapting to population shifts.

**Taking part is your civic duty.**  
Completing the census is required. It's a way to participate in our democracy and say "I COUNT!"



U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
[census.gov](https://www.census.gov)

<https://www.census.gov/partners/toolkit.pdf>

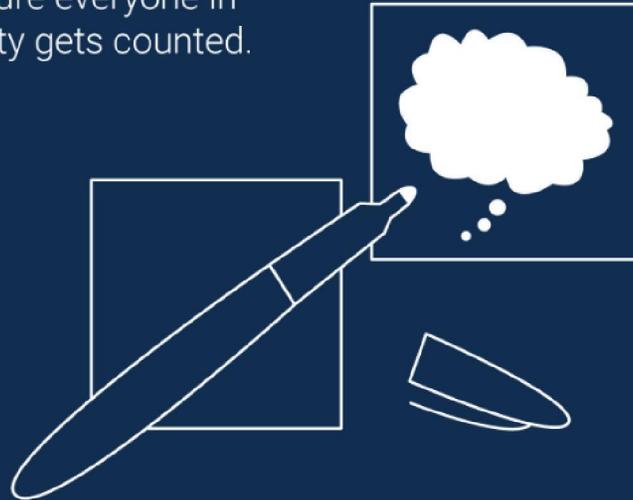
# CENSUS JOBS NOW LIVE!

<https://2020census.gov/jobs>



# You can help.

You are the expert—  
we need your ideas on the best  
way to make sure everyone in  
your community gets counted.



United States  
**Census**  
Bureau

United States  
**Census**  
Bureau

U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
*census.gov*

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**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL OF BOUNDARY ADJUSTMENT AGREEMENT WITH THE CITY OF SOUTHLAKE

**RECOMMENDATION:** City Council to consider a resolution approving a boundary adjustment agreement with the City of Southlake on properties located at 2311 Lonesome Dove Road, 2701 Lonesome Dove Road and 1556 North Gravel Circle.

**FUNDING SOURCE:** None

**BACKGROUND:** The City of Grapevine and the City of Southlake were approached by three property owners whom wanted to subdivide their properties. A concern was that the Southlake/Grapevine city limit splits these properties into hard to develop lots.

2311 Lonesome Dove Road is a two-acre lot that was split in half longitudinally into two narrow rectangular lots, approximately one acre in Grapevine and one-acre in Southlake. The property owner desired that the city limit line to be squared off creating three lots with two, half-acre lots in Grapevine and one, one-acre lot in Southlake. City services will be provided by Southlake and Grapevine for the respective lots in each city.

2701 Lonesome Dove Road and 1556 N Gravel Circle are owned by two different property owners and the city limit divides both lots into two narrow rectangular lots, each with approximately 0.37 acres in Southlake and approximately 0.51 acres in Grapevine. The proposed boundary adjustment will make 2701 Lonesome Dove Road approximately 0.9 acres totally in Southlake and 1556 North Gravel Circle approximately 0.9 acres completely in Grapevine. Southlake will provide all city services to 2701 Lonesome Dove Road with the exception of sanitary sewer which will be provided through an Interlocal Agreement by the City of Grapevine and 1556 North Gravel Circle will be provided all city services through Grapevine.

Property owners will follow the boundary adjustment with lot platting prior to any future building permits.

Staff recommends approval.

RESOLUTION NO. 2019-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, APPROVING A BOUNDARY ADJUSTMENT AGREEMENT WITH THE CITY OF SOUTHLAKE, TEXAS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, a home rule municipality and political subdivision of the State of Texas and the City of Southlake, Texas, a home rule municipality and political subdivision of the State of Texas agree that the boundary noted in "Exhibit A" attached should be adjusted; and

WHEREAS, pursuant to the authority granted in Section 43.015 of the Texas Local Government Code, as amended, adjacent municipalities may change boundaries by agreement, if the area is less than 1,000 feet in width; 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. Pursuant to the provisions of Section 43.015, Texas Local Government Code, the City of Grapevine hereby agrees to the boundary adjustment agreement as identified in Exhibit "A" which is attached hereto and incorporated herein for all purposes.

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 7th day of May, 2019.

APPROVED:

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Darlene Freed  
Mayor Pro Tem

ATTEST:

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Tara Brooks  
City Secretary

APPROVED AS TO FORM:

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City Attorney

**Exhibit "A"**

**STATE OF TEXAS           §**  
**§**           **BOUNDARY ADJUSTMENT AGREEMENT**  
**COUNTY OF TARRANT   §**

This Boundary Adjustment Agreement ("Agreement") is made by and between the City of Grapevine, Texas ("Grapevine"), a home rule municipality and political subdivision of the State of Texas and the City of Southlake, Texas ("Southlake"), a home rule municipality and political subdivision of the State of Texas.

**WHEREAS**, pursuant to the authority granted in Section 43.015 of the Texas Local Government Code, as amended, adjacent municipalities may change boundaries by agreement, if the area is less than 1,000 feet in width; and

**WHEREAS**, Grapevine and Southlake are adjacent; and

**WHEREAS**, the area, as described and depicted in **Exhibits A-1, A-2, A-3, B-1, B-2 and B-3**, which are attached hereto and incorporated herein by reference, is less than 1,000 feet in width; and

**WHEREAS**, Grapevine and Southlake desire to identify mutually agreeable corporate boundaries between the two communities; and

**WHEREAS**, this Agreement has been approved by the governing bodies of Grapevine and Southlake; and

**WHEREAS**, the properties will be properly platted in the City in which they are located; and

**WHEREAS**, the properties will be have potable water service, sanitary sewer collection and collection of refuse and recyclables provided by the City in which they are located, with exception of the sanitary sewer service at 2701 Lonesome Dove Road will be provided by the City of Grapevine in accordance with an Interlocal Agreement; and

**WHEREAS**, the governing bodies of Grapevine and Southlake have determined this Agreement to be in the best interests of the health, safety, and welfare of the public; and

**WHEREAS**, Grapevine and Southlake, in the true spirit of governmental cooperation, intend this Agreement to reflect sound growth management principles and interregional planning.

**NOW, THEREFORE**, Grapevine and Southlake, for the mutual consideration hereinafter stated, agree and understand as follows:

The findings set forth above are deemed to be true and correct and are incorporated into the body of this Agreement as if fully set forth herein.

From and after the Effective Date of this Agreement, Grapevine and Southlake hereby agree that the tracts of land as described and depicted in the **Exhibits A-2, A-3, B-1 and B-3**, shall be released from the corporate boundaries of Grapevine and simultaneously incorporated into the corporate boundaries of Southlake.

Grapevine hereby releases, relinquishes and discontinues any claim or entitlement to Tracts described and depicted in **Exhibits A-2, A-3, B-1 and B-3**, as being within the corporate limits of Grapevine.

Southlake hereby extends its corporate boundaries to include Tracts described and depicted in **Exhibits A-2, A-3, B-1 and B-3** as being within the corporate limits of Southlake.

From and after the Effective Date of this Agreement, Grapevine and Southlake hereby agree that the tracts of land as described and depicted in the **Exhibits A-1, A-3, B-2 and B-3**, shall be released from the corporate boundaries of Southlake and simultaneously incorporated into the corporate boundaries of Grapevine.

Southlake hereby releases, relinquishes and discontinues any claim or entitlement to Tracts described and depicted in **Exhibits A-1, A-3, B-2 and B-3**, as being within the corporate limits of Southlake.

Grapevine hereby extends its corporate boundaries to include Tracts described and depicted in **Exhibits A-1, A-3, B-2 and B-3** as being within the corporate limits of Grapevine.

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. The parties agree that this Agreement is performable in Tarrant County, Texas, and that exclusive venue shall lie in Tarrant County, Texas.

This Agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

This Agreement shall be binding upon the parties hereto, their successors, and assigns. Neither of the parties will assign nor transfer an interest in this Agreement without the written consent of the other party.

Effective Date. The effective date of this Agreement shall be the last day this Agreement is approved by a party hereto as indicated on the signature blocks below (the "**Effective Date**").

Either party may file a certified copy of this Agreement in the real property records of Tarrant County, Texas.

If any article, paragraph, subdivision, clause, or phrase of this Agreement be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall

not affect the validity of this Agreement as a whole or any part or provision thereof other than the part so declared to be invalid or unconstitutional.

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

**APPROVED** by the City Council of the City of Grapevine, Texas, at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2019, and executed by its authorized representative.

**CITY OF GRAPEVINE, TEXAS**

By: \_\_\_\_\_  
William D. Tate, Mayor

ATTEST:

By: \_\_\_\_\_  
Tara Brooks, City Secretary

**APPROVED** by the City Council of the City of Southlake, Texas, at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2019, and executed by its authorized representative.

**CITY OF SOUTHLAKE, TEXAS**

By: \_\_\_\_\_  
Laura Hill, Mayor

ATTEST:

By: \_\_\_\_\_  
Amy Shelly, City Secretary

**GRAPEVINE'S ACKNOWLEDGMENT**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF TARRANT   §**

The foregoing Boundary Adjustment Agreement was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the Honorable William D. Tate, Mayor of the City of Grapevine, a Texas municipal corporation, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**SOUTHLAKE'S ACKNOWLEDGMENT**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF TARRANT   §**

The foregoing Boundary Adjustment Agreement was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the Honorable Laura Hill, Mayor of the City of Southlake, a Texas municipal corporation, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A-1****LEGAL DESCRIPTION  
(Southlake to Grapevine)****PORTION OF TRACT 1**

BEING a 0.501 acre tract in the L. Lincoln Survey, Abstract No. 981 being in the City of Southlake, Tarrant County, Texas and being a portion of those certain tract of land as described in deed to Robert Norman, and wife, Shirley Norman as recorded in Volume 4258, Page 165 of the Deed Records of Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the common corner of Lots 2 and 3, Block 1 of Cannon Homestead, an addition to the City of Grapevine as recorded in Cabinet A, Slide 6900 Plat Records of Tarrant County, Texas;

THENCE SOUTH along the west line of said Cannon Homestead a distance of 95.00 feet to a 1/2" iron rod found at the City limit line of the City of Southlake and the City of Grapevine;

THENCE N 87°06'20" W along said City limit line a distance of 230.00 feet to a 1/2" iron rod set with a "TQ Burks #5509" cap;

THENCE NORTH leaving said City limit line a distance of 95.00 feet to a 1/2" iron rod set with a "TQ Burks #5509" cap in the north line of said Norman tract;

THENCE S 87°06'20" E along the north line of said Norman tract a distance of 230.00 feet to the Point of Beginning and containing 21822 square feet or 0.501 acres of land.

**EXHIBIT A-2****LEGAL DESCRIPTION  
(Grapevine to Southlake)****PORTION OF TRACT 2**

BEING a 0.501 acre tract in the L. Lincoln Survey, Abstract No. 981 being in the City of Grapevine, Tarrant County, Texas and being a portion of those certain tracts of land as described in deed to Robert Norman, and wife, Shirley Norman as recorded in Volume 5646, Page 552 of the Deed Records of Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the southwest corner of said Norman tract in the northwest corner of the intersection of Foxfire Lane and Lonesome Dove Road;

THENCE NORTH along the east right-of-way line of said Lonesome Dove Road a distance of 95.00 feet to a 1/2" iron rod found at the City limit line of the City of Grapevine and the City of Southlake;

THENCE S 87°06'20" E leaving said right-of-way and along said City limit line a distance of 230.00 feet to a 1/2" iron rod set with a "TQ Burks #5509" cap;

THENCE SOUTH a distance of 95.00 feet to a 1/2" iron rod set with a "TQ Burks #5509" cap in the north line of said Foxfire Lane;

THENCE N 87°06'20" W along said right-of-way line a distance of 230.00 feet to the Point of Beginning and containing 21822 square feet or 0.501 acres of land.

**PORTION OF TRACT 2 - ROW Lonesome Dove Road**

BEING a 0.066 acre tract in the L. Lincoln Survey, Abstract No. 981 being in the City of Grapevine, Tarrant County, Texas and being a portion of those certain tracts of land as described in deed to Robert Norman, and wife, Shirley Norman as recorded in Volume 5646, Page 552 of the Deed Records of Tarrant County, Texas and being more particularly described as follows:

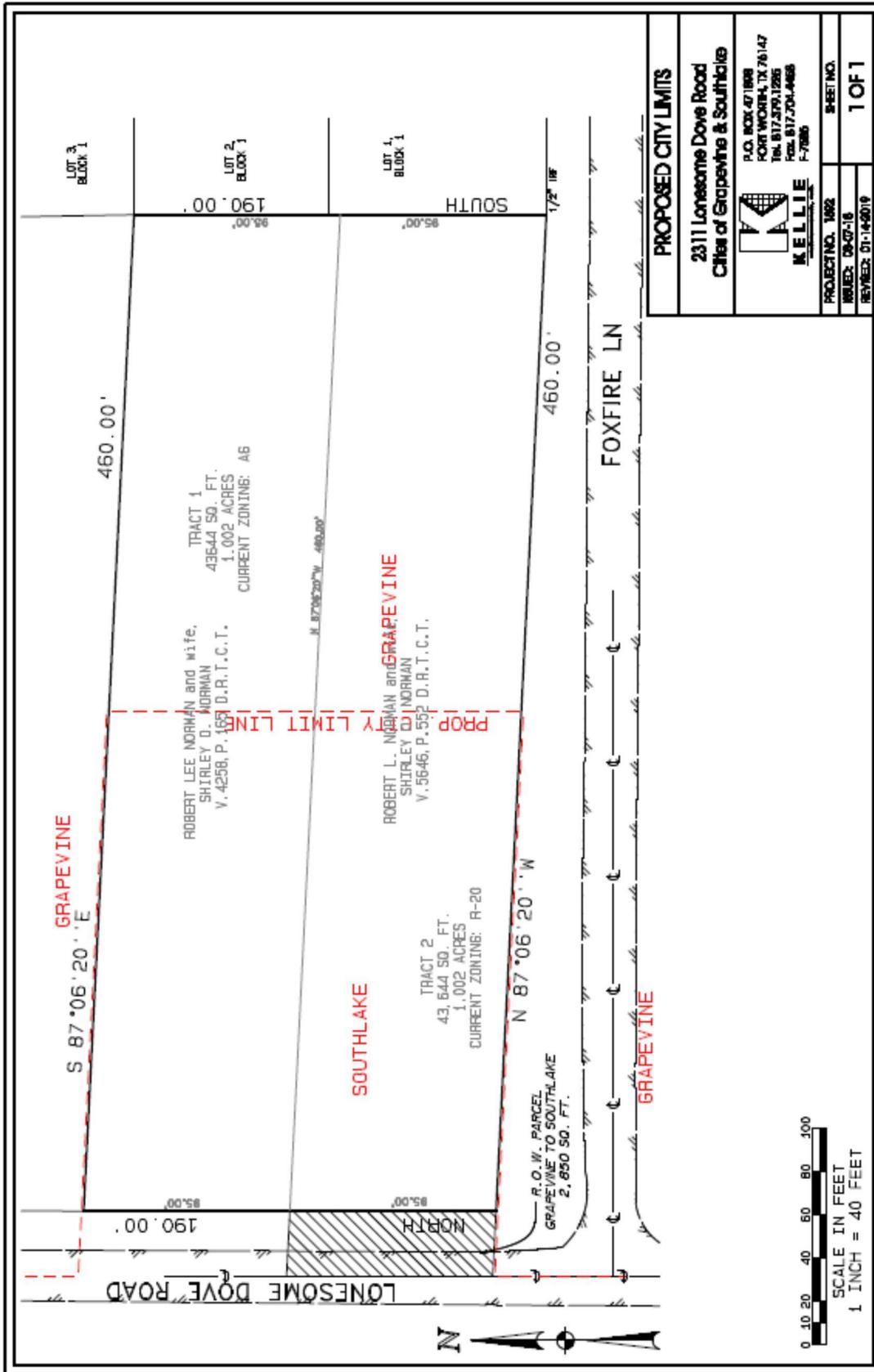
BEGINNING at a 1/2" iron rod found at the northwest corner of said Norman tract in the east right-of-way line of Lonesome Dove Road;

THENCE South along the east right-of-way line of said Lonesome Dove Road a distance of 95.00 feet to a 1/2" iron rod found at the northeast corner of the intersection of Foxfire Lane and Lonesome Dove Road;

THENCE N 87°06'20" W leaving said east right-of-way a distance of 30.04 feet to a point at the centerline of said Lonesome Dove Road;

THENCE N 00°06'47" W along the centerline of said Lonesome Dove Road a distance of 95.01 feet to a point at the City Limit line of the City of Grapevine and the City of Southlake;

THENCE S 87°06'20" E leaving the centerline of said Lonesome Dove Road a distance of 30.23 feet to the Point of Beginning and containing 2859 square feet or 0.066 acres of land.



**EXHIBIT B-1**  
GRAPEVINE TO SOUTHLAKE

**TRACT I**

FIELD NOTES FOR DESCRIPTION OF LAND FROM THE CITY OF GRAPEVINE TO THE CITY OF SOUTHLAKE (THE SOUTHERN PORTION OF WHICH CURRENTLY LIES WITHIN THE CITY OF SOUTHLAKE), TARRANT COUNTY, TEXAS:

BEING A TRACT OF LAND OUT OF THE JOHN CHILDRESS SURVEY, ABSTRACT NO. 254, TARRANT COUNTY, TEXAS, AND BEING TRACTS OF LAND AS DESCRIBED IN DEEDS RECORDED IN COUNTY CLERKS NO. D208402672 AND D211052750, DEED RECORDS, TARRANT COUNTY, TEXAS, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN FOUND IN THE NORTH LINE OF N. GRAVEL CIRCLE FOR THE SOUTHEAST CORNER OF TRACT BEING DESCRIBED, SAID POINT BEING LOCATED 170.30 FEET NORTH 89 DEGREES 53 MINUTES 35 SECONDS WEST FROM THE SOUTHWEST CORNER OF LOT 35, BLOCK 2, LAKEVIEW ESTATES, AN ADDITION TO THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 8072, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS WEST 169.31 FEET ALONG THE NORTH LINE OF SAID N. GRAVEL CIRCLE TO A CAPPED IRON PIN FOUND FOR THE NORTHEAST INTERSECTION OF N. GRAVEL CIRCLE AND LONESOME DOVE ROAD;

THENCE NORTH 00 DEGREES 16 MINUTES 00 SECONDS EAST 224.15 FEET ALONG THE EAST LINE OF SAID LONESOME DOVE ROAD TO A CAPPED IRON PIN (AW) FOUND FOR THE NORTHWEST CORNER OF TRACT BEING DESCRIBED, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, MILLS ESTATES, AN ADDITION TO THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 10489, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 24 MINUTES 47 SECONDS EAST 173.58 FEET ALONG THE SOUTH LINE OF SAID LOT 2, BLOCK 1, MILLS ESTATES TO THE NORTHEAST CORNER OF TRACT BEING DESCRIBED;

THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS WEST 131.32 FEET TO A 1/2" IRON PIN FOUND FOR CORNER OF TRACT BEING DESCRIBED;

THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS WEST 95.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.88 ACRES OF LAND, MORE OR LESS (AND INCLUDING ALL AREA WITHIN LONESOME DOVE ROAD DIRECTLY ADJOINING THE WEST BOUNDARY OF THE HEREIN DESCRIBED TRACT).

**EXHIBIT B-2**  
SOUTHLAKE TO GRAPEVINE

**TRACT II**

FIELD NOTES FOR DESCRIPTION OF LAND FROM THE CITY OF SOUTHLAKE TO THE CITY OF GRAPEVINE (THE NORTHERN PORTION OF WHICH CURRENTLY LIES WITHIN THE CITY OF GRAPEVINE), TARRANT COUNTY, TEXAS:

BEING A TRACT OF LAND OUT OF THE JOHN CHILDRESS SURVEY, ABSTRACT NO. 254, TARRANT COUNTY, TEXAS, AND BEING TRACTS OF LAND AS DESCRIBED IN DEEDS RECORDED IN COUNTY CLERKS NO. D203472452 AND D211052751, DEED RECORDS, TARRANT COUNTY, TEXAS, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTH LINE OF N. GRAVEL CIRCLE FOR THE SOUTHEAST CORNER OF TRACT BEING DESCRIBED, SAID POINT BEING LOCATED AT THE SOUTHWEST CORNER OF LOT 35, BLOCK 2, LAKEVIEW ESTATES, AN ADDITION TO THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 8072, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 53 MINUTES 35 SECONDS WEST 170.30 FEET ALONG THE NORTHLINE OF SAID N. GRAVEL CIRCLE TO A 1/2' IRON PIN FOUND FOR THE SOUTHEAST CORNER OF TRACT BEING DESCRIBED;

THENCE NORTH 00 DEGREES 04 MINUTES 37 SECONDS EAST 95.00 FEET TO A 1/2" IRON PIN FOUND FOR CORNER OF TRACT BEING DESCRIBED;

THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS EAST 131.32 FEET TO THE SOUTH LINE OF LOT 2, BLOCK 1, MILLS ESTATES, AN ADDITION TO THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 10489, PLAT RECORDS, TARRANT COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF TRACT BEING DESCRIBED;

THENCE NORTH 89 DEGREES 24 MINUTES 47 SECONDS EAST 166.51 FEET ALONG THE SOUTH LINE OF SAID LOT 2, BLOCK 1, MILLS ESTATES TO A CAPPED IRON PIN SET IN THE WEST LINE OF SAID BLOCK 2, LAKEVIEW ESTATES FOR THE NORTHEAST CORNER OF TRACT BEING DESCRIBED;

THENCE SOUTH 00 DEGREES 22 MINUTES 36 SECONDS WEST 228.25 FEET ALONG THE WEST LINE OF SAID BLOCK 2, LAKEVIEW ESTATES TO THE POINT OF BEGINNING AND CONTAINING 0.88 ACRES OF LAND, MORE OR LESS



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**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL OF AN INTERLOCAL AGREEMENT WITH THE CITY OF SOUTHLAKE FOR SEWER SERVICE AT 2701 LONESOME DOVE ROAD

**RECOMMENDATION:** City Council consider the approval of an Interlocal agreement to provide sanitary sewer service to 2701 Lonesome Dove Road located in the City of Southlake.

**FUNDING SOURCE:** None

**BACKGROUND:** The property at 2701 Lonesome Dove Road is a lot with approximately 0.37 acres in the City of Southlake and approximately 0.51 acres in the City of Grapevine. There is a proposed boundary adjustment that will make a new lot for 2701 Lonesome Dove Road approximately 0.88 acres completely in the City of Southlake. The City of Southlake currently provides all city services to 2701 Lonesome Dove Road with the exception of sanitary sewer which will be provided through an Interlocal Agreement with the City of Grapevine. The City of Southlake has no sanitary sewer service on Lonesome Dove Road at this location. The City of Grapevine has a sanitary sewer line on North Gravel Circle that can accept this flow.

The City of Southlake will read the meter for the lot located at 2701 Lonesome Dove Road on a monthly basis, bill the account holder at 2701 Lonesome Dove Road the rates set by the City of Southlake for sanitary sewer service, and provide the City of Grapevine with a spreadsheet indicating the dates the meter was read and the total gallons used and the amount Southlake billed for water and sanitary sewer services. The City of Grapevine will then invoice the City of Southlake for the sanitary sewer portion only based upon the City of Grapevine's rates, and the City of Southlake will pay the City of Grapevine the invoiced amount.

Currently, the cities of Grapevine and Southlake have another Interlocal Agreement for the Simmons Tract (approximately 50 homes) where the above meter reads and invoicing procedures are in place.

Staff recommends approval.

**INTERLOCAL AGREEMENT FOR PROVISION OF SANITARY SEWER**

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This Agreement is entered into by and between the City of Grapevine, Texas, a home rule municipality located in Tarrant, Dallas and Denton County, Texas, operating herein by and through its duly authorized Mayor, William D. Tate, and the City of Southlake, Texas, a home rule municipality located in Tarrant County, Texas, operating herein by and through its duly authorized Mayor, Laura Hill.

**A.  
DEFINITIONS**

1. "Force majeure" is an act of God or a public enemy, war, riot, civil commotion, insurrection, terrorism, strike (unless caused by acts or omissions of the party asserting same), governmental or de facto governmental regulatory or eminent domain action (unless caused by acts or omissions of the party asserting same), fire, drought, explosion, flood, or other natural catastrophe.
  
3. "Grapevine" is the City of Grapevine, a home-rule municipality located in Tarrant, Dallas, and Denton County, Texas.
  
4. "Southlake" is the City of Southlake, a home-rule municipality located in Tarrant and Denton Counties, Texas.
  
5. The Service Area is approximately 0.88 acres in size, commonly referred to as the 2701 Lonesome Dove Road, currently consisting of the area defined by Exhibit "A" attached hereto.

**B.  
RECITALS**

WHEREAS, Southlake has permitted development of 2701 Lonesome Dove Road, and desires to support and facilitate such development through the provision of essential municipal utility services, including sanitary sewer collection facilities; and

WHEREAS, 2701 Lonesome Dove Road flows naturally into Grapevine, and Southlake currently does not have the facilities necessary to transport the sanitary sewer discharge into Southlake's wastewater processing facilities; and

WHEREAS, Grapevine has the sanitary sewer facilities and wastewater processing capacity to accept the flow from 2701 Lonesome Dove Road; and

WHEREAS, Grapevine is willing to accept the flow from 2701 Lonesome Dove Road on the same terms as other customers of the Grapevine sanitary sewer system, and is currently providing such service to properties in the Southlake Simmons Service Area under a previous inter-local agreements dated November 18, 2008; and

WHEREAS, consideration for Grapevine providing such service would be provided by the revenue generated from the fees for such service generated by the residential customer located in the 2701 Lonesome Dove Road; and

WHEREAS, Chapter 791 of the Texas Government Code (the "Inter-local Cooperation Act") authorizes municipalities to enter into interlocal agreements for the providing of governmental functions and services, including but not limited to, sanitary sewer collection services; and

WHEREAS, the parties hereto deem it to be to their mutual benefit and to the benefit of the health, safety and welfare of their respective citizens to enter into this Interlocal Cooperation Agreement to provide for the continued provision of sanitary sewer service to 2701 Lonesome Dove Road and the extension of such service to all of the lots in such area, under the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing, and under the terms and conditions hereinafter set forth, Grapevine and Southlake, for good and valuable consideration, specifically, the mutual promises and agreements contained herein, do hereby contract, covenant and agree as follows:

**C.**

**TERM OF AGREEMENT AND CONDITIONS PRECEDENT**

That Grapevine and Southlake do hereby covenant and agree as follows:

- 1. Purpose.** The purpose of this Agreement is to provide for the efficient provision of sanitary sewer collection service by Grapevine to the defined area per attached Exhibit "A" located at 2701 Lonesome Dove Road, to which Southlake cannot currently provide such sanitary sewer service due to a lack of sufficient nearby collection lines.
- 2. Term.** The term of this Agreement shall be for ninety-nine years from the effective date of this Agreement. The Agreement shall continue thereafter indefinitely unless one of the parties provides written notice to the other party of the notifying party's intent to terminate the Agreement. In the event such notice is given, this Agreement will terminate two years after the date such notice is given to the non-terminating party, or such earlier time as may be agreed by the parties.
- 3. Grapevine Agreement to provide sanitary sewer service to 2701 Lonesome Dove Road.**

- a. **Agreement to provide sanitary sewer collection service.** During the term of this Agreement, Grapevine agrees to accept the flow from 2701 Lonesome Dove Road on the same terms and conditions that Grapevine provides to its residents and other customers, except as provided herein. The flow will be accepted at the North Gravel Road sanitary sewer collection system.
  
- b. **Repair and monitoring responsibilities.** Grapevine shall be responsible for monitoring and repairing within a reasonable time any of the sanitary sewer system facilities located in Grapevine necessary to accept the flow from the sanitary sewer service for 2701 Lonesome Dove Road. Grapevine agrees to maintain the sanitary sewer system and wastewater facilities located in Grapevine necessary to accept the sanitary sewer flow from 2701 Lonesome Dove Road so as to insure that quality standards established by applicable ordinances, regulations, and statutes are met, and Grapevine shall be liable to Southlake for any damages arising out of the provision of the services described herein or the failure to provide such services herein, provided, however, that nothing contained herein shall be construed as expanding Grapevine's liability under existing law, as imposing any greater duties on Grapevine than are otherwise imposed upon it as a municipal corporation under applicable law, or as waiving any governmental immunity Grapevine is accorded under applicable law, or waiving any damage limitations or caps imposed by applicable law.

Southlake shall be responsible for monitoring and repairing within a reasonable time any of the sanitary sewer system facilities located in Southlake necessary to collect the sanitary sewer flow from 2701 Lonesome Dove Road and discharge it into Grapevine's sanitary sewer system facilities located in Grapevine. Southlake agrees to maintain the sanitary sewer system facilities located in Southlake necessary to collect the sanitary sewer flow from 2701 Lonesome Dove Road and deliver it to Grapevine so as to insure that quality standards established by applicable ordinances, regulations, and statutes are met, and Southlake shall be liable to Grapevine for any damages arising out of the provision of Southlake's services described herein or the failure to provide such services herein, provided, however, that nothing contained herein shall be construed as expanding Southlake's liability under existing law, as imposing any greater duties on Southlake than are otherwise imposed upon it as a municipal corporation under applicable law, or as waiving any governmental immunity Southlake is accorded under applicable law, or waiving any damage limitations or caps imposed by applicable law.

- c. **Charges for Sanitary Sewer Service.** Southlake shall be charged for the sanitary sewer service and shall pay to Grapevine all those charges applicable to customers within the Grapevine corporate limits at the same rate charged to customers within the Grapevine corporate limits. The rate shall apply to tap charges, impact fees,

service charges, consumption charges, deposits and all other charges which a customer in Grapevine would be required to pay. Grapevine shall notify the City of Southlake within a reasonable period of time (60 days) upon a change to any of the requisite rates. Grapevine's failure to notify Southlake does not relieve Southlake from the responsibility of paying for the aforementioned services in accordance with the appropriate rate structure at the time services are provided.

- d. Billing and collection responsibilities.** Southlake shall read the meter for the lot located at 2701 Lonesome Dove Road on a monthly basis, bill the account holder at 2701 Lonesome Dove Road the rates set by Southlake for sanitary sewer service, and provide Grapevine with a spreadsheet indicating the dates the meter was read and the total gallons used and the amount Southlake billed for water and sanitary sewer services. Grapevine will then invoice Southlake for the sanitary sewer portion only based upon Grapevine's rates, and Southlake will promptly pay Grapevine the invoiced amount. Southlake will bear the responsibility for collecting the amounts due from the account holders located within the specified service area.
  - e. Impact Fees.** New connections served by the City of Grapevine under this agreement shall be charged the applicable Grapevine Wastewater Impact Fee in effect at the time of the connection.
  - f. Cooperation regarding repairs.** Southlake and Grapevine agree to cooperate in any efforts to repair the sanitary sewer facilities of either Southlake or Grapevine serving 2701 Lonesome Dove Road, including providing necessary equipment, traffic control and barricades in the respective cities.
  - g. Funding.** Each party providing services under this agreement shall pay for those services from current revenue available to that party.
- 4. Regulatory control.** It is understood and agreed by the parties hereto that the development regulations of the city in which facilities are located shall be applicable to such facilities.
  - 5. No joint enterprise.** No provision of this Agreement shall be construed to create any type of joint ownership of any property, nor shall same be deemed to create a partnership, joint venture or other agreement which would be construed as granting partial control, ownership of or equity in the facilities described herein. It is understood and agreed that the facilities operated by Southlake shall be owned and controlled by Southlake, and that the facilities operated by Grapevine shall be owned and controlled by Grapevine. Furthermore, the parties hereto acknowledge and agree that the doctrine of respondeat superior shall not apply between the cities.

6. **Notice.** Any notice, communication or request provided or permitted to be given by either party to the other party must be in writing and addressed as follows:

If to Southlake:

City of Southlake  
Attention: City Manager  
1400 Main Street  
Southlake, Texas 76092

If to Grapevine:

City of Grapevine  
Attention: City Manager  
P.O. Box 95104  
Grapevine, Texas 76099

or to such other addresses as may be provided for in writing from time to time.

7. **No waiver of immunity or defenses.** This Agreement is made pursuant to Chapter 791 of the Texas Government Code. It is expressly understood and agreed that in the execution of this Agreement, neither city waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. This section shall be liberally construed to carry out the intent of the city councils of Southlake and Grapevine, and the cities do hereby invoke said governmental immunity to the extent possible under the law.
8. **No third party beneficiaries.** It is understood by the parties that this Agreement is entered into for the mutual convenience and purposes of the cities which are parties hereto, and it is the parties' intent that no other parties shall be construed as beneficiaries of this Agreement, including the owners, residents, or operators of property located in either the Grapevine Area or the Southlake area, regardless of whether such persons are anticipated to be customers under this Agreement.
9. **Entire Agreement.** This Agreement, including any exhibits attached and made a part hereof, is the entire Agreement between the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein.
10. **Venue.** This Agreement shall be construed under the substantive laws of the State of Texas, without reference to its choice of law provisions, and venue for any action arising under state law under this Agreement shall be the District Courts of Tarrant County, Texas. If any action relating to this Agreement is not properly brought in state court, venue shall be the United States District Court for the Northern District of Texas.

11. **Severability.** In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.
12. **Authority.** This Agreement was authorized by the Southlake City Council at its regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, authorizing the Southlake City Manager to execute this Agreement on behalf of the City of Southlake, and by the Grapevine City Council at its regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, authorizing the Grapevine City Manager to execute this Agreement on behalf of the City of Grapevine.
13. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
14. **Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by the parties to such amendment.
15. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against any party.
16. **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.
17. **Force Majeure.** If, by reasons of Force Majeure, any party will be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such party will give written notice of the particulars of such Force Majeure to the other party or parties within a reasonable time after the occurrence of such event. The obligations of the party giving such notice, to the extent affected by such Force Majeure, will be suspended during the continuance of the inability claimed and for no longer period, and any such party will in good faith exercise its best efforts to remove and overcome such inability.
18. **Mutual Assistance.** The parties hereto agree to take all reasonable measures which are necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
19. **Recitals.** The recitals to this Agreement are incorporated herein, and are intended to aid in the interpretation of this Agreement.

- 20. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF GRAPEVINE

By: \_\_\_\_\_  
Bruno Rumbelow, Grapevine City Manager

ATTEST:

\_\_\_\_\_  
Tara Brooks, Grapevine City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Grapevine City Attorney

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SOUTHLAKE

By: \_\_\_\_\_  
Shana Yelverton, Southlake City Manager

ATTEST:

\_\_\_\_\_  
Amy Shelley, Southlake City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Tim G. Sralla, Southlake City Attorney

**EXHIBIT "A"****TRACT I- 2701 Lonesome Dove Road**

FIELD NOTES FOR DESCRIPTION OF LAND FROM THE CITY OF GRAPEVINE TO THE CITY OF SOUTHLAKE (THE SOUTHERN PORTION OF WHICH CURRENTLY LIES WITHIN THE CITY OF SOUTHLAKE), TARRANT COUNTY, TEXAS:

BEING A TRACT OF LAND OUT OF THE JOHN CHILDRESS SURVEY, ABSTRACT NO. 254, TARRANT COUNTY, TEXAS, AND BEING TRACTS OF LAND AS DESCRIBED IN DEEDS RECORDED IN COUNTY CLERKS NO. D208402672 AND D211 052750, DEED RECORDS, TARRANT COUNTY, TEXAS, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN FOUND IN THE NORTH LINE OF N. GRAVEL CIRCLE FOR THE SOUTHEAST CORNER OF TRACT BEING DESCRIBED, SAID POINT BEING LOCATED 170.30 FEET NORTH 89 DEGREES 53 MINUTES 35 SECONDS WEST FROM THE SOUTHWEST CORNER OF LOT 35, BLOCK 2, LAKEVIEW ESTATES, AN ADDITION TO THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 8072, PLAT RECORDS, TARRANT COUNTY, TEXAS;

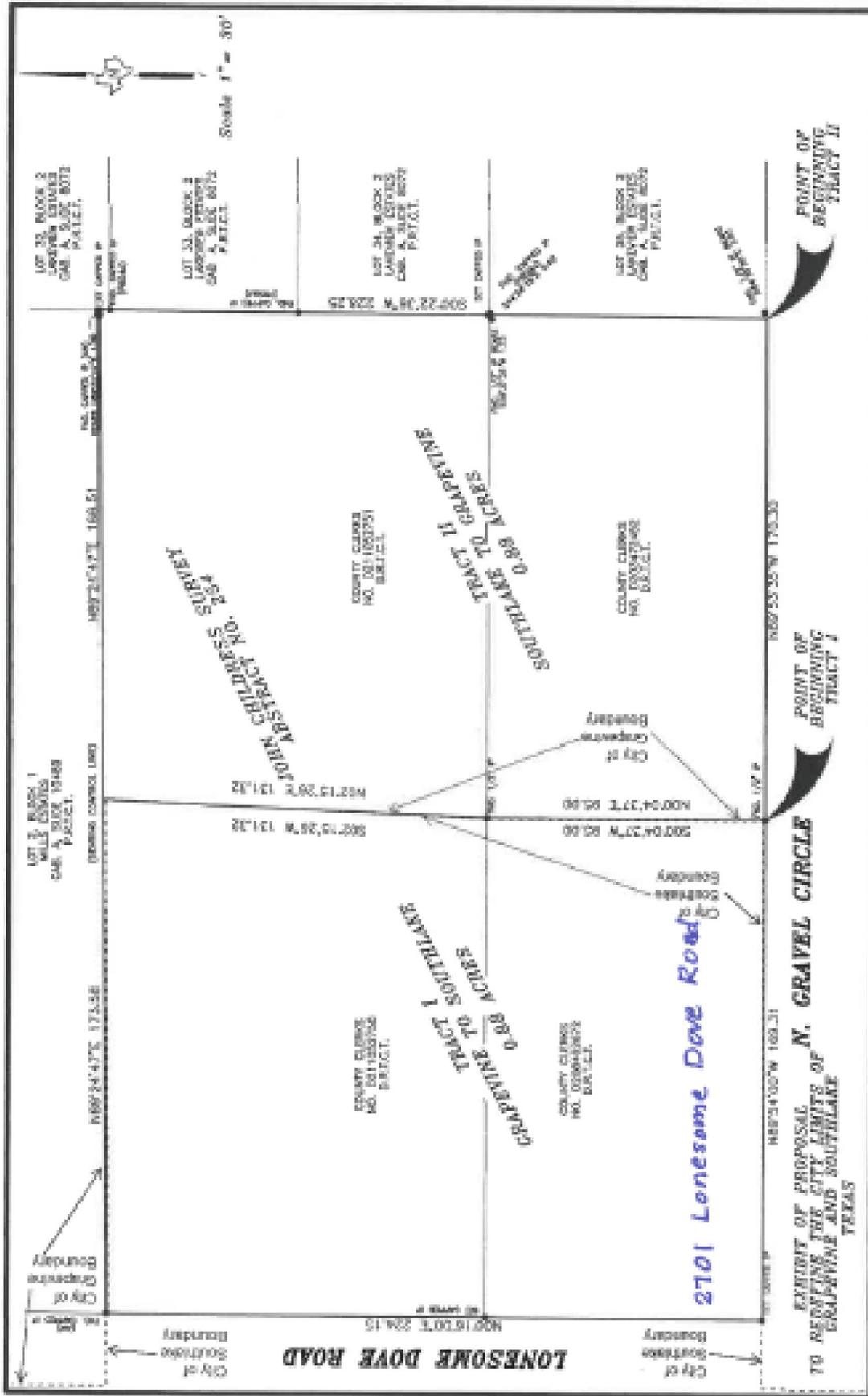
THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS WEST 169.31 FEET ALONG THE NORTH LINE OF SAID N. GRAVEL CIRCLE TO A CAPPED IRON PIN FOUND FOR THE NORTHEAST INTERSECTION OF N. GRAVEL CIRCLE AND LONESOME DOVE ROAD;

THENCE NORTH 00 DEGREES 16 MINUTES 00 SECONDS EAST 224.15 FEET ALONG THE EAST LINE OF SAID LONESOME DOVE ROAD TO A CAPPED IRON PIN (AW) FOUND FOR THE NORTHWEST CORNER OF TRACT BEING DESCRIBED, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, MILLS ESTATES, AN ADDITION TO THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 10489, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 24 MINUTES 47 SECONDS EAST 173.58 FEET ALONG THE SOUTH LINE OF SAID LOT 2, BLOCK 1, MILLS ESTATES TO THE NORTHEAST CORNER OF TRACT BEING DESCRIBED;

THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS WEST 131.32 FEET TO A 1/2" IRON PIN FOUND FOR CORNER OF TRACT BEING DESCRIBED;

THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS WEST 95.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.88 ACRES OF LAND, MORE OR LESS (AND INCLUDING ALL AREA WITHIN LONESOME DOVE ROAD DIRECTLY ADJOINING THE WEST BOUNDARY OF THE HEREIN DESCRIBED TRACT).



**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL FOR THE SALE OF CITY SURPLUS PROPERTY

**RECOMMENDATION:** City Council to consider declaring certain items as surplus property and authorizing their sale through public auction.

**FUNDING SOURCE:** N/A

**BACKGROUND:** This request is for approval for the sale of surplus property as listed on the attached Exhibit A. The City currently has miscellaneous surplus items including vehicles, vehicle equipment, backhoe truck, bus, trailers, exercise equipment, Christmas decorations, computers, phones, filing cabinets, bookcases, scanners, generators, drafting table, change machine and a credit card machine ready for auction due to item age or condition. Staff has considered age, cost of operation and/or life-to-date maintenance costs when classifying certain property as surplus.

Staff recommends approval.

LW

## Exhibit "A"

MAY 7, 2019

1. 1 each 1997 Case 1840C small backhoe.
2. 1 each 2003 Ford E450 van.
3. 1 each 2006 Chevrolet 3500 Service body w/crane.
4. 1 each 2013 Chevrolet Tahoe.
5. 1 each 2014 Chevrolet Tahoe.
6. 1 each 2005 John Deere 310G backhoe.
7. 1 each 2007 Chevrolet 241 passenger bus w/wheelchair lift.
8. 1 each 2005 Scotty 16' mobile concept trailer.
9. 1 each 2003 enclosed cargo trailer.
10. 1 each Konica Minolta BizHub C654 copier.
11. 1 each Kip 700M wide format scanner.
12. 1 each Precor elliptical machine.
13. 1 each Body Champ pull up rack.
14. 1 each Precor treadmill.
15. 1 each Precor seated exercise bike.
16. 1 each Holmatro generator with hoses.
17. 17 each bags 14" wide garland. approx. 1000'.
18. 24 each assorted P/C's, hard drives removed.
19. 1 each Fujitsu FI 3770 scanner.
20. 500 each Toshiba IP 5000 VoIP desk phones.
21. 10 each assorted filing cabinets and bookcases.
22. 4 each Truck vault storage boxes.
23. 3 each Tahoe push bumpers.
24. 1 each drafting table.
25. 1 each Honda Harmony 2500 Generator.
26. 3 each self-checkout credit card machine.
27. 1 each change machine.

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL TO RENEW AN ANNUAL CONTRACT FOR MICROSOFT OFFICE 365 SOFTWARE LICENSES

**RECOMMENDATION:** City Council to consider the renewal of an annual contract for Microsoft licenses from SHI Government Solutions, Inc. for the Information Technology Department.

**FUNDING SOURCE:** Funds for this purchase are available in accounts 100-44500-101-002 (IT Software License and Maintenance Fees) and 100-12050-000-000 (Pre-Payments) for an amount not to exceed \$284,014.

**BACKGROUND:** This purchase is to renew our Microsoft Enterprise Licenses Agreement for Office 365. This licensing agreement includes the Microsoft Office suite, the Windows virtual desktop environment, the Microsoft Outlook email system, and SharePoint.

Purchases will be made in accordance with an existing interlocal agreement with the State of Texas Department of Information Resources (DIR) 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 SHI Government Solutions, Inc. The Purchasing and IT 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 is for an initial one-year period with four optional, one-year renewals.

Staff recommends approval.

AP/LW

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL FOR THE PURCHASE OF FLOORING INSTALLATION

**RECOMMENDATION:** City Council to consider approval for the purchase of flooring installation from Ware Brothers for the Parks and Recreation Department.

**FUNDING SOURCE:** Funds for this purchase are available in account 174-74015-312-070 (Park Maintenance Projects) for an amount not to exceed \$24,400.

**BACKGROUND:** This purchase is for the preparation and installation of the LifeFloor product (non-slip, soft surface, indoor/outdoor flooring) at Pleasant Glade Pool. The flooring was approved for purchase by Council on April 2, 2019 and delivery of the product is scheduled for mid-May.

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

Ware Brothers \$24,400.  
Galiviz Flooring \$31,200.  
Inside Edge Safety \$45,417.

Staff recommends approval.

TK/LW

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL FOR THE PURCHASE AND INSTALLATION OF A PAVILION FOR THE BOTANICAL GARDENS

**RECOMMENDATION:** City Council to consider the approval for the purchase and installation of a pavilion for the Botanical Gardens from Metro Site Source, Inc. for the Parks and Recreation Department.

**FUNDING SOURCE:** Funds for this purchase are available in account 121-48850-312-000-170006 (Improvements other than buildings) for a total amount not to exceed \$32,070.

**BACKGROUND:** This purchase is to replace the wooden gazebo in the garden court with a new pavilion at the Botanical Garden. The new pavilion will be metal and the roof will match the Mitchell House and Pewitt Pavilion. The function of the pavilion will remain the same including weddings, performances and other special events.

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 Site Source, Inc. The Parks and Recreation and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would best meet the needs of the City.

Staff recommends approval.

TS/LW

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL FOR THE PURCHASE OF TWO FORD TRUCKS FOR THE CVB AND WATER DEPARTMENTS

**RECOMMENDATION:** City Council to consider the approval for the purchase of two Ford trucks from Sam Pack's Five Star Ford for the CVB and Water Departments.

**FUNDING SOURCE:** Funds for this purchase are available in accounts 115-48910-350-005 (Motor Vehicles) and 200-48910-531-002 (Motor Vehicles) for a total amount not to exceed \$70,400.

**BACKGROUND:** The purchase of two Ford pickup trucks to replace one unit in the Water Department and one unit in the CVB Festivals Division was approved in the FY 2019 vehicle replacement. The specifications meet or exceed department requirements.

Purchases will be made in accordance with an existing interlocal agreement with Tarrant County, Texas as allowed by Texas Local Government Code, Section 271 and Texas Government Code, Section 791.

Bids were taken by the cooperative and a contract was awarded to Sam Pack's Five Star Ford. The Fleet Services and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

Staff recommends approval.

PH/LW

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL FOR THE PURCHASE OF POLICE EQUIPMENT TO UP-FIT FOUR POLICE FORD INTERCEPTORS

**RECOMMENDATION:** City Council to consider the approval for the purchase of police equipment to up-fit four police Ford Interceptors from Defender Supply for the Police Department

**FUNDING SOURCE:** Funds for this purchase are available in account 325-48910-209-002 (Motor Vehicles) for a total amount not to exceed \$29,648.

**BACKGROUND:** This purchase is for Police equipment such as prisoner seats, partitions, gun locks, and consoles to up-fit four new Police Ford Interceptors (approved for purchase on April 2, 2019). The up-fit will be done in-house.

Purchases will be made in accordance with an existing interlocal agreement with Tarrant County, Texas as allowed by Texas Local Government Code, Section 271 and Texas Government Code, Section 791.

Bids were taken by the cooperative and a contract was awarded to Defender Supply. The Fleet Services and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

Staff recommends approval.

PH/LW

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL FOR THE PURCHASE AND INSTALLATION OF FAN POWERED ELECTRIC HEATING VAV BOXES FOR CITY HALL

**RECOMMENDATION:** City Council to consider the approval for the purchase and installation of fan powered electric heating VAV boxes for City Hall from Entech Sales and Service for the Public Works Department.

**FUNDING SOURCE:** Funds for this purchase are available in account 174-74004-118-001 (City Hall Repairs & Maintenance) for a total amount not to exceed \$20,188.

**BACKGROUND:** This purchase is to replace four VAV (variable air volume) fan power boxes with electric heat in the Planning/Code Enforcement area and offices. The existing VAV boxes are 20 years old and at the end of their useful life. This work will be performed after normal business hours.

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 Entech Sales & Service. The Public Works 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.

CH/LW

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL FOR THE PURCHASE OF A TANDEM DUMP TRUCK

**RECOMMENDATION:** City Council to consider approval for the purchase of a tandem dump truck from Grande Truck Center for the Public Works Department.

**FUNDING SOURCE:** Funds for this purchase are available in account 325-48910-415-003 (Motor Vehicles) for a total amount not to exceed \$149,791.

**BACKGROUND:** This purchase is for one 2020 Mack 64BR Tandem Dump Truck for the Public Works Street Department replacing a unit that was approved in the FY 2019 Vehicle and Equipment Replacement Budget. This unit is used for transport of asphalt, fill dirt, sand and gravel for City projects and shared between several departments as needed. The vehicle meets the department requirements and specifications.

This purchase will be made in accordance with an existing interlocal agreement with Houston-Galveston Area Council (H-GAC) 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 Grande Truck Center. The Fleet Service and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

Staff recommends approval.

PH/LW

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL TO RENEW AN ANNUAL CONTRACT FOR WATER METERS AND REGISTERS

**RECOMMENDATION:** City Council to consider the renewal of an annual contract for water meters and registers with Zenner Performance Meters, Inc. for the Public Works Department.

**FUNDING SOURCE:** Funds for this purchase are available in the Utility Enterprise Fund for an amount not to exceed \$100,000.

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

Bids were taken in accordance with Local Government Code Chapter 252, Subchapter B, Section 252.021 (a) and Section 252.041 (a). The contract was for an initial one-year period with four optional, one-year renewals. If approved, this will be the first renewal available.

Staff recommends approval.

JT/LW

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL TO RENEW ANNUAL CONTRACTS FOR GROUND BASED MOSQUITO CONTROL SERVICES

**RECOMMENDATION:** City Council to consider the renewal of annual contracts for ground based mosquito control services with Municipal Mosquito and Vector Disease Control International for the Public Works Department.

**FUNDING SOURCE:** Funds for this purchase are available in account 100-44540-415-005 (Professional Services) in the annual estimated amount of \$35,641.

**BACKGROUND:** The purpose of this contract is to establish fixed pricing for mosquito control ground spraying services for the City which includes services to control disease carrying mosquitoes and spraying of adulticides to address the spread of the West Nile virus and Zika virus through mosquitoes on an as-needed basis. Environmental Manager 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.

Purchases will be made in accordance with an existing interlocal cooperative agreement with Tarrant County, Texas as allowed by Texas Local Government Code, Section 271 and Texas Government Code, Section 791.

Tarrant County, Texas solicited proposals on RFP #2018-077, Ground Based Mosquito Control and Surveillance Activities. Municipal Mosquito and Vector Disease Control International were awarded contracts. The contract was for an initial one-year period with two, one-year renewals. If approved, this will be the first renewal available.

Staff recommends approval.

DS/LW

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL OF AN ENGINEERING SERVICES CONTRACT WITH PACHECO KOCH CONSULTING ENGINEERS, INC.

**RECOMMENDATION:** City Council to consider a contract with Pacheco Koch Consulting Engineers, Inc. to review, update, and expand the survey monuments in the City of Grapevine.

**FUNDING SOURCE:** Funding is available in the Utility Enterprise Capital Fund 200 and the Stormwater Drainage Utility Fund 116 in an amount not to exceed \$60,000

**BACKGROUND:** Pacheco Koch will review, update and expand the horizontal and vertical survey control network in the city. Many of the City's original survey control monuments from 1991 have been lost over the years due to development and highway construction.

Pacheco Koch designed the original 1991 monuments and, as such, is an appropriate choice for the proposed expansion of the city's monuments.

Staff recommends approval.

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL OF AN AGREEMENT FOR GENERAL ENGINEERING CONSULTATION SERVICES

**RECOMMENDATION:** City Council to consider an agreement for general engineering consultation services with Pacheco Koch Consulting Engineers, Inc.

**FUNDING SOURCE:** Funding is available in the Utility Enterprise Capital Fund and the Stormwater Drainage Utility Fund in an amount not to exceed \$300,000.

**BACKGROUND:** This contract is for general consultation services including engineering, planning studies, design and inspection and surveying for water, sewer and storm drain replacement or improvements. These tasks may include water, wastewater and storm system capacity/condition review with design of new installations or replacements of failing infrastructure.

This contract will be on a task order basis. As the need arises, staff will request a task order from Pacheco Koch 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.

Staff is recommending Pacheco Koch based on the firm's full suite of services and previous experience on City projects.

Staff recommends approval.

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**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL OF CHANGE ORDER NO. 1 TO THE NASH-BERRY RECONSTRUCTION AND SOUTH NOLEN DRIVE CONNECTION PROJECTS FOR THE ADDITION OF CONSTRUCTION OF AN ADDITIONAL LEFT TURN LANE AT EAST BOUND MUSTANG DRIVE AND WILLIAM D. TATE AVENUE INTERSECTION

**RECOMMENDATION:** City Council to consider Change Order No. 1 to the construction contract for the Nash-Berry reconstruction and South Nolen Drive connection projects with Jeske Construction Company to add an additional left turn lane at east bound Mustang Drive and William D. Tate Avenue intersection.

**FUNDING SOURCE:** Funds are available in the Capital Project Street Fund 178 in an estimated amount of \$75,000.

**BACKGROUND:** The additional eastbound Mustang Drive left turn lane at William D. Tate Avenue is a project that was previously approved for construction funding by the North Central Texas Council of Government (NCTCOG). Since this project was small in scope and the federal requirements for design and construction would substantially increase the cost, the federal funding was transferred to the Euless-Grapevine project that was completed in 2014. In return, the City is to provide documentation to NCTCOG that the Mustang Drive left turn lane was constructed with city funds.

On February 6, 2019, the City contracted with DeOtte Engineering, Inc. as part of the sidewalk and intersection improvement projects to design the additional left turn lane. Plans are complete and approved for construction.

On January 15, 2019, City Council awarded the contract for the Nash-Berry reconstruction and South Nolen Drive connection projects to Jeske Construction Company in the amount of \$675,000. Since this contractor is mobilized and in Grapevine, it is cost effective to add this work to their existing contract. Jeske Construction Company has proposed Change Order No. 1 in the estimated amount of \$75,000 for this work.

Staff recommends approval.

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL OF UTILITY EASEMENT ABANDONMENT FOR 3541 NORTH GRAVEL CIRCLE

**RECOMMENDATION:** City Council consider adopting an ordinance abandoning a utility easement on Lot 3, Block 1, Beard Addition.

**FUNDING SOURCE:**

**BACKGROUND:** The owner of the property located at 3541 North Gravel Circle has requested the City abandon a 10-foot utility easement. The utility easement was originally dedicated by the Beard Addition plat. With franchise improvements of the Beard Addition on N. Gravel Circle, this portion of the easement is not needed. Franchise utility companies have signed off on this request.

Staff recommends approval.

ORDINANCE NO. 2019-019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, ABANDONING AND VACATING A UTILITY EASEMENT ON LOT 3, BLOCK 1, BEARD ADDITION IN THE CITY OF GRAPEVINE, TEXAS AS HEREINAFTER DESCRIBED

WHEREAS, the property owner for Lot 3, Block 1, Beard Addition located at 3541 North Gravel Circle, City of Grapevine, Tarrant County, Texas has requested that a utility easement of said lot, as herein after described, be abandoned and vacated; and

WHEREAS, the easement is not needed for public use, will not be needed in the future for public use and has been signed off by franchise utility companies; and

WHEREAS, abandoning and vacating the said easement will relieve the City of Grapevine and franchise utility companies, from the cost and expense of maintaining said property; 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 Chapter 211 of the Local Government Code; 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 1,216 square foot utility easement located on Lot 3, Block 1, Beard Addition described in Exhibit "A" and Exhibit "B", attached hereto and incorporated herein for all purposes, is hereby abandoned and vacated for public use and the same is hereby abandoned and vacated insofar as all public right, title, interest in and to said easement of way is concerned.

Section 3. 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 4. The fact that the easement is no longer needed by the public for public usage and would create a hardship or burden upon the City of Grapevine and franchise

utility companies to keep open and maintain such easement creates an urgency and an emergency for the immediate preservation of the public health, safety, and general welfare which requires that this ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 7th day of May, 2019.

APPROVED:

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Darlene Freed  
Mayor Pro Tem

ATTEST:

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Tara Brooks  
City Secretary

APPROVED AS TO FORM:

---

City Attorney

**FIELD NOTE DESCRIPTION:**

**BEING** a portion of Lot 3 in Block 1 of Beard Addition, an addition to the City of Grapevine, Tarrant County, Texas, according to the plat recorded under Cabinet A, Slide 13009, Plat Records of Tarrant County, Texas, (P.R.T.C.T.), said portion being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2 inch iron rod found for the northeast corner of said Lot 3, same being the northwest corner of Lot 3 in Block 1 of Lake Park, an addition to the City of Grapevine, Tarrant County, Texas, according to the plat recorded under Cabinet A, Slide 3688, (P.R.T.C.T.), said point also being in the south line of North Gravel Circle, having a 50 foot Right of Way;

**THENCE** South 00 degrees 24 minutes 58 seconds West, with the east line of said Lot 3 (A/13009), a distance of 10.00 feet to a point for **THE POINT OF BEGINNING**, same being the northeast corner of the herein described tract;

**THENCE** South 00 degrees 24 minutes 58 seconds West, with the east line of said Lot 3 (A/13009), a distance of 121.60 feet to a point for corner, from which a 1/2 inch iron rod found for the southeast corner of said Lot 3 (A/13009) bears South 00 degrees 24 minutes 58 seconds West a distance of 10.00 feet;

**THENCE** North 89 degrees 45 minutes 56 seconds West, over and across said Lot 3 (A/13009), a distance of 10.00 feet to a point for corner;

**THENCE** North 00 degrees 24 minutes 58 seconds East, over and across said Lot 3, a distance of 121.58 feet to a point for corner;

**THENCE** South 89 degrees 53 minutes 31 seconds East, over and across said Lot 3 (A/13009), a distance of 10.00 feet to **THE POINT OF BEGINNING** and containing 0.028 acres of land, more or less.



**EXHIBIT A**  
**10' UTILITY EASEMENT**  
**ABANDONMENT**  
 0.028 Acres out of Lot 3 in  
 Block 1 of the Beard Addition  
 City of Grapevine, Tarrant County, Texas

- 2018 -

 **ARTHUR**  
 LAND SURVEYING

220 Elm St., # 200 - Lewisville, TX 75057  
 Ph. 972.221.9439 - TFRN# 10063800  
 arthursurveying.com Established 1986

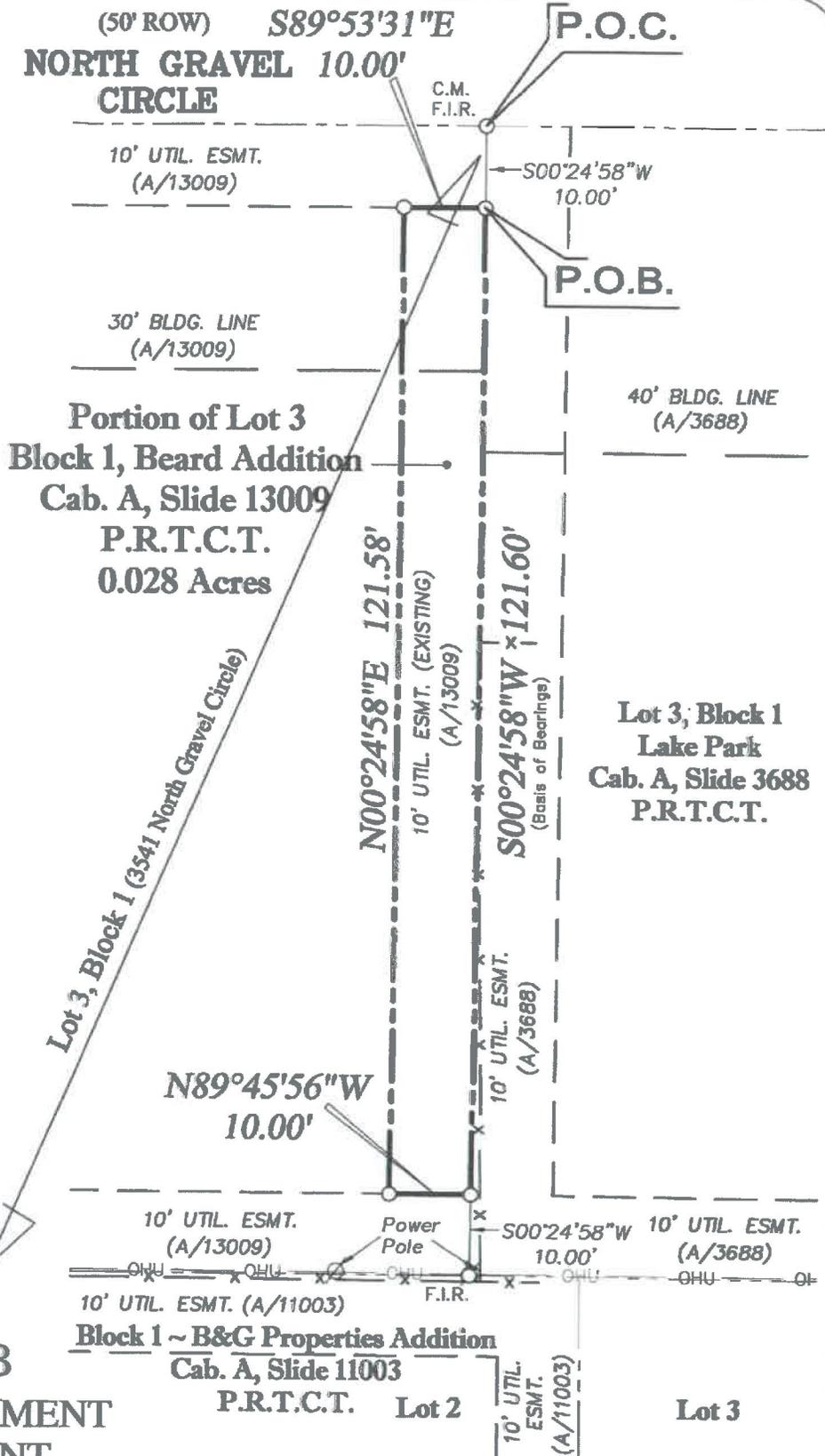


SCALE: 1" = 20'

Bearings shown hereon based on Beard Addition, an addition to the City of Grapevine, Tarrant County, Texas, according to the plat recorded under Cabinet A, Slide 13009, P.R.T.C.T.

NOTES:

- I.R.F. = 1/2" Iron Rod Found
- I.R.S. = 1/2" Iron Rod Set with yellow cap stamped "ARTHUR SURVEYING COMPANY"
- P.O.C. - Point of Commencing
- P.O.B. - Point of Beginning



*F.H. Westphall*

**EXHIBIT B**

**10' UTILITY EASEMENT ABANDONMENT**

0.028 Acres out of Lot 3 in Block 1 of the Beard Addition

City of Grapevine, Tarrant County, Texas

- 2018 -



220 Elm St., # 200 - Lewisville, TX 75057  
 Ph. 972.221.9439 - TFRN# 10063800  
 arthursurveying.com Established 1986

**MEMO TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**MEETING DATE:** MAY 7, 2019

**SUBJECT:** APPROVAL OF A UTILITY EASEMENT ABANDONMENT FOR 2678 PINEHURST DRIVE

**RECOMMENDATION:** City Council consider adopting an ordinance abandoning a utility easement on Lot 16, Block 1, Lakeside Estates Four Addition, and take any necessary action.

**FUNDING SOURCE:**

**BACKGROUND:** The owner of the property located at 2678 Pinehurst Drive has requested the City abandon 10 feet of a 15-foot utility easement located along the backyard property line. The utility easement was dedicated by the Lakeside Estates Four Addition plat. With franchise improvements of the Lakeside Addition on Pinehurst Drive, this portion of the easement is not needed. All franchise utility companies support this abandonment.

Staff recommends approval.

ORDINANCE NO. 2019-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, ABANDONING AND VACATING A UTILITY EASEMENT ON LOT 16, BLOCK 1, LAKESIDE ESTATES FOUR ADDITION IN THE CITY OF GRAPEVINE, TEXAS AS HEREINAFTER DESCRIBED

WHEREAS, the property owner for Lot 16, Block 1, Lakeside Estates Four Addition located at 2678 Pinehurst Drive, City of Grapevine, Tarrant County, Texas has requested that a utility easement of said lot, as herein after described, be abandoned and vacated; and

WHEREAS, the easement is not needed for public use, will not be needed in the future for public use and has been signed off by franchise utility companies; and

WHEREAS, abandoning and vacating the said easement will relieve the City of Grapevine and utility franchise companies, from the cost and expense of maintaining said property; 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 Chapter 211 of the Local Government Code; 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 800 square foot utility easement located on Lot 16, Block 1, Lakeside Estates Four Addition described in Exhibit "A" and Exhibit "B", attached hereto and incorporated herein for all purposes, is hereby abandoned and vacated for public use and the same is hereby abandoned and vacated insofar as all public right, title, interest in and to said easement is concerned.

Section 3. 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 4. The fact that the easement is no longer needed by the public for public

usage and would create a hardship or burden upon the City of Grapevine and franchise utility companies to keep open and maintain such easement creates an urgency and an emergency for the immediate preservation of the public health, safety, and general welfare which requires that this ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 7th day of May, 2019.

APPROVED:

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Darlene Freed  
Mayor Pro Tem

ATTEST:

---

Tara Brooks  
City Secretary

APPROVED AS TO FORM:

---

City Attorney

Scale: 1" = 20'

Tech: AT  
Field: JG

Job No:  
1903IN117EASE

# 10' UTILITY EASEMENT ABANDONMENT

## METES AND BOUNDS DESCRIPTION

BEING a portion of Lot 16, Block 1, Lakeside Estates Four, an addition to the City of Grapevine, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5178, Plat Records of Tarrant County, Texas, also being a tract of land conveyed to Jeffrey V. Holt & Lynn F. Langenberg, recorded in Instrument Number D219010718, Deed Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the northwest corner of the herein described tract of land and in the east line of Lot 15, said Block 1, said point also being N 00°00'53" E, 15 feet from the southwest corner of said Lot 16;

THENCE S 89°46'50" E, with the north line of the herein described tract of land, a distance of 80.00 feet to a point for the northeast corner of the herein described tract of land, said point also being in the west line of Lot 17, said Block 1;

THENCE S 00°00'53" W, with the east line of the herein described tract of land and the said west line of Lot 17, a distance of 10.00 feet to a point for the southeast corner of the herein described tract of land;

THENCE N 89°46'50" W, with the south line of the herein described tract of land, a distance of 80.00 feet to a point for the southwest corner of the herein described tract of land, said point also being in the said east line of Lot 15;

THENCE N 00°00'53" E, with the west line of the herein described tract of land and said east line of Lot 15, a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.018 acres (800 square feet) of land, more or less.



Address: 2678 PINEHURST DRIVE

*Paul G. Fuller II*

Date: 04/03/2019

I hereby certify that this plat is true and correct to the best of my knowledge and belief as surveyed by me or under my direct supervision. This survey was done without a title search and shows only easements on the recorded subdivision plat and does not include other easements of record which may affect this property.

10' UTILITY EASEMENT  
ABANDONMENT  
PORTION OF LOT 16, BLOCK 1  
LAKESIDE ESTATES FOUR  
CAB. A, SLIDE 5178  
FRANKLIN WOOD ABSTRACT NO. 1688  
CITY OF GRAPEVINE  
PLAT RECORDS OF TARRANT COUNTY, TEXAS

FULLER ENGINEERING  
& LAND SURVEYING, INC.

### LEGEND OF ABBREVIATIONS AND SYMBOLS

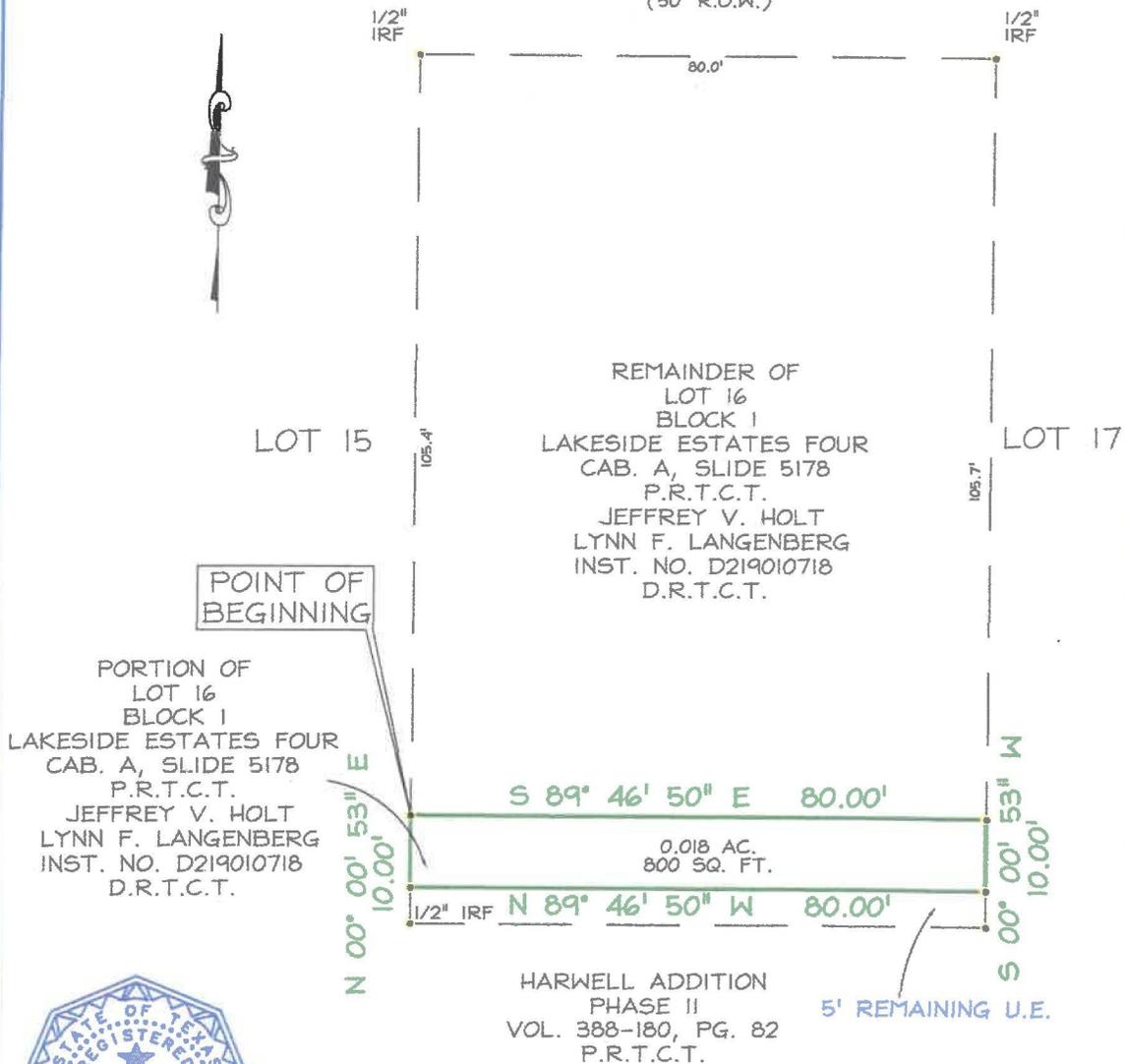
B.L. = Building Line	I.P.F. = Iron Pipe Found	● = Power Pole	—//— = Wood Fence
C.M. = Control Monument	I.R.F. = Iron Rod Found	P.O.S.E. = Public Open Space Easement	—○— = Chain Link Fence
D.E. = Drainage Easement	I.R.S. = Capped Iron Rod Set	R.O.W. = Right of Way	—□— = Iron Fence
D.U.E. = Drainage & Utility Easement	O.H.E. = Overhead Electric	⊙ = Water Meter	—X— = Wire Fence
M.E. = Maintenance Easement ( )	( ) = Record Data	U.E. = Utility Easement	—m = Electric Meter
ET = Electric Transformer ( )	( ) = Bearing Basis	□ <sup>gm</sup> = Gas Meter	

Scale: 1" = 20' Tech: AT Job No: 1903INI17EASE  
Field: JG

# 10' UTILITY EASEMENT ABANDONMENT

## PINEHURST DRIVE

(50' R.O.W.)



POINT OF BEGINNING

PORION OF  
LOT 16  
BLOCK 1  
LAKESIDE ESTATES FOUR  
CAB. A, SLIDE 5178  
P.R.T.C.T.  
JEFFREY V. HOLT  
LYNN F. LANGENBERG  
INST. NO. D219010718  
D.R.T.C.T.

REMAINDER OF  
LOT 16  
BLOCK 1  
LAKESIDE ESTATES FOUR  
CAB. A, SLIDE 5178  
P.R.T.C.T.  
JEFFREY V. HOLT  
LYNN F. LANGENBERG  
INST. NO. D219010718  
D.R.T.C.T.

HARWELL ADDITION  
PHASE II  
VOL. 388-180, PG. 82  
P.R.T.C.T.

5' REMAINING U.E.



Address: 2678 PINEHURST DRIVE

Date: 04/03/2019

I hereby certify that this plat is true and correct to the best of my knowledge and belief as surveyed by me or under my direct supervision. This survey was done without a title search and shows only easements on the recorded subdivision plat and does not include other easements of record which may affect this property.

**10' UTILITY EASEMENT ABANDONMENT**  
 PORTION OF LOT 16, BLOCK 1  
 LAKESIDE ESTATES FOUR  
 CAB. A, SLIDE 5178  
 FRANKLIN HOOD ABSTRACT NO. 1688  
 CITY OF GRAPEVINE  
 PLAT RECORDS OF TARRANT COUNTY, TEXAS

**FULLER ENGINEERING & LAND SURVEYING, INC.**

LEGEND OF ABBREVIATIONS AND SYMBOLS			
B.L. = Building Line	I.P.F. = Iron Pipe Found	● = Power Pole	—//— = Wood Fence
C.M. = Control Monument	I.R.F. = Iron Rod Found	P.O.S.E. = Public Open Space Easement	—○— = Chain Link Fence
D.E. = Drainage Easement	I.R.S. = Capped Iron Rod Set	R.O.W. = Right of Way	—□— = Iron Fence
D.U.E. = Drainage & Utility Easement	O.H.E. = Overhead Electric	⊙ = Water Meter	—X— = Wire Fence
M.E. = Maintenance Easement ( )	Record Data	U.E. = Utility Easement	—m— = Electric Meter
ET = Electric Transformer ( )	= Bearing Basis	⊠ <sup>gm</sup> = Gas Meter	

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 16th day of April, 2019 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, with the following members of the Planning and Zoning Commission:

Larry Oliver	Chairman
BJ Wilson	Vice Chairman
Monica Hotelling	Member
Jim Fechter	Member
Beth Tiggelaar	Member
Gary Martin	Member
Dennis Luers	Member
Robert Rainwater	Alternate Member
Traci Hutton	Alternate Member

constituting a quorum, and 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
Shawna Barnes	Assistant 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 or contemplated litigation (short term/transient rentals), 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, the 185 acres and Lonesome Dove Exchange) 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 6:32 p.m. The closed session ended at 7:20 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, 551.072 or 551.087. City Manager Bruno Rumbelow stated there was no action necessary.

## REGULAR MEETING

### Call to Order

Mayor Tate called the meeting to order at 7:31 p.m. in the City Council Chambers.

### Item 2. Invocation and Pledge of Allegiance

Commissioner Beth Tiggelaar delivered the Invocation and led the Pledge of Allegiance.

### JOINT PUBLIC HEARINGS

### Item 3. Final Plat Lots 4R2 and 5R1, Block 102, College Heights Addition

Manager of Engineering John Robertson reported the applicant was requesting to replat Lot 4R1, Block 102, College Heights Addition. The subject property is located at 512 Estill Street and is currently zoned "R-7.5" Single Family Residential District.

No one spoke during the public hearing and there was no correspondence to report.

Motion was made to close the public hearing.

Motion: Luers

Second: Wilson

Ayes: Oliver, Wilson, Hotelling, Fechter, Tiggelaar, Martin, and Luers

Nays: None

Approved: 7-0

Motion was made to close the public hearing.

Motion: Freed

Second: Coy

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

Nays: None

Approved: 7-0

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

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

#### Item 8. Citizen Comments

There was no one wishing to speak during citizen comments.

#### PRESENTATIONS

##### Item 5. Chief Financial Officer to present quarterly financial report.

Chief Financial Officer Greg Jordan reported sales tax is steady and trending close to budget. The Utility Fund is projected to have surplus at the end of the year and the Lake Parks Fund is in line with the budget. Hotel Occupancy Tax continues to rise and unemployment remains below the national average.

#### NEW BUSINESS

##### Item 6. Consider the 2019 Water Conservation and Drought Contingency Plan, and take any necessary action.

Public Works Director Bryan Beck presented this item to Council.

Motion was made to approve the 2019 Water Conservation and Drought Contingency Plan.

Motion: O'Dell

Second: Freed

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

Nays: None

Approved: 7-0

#### 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. 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.

Motion was made to approve the consent agenda as presented.

Motion: Rogers

Second: Freed

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

Nays: None

Approved: 7-0

Item 7. Consider the purchase of fire rescue equipment from Metro Fire Apparatus Specialists, Inc.

Fire Chief Darrell Brown recommended approval of the purchase for a total amount not to exceed \$23,773. This purchase is for rescue equipment to enhance capabilities of stabilizing vehicles and removing people from larger vehicles and mass transit (TEXRail) vehicles.

Item 8. Consider the renewal of an annual contract for safety consultant services with Commercial Risk Services, Inc.

Chief Financial Officer Jordan recommended approval of the renewal of the annual contract for safety consultant services in the areas of education, compliance and best practice training for an amount not to exceed \$36,000.

Item 9. Consider an annual contract for insurance consultant services for group health benefits with McGriff, Seibels & Williams Insurance Services.

Chief Financial Officer Jordan recommended approval of the annual contract for insurance consultant services for group health benefits for an amount not to exceed \$50,000. McGriff, Seibels & Williams Insurance Services will assist with insurance placement for medical, dental, vision, life, disability and stop-loss insurance coverages. They also ensure that benefit designs are consistent with the strategic benchmarks, provide compliance tools and legislative information and provide data analysis on plans and performance.

Item 10. Consider renewal of annual contracts for horticultural chemicals and fertilizers with BWI Companies, Inc., Harrell's, LLC, Innovative Turf Supply and Winfield Solutions, LLC.

Golf Director Russell Pulley and Parks and Recreation Director Kevin Mitchell recommended approval of the renewal of annual contracts for horticultural chemicals and fertilizers for an annual estimated amount of \$80,000.

Item 11. Consider the renewal of an annual contract for cabin housekeeping services with Pure Service Corporation.

Parks and Recreation Director Mitchell recommended approval of the renewal of the annual contract for cabin housekeeping services for The Vineyards Campground and Cabins for an annual estimated amount of \$52,000.

Item 12. Consider authorization of the purchase of computer equipment from Brite Computers.

Police Chief Mike Hamlin recommended approval of the purchase of 10 rugged Getac tablets and associated hardware/software for a total amount not to exceed \$25,841.

Item 13. Consider the renewal of an annual contract for HVAC preventive maintenance services with The Brandt Companies, LLC.

Public Works Director Beck recommended approval of the renewal of the annual contract for HVAC preventive maintenance services for an amount not to exceed \$65,230.

Item 14. Consider the award of an informal request for quote for a Honda pump from Precision Pump Systems.

Public Works Director Beck recommended approval of the informal request for quote for HP Honda submersible pump that is needed for Minters Chapel Lift Station for an amount not to exceed \$25,910.

Item 15. Consider the renewal of an annual contract for hauling of debris and aggregates with Q. Roberts Trucking, Inc.

Public Works Director Beck recommended approval for hauling of debris and aggregates for an annual estimated amount of \$100,000.

Item 16. Consider the award of an informal request for quote for a turbine pump from FCX Performance.

Public Works Director Beck recommended approval of an informal request for quote for a turbine pump for the water treatment plant for an amount not to exceed \$22,100.

Item 17. Consider the award of an informal request for quote for generator repair from Clifford Power.

Public Works Director Beck recommended approval of the award of an informal request for quote for generator repair for an amount not to exceed \$17,547.

Item 18. Consider the minutes of the April 2, 2019 Regular City Council meeting.

City Secretary Tara Brooks recommended approval of the minutes as provided.

Motion was made to approve the consent agenda as presented.

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

PLANNING AND ZONING COMMISSION RECOMMENDATIONS

Item 19. Final Plat Lots 4R2 and 5R1, Block 102, College Heights Addition

Manager of Engineering John Robertson reported the Planning and Zoning Commission approved the final plat with a vote of 7-0.

Motion was made to approve the Statement of Findings and Final Plat of Lots 4R2 and 5R1, Block 102, College Heights Addition.

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

ADJOURNMENT

Motion was made to adjourn the meeting at 7:43 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 7th day of May, 2019.

APPROVED:

\_\_\_\_\_  
William D. Tate  
Mayor

ATTEST:

\_\_\_\_\_  
Shawna Barnes  
Assistant City Secretary