



CITY OF GRAPEVINE, TEXAS
REGULAR JOINT MEETING OF
CITY COUNCIL AND PLANNING AND ZONING COMMISSION
TUESDAY, APRIL 15, 2025

GRAPEVINE CITY HALL, COUNCIL CHAMBERS
200 SOUTH MAIN STREET
GRAPEVINE, TEXAS

6:30 p.m.	Dinner – City Council Conference Room
7:00 p.m.	Call to Order of City Council Meeting – City Council Chambers
7:00 p.m.	Executive Session – City Council Conference Room
7:30 p.m.	Joint Regular Meeting – City Council Chambers

CALL TO ORDER: 7:00 p.m. – City Council 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 (Muns, et al. v. Grapevine – Cause No. 348-303736-18), pursuant to Section 551.071, Texas Government Code.
 - B. Real property relative to deliberation of the purchase, exchange, lease, sale or value of real property (City facilities, Public Works, and the 185 acres) pursuant to Section 551.072, Texas Government Code.
 - C. Deliberate the deployment or implementation of security personnel or devices (Main Street) pursuant to Section 551.076, Texas Government Code.
 - D. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

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

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

2. Invocation and Pledge of Allegiance: Commissioner Kirby Kercheval

JOINT PUBLIC HEARINGS

3. Conditional Use Permit **CU24-55** (B-K Sizzle/Office) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Global Sky Properties, LP requesting a conditional use permit to develop a 2,978 square foot restaurant with drive-through and a 4,140 square foot professional office building. The subject property is located at 834 East Northwest Highway and is currently zoned “HC”, Highway Commercial District.
4. Conditional Use Permit **CU25-08** (United Defense Tactical) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by UDT Dallas LivTac, LLC requesting a conditional use permit to amend the previously approved site plan CU01-17 (Ordinance No. 2001-032) to allow the reconfiguration of the building located on Lot 6, delete the building located on Lot 5 and allow the development of Lots 5 and 6; and move the building located on Lot 2, ten feet to the northwest. The applicant is requesting a conditional use permit to allow for personal safety and defense classes. The subject property is located at 1505 West State Highway 114 and is currently zoned “CC”, Community Commercial District.
5. Zoning Change Application **Z25-02** (619 South Church Street) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by the City of Grapevine requesting to rezone 0.21 acres from “R-7.5”, Single Family District to “GU”, Governmental Use District.
6. Zoning Change Application **Z24-01** and Conditional Use Permit **CU24-09** (Wine House) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Robert and Suzanne Davenport requesting to rezone 0.23 acres from “R-7.5”, Single Family District to “CBD”, Central Business District. The applicant is also requesting a conditional use permit to allow for the possession, storage, and retail sales of on- and off- premise consumption of alcoholic beverages (wine only) in conjunction with a wine tasting facility. The subject property is located at 218 West Worth Street. **The applicant has requested to withdraw this request.**

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

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

CITIZEN COMMENTS

7. Any person who is not scheduled on the agenda may address the City Council under Citizen Comments or on any other agenda item by completing a Citizen Appearance Request form with the City Secretary. A member of the public may

address the City Council regarding an item on the agenda either before or during the Council's consideration of the item, upon being recognized by the Mayor or upon the consent of the City Council. Citizens will have three (3) minutes to address Council. In accordance with the Texas Open Meetings Act, the City Council is restricted in discussing or taking action during Citizen Comments.

NEW BUSINESS

8. Consider a change order for the construction of an additional 1,300 +/- linear feet of 8-foot paved trail at Settlers Park with RLM EarthCoand; the acceptance of an associated Trail Easement, City of Grapevine Permanent Hike, Bike and Pedestrian Trail Easement with Temporary Construction Easement; 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.

9. Consider **Ordinance No. 2025-011** reappointing Judge Alan Wayland as the City's Municipal Court Judge to serve a two-year term beginning May 1, 2025. Chief Financial Officer recommends approval.
10. Consider the contracts to reappoint Brad Bradley and Gilland Chenault as Alternate Municipal Judges to substitute during any temporary absence of the presiding judge. Chief Financial Officer recommends approval.
11. Consider the renewal of an annual contract for interactive voice response system with DivDat, Inc. for the Utility Billing Department. Chief Financial Officer recommends approval.
12. Consider a sole source purchase of EMS reporting license and record management system from Imagetrend. Fire Chief recommends approval.
13. Consider the purchase of personal protective equipment from North America Fire Equipment Company, Inc. (NAFECO). Fire Chief recommends approval.
14. Consider the renewal of the purchase of annual services for veterinary medical care from Relief Services for Veterinary Practices, RSVP Services, LLC. Police Chief recommends approval.
15. Consider the purchase of a 14 passenger van from Model 1 Commercial Vehicles. Parks and Recreation Director and Public Works Director recommend approval.

16. Consider an annual contract for the purchase of pavement marking services with Road Master Striping, LLC. Public Works Director recommends approval.
17. Consider the renewal of the annual contracts for concrete services with Manning Concrete Sawing, CI Pavement, and Cut-Mor Concrete Services LLC. Public Works Director recommends approval.
18. Consider the purchase of an automatic sludge blanket sensor for the Wastewater Treatment Plant from Cerlic Controls. Public Works Director recommends approval.
19. Consider the purchase of lab equipment, chemicals, monitoring flow measurement equipment and maintenance for the water and wastewater treatment system from the HACH Company. Public Works Director recommends approval.
20. Consider the purchase of an EDI diffuser system for the Wastewater Treatment Plant from Newman Regency Group. Public Works Director recommends approval.
21. Consider the purchase of a 60hp Flygt submersible pump for the Opryland Lift Station from Xylem Water Solutions, Inc. Public Works Director recommends approval.
22. Consider a Joint Election Agreement to provide election services and equipment for the May 3, 2025 General Election with the Tarrant County Elections Administrator. City Secretary recommends approval.
23. Consider the minutes of the April 1, 2025 Regular City Council meeting. City Secretary recommends approval.

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

PLANNING AND ZONING COMMISSION RECOMMENDATIONS

24. Conditional Use Permit **CU24-55** (B-K Sizzle/Office) – Consider the recommendation of the Planning and Zoning Commission and **Ordinance No. 2025-012**, if applicable, and take any necessary action.
25. Conditional Use Permit **CU25-08** (United Defense Tactical) – Consider the recommendation of the Planning and Zoning Commission and **Ordinance No. 2025-013**, if applicable, and take any necessary action.

26. Zoning Change Application **Z25-02** (619 South Church Street) – Consider the recommendation of the Planning and Zoning Commission and **Ordinance No. 2025-014**, if applicable, and take any necessary action.

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 April 11, 2025 by 5:00 p.m.


Tara Brooks, TRMC, CRM
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.

This meeting can be adjourned and reconvened, if necessary, the following regular business day.



CITY OF GRAPEVINE, TEXAS
PLANNING AND ZONING COMMISSION MEETING
TUESDAY, APRIL 15, 2025

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

JOINT MEETING WITH CITY COUNCIL

CALL TO ORDER 7:30 p.m. - City Council Chambers

1. Invocation and Pledge of Allegiance: Commissioner Kirby Kercheval

JOINT PUBLIC HEARINGS

2. Conditional Use Permit **CU24-55** (B-K Sizzle/Office) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Global Sky Properties, LP requesting a conditional use permit to develop a 2,978 square foot restaurant with drive-through and a 4,140 square foot professional office building. The subject property is located at 834 East Northwest Highway and is currently zoned “HC”, Highway Commercial District.
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to allow for the possession, storage, and retail sales of on- and off- premise consumption of alcoholic beverages (wine only) in conjunction with a wine tasting facility. The subject property is located at 218 West Worth Street. **The applicant has requested to withdraw this item.**

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

CITIZEN COMMENTS

6. Any person who is not scheduled on the agenda may address the Commission under Citizen Comments or on any other agenda item by completing a Citizen Appearance Request form with the staff. A member of the public may address the Commission regarding an item on the agenda either before or during the Commission's consideration of the item, upon being recognized by the Chairman or upon the consent of the Commission. In accordance with the Texas Open Meetings Act, the Commission is restricted in discussing or taking action during Citizen Comments.

NEW BUSINESS

7. Conditional Use Permit **CU24-55** (B-K Sizzle/Office) – Consider the application and make a recommendation to City Council.
8. Conditional Use Permit **CU25-08** (United Defense Tactical) – Consider the application and make a recommendation to City Council.
9. Zoning Change Application **Z25-02** (619 South Church Street) – Consider the application and make a recommendation to City Council.
10. Consider the minutes of the March 18, 2025 Planning and Zoning Commission meeting.
11. Consider proposed amendments to various sections of the Zoning Ordinance related to secondary structures, including provisions for size, location, and height and make a recommendation to Council.

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

ADJOURNMENT

In accordance with the Open Meetings Law, Texas Government Code, Chapter 551, I hereby certify that the above agenda was posted on the official bulletin boards at

Grapevine City Hall, 200 South Main Street and on the City's website on April 11, 2025 by 5:00 p.m.

Tara Brooks

Tara Brooks, TRMC, CRM
City Secretary



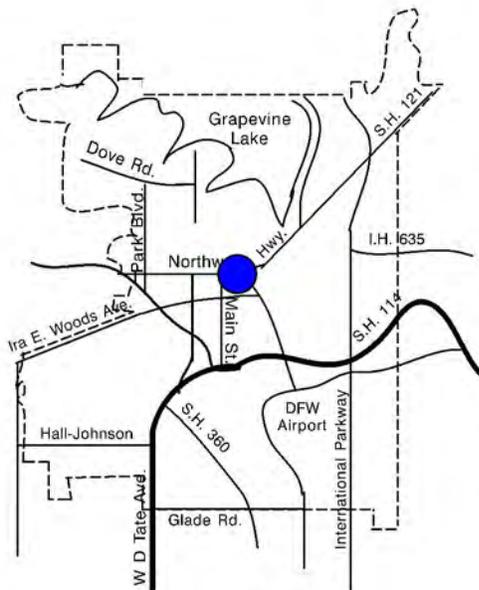
If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact the City Secretary's Office at 817.410.3182 at least 24 hours in advance of the meeting. Reasonable accommodations will be made to assist your needs.

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

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BK}
ERICA MAROHNIC, PLANNING SERVICES DIRECTOR

MEETING DATE: APRIL 15, 2025

SUBJECT: PLANNING SERVICES TECHNICAL REPORT OF CONDITIONAL USE APPLICATION CU24-55; B-K SIZZLE AND PROFESSIONAL OFFICE



APPLICANT: Karim Mawani, Global Sky Properties

PROPERTY LOCATION AND SIZE:

The subject property is located at 834 East Northwest Highway and is platted as Lot 2, Ruth Wall Addition. The lot contains approximately 1.0114 acres and has 146.10 feet of frontage along East Northwest Highway and 146.10 feet of frontage along East Wall Street.

REQUESTED CONDITIONAL USE, AND COMMENTS:

The applicant is requesting a conditional use permit to develop a drive-through restaurant and a professional office building.

The applicant intends to develop a 2,978 square foot restaurant with drive-through (B-K Sizzle) that is 18.26 feet tall and centrally located onsite. Customers will enter and exit the site from East Northwest Highway at the northwest corner of the site. The drive-through commences with dual lanes and culminating into a single lane on the east side of the building and adjacent to the east property line. Neither outdoor seating or outdoor speakers are offered.

Also, the applicant intends to develop a 4,140-square-foot professional office building, which will be 24 feet tall and located on the south side of the site adjacent to East Wall Street. Parking for the office is on the north side of the office building, accessed only from East Northwest Highway at the northwest corner of the site. Vehicular access is not

proposed from East Wall Street.

Total required parking for the proposed uses is 36 parking spaces and 36 parking spaces are provided.

PRESENT ZONING AND USE:

The property is currently zoned "HC", Highway Commercial District and is undeveloped.

HISTORY OF TRACT AND SURROUNDING AREA:

The subject and surrounding property were zoned "C-2", Community Business District prior to the 1984 City-wide Rezoning at which time the subject site was rezoned to "HC", Highway Commercial District. The property to the south was rezoned from "R-1", Single Family District to "R-12.5", Single Family District in the 1984 City-wide Rezoning and is currently developed as the D. E. Box Addition. The property to the north was zoned "C-2", Community Business District prior to the 1984 City-wide Rezoning.

SURROUNDING ZONING AND EXISTING LAND USE:

NORTH: "CC", Community Commercial District — Various restaurants and professional office uses, Jersey Mike's and Subs and Chiro & Acupuncture

SOUTH: "R-12.5", Single Family District — D.E. Box Addition, single family residences

EAST: "HC", Highway Commercial District — German Car Care

WEST: "HC", Highway Commercial District — Chicken Express

AIRPORT IMPACT:

The subject tract is located within "Zone A" zone of minimal effect as defined on the "Aircraft Sound Exposure: Dallas Fort Worth Regional Airport Environs" map. Few activities will be affected by aircraft sounds in Zone A except for sound sensitive activities such as auditoriums, churches, schools, hospitals, and theaters. The applicant's proposal is an appropriate use in this noise zone.

MASTER PLAN APPLICATION:

Map 2: Land Use Plan of the Comprehensive Master Plan designates the subject property as Commercial (CO) land use. This request is compliant with the Master Plan.

THOROUGHFARE PLAN APPLICATION:

The Thoroughfare Plan designates East Northwest Highway a Type C Minor Arterial with a minimum 80-foot right-of-way developed as four lanes with a center turn lane. The Thoroughfare Plan designates East Wall Street as a Type F Collector with a minimum 60-foot right-of-way developed as two lanes.

/at

CC ITEM #3, 24
P&Z ITEM #2, 7

1601

4R2
.7095 @

5
.934 @

6A
.8456 @

7A
1.725 @

CC

4R2
.7095 @

**OPRYLAND
SECOND
ADDN
311855**

5
.934 @

6A
.8456 @

1 7A
1.725 @

3.3

NORTHWEST HWY

SUBJECT PROPERTY

HC

TR 51F
.5 AC

TR 51G
.5 AC

**RUTH WALL
44890
SUBD**

GF

1
.9995 @

3

TR 51F1
.21 AC

**SMITH
WALL
ADDN
39083**

2

R-12.5

1

2

3

4

5

6

7

8

1

2

2

**D E BOX
ADDN
3150**

3

0 50 100 150 200 Feet



**CU24-55; B-K Sizzle/ Office
834 East Northwest Highway**

Date Prepared: 4/2/2025

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

CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS

Current or if unplatted, proposed subdivision name(s),
block(s), & lot(s)

LOT 02 - RUTH WALK ADDN

Gross area of parcel (to nearest tenth of
acre)

1.01 ACRES

Street frontage & distance to nearest cross street

146 L.F. / 170 L.F. TO BECKETT ST.

Describe the Proposed Use

RESTAURANT/OFFICE

Proposed Zoning

HC

Existing Zoning

HC

Future Land Use Designation

SAME

Subject Property Address

834 E. NW HIGHWAY

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

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

Any changes to a site plan approved with a conditional use permit request can only be approved by City Council through the public hearing process.

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

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

Owner Name ANWAR DOSSANI Owner Phone Number 817-442-1159

Company GLOBAL SKY PROPERTIES LP

Address 520 EAST NORTHWEST HIGHWAY

City GRAPEVINE State TX Zip Code 76051

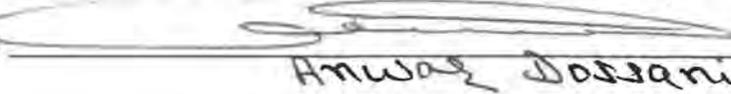
Email [REDACTED]

DEC 02 2024

CU24-55

**SITE PLAN APPLICATION
AND SITE PLAN SET CHECKLISTS**

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type and representation of my own volition and not at the request of the City of Grapevine.

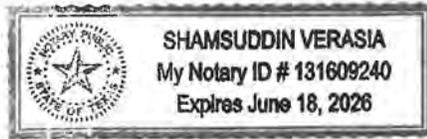
Property Owner's Signature  Date 12/2/24
Anwar Dossani

STATE OF: Texas
COUNTY OF: Tarrant

BEFORE ME, a Notary Public, on this day personally appeared Anwar Dossani (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 2nd day of December, 2024.





NOTARY PUBLIC in and for the State of Texas

CU24-55

DEC 02 2024

**SITE PLAN APPLICATION
AND SITE PLAN SET CHECKLISTS**

Project Representative Information (complete if designated by owner)

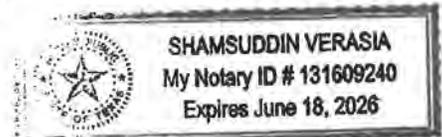
Engineer Purchaser Tenant Preparer Other (specify) Global Sky Properties, LP
Name Karim Mawani Company Global Sky Properties, LP
Address 520 East Northwest Highway
City Grapevine State Tx Zip Code 76051
Phone 817-442-1129 Email [REDACTED]
Applicant's Signature [Signature] Date 12/2/2024

STATE OF: Texas
COUNTY OF: Tarrant

BEFORE ME, a Notary Public, on this day personally appeared Karim Mawani
(~~printed property owner's name~~) the above signed, who, under oath, stated the following: "I hereby
certify that I am the applicant for the purposes of this application; that all information submitted herein
is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 2nd day of
December, 2024

[Signature]



NOTARY PUBLIC in and for the State of Texas

If the legal owner of the property is a corporation, company, partnership, or Limited Liability Company, provide a copy of a legal document attached with this application showing that the individual signing this document is a duly authorized partner, officer, or owner of said corporation, partnership, or Limited Liability Company.

For any individual or organization who consents to act as an agent for the entity for purposes of receiving any process, notice or demand:

Entity Name or File Number: _____

Provide a most recent public information report that includes:

- 1. All general partners
- 2. File Number
- 3. Registered agent name
- 4. Mailing address

DEC 02 2024

C424-55

(You may order a copy of a Public Information Report from open.records@cpa.texas.gov or Comptroller of Public Accounts, Open Records Section, PO Box 13528, Austin, Texas 78711 or go to <https://mycpa.cpa.state.tx.us/coa/search.do>)

**CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS**

PLATTING VERIFICATION:

To be filled out by the Public Works & Engineering Department at time of submittal

- It has been determined that the property described below does **require platting or replatting** and the applicant has been instructed on this procedure. **AMENDED PLAT**

- It has been determined that the property described below is **currently platted or does not require platting or replatting** at this time.

Address of subject property 834 EAST NORTHWEST HIGHWAY

Legal description of subject property
LOT 02 - BUTH WALL ADDITION

Custin O'Dunne 12.2.2024
Public Works Department Date

DEC 02 2024

CU24-55

To: The City of Grapevine Planning Department

As a proud, family-owned business rooted in Grapevine, we are excited to propose a new development in a corridor we've long been part of. Our commitment to Grapevine's growth and prosperity inspires us to continue investing in the community through thoughtful, impactful developments. Our latest project includes a modern Burger King with a dual drive-thru and a professional office building at the rear end of the property.

The dual drive-thru lane is a crucial component designed to enhance traffic flow, improve safety, and meet Burger King's latest operational and design standards. By reducing congestion around the entrance and increasing service efficiency, this development will elevate the customer experience while boosting restaurant sales.

In addition to benefiting patrons, this project will contribute to the local economy. Increased sales will result in higher tax revenues for the City of Grapevine, and the creation of new jobs will support economic growth. The office building will attract businesses to the area, providing professional opportunities and further diversifying the economic landscape.

We are committed to ensuring that this project complements the aesthetic appeal of the surrounding area. Our development plan emphasizes thoughtful design, landscaping, and architectural elements, ensuring that it aligns with the city's vision for its future.

We respectfully seek your support and approval of these plans, confident that this development will bring substantial benefits to City of Grapevine, both now and in the future.

Sincerely,



Al Dossani
President and CEO
Global Sky Properties L.P.
520 East Northwest Highway
Suite 100
Grapevine, Texas 76051

CU24-55

DEC 0 8 2024

BEING a 1.011 acre tract of land in the Archibald F. Leonard Survey, Abstract Number 946, situated in the City of Grapevine, Tarrant County, Texas, and being all of Lot 2 of Ruth Wall Subdivision, a subdivision of record in Volume 1878, Page 279 of the Deed Records of Tarrant County, Texas, and conveyed to Global Sky Properties, L.P. by Special Warranty Deed with Vendor's Lien of record in Document Number D217012182 of the Official Public Records of Tarrant County, Texas, also being all of a called 0.010 acre tract of land conveyed to Global Sky Properties, L.P. by deed of record in Document Number D224205158 of said Official Public Records, and being more particularly described by metes & bounds as follows:

BEGINNING, at a 1/2-inch iron rod found in the North line of East Wall Street, a 60 foot wide public right-of-way, being the Southwest corner of said Lot 2, from which a 1/2-inch iron rod found bears S89°36'12"W, a distance of 144.90 feet;

THENCE, N00°23'48"W, departing from the North right-of-way line of East Wall Street, along the West line of said Lot 2, in part the common East line of Lot 1A of Ruth Wall Subdivision, a subdivision of record in Document Number D222221421 of the Plat Records of Tarrant County, Texas, a distance of 301.30 feet to a point in the South line of Texas State Highway 26, a variable width public right-of-way, being the Northwest corner of said Lot 2, also being the Northeast corner of said Lot 1A and the West corner of said 0.010 acre tract,

THENCE, N89°23'57"E, along the South right-of-way line of Texas State Highway 26, being the common North line of said 0.010 acre tract, a distance of 146.10 feet to a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" found for the Northeast corner of said 0.010 acre tract, from which a 1/2-inch iron rod with a yellow plastic cap stamped "SUR-TEX RPLS 2466" found bears N89°23'57"E, a distance of 11.14 feet;

THENCE, S00°23'48"E, departing from the South right-of-way line of Texas State Highway 26, tract, along the East line of said 0.010 acre tract, passing a 1/2-inch iron rod with a yellow plastic cap stamped "SUR-TEX RPLS 2466" found for the Southeast corner of said 0.010 acre tract, being the Northeast corner of said Lot 2, also being the Northwest corner of Lot 3 of said Ruth Wall Subdivision (Volume 1878, Page 279) at a distance of 8.12 feet, and continuing along said course with the East line of said Lot 2, being the common West line of said Lot 3 for a total distance of 301.82 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "SUR-TEX RPLS 2466" found in the North line of East Wall Street, being the Southeast corner of said Lot 2, also being the Southwest corner of said Lot 3;

THENCE, S89°36'12"W, along the North right-of-way line of East Wall Street, being the common South line of said Lot 2, a distance of 146.10 feet to the **POINT OF BEGINNING**, containing an area of 1.011 acres, or 44,058 square feet of land, more or less.

DEC 03 2024
CU24-65



Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
(940) 222-3009
www.eaglesurveying.com
TX Firm # 10194177

PRELIMINARY
this document shall not be
recorded for any purpose and
shall not be used or viewed or
relied upon as a final survey
document

JOB NUMBER	REVISION
2405.056-03	-
DATE	DRAWN BY
12/03/2024	-

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Global Sky Properties, L.P.
Filing Number: 800565720

The undersigned, as Secretary of State of Texas, hereby certifies that a certificate of limited partnership for the above named limited partnership has been received in this office and filed as provided by law on the date shown below.

Accordingly, the undersigned as Secretary of State hereby issues this certificate evidencing the filing in this office.

Dated: 11/02/2005

Effective: 11/02/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

CU24-55
DEC 0 9 2024

Form SS-4 (Rev. December 2001) Department of the Treasury Internal Revenue Service		Application for Employer Identification Number (For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.) ▶ See separate instructions for each line. ▶ Keep a copy for your records.		EIN 20-3726890 OMB No. 1545-0003		
1* Legal name of entity (or individual) for whom the EIN is being requested <u>Global Sky Properties LP</u>						
2 Trade name of business (if different from name on line 1)			3 Executor, trustee, "care of" name			
4a* Mailing address (room, apt., suite no. and street, or P.O. box) <u>1221 E State Highway 114</u>			5a Street address (if different) (Do not enter a P.O. box)			
4b* City, state, and ZIP code <u>Grapevine TX 76051 -</u>			5b City, state, and ZIP code			
6* County and state where principal business is located County <u>Tarrant</u> State <u>TX</u>						
7a* Name of principal officer, general partner, grantor, owner, or trustee <u>Global Sky Property Development LLC</u>			7b* SSN, ITIN, EIN <u>20-3705941</u>			
8a* Type of entity (check only one)						
<input type="checkbox"/> Sole Proprietor (SSN)		<input type="checkbox"/> Estate (SSN of decedent)		<input type="checkbox"/> Plan administrator (SSN)		
<input checked="" type="checkbox"/> Partnership		<input type="checkbox"/> Trust (SSN of grantor)		<input type="checkbox"/> National Guard		
<input type="checkbox"/> Corporation (enter form number to be filed) ▶		<input type="checkbox"/> Farmers' cooperative		<input type="checkbox"/> State/local government		
<input type="checkbox"/> Personal Service		<input type="checkbox"/> REMIC		<input type="checkbox"/> Federal government/military		
<input type="checkbox"/> Church or church-controlled organization		<input type="checkbox"/> Group Exemption NO. (GEN) ▶		<input type="checkbox"/> Indian tribal government/enterprises		
<input type="checkbox"/> Other nonprofit organization (specify) ▶		<input type="checkbox"/> Other (specify) ▶				
8b If a corporation, name the state or foreign country (if applicable) where incorporated			State		Foreign country	
9* Reason for applying (check only one)						
<input type="checkbox"/> Started new business (specify type)		<input checked="" type="checkbox"/> Banking purpose (specify purpose) ▶		<input type="checkbox"/> Open a bank account		
<input type="checkbox"/> Hired employees (Check the box and see line 12)		<input type="checkbox"/> Changed type of organization (specify new type) ▶		<input type="checkbox"/> Purchased going business		
<input type="checkbox"/> Compliance with IRS withholding regulations		<input type="checkbox"/> Created a trust (specify type) ▶		<input type="checkbox"/> Created a pension plan (specify type) ▶		
<input type="checkbox"/> Other (specify) ▶						
10* Date business started or acquired (month, day, year) <u>NOV 2 2005</u>			11* Closing month of accounting year <u>DEC</u>			
12 First date wages or annuities were paid or will be paid (month, day, year) <i>Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year)</i> <u>DEC 31 2005</u>						
13 Highest number of employees expected in the next twelve months <i>Note: If the applicant does not expect to have any employees during the period, enter "0."</i>						
			Agriculture	Household	Other	
			<u>0</u>	<u>0</u>	<u>2</u>	
14* Check box that best describes the principal activity of your business						
<input checked="" type="checkbox"/> Construction		<input type="checkbox"/> Health care & social assistance		<input type="checkbox"/> Wholesale-agent/broker		
<input type="checkbox"/> Rental & leasing		<input type="checkbox"/> Accommodation & food service		<input type="checkbox"/> Wholesale-other		
<input type="checkbox"/> Real estate		<input type="checkbox"/> Retail				
<input type="checkbox"/> Manufacturing						
<input type="checkbox"/> Finance & insurance						
<input type="checkbox"/> Other (specify)						
15* Indicate principal line of merchandise sold; specific construction work done; products produced; or services provided. <u>Property Development</u>						
16a* Has the applicant ever applied for an employer identification number for this or any other business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
<i>Note: If "Yes" please complete lines 16b and 16c.</i>						
16b If you checked "Yes" on line 16a, give applicant's legal name and trade name shown on prior application if different from line 1 or 2 above.						
Legal name ▶						
Trade name ▶						
16c Approximate date when, and city and state where, the application was filed. Enter previous employer identification number if known.						
Approximate date when filed (month, day, year)			City and state where filed		Previous EIN	
Third Party Designee						
Complete section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form						
Designee's name <u>Amin Kotadia</u>			Designee's telephone number (include area code)			
Address and ZIP code <u>1500B Norwood Dr 207 Hurst TX 76054 -</u>			<u>(817) 268 - 0261</u>			
			Designee's fax number (include area code)			
			<u>(817) 886 - 0362</u>			
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.						
Name and title (type or print clearly)						
Applicant's telephone number (include area code)						

DEC 4 3 2024

Print Review IRS Form SS-4 EIN

Page 2 of 2

▶ Global Sky Property Development LLC			
Signature ▶	Not Required	Date ▶	November 03, 2005 GMT
		(817) 421 - 7474	
		Applicant's fax number (include area code)	
		617 961 - 0797	

GLOBAL SKY PROPERTY DEVELOPMENT, L.L.C.
RESOLUTION AUTHORIZING COMPANY TO ACT
IN CAPACITY OF GENERAL PARTNER

I, the undersigned, being the Manager of Global Sky Property Development, L.L.C. ("Company"), having considered the risks and benefits of the Company assuming the duties of General Partner of Global Sky Property Development, L.L.C. ("Limited Liability Company") and having determined that such activity is in the best interest of the Company, hereby

RESOLVED, that this Company is authorized to act as the General Partner of the Limited Partnership.

FURTHER RESOLVED, that Anwar A. Dossani, as the Manager of the Company, is authorized to sign any and all documents on behalf of the Company to effectuate the Company's role as General Partner of the Limited Partnership.

FURTHER RESOLVED, that Anwar A. Dossani is authorized to take all necessary action and to sign all necessary documents on behalf of the Company as the General Partner of the Limited Partnership for purposes of carrying out the duties and obligations of the Company as General Partner for the Limited Partnership.

Adopted this 2nd day of November, 2005



ANWAR A. DOSSANI, Manager

DEC 08 2024

ORDINANCE NO. 2025-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS ISSUING CONDITIONAL USE PERMIT CU24-55 TO ALLOW FOR A DRIVE-THROUGH RESTAURANT AND A PROFESSIONAL OFFICE BUILDING AT LOT 2A, RUTH WALL ADDITION (834 EAST NORTHWEST HIGHWAY) IN A DISTRICT ZONED "CC", COMMUNITY COMMERCIAL DISTRICT ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

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

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

overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewerage, schools, parks and other facilities; and

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

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

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

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

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

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

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

Section 1. That the City does hereby issue a conditional use permit in accordance with Section 48 of Ordinance No. 82-73, the Comprehensive Zoning Ordinance of the City of Grapevine, Texas, same being also known as Appendix "D" of the City Code, by granting Conditional Use Permit CU24-55 to allow for a drive-through restaurant (B-K Sizzle) and a professional office building in a district zoned "CC", Community Commercial District within the following described property: Lot 2A, Ruth Wall Addition (834 East Northwest Highway) all in accordance with a site plan approved pursuant to Section 47 of Ordinance No. 82-73, attached hereto and made a part hereof as Exhibit "A", and all other conditions, restrictions, and safeguards imposed herein, including but not limited to the following: None.

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

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

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

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

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

Section 7. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not

to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 8. The fact that the present ordinances and regulations of the City of Grapevine, Texas, are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Grapevine, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 15th day of April, 2025.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

Matthew C.G. Boyle
City Attorney

DATE:	04/07/2025
REVISION:	
NO.	1
DATE:	2/11/25
REVISIONS PER CITY PERMITTING COMMENTS:	

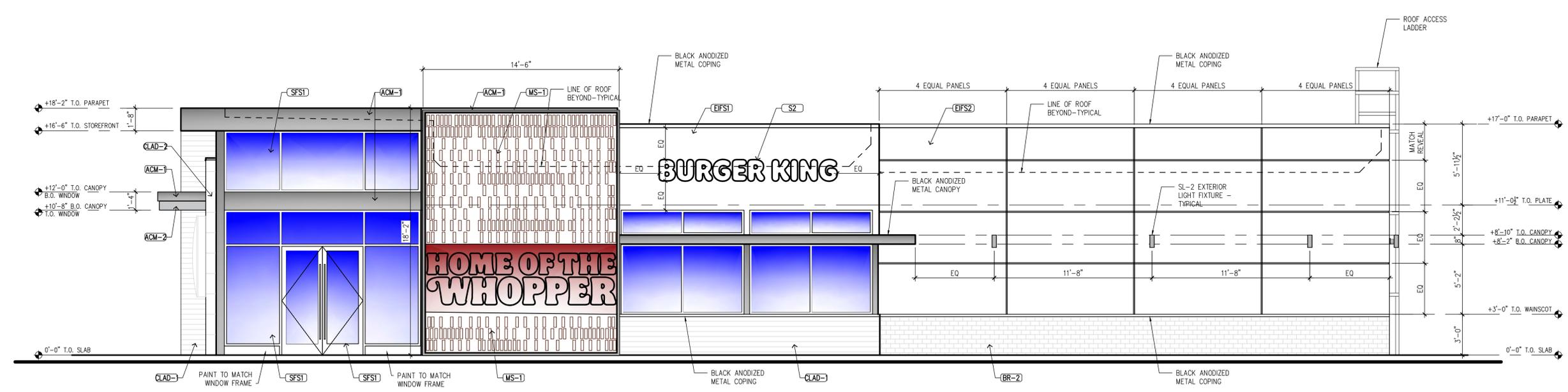
IA
iARCHITECTURE

BURGER KING CORPORATION
NEW RESTAURANT FOR:
DOSSANI PARADISE INVESTMENTS

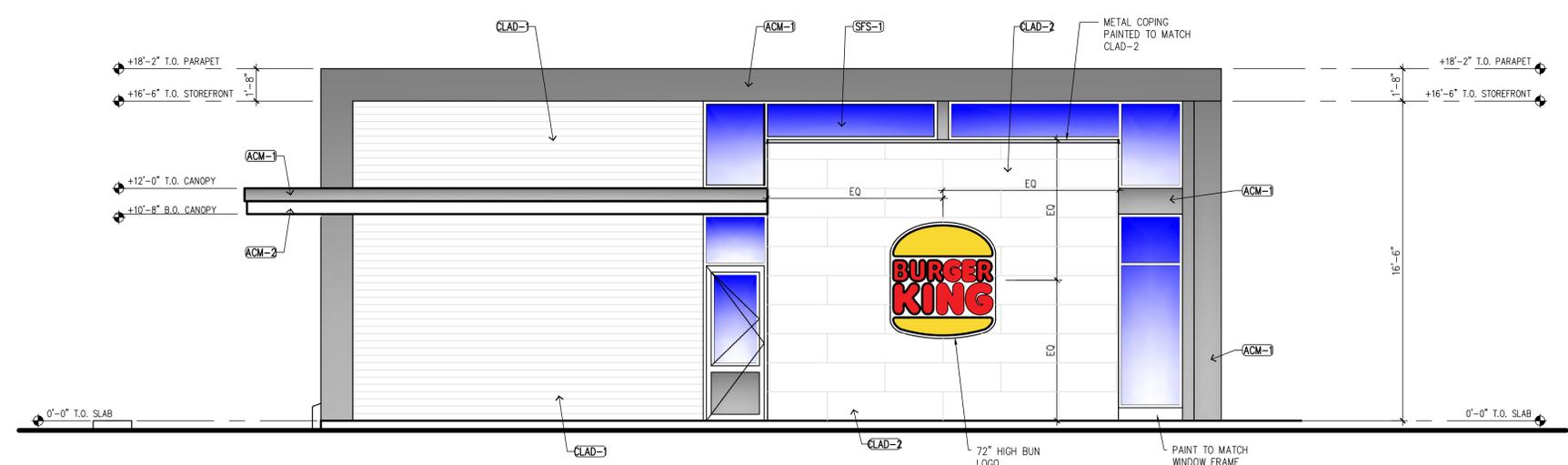


PROJECT #2422
SIZZLE 40: JULY 2024 DESIGN RELEASE
BURGER KING RESTAURANT
834 EAST NORTHWEST HIGHWAY
GRAPEVINE, TEXAS, 76051
EXTERIOR BUILDING ELEVATIONS

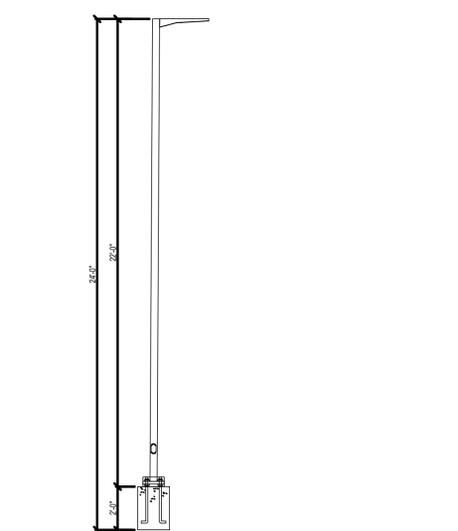
A-2.1



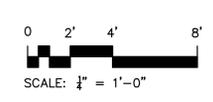
1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



1 SITE LIGHT ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION		
BRICK	113 SQ. FT.	7%
METAL	295 SQ. FT.	20%
NICHIHA (FIBER CEMENT)	56 SQ. FT.	4%
EIFS	651 SQ. FT.	43.5%
TOTAL	1496 SQ. FT.	

NORTH ELEVATION		
BRICK		
METAL	181 SQ. FT.	21%
NICHIHA (FIBER CEMENT)	540 SQ. FT.	63%
EIFS		
TOTAL	855 SQ. FT.	

Building Elevations
for
Burger King/Office Building
Lot 2, RUTH WALL ADDITION
City of Grapevine, Tarrant County, Texas
1.0 acres or 43,653 sq. ft.
Zone: "HC" HIGHWAY COMMERCIAL
Date of Preparation: April 7, 2025

CASE NAME: BK-SIZE/OFFICE
CASE NUMBER: CU-24-55
LOCATION: 834 EAST NW HWY

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

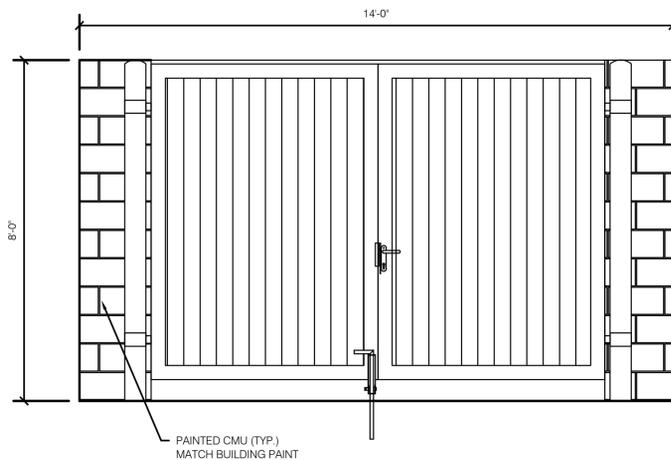
SHEET: 3 OF 15

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

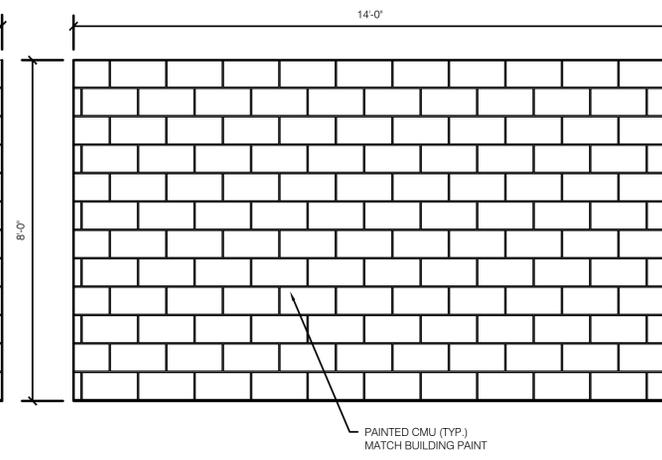
PLANNING SERVICES DEPARTMENT

All lighting fixtures shall be recessed to prevent glare.

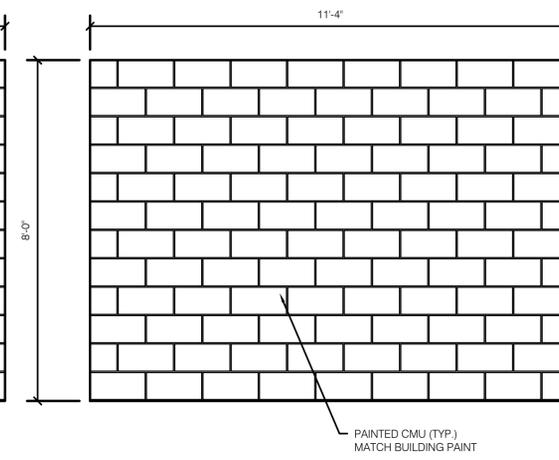
The purpose of CU24-55 is to a 2,978 square foot restaurant (B-K Sizzle) with drive through, a monument sign in excess of 30% of the gross surface area of the sign, and a 4,140 square foot professional office building.



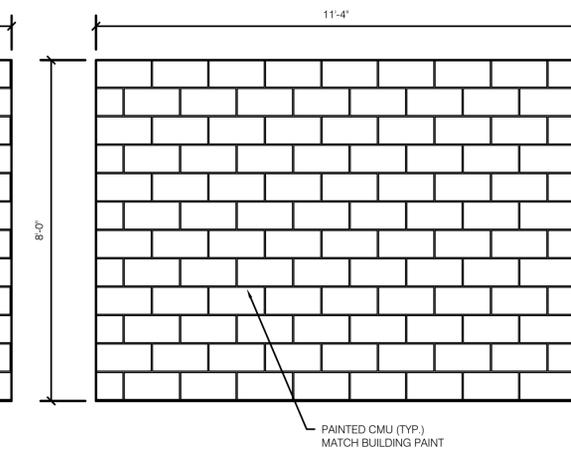
1 DUMPSTER ENCLOSURE - FRONT
SCALE: 1/4" = 1'-0"



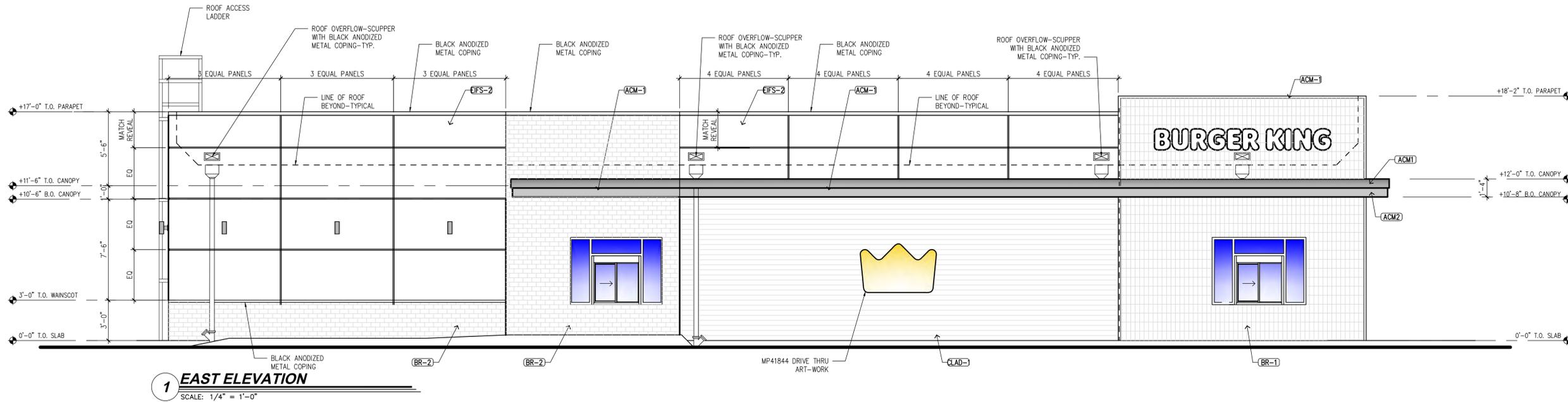
2 DUMPSTER ENCLOSURE - REAR
SCALE: 1/4" = 1'-0"



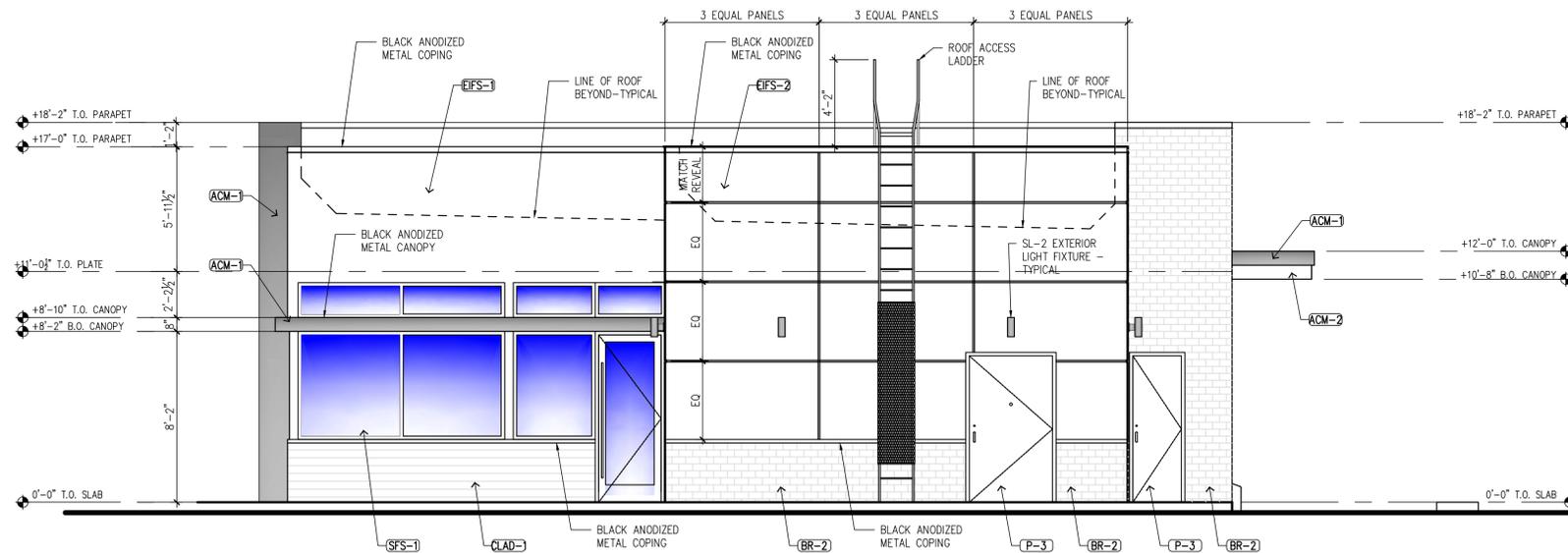
3 DUMPSTER ENCLOSURE - RIGHT
SCALE: 1/4" = 1'-0"



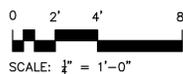
4 DUMPSTER ENCLOSURE - LEFT
SCALE: 1/4" = 1'-0"



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



EAST ELEVATION		
BRICK	624 SQ. FT.	38 %
METAL	87 SQ. FT.	5 %
NICHIHA (FIBER CEMENT)	350 SQ. FT.	21 %
EIFS	512 SQ. FT.	31 %
TOTAL	1643 SQ. FT.	

SOUTH ELEVATION		
BRICK	123 SQ. FT.	17 %
METAL	38 SQ. FT.	5 %
NICHIHA (FIBER CEMENT)	44 SQ. FT.	6 %
EIFS	412 SQ. FT.	56 %
TOTAL	746 SQ. FT.	

Building Elevations
for
Burger King/Office Building
Lot 2, RUTH WALL ADDITION
City of Grapevine, Tarrant County, Texas
1.0 acres or 43,653 sq. ft.
Zone: "HC" HIGHWAY COMMERCIAL
Date of Preparation: April 7, 2025

CASE NAME: BK-SIZE/OFFICE
CASE NUMBER: CU-24-55
LOCATION: 834 EAST NW HWY

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

SHEET: 4 OF 15

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

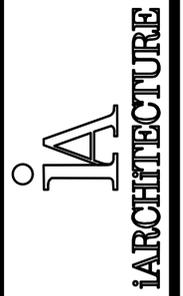
PLANNING SERVICES DEPARTMENT

All lighting fixtures shall be recessed to prevent glare.

The purpose of CU24-55 is to a 2,978 square foot restaurant (B-K Sizzle) with drive through, a monument sign in excess of 30% of the gross surface area of the sign, and a 4,140 square foot professional office building.

NO.	DATE	REVISION
1	2/17/25	REVISIONS PER CITY PERMITTING COMMENTS

DRAWN BY: CR
DATE: 2/17/25
REVISIONS PER CITY PERMITTING COMMENTS



BURGER KING CORPORATION
NEW RESTAURANT FOR:
DOSSANI PARADISE INVESTMENTS



PROJECT #2422

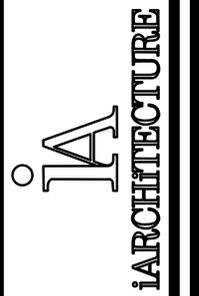
SIZZLE 40: JULY 2024 DESIGN RELEASE

BURGER KING RESTAURANT
834 EAST NORTHWEST HIGHWAY
GRAPEVINE, TEXAS, 76051

EXTERIOR BUILDING ELEVATIONS

A-2.2

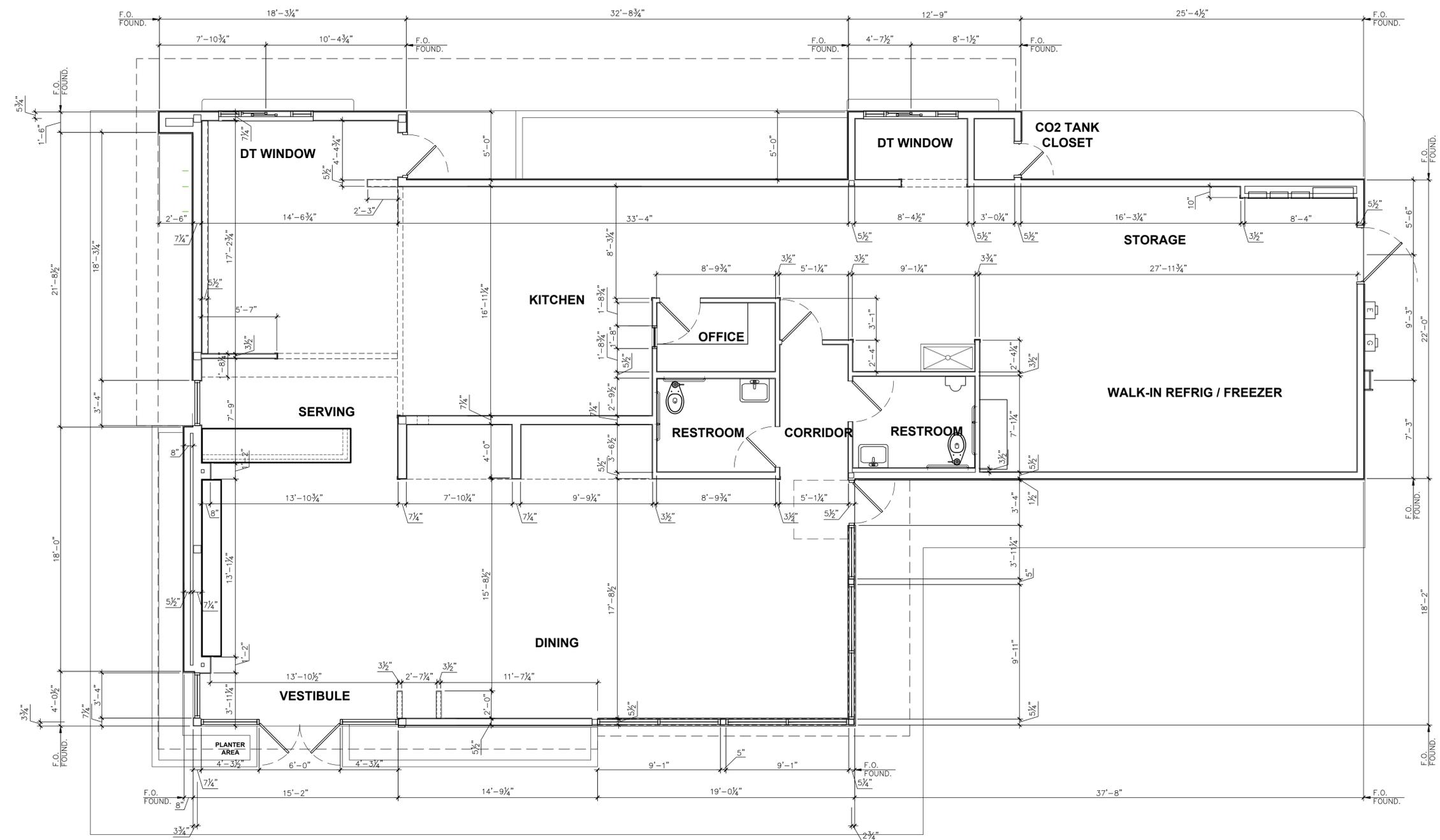
NO.	DATE	REVISION	DATE
1	2/11/25	REVISED PER CITY PERMITTING COMMENTS	04/07/2025



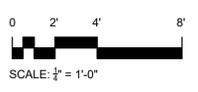
BURGER KING CORPORATION
NEW RESTAURANT FOR:
DOSSANI PARADISE INVESTMENTS



PROJECT # 2422
SIZZLE 40: JULY 2024 DESIGN RELEASE
BURGER KING RESTAURANT
834 EAST NORTHWEST HIGHWAY
GRAPEVINE, TEXAS, 76051
FLOOR PLAN
A-1.0



1 FLOOR PLAN-SIZZLE 40
SCALE: 1/4" = 1'-0"



OCCUPANCY TYPE: BURGER KING RESTAURANT
NFPA 2021 - ASSEMBLY (RESTAURANT < 100 OCCUPANTS)
IBC 2021 - ASSEMBLY (A-2)

OCCUPANCY LOAD ANALYSIS
GROSS BUILDING SQUARE FOOTAGE: 2,978 S.F.

TOTAL OCCUPANT LOAD:
DINING ROOM
STANDING AREA 103 SQ FT (5 S.F. PER PERSON) = 20
FIXED SEATING = 40
KITCHEN - 1330 S.F. (200 S.F. PER PERSON) = 6
TOTAL = 66

Floor Plan
for
Burger King/Office Building
Lot 2, RUTH WALL ADDITION
City of Grapevine, Tarrant County, Texas
1.0 acres or 43,653 sq. ft.
Zone: "HC" HIGHWAY COMMERCIAL
Date of Preparation: April 7, 2025

CASE NAME: BK-SIZZLE/OFFICE
CASE NUMBER: CU-24-55
LOCATION: 834 EAST NW HWY

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

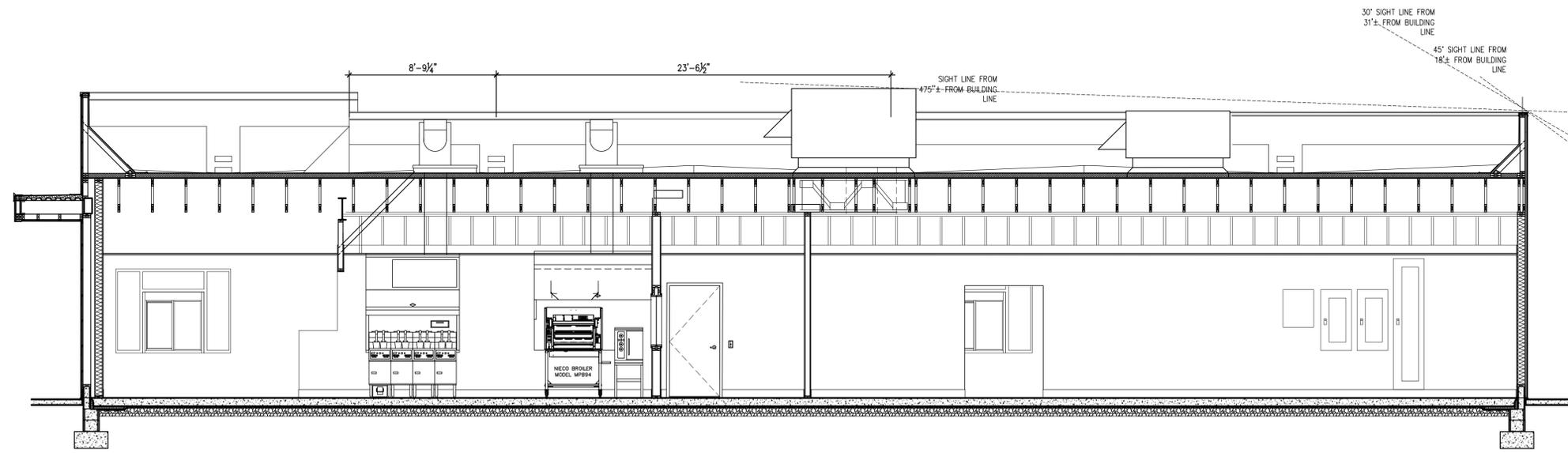
DATE: _____

SHEET: 5 OF 15

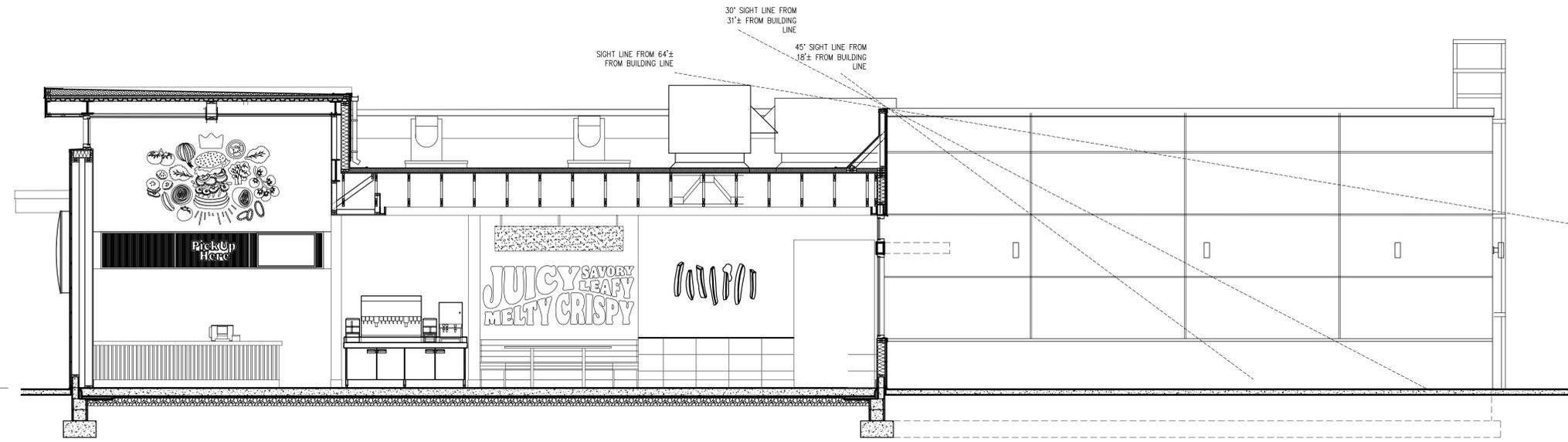
APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.

PLANNING SERVICES DEPARTMENT

All lighting fixtures shall be recessed to prevent glare.
The purpose of CU24-55 is to a 2,978 square foot restaurant (B-K Sizzle) with drive through, and a 4,140 square foot professional office building.



A LONGITUDINAL CROSS SECTION
SCALE: 1/4" = 1'-0"



B LONGITUDINAL CROSS SECTION
SCALE: 1/4" = 1'-0"

RTU Screening
for
Burger King/Office Building
Lot 2, RUTH WALL ADDITION
City of Grapevine, Tarrant County,
Texas 1.0 acres or 43,653 sq. ft.
Zone: "HC" HIGHWAY COMMERCIAL
Date of Preparation: April 7, 2025

CASE NAME: BK-SIZE/OFFICE
CASE NUMBER: CU-24-55
LOCATION: 834 EAST NW HWY

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

SHEET: 6 OF 15

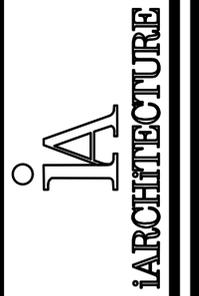
APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.

PLANNING SERVICES DEPARTMENT

All lighting fixtures shall be recessed to prevent glare.

The purpose of CU24-55 is to a 2,978 square foot restaurant (B-K Sizzle) with drive through, a monument sign in excess of 30% of the gross surface area of the sign, and a 4,140 square foot professional office building.

DATE:	04/07/2025
REVISION:	
REVISIONS PER CITY PERMITTING COMMENTS:	
DRAWN BY:	CR
DATE:	2/11/25
NO:	1

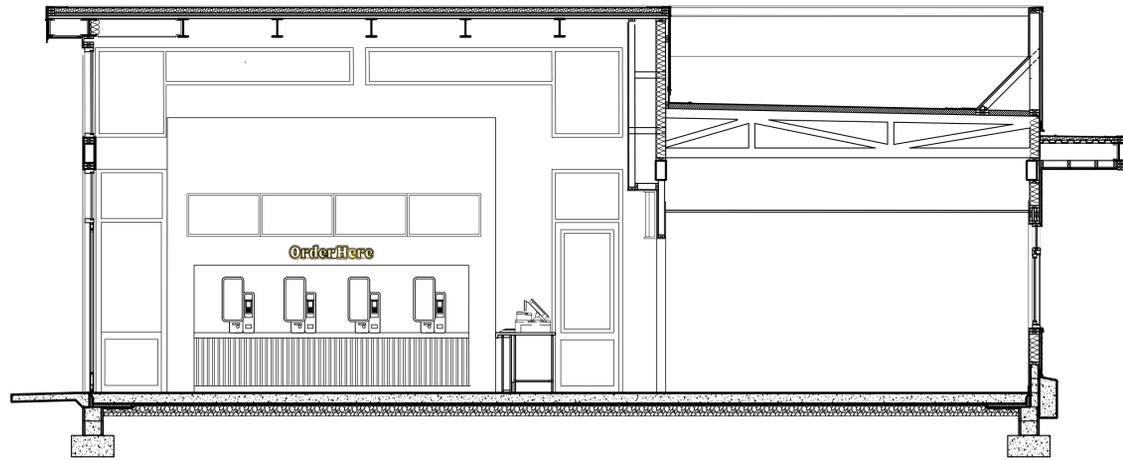


BURGER KING CORPORATION
NEW RESTAURANT FOR:
DOSSANI PARADISE INVESTMENTS

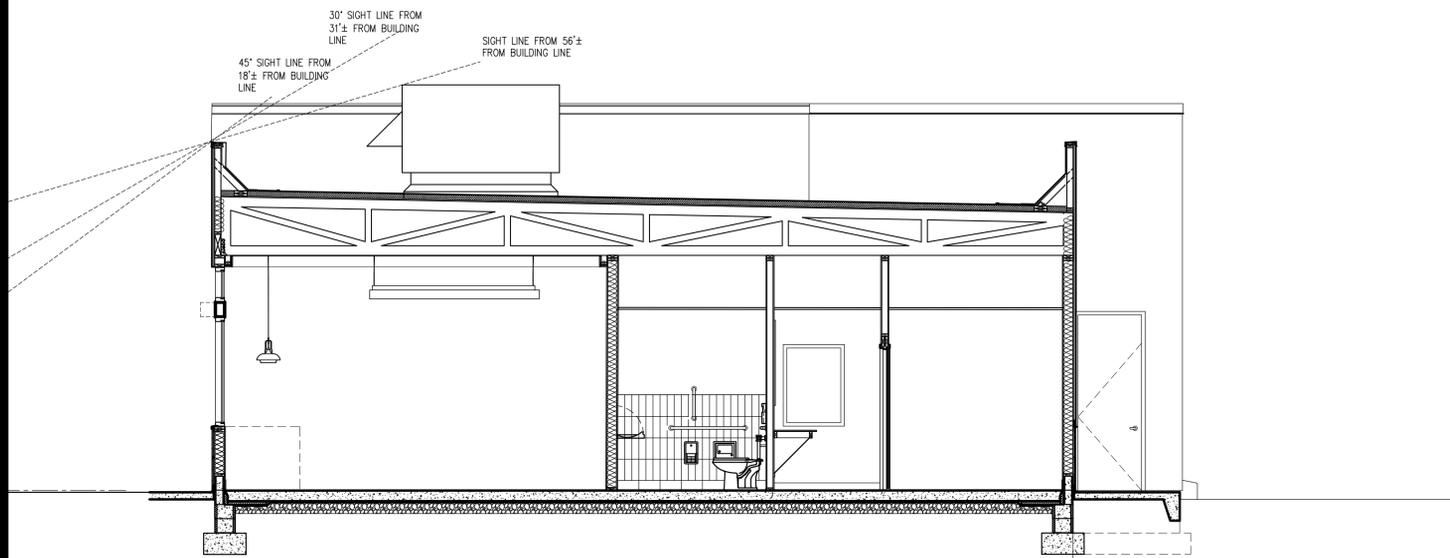


PROJECT #2422
SIZZLE 40: JULY 2024 DESIGN RELEASE
BURGER KING RESTAURANT
834 EAST NORTHWEST HIGHWAY
GRAPEVINE, TEXAS, 76051

ROOFTOP SCREENING DEPICTION



C CROSS SECTION
SCALE: 1/4" = 1'-0"

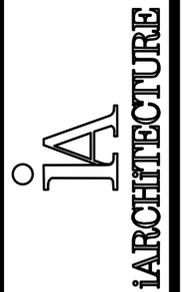


D CROSS SECTION
SCALE: 1/4" = 1'-0"

<p align="center">RTU Screening for Burger King/Office Building Lot 2, RUTH WALL ADDITION City of Grapevine, Tarrant County, Texas 1.0 acres or 43,653 sq. ft. Zone: "HC" HIGHWAY COMMERCIAL Date of Preparation: April 7, 2025</p>	<p>CASE NAME: BK-SIZE/OFFICE CASE NUMBER: CU-24-55 LOCATION: 834 EAST NW HWY</p>
	<p>MAYOR _____ SECRETARY _____</p>
	<p>DATE: _____</p>
	<p align="center">PLANNING AND ZONING COMMISSION</p> <p>CHAIRMAN _____</p> <p>DATE: _____</p>
	<p>SHEET: 7 OF 15</p> <p>APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.</p> <p align="center">PLANNING SERVICES DEPARTMENT</p>

All lighting fixtures shall be recessed to prevent glare.

The purpose of CU24-55 is to a 2,978 square foot restaurant (B-K Sizzle) with drive through, a monument sign in excess of 30% of the gross surface area of the sign, and a 4,140 square foot professional office building.



BURGER KING CORPORATION
NEW RESTAURANT FOR:
DOSSANI PARADISE INVESTMENTS

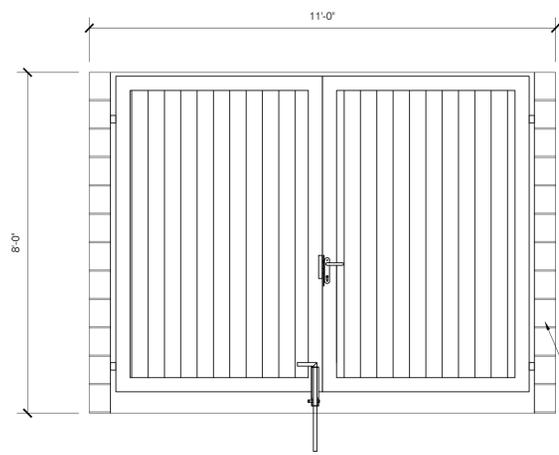


PROJECT #2422
SIZLE 40: JULY 2024 DESIGN RELEASE
BURGER KING RESTAURANT
834 EAST NORTHWEST HIGHWAY
GRAPEVINE, TEXAS, 76051

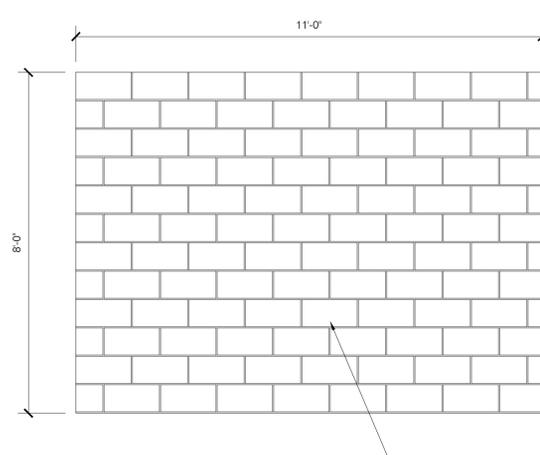
ROOFTOP SCREENING DEPICTION

NO.	DATE	REVISION	DATE
1	2/11/25	REVISIONS PER CITY PERMITTING COMMENTS	04/07/2025

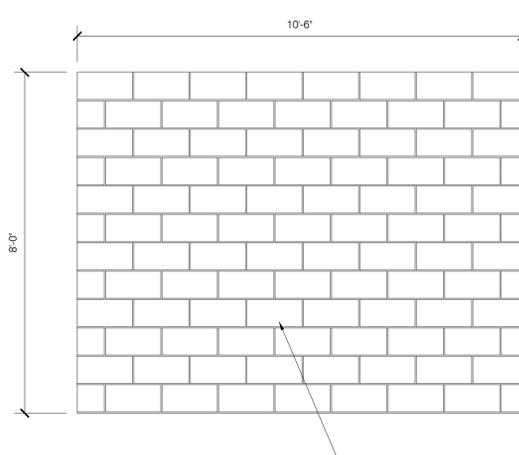
PROJECT #2422



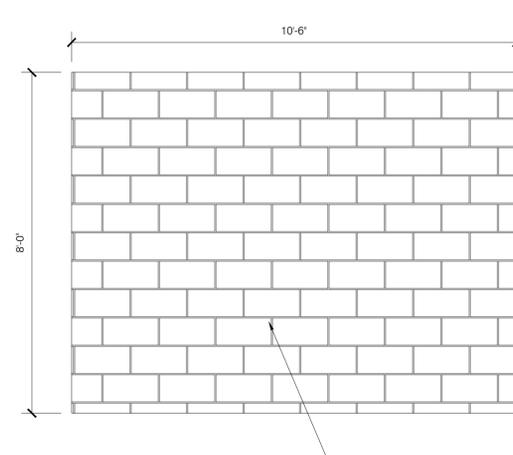
A1 DUMPSTER ENCLOSURE ELEVATIONS - FRONT
SCALE: 1/2" = 1'-0"



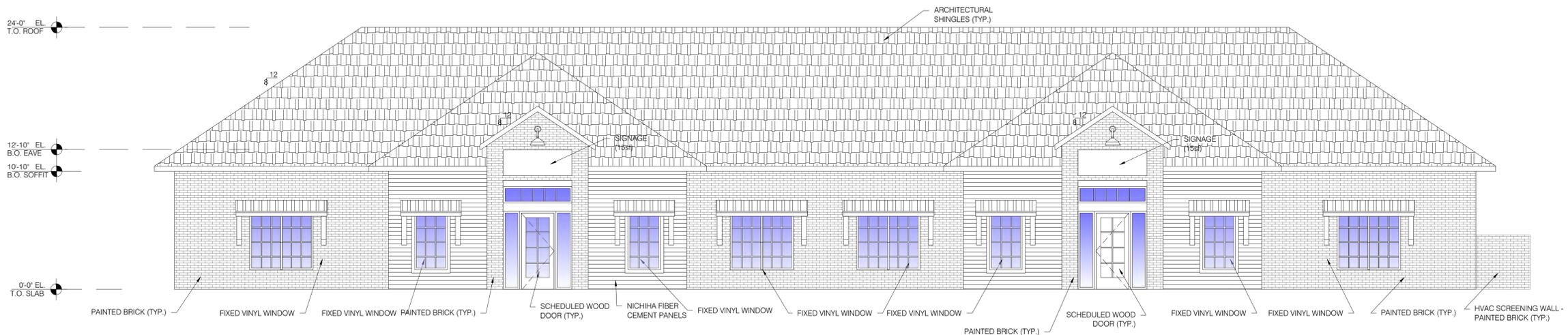
A1 DUMPSTER ENCLOSURE ELEVATIONS - REAR
SCALE: 1/2" = 1'-0"



A1 DUMPSTER ENCLOSURE ELEVATIONS - RIGHT
SCALE: 1/2" = 1'-0"



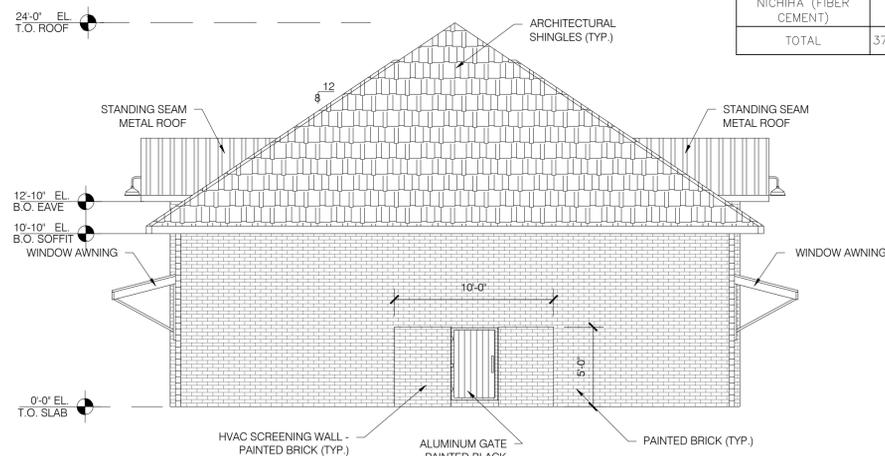
A1 DUMPSTER ENCLOSURE ELEVATIONS - LEFT
SCALE: 1/2" = 1'-0"



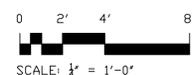
C1 NORTH ELEVATION
SCALE: 3/16" = 1'-0"

WEST ELEVATION		
BRICK	374 SQ. FT.	100 %
NICHIIHA (FIBER CEMENT)		
TOTAL	374 SQ. FT.	

NORTH ELEVATION		
BRICK	814 SQ. FT.	54 %
NICHIIHA (FIBER CEMENT)	392 SQ. FT.	20 %
TOTAL	1502 SQ. FT.	



A1 WEST ELEVATION
SCALE: 3/16" = 1'-0"



Building Elevations
for
Burger King/Office Building
Lot 2, RUTH WALL ADDITION
City of Grapevine, Tarrant County, Texas
1.0 acres or 43,653 sq. ft.
Zone: "HC" HIGHWAY COMMERCIAL
Date of Preparation: April 7, 2025

CASE NAME: BK-SIZE/OFFICE
CASE NUMBER: CU-24-55
LOCATION: 834 EAST NW HWY

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

SHEET: 8 OF 15

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

PLANNING SERVICES DEPARTMENT



OFFICE BUILDING SHELL FOR
GLOBAL SKY PROPERTIES, LLC
834 EAST NORTHWEST HWY
GRAPEVINE, TEXAS



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EXTERIOR ELEVATIONS

REVISIONS	
NO.	DATE

PROJECT NO:
IA 2421

SHEET
A4.01

DATE 04/07/2025

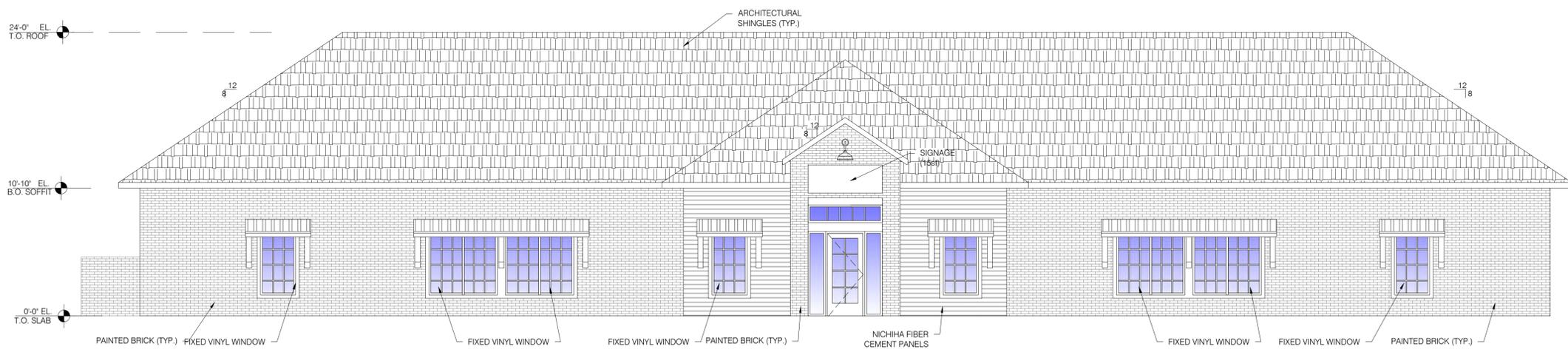
All lighting fixtures shall be recessed to prevent glare.
The purpose of CU24-55 is to a 2,978 square foot restaurant (B-K Sizzle) with drive through, a monument sign in excess of 30% of the gross surface area of the sign, and a 4,140 square foot professional office building.

**OFFICE BUILDING SHELL
FOR
GLOBAL SKY PROPERTIES, LLC**
834 EAST NORTHWEST HWY
GRAPEVINE, TEXAS

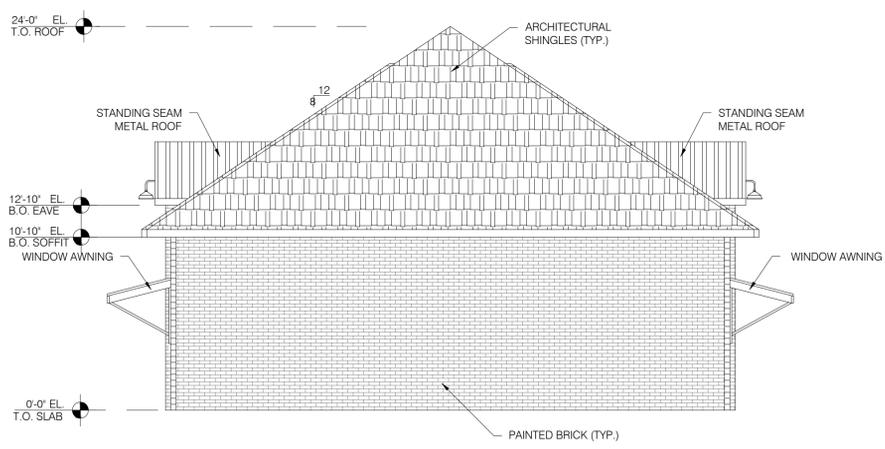


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**EXTERIOR
ELEVATIONS**



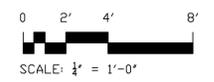
C1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



A1 EAST ELEVATION
SCALE: 1/4" = 1'-0"

EAST ELEVATION		
GLASS		
BRICK	374 SQ. FT.	100 %
NICHIHA (FIBER CEMENT)		
TOTAL	374 SQ. FT.	

SOUTH ELEVATION		
GLASS	238 SQ. FT.	16 %
BRICK	1080 SQ. FT.	71 %
NICHIHA (FIBER CEMENT)	196 SQ. FT.	13 %
TOTAL	1514 SQ. FT.	



Building Elevations
for
Burger King/Office Building
Lot 2, RUTH WALL ADDITION
City of Grapevine, Tarrant County, Texas
1.0 acres or 43,653 sq. ft.
Zone: "HC" HIGHWAY COMMERCIAL
Date of Preparation: April 7, 2025

CASE NAME: BK-SIZE/OFFICE
CASE NUMBER: CU-24-55
LOCATION: 834 EAST NW HWY

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

SHEET: 9 OF 15

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

PLANNING SERVICES DEPARTMENT

REVISIONS	
NO.	DATE

PROJECT NO:
IA 2421

SHEET
A4.02

All lighting fixtures shall be recessed to prevent glare.
The purpose of CU24-55 is to a 2,978 square foot restaurant (B-K Sizzle) with drive through, a monument sign in excess of 30% of the gross surface area of the sign, and a 4,140 square foot professional office building.

OFFICE BUILDING SHELL FOR
GLOBAL SKY PROPERTIES, LLC
 834 EAST NORTHWEST HWY
 GRAPEVINE, TEXAS



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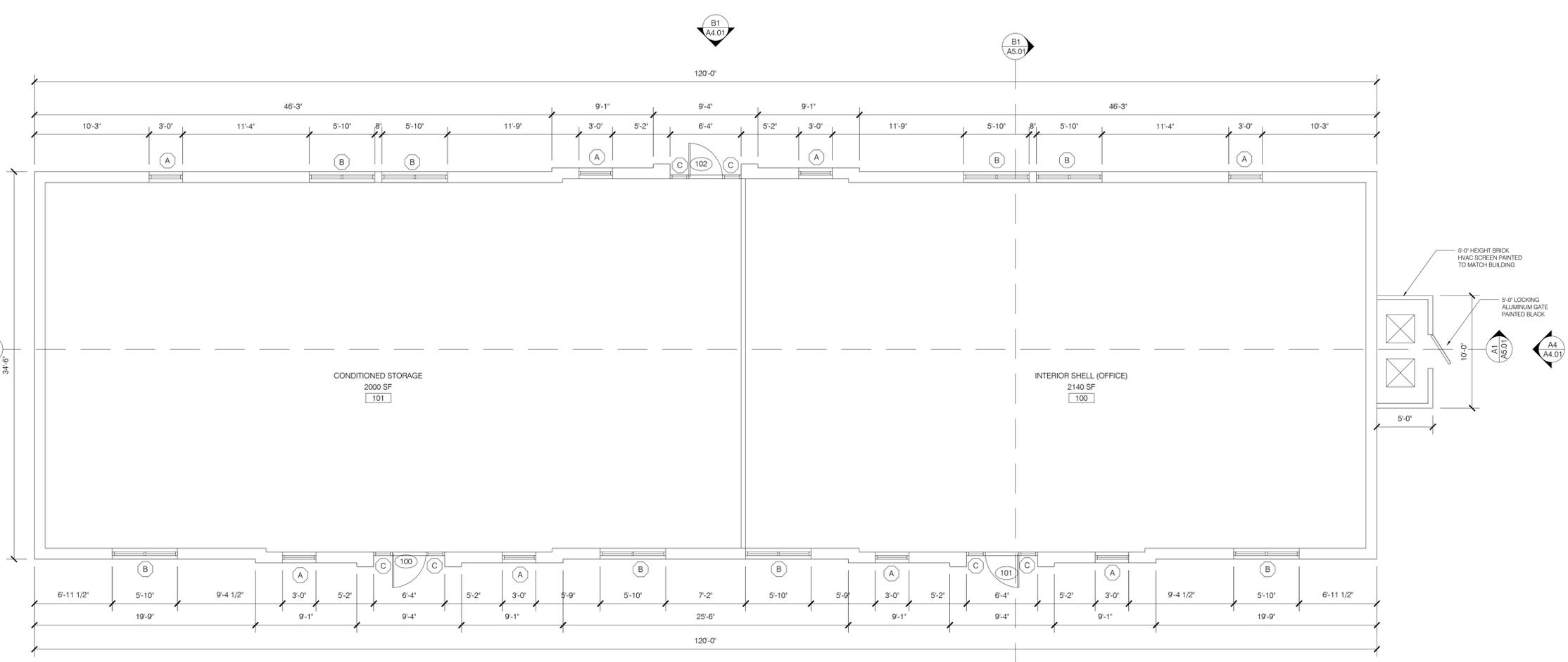
FLOOR PLAN

REVISIONS	
NO.	DATE

PROJECT NO:
IA 2421

SHEET
A2.01

DATE 04/07/2025



Floor Plan
 for
Burger King/Office Building
Lot 2, RUTH WALL ADDITION
 City of Grapevine, Tarrant County, Texas
 1.0 acres or 43,653 sq. ft.
 Zone: "HC" HIGHWAY COMMERCIAL
 Date of Preparation: April 7, 2025

CASE NAME: BK-SIZE/OFFICE
 CASE NUMBER: CU-24-55
 LOCATION: 834 EAST NW HWY

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

SHEET: 10 OF 15

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

PLANNING SERVICES DEPARTMENT

All lighting fixtures shall be recessed to prevent glare.
 The purpose of CU24-55 is to a 2,978 square foot restaurant (B-K Sizzle) with drive through, a monument sign in excess of 30% of the gross surface area of the sign, and a 4,140 square foot professional office building.

A1 FLOOR PLAN
 SCALE: 3/16" = 1'-0"

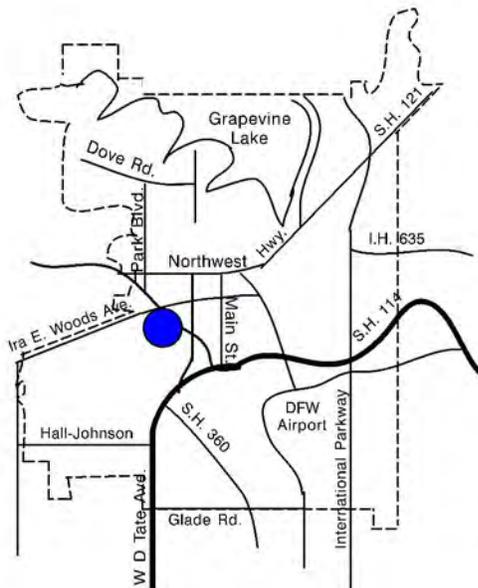


TO: HONORABLE MAYOR, CITY COUNCIL MEMBERS AND THE
PLANNING AND ZONING COMMISSION

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
ERICA MAROHNIC, DIRECTOR, PLANNING SERVICES

MEETING DATE: APRIL 15, 2025

SUBJECT: PLANNING SERVICES TECHNICAL REPORT OF CONDITIONAL
USE APPLICATION CU25-08; UNITED DEFENSE TACTICAL



APPLICANT: Jonathan Caldwell – UDT Dallas Livtac,
LLC

PROPERTY LOCATION AND SIZE:

The subject property is located at 1505 West State Highway 114 and is platted as Block 1, Lot 3R, Regency Center Addition (Grapevine). The planned commercial center contains 5 lots for a total of 12.543 acres. Lot 3R has 0.694 acre and has approximately 42 feet of frontage along West State Highway 114.

REQUESTED CONDITIONAL USE AND COMMENTS:

The applicant is requesting a conditional use permit to amend the previously approved site plan CU01-17 (Ord. 2001-032) to allow the reconfiguration of the building located on Lot 6, remove the building located on Lot 5 and allow the development of Lots 5 and 6; and move the building located on Lot 2, ten feet to the northwest. This request is specifically to allow a personal safety and defense class facility in an existing 5,200 square foot building.

The applicant plans to use an existing building for membership-only personal safety and defense classes. The facility will feature three simulator rooms where members will have the opportunity to learn self-defense techniques using video simulations and props. Additionally, the facility will include a gym area for group fitness classes. No exterior changes to the building and site layout are being proposed with this request.

PRESENT ZONING AND USE:

The property is zoned “CC”, Community Commercial District and is part of a planned commercial center and is developed as a multitenant center including Academy Sports and

Best Buy.

HISTORY OF TRACT AND SURROUNDING AREA:

The subject site was zoned "I-1", Light Industrial District prior to the 1984 City-wide Rezoning.

- On December 7, 1999, City Council approved conditional use permit CU99-67 (Ord. 1999-177) to allow for the development of a planned commercial center including a Best Buy
- On January 16, 2001, City Council approved conditional use permit CU00-65 (Ord. 2001-03) to allow for development of Lots 2, 3, and 7 within a planned commercial center and to modify the landscape plan to incorporate off-site improvements.
- On April 17, 2001, City Council approved conditional use permit CU01-17 (Ord. 2021-032) to allow the reconfiguration of the building located on Lot 6, delete the building located on Lot 5 and allow the development of Lots 5 and 6; and move the building located on Lot 2 ten-feet to the northwest.
- On October 16, 2001, City Council approved conditional use permit CU01-56 (Ord. 2001-082) to allow the storage, possession, retail sale and on-premise consumption of alcoholic beverages (beer, wine, and mixed drinks) in conjunction with a restaurant.
- On July 16, 2002, City Council approved conditional use permit CU02-27 (Ord. 2002-55) to expand the restaurant, located at 1501 West State Highway 114, Suite 100.
- On October 21, 2014, City Council approved conditional use permit CU14-40 (Ord. 2014-066) to allow for an increase in the building height in conjunction with an existing multi-tenant retail building.
- On March 2, 2023, the Site Plan Review Committee approved conditional use permit CU23-03 to revise building elevations to include an external customer pick up vestibule with an awning, new fire pump room, and generator for Best Buy.

SURROUNDING ZONING AND EXISTING LAND USE:

NORTH: "CC", Community Commercial District – Sam's Club

SOUTH: "CC", Community Commercial District – Nissan Dealership,
Undeveloped DFW Airport Property

EAST: West State Highway 114,
"CC", Highway Commercial District – Grapevine Towne Center,

planned commercial center

WEST: Undeveloped, DFW Airport Property

AIRPORT IMPACT:

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

MASTER PLAN APPLICATION:

Map 2: Land Use Plan of the Comprehensive Master Plan designates the subject property as a Commercial (CO) land use. The applicant's proposal is compliant with the Master Plan.

THOROUGHFARE PLAN APPLICATION:

The City of Grapevine's Thoroughfare Plan does not designate this portion of West State Highway 114.

/lf

CC ITEM #4, 25
P&Z ITEM #3, 8

7860 2

1R1

IRA E W

WEST STATE HIGHWAY 114

SUBJECT PROPERTY

REGENCY
CENTER
33876

CC

1

4R1

3R

2R

1R2
6.842 @

DURANT
ADDN
10369

1A

1A2

4464 @

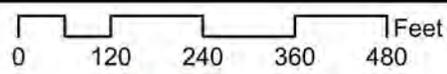
1R1
1.912 @

TR 7C
6.694 AC

TR 7B1
.92 AC

TR 7A1
5.659 AC

TR 7A3
24.784 AC



CU25-08; United Defense Tactical 1505 West State Highway 114

Date Prepared: 4/2/2025

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

**CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS**

Current or if unplatted, proposed subdivision name(s),
block(s), & lot(s)

Regency Center Addition/Grapevine Crossing

Street frontage & distance to nearest cross street

W State Hwy 114/Ira E. Woods Ave S.H. 26

Proposed Zoning

Conditional Use

Gross area of parcel (to nearest tenth of
acre)

12.542

Describe the Proposed Use

Training Facility

Existing Zoning

"CC" Community Commercial

Future Land Use Designation

Commercial

Subject Property Address

1515 W State Hwy 114 Grapevine
TX
76051

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

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

Any changes to a site plan approved with a conditional use permit request can only be approved by City Council through the public hearing process.

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

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

★ Owner Name Mark S. Jenkins Owner Phone Number 317-577-5600

Company KRG Grapevine, LLC

Address 30 S Meridian Street, Suite 1100

City Indianapolis State IN Zip Code 46204

Email [REDACTED]

CU25-08

MAR 03 2025

**CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS**

Project Representation (check one):

I will represent the application myself; OR

I hereby designate JONATHAN E. CALDWELL (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type and representation of my own volition and not at the request of the City of Grapevine.

★ Property Owner's Signature [Signature] Date March 3, 2025

STATE OF: Indiana
COUNTY OF: Marion

BEFORE ME, a Notary Public, on this day personally appeared Mark S. Jenkins (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 3rd day of March, 2025

[Signature]

NOTARY PUBLIC in and for the State of Texas



CU25-08

MAR 03 2025

**CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS**

Project Representative Information (complete if designated by owner)

Engineer Purchaser Tenant Preparer Other (specify) _____

Name JONATHAN CALDWELL Company UDT DALLAS LIVTRAC LLC

Address 1700 Hidden Brook Trail

City Flower Mound State TX Zip Code 75028

Phone 214.801.9710 Email [REDACTED]

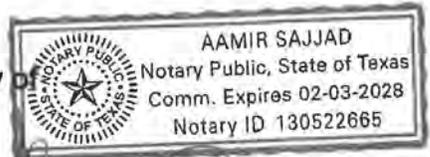
Applicant's Signature [Signature] Date 03/05/2025

STATE OF: Texas

COUNTY OF: Deuton.

BEFORE ME, a Notary Public, on this day personally appeared Jonathan Caldwell
(printed project representative name) the above signed, who, under oath, stated the following: "I
hereby certify that I am the applicant for the purposes of this application; that all information submitted
herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 5th day of March, 2025



[Signature]
NOTARY PUBLIC in and for the State of Texas



If the legal owner of the property is a corporation, company, partnership, or Limited Liability Company, provide a copy of a legal document attached with this application showing that the individual signing this document is a duly authorized partner, officer, or owner of said corporation, partnership, or Limited Liability Company.

For any individual or organization who consents to act as an agent for the entity for purposes of receiving any process, notice or demand:

Entity Name or File Number: KRG Grapevine, LLC

Provide a most recent public information report that includes:

1. All general partners
2. File Number
3. Registered agent name
4. Mailing address

CU25-08

MAR 03 2025

(You may order a copy of a Public Information Report from open.records@cpa.texas.gov or Comptroller of Public Accounts, Open Records Section, PO Box 13528, Austin, Texas 78711 or go to <https://mycpa.cpa.state.tx.us/coa/search.do>)

**CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS**

PLATTING VERIFICATION:

To be filled out by the Public Works & Engineering Department at time of submittal

- It has been determined that the property described below does **require platting or replatting** and the applicant has been instructed on this procedure.

- It has been determined that the property described below is **currently platted** or **does not require platting or replatting** at this time.

Address of subject property 1505 W State Highway 114

Legal description of subject property
LOT 3R, BLOCK 1, REGENCY CENTER

Justin Purnea 3.5.2025
Public Works Department Date

MAR 19 2025

CU25-08

Project Narrative

United Defense Tactical of Grapevine is a Veteran and Law Enforcement owned business. Our location will be in the Grapevine Crossing shopping center, where we will be taking over and refurbishing a vacant structure next to Best Buy, at 1505 w state Highway 114 in Grapevine.

UDT believes safety is a fundamental human need. We all desire and deserve to feel secure in our work, play, exploration, and relaxation. This sense of security extends to our communities, homes, and families.

We have developed a unique simulator-based instruction system that provides a 100% safe and controlled training environment, free of live firearms. This approach eliminates the fear associated with traditional training, allowing our clients – regardless of skill level – to focus on essential aspects such as situational awareness, de-escalation techniques, personal self-defense, and understanding the laws surrounding violent encounters.

United Defense Tactical was founded on this commitment to safety and empowerment. We're driven by the confidence that our training can equip individuals to protect what matters most to them. Our purpose is to instill this confidence in our students and help our communities safely prepare for any situation.

Sincerely,
The United Defense Tactical Team

MAR 0 3 2025

C425-08

Here is the information you requested about the new facilities:

****Gym Area:**** This area will be used for small group fitness and martial arts-style work, accommodating classes of 5-7 people. It's for small group personal training only. The equipment will be limited to mats for the floor and boxing punching bags.

****UDT Membership and Class Sign-Up:**** UDT operates on a membership-only basis. Interested individuals should contact our office to set up a personal demo of our training and then sign up in person. Class sizes are typically 5-7 people, with no more than 2 classes running simultaneously.

****Shop:**** The "Shop" is essentially our workshop, housing our workbench, tools, paper product storage, and simulator components, this is also where our simulated weapons will be...ie Rubber knives, foam clubs, Plastic guns, as well as our laser light emitting pistols that work with the simulator screens. UDT Strictly Prohibits ALL real firearms or ammunition to be on any of our properties.

****On-Staff Employees:**** We will have 3 salespeople, 2 instructors, and 1 full-time, and 1 part-time front desk customer service person.

****Existing Locations:**** We are a franchisee and have purchased the rights to the entire metroplex. Our Grapevine location is the first of seven we plan to open. There are existing locations, including the corporate office in Costa Mesa, California, and 2-3 other franchise locations in other states.

****Type of Simulations:**** We have over 50k pre-recorded video simulations. Everything from Carjacking, Being mugged on a jog, Home Invasion, Fights, Kidnapping, etc etc. The student is in front of a large screen and is coached through how to de-escalate these situations and also how to handle them if that does not work. The simulations focus on situational awareness, De-escalation, use of force laws, etc etc. I hate to use this explanation but it is much like a video game but in a very real life situation with very well trained instructors and high tech equipment. In the Range Room students will stand in front of various targets where they will shoot rubber projectiles at the targets to learn Stance, Grip, Safety rules etc etc . The projectiles only come out of the simulated weapon with enough force to go through a paper target. So the safety of this type training is second to none.

****Hours of Operation:**** Our hours of operation are from 9 am to 7 pm.

Best regards,

Jonathan

Metes & Bounds

WHEREAS. The Don Davis Property Co. Lid. is the owner of a 12.542 acres tract of land in the A. Foster Survey. Abstract Number 518, situated in the City of Grapevine Tarrant County Texas and being a portion of those tracts described in Volume 12995 Page 223 and volume 12590, Page 517, of the Deed Records of Tarrant County Texas and being more particularly described as one tract as follows:

BEGINNING at a" iron pin found in the southerly line of Ira E. Woods Boulevard (State Highway 26) for the most westerly corner of said tract recorded in volume 12995 Page 223, said pin lying in a curve. concave to the south, having a radius of 1828.86 feet, and a long curve which bears 29163 feet. North 75 degrees 15 minutes 54 seconds East:

THENCE Northeasterly along the south line of Ira E. Woods Boulevard and along said curve passing through a central angle of 09 degrees 08 minutes 45 seconds a distance of 29194 feet to an iron pin found:

THENCE North 82 degrees 32 minutes 30 seconds East a distance of 269.38 feet to a 5/8 iron pin found:

THENCE South 77 degrees 02 minutes 04 seconds East a distance of 77.66 feet to a iron pin found at the beginning of a curve, concave to the southwest having a radius of 267.71 feet along curve which bears 262.03 feet south 47 degrees 1 minute 40 seconds east:

THENCE Southeasterly along said curve passing through a central angle of 58 degrees 36 minutes 04 seconds a distance of 273.81 feet to a 5/8' iron pin found at the end of said curve and at the beginning of another curve, concave to the east having a radius of 649.96 feet and along a curve which bears 303.97 feet south 31 degrees 57 minutes 10 seconds east.

THENCE Southerly along the easterly line of state highway 114 and along said curve passing through a central angle of 27 degrees 02 minutes 45 seconds, a distance of 306.81 feet to a Texas highway dept concrete monument found at the end of said curve

THENCE South 44 degrees 59 minutes 13 seconds east a distance of 260.01 feet continuing down the easterly line of state highway 114 to a 5/8" iron pin found with a cap marked "SEMPCO INC"

THENCE South 44 degrees 59 minutes 47 seconds west a distance of 515.18 feet to a 5/8" iron pin found with a cap marked "SEMPCO INC"

THENCE North 41 degrees 44 minutes 50 seconds West a distance of 1196.92 feet to the point of beginning said described tract containing 12.542 acres of land

MAR 03 2025

CU25-08

**WRITTEN CONSENT
OF THE SOLE MEMBER OF
THE LIMITED LIABILITY COMPANIES
IDENTIFIED ON EXHIBIT A
TO ACTION WITHOUT A MEETING**

The undersigned, being the sole member of the limited liability companies listed in **Exhibit A** (the "Entities"), hereby consents that the following actions may be, and the same hereby are, taken without the necessity of a meeting:

RESOLVED, that the following persons ("Officers") are hereby elected to the offices shown opposite their respective names, of each entity to hold such offices until their successors are duly elected and qualified:

- | | |
|---------------------|---|
| John A. Kite: | Chairman and Chief Executive Officer |
| Thomas K. McGowan: | President and Chief Operating Officer |
| Heath R. Fear: | Executive Vice President and Chief Financial Officer |
| Mellissa Boggs: | Executive Vice President of Employee Experience |
| Jason Colton: | Senior Vice President, Capital Markets and Investor Relations |
| Robert G. Solloway: | Senior Vice President, Head of Transaction Legal |
| David Buell: | Senior Vice President, Chief Accounting Officer |
| Mark S. Jenkins: | Senior Vice President, Development |
| Gregg S. Poetz: | Senior Vice President, Leasing |
| Neil D. Burka: | Senior Vice President, Property Management |
| Ann M. Hult | Vice President and Corporate Secretary |

RESOLVED, that any individual previously appointed or elected to any office for any Entity, to the extent such appointment is not set forth above, is hereby removed

RESOLVED FURTHER, that any and all acts taken, and any and all agreements or other instruments executed, on behalf of the Entities by any officer of the Entities prior to the execution hereof be, and they hereby are, ratified, confirmed, adopted and approved; and

MAR 03 2025

CU25-08

RESOLVED FURTHER, that this Consent be in lieu of a meeting of the Entities and shall be filed in the record book of the Entities.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of May 9, 2022.

KITE REALTY GROUP, L.P.

By: Kite Realty Group Trust, its general partner

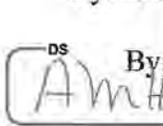
DocuSigned By:
Robert G. Solloway
ds
By:  _____
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Robert G. Solloway
Senior Vice President, Legal

EXHIBIT A – LIST OF ENTITIES

116 & Olio, LLC
Brentwood Land Partners, LLC
Glendale Centre, L.L.C.
Kite Acworth Management
Kite Kokomo Management, LLC
Kite Eagle Creek, LLC
Kite Greyhound III, LLC
Kite Greyhound, LLC
Kite King's Lake, LLC
Kite Realty Holding, LLC
Kite San Antonio, LLC
Kite Washington Parking, LLC
Kite Washington, LLC
Kite West 86th Street II, LLC
Kite West 86th Street, LLC
KRG 116 Legacy, LLC
KRG Acworth Stilesboro, LLC
KRG Ashburn Loudoun, LLC
KRG Ashburn Loudoun Uptown, LLC
KRG Ashwaubenon Bay Park, LLC
KRG Avondale McDowell, LLC
KRG Bay Shore Gardiner, LLC
KRG Bayonne Urban Renewal, LLC
KRG Belle Isle, LLC
KRG Bennet Knoll, LLC
KRG Bradenton Centre Point, LLC
KRG Bridgewater, LLC
KRG Canton Paradise, LLC
KRG Capital, LLC
KRG Capital Centre II, LLC
KRG Castleton Crossing, LLC
KRG Cedar Park Town Center, LLC
KRG Centre, LLC
KRG Centre at Laurel, LLC
KRG Chapel Hill Shopping Center, LLC
KRG Charlotte Northcrest, LLC
KRG Charlotte Perimeter Woods, LLC
KRG Chicago Ashland, LLC
KRG Chicago Ashland I, LLC

KRG Chicago Ashland Land, LLC
KRG Chicago Brickyard, LLC
KRG CHP Management, LLC
KRG College I, LLC
KRG College, LLC
KRG Colleyville Downs, LLC
KRG Construction, LLC
KRG Cool Creek Management, LLC
KRG Cool Creek Outlots, LLC
KRG Coram Plaza, LLC
KRG Corner Associates, LLC
KRG Covington Newton Crossroads, LLC
KRG Courthouse Shadows I, LLC
KRG Courthouse Shadows II, LLC
KRG Cumming Green's Corner, LLC
KRG Dallas Lincoln Park, LLC
KRG Dallas Paradise, LLC
KRG Darien SPE, LLC
KRG Daytona Management II, LLC
KRG Daytona Outlot Management, LLC
KRG Dayville Killingly Member II, LLC
KRG Delray Beach, LLC
KRG Development, LLC
KRG Draper Crossing, LLC
KRG Draper Peaks, LLC
KRG Draper Peaks Outlot, LLC
KRG Duluth John's Creek, LLC
KRG Eagle Creek III, LLC
KRG Eagle Creek IV, LLC
KRG Eastgate Chapel Hill, LLC
KRG Eastgate Pavilion, LLC
KRG Eastwood, LLC
KRG Eddy Street FS Hotel, LLC
KRG Eddy Street Land Management, LLC
KRG Eddy Street Land, LLC
KRG Eddy Street Land II, LLC
KRG Eddy Street Land III, LLC
KRG Estero, LLC
KRG Eules, LLC
KRG Evans Mullins, LLC
KRG Evans Mullins Outlots, LLC
KRG Falls Church Merrifield, LLC
KRG Falls Church Merrifield II, LLC
KRG Fishers Station, LLC
KRG Fordham Place Office, LLC

KRG Fordham Place Retail, LLC
KRG Fort Myers Colonial Square, LLC
KRG Fort Wayne Lima, LLC
KRG Fort Wayne Lima Outlot, LLC
KRG Fullerton Metrocenter, LLC
KRG Fullerton Metrocenter Land, LLC
KRG Gaithersburg Downtown Crown, LLC
KRG Galveston Galvez, LLC
KRG Glendale Centre Apartments Member, LLC
KRG Glendale Outlot D, LLC
KRG Glendale Peoria I, LLC
KRG Glendale Peoria II, LLC
KRG Greencastle, LLC
KRG Gurnee, LLC
KRG Hagerstown, LLC
KRG Hamilton Crossing Management, LLC
KRG Hamilton Crossing, LLC
KRG Hecht, LLC
KRG Houston Royal Oaks Village III, LLC
KRG Hunter's Creek, LLC
KRG Indian River, LLC
KRG Indian River Outlot, LLC
KRG Issaquah Heritage, LLC
KRG ISS LH Outlot, LLC
KRG ISS, LLC
KRG Irving MacArthur II, LLC
KRG Jacksonville Julington Creek, LLC
KRG Jacksonville Julington Creek II, LLC
KRG Kingwood Commons, LLC
KRG Kissimmee Pleasant Hill, LLC
KRG Lake City Commons, LLC
KRG Lake City Commons II, LLC
KRG Lake Mary, LLC
KRG Lakewood, LLC
KRG Lakewood II, LLC
KRG Lansing Eastwood, LLC
KRG Lawrenceville Simonton, LLC
KRG Leesburg Fort Evans, LLC
KRG Lithia, LLC
KRG Management, LLC
KRG Mansfield, LLC
KRG Market Street Village I, LLC
KRG Market Street Village II, LLC
KRG Marysville, LLC
KRG McDonough Henry Town, LLC

KRG McKinney Stonebridge, LLC
KRG Merrimack Village, LLC
KRG Miami 19th Street II, LLC
KRG Middletown Fairgrounds Plaza, LLC
KRG Miramar Square, LLC
KRG Naperville Main, LLC
KRG Naperville Main North, LLC
KRG Naperville Management, LLC
KRG Naperville, LLC
KRG Newcastle Coal Creek, LLC
KRG New Hill Place, LLC
KRG New Hyde Park Marcus, LLC
KRG Newnan Crossing II, LLC
KRG Nora Plaza, LLC
KRG Norman University, LLC
KRG Norman University II, LLC
KRG Norman University III, LLC
KRG North Carolina Sales, LLC
KRG North Richland Hills Davis, LLC
KRG Northdale, LLC
KRG Oak Brook Promenade I, LLC
KRG Oklahoma City Silver Springs, LLC
KRG Oldsmar, LLC
KRG Oleander, LLC
KRG Ontario 4th Street, LLC
KRG Orange City Saxon, LLC
KRG Oswego Douglass, LLC
KRG Palm Coast Landing, LLC
KRG Pan Am Plaza, LLC
KRG Pan Am Plaza Garage, LLC
KRG Park Place, LLC
KRG Parkside I, LLC
KRG Parkside II, LLC
KRG Peakway at 55, LLC
KRG Pebble Marketplace, LLC
KRG Pembroke Pines, LLC
KRG Pine Ridge, LLC
KRG Phoenix, LLC
KRG Phoenix Arcadia Village, LLC
KRG Plano Acquisitions, LLC
KRG Plaza Green, LLC
KRG Port St. Lucie Landing, LLC
KRG Port St. Lucie Square, LLC
KRG Portofino, LLC
KRG Rampart, LLC

KRG Redmond Avondale, LLC
KRG Reisterstown Plaza Associates, LLC
KRG Renton North Benson, LLC
KRG Richardson Eastside, LLC
KRG Riverchase, LLC
KRG Rivers Edge II, LLC
KRG Rivers Edge, LLC
KRG San Antonio Huebner Oaks, LLC
KRG San Antonio La Plaza Del Norte, LLC
KRG Shops at Moore Member, LLC
KRG Shops at Moore II, LLC
KRG South Elgin Commons, LLC
KRG Southlake, LLC
KRG Southlake Land, LLC
KRG Spokane Northpointe, LLC
KRG Tacoma South I, LLC
KRG Temecula Commons, LLC
KRG Temple Terrace Member, LLC
KRG Territory Member, LLC
KRG Toringdon Market, LLC
KRG Town and Country Manchester, LLC
KRG Towson Circle, LLC
KRG Towson Square Parking, LLC
KRG Traders Management, LLC
KRG Tucson Corner, LLC
KRG-USCRF Retail Portfolio Member, LLC
KRG Vero, LLC
KRG Vienna Tysons, LLC
KRG Virginia Beach Landstown Outlot, LLC
KRG Washington Management, LLC
KRG Waterford Lakes, LLC
KRG Waxahachie Crossing LP, LLC
KRG Waxahachie Crossing GP, LLC
KRG Whitehall Pike Management, LLC
KRG White Plains City Center Member II, LLC
KRG White Plains Garage, LLC
KRG Wilmette Plaza Del Lago, LLC
KRG Woodinville Plaza, LLC
KRG Woodruff Greenville, LLC
KRG Worcester Lincoln Plaza, LLC
KRG Yorktown AMC SPE, LLC

3503 RP Ashburn Loudoun Apartments, L.L.C.
3503 RP Carillon 1A Apartment, L.L.C.
3503 RP Cedar Hill Pleasant Run GP, L.L.C.

3503 RP Cedar Hill Pleasant Run LP, L.L.C.
3503 RP Charleston North Rivers, L.L.C.
3503 RP Coppell Town GP, L.L.C.
3503 RP Coppell Town LP, L.L.C.
3503 RP Dallas Lincoln Park GP, L.L.C.
3503 RP Dallas Lincoln Park LP, L.L.C.
3503 RP Denton Crossing GP, L.L.C.
3503 RP Denton Crossing LP, L.L.C.
3503 RP High Ridge, L.L.C.
3503 RP Houston Sawyer Heights GP, L.L.C.
3503 RP Memphis Winchester, L.L.C.
3503 RP Plano Investments, L.L.C.
3503 RP Southlake Corners Kimball GP, L.L.C.
3503 RP Waco Central GP, L.L.C.
3503 RP Waco Central LP, L.L.C.
3503 RP Wesley Chapel Northwoods, L.L.C.
3503 RPK Ashburn Loudoun JV, L.L.C.
3503 RPK Ashburn Loudoun Property, L.L.C.
Bel Air Square LLC
Capital Centre LLC
Denville Union Hill, L.L.C.
Gateway Village LLC
Inland Western Orange 440 Boston, L.L.C.
Inland Western Seattle Northgate North, L.L.C.
IWR Protective Corporation
Noblesville Partners, LLC
One Loudoun Downtown Lender, L.L.C.
Property Tax Advantage Advisors, LLC
RPAI Austin Mopac GP, L.L.C.
RPAI Austin Mopac LP, L.L.C.
RPAI Bangor Broadway, L.L.C.
RPAI Butler Kinnelon, L.L.C.
RPAI Canton Paradise Outlot, L.L.C.
RPAI Chantilly Crossing, L.L.C.
RPAI Clear Lake Clear Shores GP, L.L.C.
RPAI Clear Lake Clear Shores LP, L.L.C.
RPAI College Station Gateway GP, L.L.C.
RPAI College Station Gateway II GP, L.L.C.
RPAI College Station Gateway II LP, L.L.C.
RPAI College Station Gateway III, L.L.C.
RPAI College Station Gateway LP, L.L.C.
RPAI Continental Rave Houston, L.L.C.
RPAI Cypress Mill, L.L.C.
RPAI Eules GP, L.L.C.

RPAI Euless LP, L.L.C.
RPAI Fort Myers Page Field, L.L.C.
RPAI Frisco Parkway GP, L.L.C.
RPAI Frisco Parkway LP, L.L.C.
RPAI Galveston Galvez GP, L.L.C.
RPAI Galveston Galvez LP, L.L.C.
RPAI Georgetown Rivery GP, L.L.C.
RPAI Georgetown Rivery LP, L.L.C.
RPAI Grapevine GP, L.L.C.
RPAI Grapevine LP, L.L.C.
RPAI Houston New Forest, L.L.C.
RPAI Houston Royal Oaks Village II GP, L.L.C.
RPAI Houston Royal Oaks Village II LP, L.L.C.
RPAI Houston Sawyer Heights, L.L.C.
RPAI Humble Humblewood GP, L.L.C.
RPAI Humble Humblewood LP, LLC
RPAI I DST
RPAI II DST
RPAI Irving GP, L.L.C.
RPAI Irving LP, L.L.C.
RPAI Kingsport East Stone, L.L.C.
RPAI Lake Worth Towne Crossing GP, L.L.C.
RPAI Lake Worth Towne Crossing LP, L.L.C.
RPAI Mansfield GP, L.L.C.
RPAI Mansfield LP, L.L.C.
RPAI McKinney Stonebridge GP, L.L.C.
RPAI McKinney Stonebridge LP, L.L.C.
RPAI Newnan Crossing, L.L.C.
RPAI Newport News Jefferson, L.L.C.
RPAI North Richland Hills Davis GP, L.L.C.
RPAI North Richland Hills Davis LP, L.L.C.
RPAI Northwest Management, LLC.
RPAI Oswego Gerry Centennial, L.L.C.
RPAI Pelham Manor, L.L.C.
RPAI Pittsburgh William Penn Member II DST
RPAI Round Rock Forest Commons GP, L.L.C.
RPAI Round Rock Forest Commons LP, L.L.C.
RPAI San Antonio GP, L.L.C.
RPAI San Antonio HQ GP, L.L.C.
RPAI San Antonio HQ LP, L.L.C.
RPAI San Antonio Huebner Oaks GP, L.L.C.
RPAI San Antonio Huebner Oaks LP, L.L.C.
RPAI San Antonio LP, L.L.C.
RPAI Seekonk Power Center, L.L.C.

RPAI Severn, L.L.C.
RPAI Southlake Corners Kimball, L.L.C.
RPAI Southlake GP, L.L.C.
RPAI Southlake LP, L.L.C.
RPAI Southwest Management Holding LLC
RPAI Sugar Land Colony GP, L.L.C.
RPAI Sugar Land Colony LP, L.L.C.
RPAI Tallahassee Governor's One, L.L.C.
RPAI Tampa Walters, L.L.C.
RPAI Towson Square, L.L.C.
RPAI Watauga GP, L.L.C.
RPAI Watauga LP, L.L.C.
RPAI Westbury Merchants Plaza, L.L.C.
RPAI Western Management LLC
Splendido Real Estate, LLC
The Shops at Legacy (RPAI) Mezz, L.L.C.
Town Square Ventures III GP, L.L.C.
Town Square Ventures III LP, L.L.C.
Town Square Ventures IV GP, L.L.C.
Town Square Ventures IV LP, L.L.C.
Town Square Ventures V GP, L.L.C.
Town Square Ventures V LP, L.L.C.
Western Town Square Ventures GP, L.L.C.
Western Town Square Ventures I GP, L.L.C.
Western Town Square Ventures LP, L.L.C.
Westfield One, LLC



Office of the Secretary of State

CERTIFICATE OF FILING OF

UDT Dallas Liv Tac LLC
File Number: 805693676

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/04/2024

Effective: 09/04/2024



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson
Secretary of State

MAR 03 2025

CU25-08



Office of the Secretary of State

September 05, 2024

Attn: Live Tactically LLC

Live Tactically LLC
1165 S Stemmons Fwy, STE 154
Lewisville, TX 75067 USA

RE: UDT Dallas Liv Tac LLC
File Number: 805693676

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <https://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **99-4793776**

Legal Name: **UDT DALLAS LIV TAC LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

Help Topics

? [Can the EIN be used before the confirmation letter is received?](#)

AMENDED & RESTATED COMPANY AGREEMENT

OF

UDT DALLAS LIV TAC LLC

(A Texas LIMITED LIABILITY COMPANY

in the United States of America)

THE SECURITIES REPRESENTED BY THIS DOCUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. WITHOUT SUCH REGISTRATION, THESE SECURITIES MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED, EXCEPT ON DELIVERY TO THE LLC OF AN OPINION OF COUNSEL SATISFACTORY TO THE MANAGER OF THE LLC THAT REGISTRATION IS NOT REQUIRED FOR THE TRANSFER, OR SUCH OTHER EVIDENCE SATISFACTORY TO THE MANAGER THAT THE TRANSFER IS NOT IN VIOLATION OF THE SECURITIES ACT OF 1933 OR ANY APPLICABLE STATE SECURITIES LAWS. THE SALE, PLEDGE OR OTHER TRANSFER OF THESE SECURITIES IS ALSO SUBJECT TO THE RESTRICTIONS SET FORTH IN THIS DOCUMENT.

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
UDT DALLAS LIV TAC LLC**

**A TEXAS LIMITED LIABILITY COMPANY
DATED AS OF 9/4/2024**

This Agreement (the “Agreement”) is made and entered into and effective as of this the fourth day of September, 2024, by and among Jonathan Caldwell, and Wolfe Holdings SLLC (hereinafter referred to as “Members”), and UDT Dallas Liv Tac LLC a Texas Limited Liability Company (hereinafter referred to as the “LLC”) and Jonathan Caldwell (hereinafter referred to as the “Manager”).

RECITALS

The Members have formed a Limited Liability Company named UDT Dallas Liv Tac LLC a Texas Limited Liability Company under the laws of the State of Texas (hereinafter referred to as the “LLC”).

The Certificate of Formation was filed on September 4, 2024, with the Secretary of State of the State of Texas (hereinafter referred to as “Certificate of Formation”).

In consideration of the covenants and the promises made herein, the parties hereby agree as follows:

**SECTION 1
DEFINITIONS**

(Other definitions may be set out in the text of this Agreement)

1.1 “Agreement” means this Limited Liability Company Operating Agreement, as amended.

- 1.2 “Available Cash” means all cash funds of the LLC on hand from time to time (other than cash funds obtained as contributions to the capital of the LLC by the Members and cash funds obtained from loans to the LLC) after: (1) payment of all operating expenses of the LLC as of such time, (ii) repayment of advances as set forth in Section 4.6 herein, and (iii) provision for a working capital reserve equal to two months operating costs inclusive of debt servicing.
- 1.3 “Certificate of Formation” means the Certificate of Formation which was filed on October 16, 2019, with the Secretary of State of the State of Texas for the purpose of forming this LLC.
- 1.4 “Code” means the Internal Revenue Code of 1986, as amended.
- 1.5 “Capital Contribution” means any contribution of value, including but not limited to cash, property, assets, etc., by a Member to the capital of the LLC.
- 1.6 “Financial Interest” means a right to share in the profits, losses, incomes, expenses, or other monetary items and to receive distributions and allocations from the LLC.
- 1.7 “LLC” means UDT Dallas Liv Tac LLC, a Texas Limited Liability Company organized under the laws of the State of Texas.
- 1.8 “LLC Interest” or “Interest” means an ownership interest in the LLC, which includes the Financial Interest, the right to vote, the right to participate in management, and the right to obtain information concerning the LLC and any other rights granted to a Member under the Articles of Organization or this Agreement.
- 1.9 “Manager” or “Managers” means the person(s), if any, elected, appointed, or otherwise designated in accordance with this Agreement to manage and operate the LLC.
- 1.10 “Member” means any person or entity who owns any interest in this LLC, is a party to this Agreement and is accepted as a member pursuant to this Agreement but does not include any person who holds only a Financial Interest as a result of an involuntary transfer or assignment or a transfer or assignment in violation of this Agreement.
- 1.11 “Property” means any and all assets, in whole or in part, of the LLC, both tangible and intangible.
- 1.12 “Statute” means the Texas Limited Liability Company Act, as amended.

SECTION 2 FORMATION

- 2.1 Formation of the LLC. The Members have formed the LLC pursuant to the laws of the State of Texas by filing the Articles of Organization with the Secretary of State.

- 2.2 Name. The name of the LLC is UDT Dallas Liv Tac LLC. The Members shall operate the business of the LLC under such name or use such other names as the Members may deem necessary provided that such names do not violate the law.
- 2.3 Principal Office. The LLC's original business address will be 1165 S Stemmons Fwy; 154: Lewisville, TX 75006 or any other location mutually agreed upon by the Members. If the principal office is located outside the state of organization, and the LLC has one or more business offices in the state of organization, the Managers shall fix and designate a principal business office in the state of organization. Branch or subordinate offices may be established at any time and at any place as the Managers may determine.
- 2.4 Term. The LLC will continue to exist until terminated or dissolved in accordance with its Certificate of Formation or this Agreement.
- 2.5 Business Purpose. The purpose of the LLC is software development.
- 2.6 Registered Agent. The LLC's registered agent will be Jonathan Caldwell, AT 1165 S Stemmons Fwy; 154: Lewisville, TX 75006 or any other person or entity with an office in the state of organization as determined by the Members.
- 2.7 Registered Office. The LLC's registered office will be 19534 n 71st Ave Glendale, AZ 85308.

SECTION 3 MEMBERSHIP

- 3.1 Initial Members. The initial Members of the LLC are those persons set forth in this Agreement in the body of this Agreement.
- 3.2 Additional Members. Additional persons or entities may be admitted to the LLC as Members, and LLC Interests may be issued to those additional Members, upon the unanimous consent of the current (initial) Members and on such terms and conditions as determined by the Members and in accordance with the Articles of Organization and this Agreement. All new Members must sign a copy of this Agreement and agree to be bound by the terms of this Agreement.
- 3.3 Liability to Third Parties. No Member shall be liable for the debts, obligations or liabilities of the LLC to a third party unless the Member agrees in writing to be liable.
- 3.4 Authority. No Member has the authority or power to act for or on behalf of, to bind, or to incur any liability on behalf of the LLC except as provided in this Agreement.
- 3.5 Withdrawal. No Member has the right to withdraw from the LLC as a Member except as provided in this Agreement. However, a Member has the power to withdraw but such withdrawal shall be deemed a breach of this Agreement. If a Member does exercise such power of withdrawal in breach of this Agreement, the withdrawing Member shall be liable to the LLC and the other Members for all monetary damages as a result of the breach, including but not limited to direct, indirect, incidental, and consequential

damages. The LLC and the other Members shall not have the right to prevent the withdrawing Member from withdrawing through the use of an injunction or otherwise. This paragraph does not affect Members who die or become totally disabled. Withdrawing Member shall not be able to withdraw his Capital Account until dissolution of the LLC.

- 3.6 Compensation. No Member shall be granted a fee, commission or salary without the unanimous consent of the Initial Members.

SECTION 4 CAPITAL ACCOUNTS

- 4.1 Initial Contributions. The initial Members shall receive the following LLC Interest:

<u>Name</u>	<u>LLC Interest</u>
1. Jonathan Caldwell	19.01%
2. Wolfe Holdings, SLLC	80.01%
Total	100 %

- 4.2 Advances by Members. Members may, at any time, advance moneys to the LLC. An advance is a loan from the Member to the LLC and shall bear interest at the agreed interest rate of 12% per annum, non-compounding. An advance is not a Capital Contribution.
- 4.3 Preemptive Rights. Each Member of the LLC shall be entitled to full preemptive or preferential rights, as such rights are defined by law, to subscribe for or purchase his or her proportional part of any additional or future LLC Interests which may be issued by the LLC.
- 4.4 Return of Capital. No member shall have the right to withdraw or obtain a return of any capital contribution except as provided in this Agreement. The return of a member's capital contribution may not be withdrawn in the form of property other than cash except as provided in this Agreement.

SECTION 5 ALLOCATION OF PROFITS AND LOSSES AND DISTRIBUTIONS

- 5.1 Determination of Profits and Losses. Profits and losses shall mean net income and net loss as determined by the books and records of the LLC which shall be kept in accordance with generally accepted accounting principles and the Code.
- 5.2 Allocations. Except as provided in the Code, all items of income, revenues, deductions, gain, and loss shall be allocated pro-rata in accordance with a Member's LLC Interest.

- 5.3 Qualified Income Offset. Notwithstanding the above, if a Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations § 1.704-1(b)(2)(ii)(d)(4), (5) or (6) or any amendment thereto, or receives an allocation of loss which produces a negative capital account for any Member while any other Member has a positive capital account, then items of LLC income shall be specially allocated to such Member such that the deficit Capital Account is eliminated. This paragraph is intended to constitute a “qualified income offset” within the meaning of Treasury Regulation § 1.704-1(b)(2)(ii)(d).
- 5.4 Minimum Gain Chargeback. Notwithstanding the above, if there is a net decrease in LLC “minimum gain” during a taxable year, each Member shall be specially allocated, before any other allocation, items of income and gain for such taxable year (and, if necessary, subsequent years) in proportion to each Member’s share of the net decrease in LLC “minimum gain” as determined in accordance with Treasury Regulation § 1.704-2(g)(2). This paragraph is intended to comply with the “minimum gain chargeback” provisions of Treasury Regulation § 1.704-2(f).
- 5.5 Section 704(c) Allocation. Notwithstanding the above, to the extent that Code § 704(c) is applicable to any item of income, gain, loss, and deduction with respect to any property (other than cash) that has been contributed by a Member and which is required to be allocated to such Member for income tax purposes, the item shall be allocated to such Member in accordance with Code § 704(c).
- 5.6 Non-Cash Distributions. Whenever a distribution provided for in this Section 5 shall be payable in property other than cash, the value of such distribution shall be deemed to be the Gross Asset Value of such property.
- 5.7 Distributions. Except as otherwise provided herein, distributions of Available Cash or otherwise shall be distributed to the Members in proportion to their Interests upon a Majority vote of the members **so long as the LLC retains sufficient funds** in order to develop and expand the business of the LLC.

For the first Ninety (90) days from closing of the sale of the assets of UDT Dallas Liv Tac LLC, no member shall be entitled to a distribution. After Ninety (90) days, the Members will vote on distributions as a whole including separate distributions to Members performing specific advantageous tasks for the LLC.

Outside of any approved profit distributions, members agree on a minimum distribution of twenty-five percent (25%) of all taxable profits that would flow through on the K1 to help alleviate the tax burden and personal liability for debt at tax time, assuming the current structure is one in which profit is passed through to members.

SECTION 6 MANAGEMENT BY THE MANAGER

- 6.1 Management. The LLC shall be managed by one manager who shall be responsible for the management of the LLC's business affairs. Jonathan Caldwell will be the manager of the LLC.
- 6.2 Place of Meetings. Meetings of Members shall be held at any place within the United States designated by the Managers and stated in the notice of the meeting. A meeting by electronic conference will be deemed to be held at the principal executive office or registered office, as required by chapters 201-248 of this title or at the place properly named in the notice calling the meeting. If no place is so specified, Members' meetings shall be held at 2933 Caraway Dr; Murfreesboro, TN 37130.
- 6.3 Annual Members' Meeting. An annual meeting of Members shall be held on the 1st day of January of each year at the business office of the Company in Texas, unless otherwise agreed by a majority interest of the Members, provided, however, that should such day fall upon a legal holiday, then the annual meeting of Members shall be held at the same time and place on the next day thereafter which is a full business day. A meeting by electronic conference will be deemed to be held at the principal executive office or registered office, as required by chapters 201-248 of this title or at the place properly named in the notice calling the meeting. At the annual meeting, any proper business may be transacted.
- 6.4 Special Members' Meetings. A special meeting of the Members may be called at any time by any of the Members or by one or more Members holding Interests which, in the aggregate, constitute not less than Twenty-Five (25%) of the LLC Interests. A request for a special meeting of the Members shall be in writing, specifying the time and place of the meeting and the general nature of the business proposed to be transacted. The notice shall be delivered in accordance with paragraphs 6.5 and 6.6 below.
- 6.5 Notice of Members' Meetings. All notices of meetings of Members shall be sent or otherwise given in accordance with Texas Business Organization Code (BOS) § Chapter 101, Section 101.351 and 6.051, at the expense of the LLC, and not less than seven (7) nor more than thirty (30) days before the date of the meeting being noticed. The notice shall specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which are intended to be presented for action by the Members. If a proposal contains (i) a contract or transaction in which a Member has a direct or indirect Financial Interest, (ii) an amendment of the Articles of Organization, (iii) a reorganization of the LLC, or (iv) a voluntary dissolution of the LLC, the notice shall state the general nature of such proposal.
- 6.6 Manner of Giving Notice: Affidavit of Notice. Notice of any meeting of Members shall be given either personally, by first class mail, facsimile, overnight delivery, telegraphic, email or other written communication, charges prepaid, addressed to each Member at the address of each Member appearing on the books of the LLC or more recently given by

the Member to the LLC for the purpose of notice. Notice shall be deemed to have been given at the time when delivered personally, deposited in the mail, or sent by facsimile, telegram, or other means of written communication. If any notice addressed to a Member at the address of such Member appearing on the books of the LLC is returned to the LLC by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the Member upon written demand of the Member at the principal office of the LLC for a period of one (1) year from the date of the giving of such notice. An affidavit of the mailing or other means of giving any notice of any Members' meeting shall be executed by the Member giving such notice and shall be filed and maintained in the books and records of the LLC.

- 6.7 Conduct of Meetings. All meetings of the Members shall be presided over by the Manager. That Manager shall determine the order of business and the procedures to be followed at the meeting.
- 6.8 Quorum. The presence, in person or by proxy, of the holder(s) of an aggregate of seventy-five percent (75%) or more of the LLC Interests shall constitute a quorum at all meetings of the Members for the transaction of business. Meetings may be held by telephone or electronic conference calling.
- 6.9 Voting. Each Member shall have a number of votes equal to the percentage LLC Interest held by such Member. However, if a Member is not entitled to vote on a specific matter, then such Member's number of votes and LLC Interest shall not be considered for purposes of determining whether a quorum is present, or whether approval by vote of the Members has been obtained, with respect to such specific matter. An aggregate of seventy five percent (75%) or more of the LLC Interests shall be required to approve any action, unless a greater or lesser vote is required pursuant to this Agreement or by Statute. All executive salaries for this LLC and any affiliated LLC shall require a 75% approval of the Members based on their LLC Interest.
- 6.10 Adjourned Meeting and Notice Thereof. Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the LLC Interests represented at such meeting, either in person or by proxy. When any meeting of Members, either annual or special, is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than seven (7) days from the date set for the original meeting, in which case the Members shall set a new record date. Notice of any such adjourned meeting, if required, shall be given to each Member entitled to vote at the adjourned meeting in accordance with paragraphs 6.4 and 6.5 above. At any adjourned meeting, the LLC may transact any business which might have been transacted at the original meeting.
- 6.11 Waiver of Notice or Consent by Absent Members. The transactions of any meeting of Members, either annual or special, however called and noticed, and whenever held, shall

be as valid as if it had occurred at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote but not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or any approval of the minutes thereof. The waiver of notice or consent shall state either the business to be transacted or the purpose of any annual or special meeting of Members. All such waivers, consents and approvals shall be filed with the LLC's books and records. Attendance of a person at a meeting in person or by telephone or electronic shall constitute a waiver of notice of such meeting, unless such person objects at the beginning of the meeting.

- 6.12 Member Action by Written Consent without a Meeting. Any action which may be taken at any annual or special meeting of Members may be taken without a meeting and without prior notice, if consent in writing, setting forth the action so taken, are signed by Members holding LLC Interests representing the aggregate number of votes equal to or greater than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all LLC Interests entitled to vote thereon were present and voted. All such consents shall be filed with the LLC's books and records.
- 6.13 Proxies. Every Member entitled to vote shall have the right to do so either in person, by telephone or by one or more agents authorized by a written proxy signed by the Member and filed with the LLC. A proxy shall be revocable unless the proxy specifically states that it is irrevocable.
- 6.14 Managers do not have to be Members of the LLC.
- 6.15 Voting Trusts. If any Member files a voting trust agreement with the LLC, the LLC shall take notice of its terms and trustee limitations.
- 6.16 The Manager. The LLC shall be managed by one Manager, who shall be responsible for the management of the LLC's business and affairs.

The initial Manager shall be Jonathan Caldwell.

- 6.17 Election and Term of Office of the Initial Manager. The Initial Manager shall be elected at the annual meeting of the Members and will hold office until the next annual Member's meeting. In voting for the Manager, each Member shall have a number of votes as determined in paragraph 6.10 above, times the number of Manager positions. The candidate for each Manager position who receives the most votes shall be the elected Manager for that position.

Members shall not have the right to cumulative voting in the election of the Manager.

- 6.18 Vacancies. A Manager vacancy shall be deemed to exist if a Manager dies, resigns, or is removed by the Members. Vacancies are to be filled by election at a special meeting of the Members in accordance with Section 6 of this Agreement.
- 6.19 Resignation. Any Manager may resign effective thirty (30) days after the delivery of written notice to any Member, unless the notice specifies a later effective date.

- 6.20 Grounds for Involuntary Removal of the Manager. The Manager may be removed for any reason upon a vote of Members who cumulatively hold 51% or greater of the LLC interest.
- 6.21 Grounds for Involuntary Removal of a Member/Partner. The Member may be removed in the event that his or her Expected Contribution has not been reasonably met, by: (a) misconduct that "adversely and materially" affects the company's business, (b) willful and persistent breach of the operating agreement or the person's duties as an LLC member or manager, or (c) that it's not reasonably practical to carry out the business with the person involved. After such written notice has been received and approved by a quorum of the existing partners, that withdrawing partner is entitled to receive the appropriate share of assets and profits the LLC earned before the written withdrawal notice was submitted, with the initial contribution and subsequent contributions set as the basis for recovery.
- 6.22 Grounds for Voluntary Removal of a Member/Partner. A Member may withdraw at any time by giving written notice to do so. After such written notice has been received and approved by a quorum of the existing partners, that withdrawing partner is entitled to receive the appropriate share of assets and profits the LLC earned before the written withdrawal notice was submitted, with the initial contribution and subsequent contributions set as the basis for recovery. If the departing member was the Responsible Party for the LLC, IRS notification is necessary. The notification must be completed within 60 days of the change.
- 6.23 Powers. The Manager has general supervision, direction, and control of the business of the LLC. In addition, subject to the provisions of the state of organization's law, any limitations in the Certificate of Formation and this Agreement relating to actions requiring approval by the Members, the Manager may make all decisions and take all actions on behalf of the LLC not otherwise provided for in this Agreement including but not limited to the following:
- (a) select and remove all contractors, agents, and employees of the LLC; prescribe any powers and duties for the Officers that are consistent with law, with the Certificate of Formation, and with this Agreement; fix the Officers' compensation with approval provision as set out herein; and require from the Officers security for faithful service;
 - (b) change the principal business office from one location to another; qualify the LLC to do business in any State, territory, dependency, or country; conduct business within or outside the United States; and designate any place within the United States for the holding of any Members' or Managers' meetings;
 - (c) borrow money and incur indebtedness on behalf of the LLC, and cause to be executed and delivered for the LLC's purposes, in the LLC name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;

- (d) call a meeting, annual or special, of the Members at any time upon notification as set forth in paragraphs 6.5 and 6.6 above;
- (e) enter into, make, and perform contracts and agreements which bind the LLC that are necessary and appropriate in the ordinary course of business of the LLC;
- (f) open and maintain bank and investment accounts and designate authorized persons to sign checks or drafts or give instructions concerning those accounts;
- (g) maintain the assets of the LLC;
- (h) collect sums due and owing to the LLC;
- (i) pay the debts and obligations of the LLC; and
- (j) acquire, use, lease and dispose of assets during the ordinary course of business.

6.24 Limitation on Powers. Except by the unanimous written agreement of the Members, neither a Manager nor any Officer of the LLC shall have the authority to

- (a) enter into any agreement, contract, or commitment on behalf of the LLC which would obligate any Member to find additional capital, to guarantee a loan or to increase a Member's personal liability either to the LLC or to a third party;
- (b) materially alter the business of the LLC, deviate from any approved business plan of the LLC as set forth in this Agreement, or perform any action which would make it impossible to carry on the business of the LLC;
- (c) perform any action that is contrary to this Agreement;
- (d) place title to any LLC asset or property in the name of a nominee or sell, pledge, hypothecate, or grant a security interest in any LLC asset or property, except in the ordinary course of business;
- (e) commingle LLC funds with the funds of any other person or entity;
- (f) confess a judgment against the LLC;
- (g) admit any person as a Member, except as otherwise provided in this Agreement; and
- (h) attempt to dissolve the LLC.

6.25 Liability to Third Parties. No Manager shall be liable for the debts, obligations, or liabilities of the LLC to a third party unless the Manager agrees in writing to be liable.

- 6.26 Standard of Care; Liability. The Manager shall exercise such powers and otherwise perform such duties in good faith, in the matters such Manager believes to be in the best interests of the LLC, and with such care including reasonable inquiry, using ordinary prudence, as a person in a like position would use under similar circumstances. In performing the duties of a Manager, a Manager shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in which case prepared or presented by
- (a) one or more Officers or employees of the LLC who the Manager believes to be reliable and competent in the matters presented;
 - (b) counsel, independent accountants, or other persons as to matters which the Manager believes to be within such person's professional or expert competence; or
 - (c) a Committee upon which the Manager does not serve, as to matters within its designated authority, which Committee the Manager believes to merit confidence, so long as in any such case, the Manager acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.
- 6.27 Officer Expectations. Initial members will be the initial officers. Jonathan Caldwell, as manager, will act as CEO. Krissy Wolfe will act as COO. Byron Wolfe will act as CFO. Each active voting member must uphold all their expected duties and KPI's as defined in the agreement. If they do not, compensation can be taken from their profit to fill the roles needed in the areas they are lacking.
- 6.28 CEO, Jonathan Caldwell. Jonathan Caldwell will stand as initial manager and CEO of UDT Dallas Liv Tac LLC. The **CEO** will have duties in line with management of the LLC and the management of the different assets of the business. The CEO will be responsible for
- (a) Leading the ideation, planning and implementing of the business plan,
 - (b) Serve as the figurehead of the business,
 - (c) Create concise directions and direct major decisions in line with company values,
 - (d) Set strategic direction and guide compliance with growth plan,
 - (e) Ensure movement forward on goals and forecasts set by the CFO,
 - (f) Direct Social media content strategy in line with CMO standards,
 - (g) Define workflow and standard operating procedures, and
 - (h) Set expectations and drive adherence with company core values.
- 6.29 COO, Krissy Wolfe. Krissy Wolfe will stand as initial COO. The **COO** will provide

- (a) Provide fulfillment of social media content creation,
- (b) Communicate with clients on onboarding,
- (c) Communicating with the clients on written and/or video needs,
- (d) Creating the bridge between clients and the staff that perform the workflow,
- (e) Directing all sourcing of written content in line with client scripts,
- (f) Following the branding kit provided for the client,
- (g) Quality control of all reels, as well as other content created by staff,
- (h) Keep team abreast of all updates to software in our industry,
- (i) Manage HR for all overseas staffing,
- (j) Manage all video output quality and corrections,
- (k) Maintain adherence by staff of all standard operating procedures (SOPs), and
- (l) Task and manage all payments to the operating staff, providing a monthly breakdown summary to the company for all costs of each team member, software, and any other materials, memberships, or tools and supplies needed to complete the work.

6.30 CFO, Byron Wolfe. Byron Wolfe will stand as initial CFO. The **CFO** will provide

- (a) Guide the financial strategic direction of UDT Dallas Liv Tac,
- (b) Track cash flow,
- (c) Provide financial statements in line with GAAP,
- (d) Analyze the company's financial strengths and weaknesses and provide suggestions to the corporate team,
- (e) Supervise the entity's liquidity and direct use of excess funds,
- (f) Evaluate and control the entity's capital needs and guide its financing needs,
- (g) Provide forecasting for company wide planning,
- (h) Create the Tax plan for UDT Dallas Liv Tac in line with company goals and forecasts, and
- (i) Manage the accounting team.

SECTION 7 TRANSFER AND ASSIGNMENT OF LLC INTERESTS

- 7.1 Transfer or Assignment of Member's Interest. Except as otherwise provided in this Agreement, Member may transfer and/or assign, in whole or in part, his LLC Interest at any time. For purposes of this Agreement transfer shall mean sale, exchange, assignment, alienation, disposition, gift, pledge, hypothecation, encumbrance, or grant of security interest in the LLC Interest.
- 7.2 Consent to Transfer. No transfer or assignment of an LLC Interest, or any part thereof, will be valid without the express written consent of a majority of the LLC Interests, excluding the Member proposing to transfer or assign his LLC Interest. If an LLC Interest is transferred or assigned without the consent of a majority (or all) of the LLC Interests, the transferee shall have no rights in, nor may participate in, the management or operation of the business and affairs of the LLC nor have the right to become a Member of the LLC. Any transfer or assignment of an LLC Interest without the proper consent shall only affect a transfer or assignment of the Member's Financial Interest, and the transferring Member shall still be bound to the terms of this Agreement. If a transfer or assignment does obtain the required consent, then the transferee shall be admitted as an additional Member pursuant to this Agreement.
- 7.3 Transfer to Family Members. For purposes of this section, the restriction on the transfer or assignment of an LLC Interest shall not apply to transfers or assignments to a Member's immediate family, including his or her spouse, parents, siblings, and children, or a trust, corporation, partnership, or other entity controlled by the transferring Member. The LLC will have first right to purchase the equity from the surviving family member(s) at then current valuation to be performed by a third party and auditable by the surviving family member at their expense. Any member will have second right. And finally, the public will have final option. If the surviving family member wishes to retain non-voting ownership, the LLC will abide by that wish.

SECTION 8 BOOKS AND RECORDS

- 8.1 Maintenance of Books and Records. The LLC shall establish and maintain appropriate books and records of the LLC in accordance with generally accepted accounting principles. There shall be kept at the principal office of the LLC and the registered office of the LLC, if different, the following LLC documents:
- (a) A current list of the name and business or residence address of each Member and his or her Capital Contribution and LLC Interest;
 - (b) A current list of the name and business or residence address of each Manager;
 - (c) A copy of the Certificate of Formation and this Agreement and any amendments thereto;

- (d) Copies of the LLC's federal, state, and local income tax or information returns, if any, for the past six fiscal years;
- (e) Copies of the financial statements of the LLC, if any, for the past six fiscal years;
- (f) Originals or copies of all minutes, actions by written consent, consents to action, and waivers of notice to Members, Member votes, actions and consents; and
- (g) Any other information required to be maintained by the LLC pursuant to the state of organization's LLC statute.

8.2 Annual Accounting. Within one hundred and eighty days after the close of each fiscal year of the LLC, the LLC shall cause to be prepared and submitted to each Member a balance sheet and income statement for the preceding fiscal year of the LLC (or portion thereof) in conformity with generally accepted accounting principles and provide to the Members all information necessary for them to complete federal and state tax returns, unless an extension has been filed and agreed upon by a quorum.

8.3 Inspection and Audit Rights. Each Member, at his own expense, has the right, upon reasonable request, for purposes reasonably related to the interest of that Member, to inspect and copy during normal business hours any of the LLC books and records. Such right may be exercised by the Member or his or her agent or attorney. Any Member, at his own expense, may require a review and/or audit of the books, records, and reports of the LLC.

8.4 Bank Accounts. All fiat funds of the LLC shall be deposited in the LLC's name in such banks as determined by the Members. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the LLC, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by the Members.

8.5 Fiscal Year. The LLC's fiscal year shall end on December 31.

8.6 Accounting Method. For financial reporting purposes, the books and records of the LLC shall be kept on the cash method of accounting applied in a consistent manner and shall reflect all transactions of the LLC and be appropriate and adequate for the purposes of the LLC.

8.7 "Net Income" and "Net Loss" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such fiscal year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss) with the following adjustments:

- (i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this paragraph shall be added to such income or loss;
- (ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Loss pursuant to this paragraph, shall be subtracted from such taxable income or loss;
- (iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subdivisions (ii) or (iii) of the definition of “**Gross Asset Value**” herein, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Income or Net Loss;
- (iv) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;
- (v) In lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year, computed in accordance with the definition of “**Depreciation**”;
- (vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining capital accounts as a result of a distribution other than in liquidation of a Member’s interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income or Net Loss; and (vii) Any items which are specially allocated pursuant to the provisions of Section 8.3 shall not be taken into account in computing Net Income or Net Loss.

8.8 Competing Business. The Members and their Affiliates shall not be prohibited or restricted from investing in or conducting, and may invest in and/ or conduct, businesses of any nature whatsoever. The investing in or conducting of any such business by a Member or any Affiliate thereof shall not give rise in the other Members or the LLC to any claim for an accounting or any right to claim any interest therein, to claim the profits therefrom or to participate therein, even if such investment or business is of a character which, if presented to the LLC, could be undertaken by the LLC.

SECTION 9 TAXATION

- 9.1 Tax Year. The LLC's taxable year shall end on December 31.
- 9.2 Tax Matters Partner. A majority of LLC Interests at a meeting of the Members shall appoint a Tax Matters Partner pursuant to Code § 6231 to represent the LLC. The Tax Matters Partner, on behalf of the LLC, shall oversee the LLC tax affairs in the overall best interests of the LLC and make all elections for federal income tax purposes. The Tax Matters Partner shall have all necessary federal and state income and information tax returns prepared and filed on behalf of the LLC. The determination of the Tax Matters Partner as to adjustments to the financial reports, books, records, and returns of the LLC, in the absence of fraud or gross negligence, shall be final and binding upon the LLC and all of the Members.

SECTION 10 INDEMNIFICATION

- 10.1 Definitions: Agents, Proceedings, and Expenses. For the purposes of this Agreement, "Agent" means any person who is or was a Member, Manager, Officer, employee, or other agent of this LLC; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "Expenses" means any and all costs, fees, and expenses including but not limited to court costs and attorneys' fees.
- 10.2 Actions Other Than by the LLC. The LLC shall indemnify and hold harmless any person or Agent who was or is a party, or is threatened to be made a party, to any Proceeding (other than an action by or in the right of this LLC) by reason of the fact that such person is or was an Agent of this LLC, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such Proceeding, if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of this LLC, and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonable believed to be in the best interests of this LLC or that the person had reasonable cause to believe that his or her conduct was unlawful.
- 10.3 Actions by the LLC.
- (a) This LLC shall indemnify any person or Agent who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action by or in the right of this LLC to procure a judgment in its favor by reason of the fact that the person is or was an Agent of this LLC, against expenses actually and reasonably incurred by that person or Agent in connection with the defense or settlement of that action if that person or Agent acted in good faith, in a manner

that person or Agent believed to be in the best interests of this LLC, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

- (b) No indemnification, however, shall be made under this section (i) with respect to any claim, issue or matter as to which that person or Agent shall have been adjudged to be liable to this LLC in the performance of that person's or Agent's duty to the LLC, unless the court in which that action was brought shall determine upon application that the person or Agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine; (ii) for amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or (iii) for expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

- 10.4 Successful Defense by Agent. To the extent that an Agent of this LLC has been successful on the merits in defense of any Proceeding, the agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the Proceeding.
- 10.5 Required Approval. Any indemnification under this section shall be made by the LLC only if authorized upon a determination by a majority vote of the LLC Interests of Members who were not parties to the proceeding at a duly held meeting of the Members at which a quorum is present.
- 10.6 Advance of Expenses. Expenses incurred in defending any Proceeding may be advanced by the LLC before the final disposition of the Proceeding upon receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it shall be determined ultimately that the Agent is entitled to be indemnified.
- 10.7 Other Contractual Rights. Nothing contained in this section shall affect any right to indemnification to which Agents of this LLC or any subsidiary may be entitled by contract, by vote of the Members, as a matter of law or equity, or otherwise.
- 10.8 Insurance. The LLC may, upon a determination by the Members, purchase and maintain insurance on behalf of any Agent of the LLC against any liability which might be asserted against or incurred by the Agent in such capacity, or which might arise out of the Agent's status as such, whether or not the LLC would have the power to indemnify the Agent against that liability.
- 10.9 Amendment to State of Organization's Laws. In the event that the state of organization's law regarding indemnification of members, managers, directors, officers, employees, and other agents of an LLC, as in effect at the time of adoption of this Agreement, is subsequently amended to in any way that increases the scope of permissible indemnification beyond that set forth herein, the indemnification authorized by this section shall be deemed to be coextensive with the maximum afforded by the state of organization's law as so amended.

SECTION 11 LLC CERTIFICATES

- 11.1 The LLC shall not issue certificates representing ownership. Ownership records shall be kept in the minutes of the LLC. Each Member shall be given electronic copies of minutes acknowledging his LLC interest.

SECTION 12 TERMINATION AND DISSOLUTION

- 12.1 Dissolution. The LLC shall be dissolved upon the occurrence of any of the following events:
- (a) The expiration of the period fixed in the Articles of Organization, if any;
 - (b) The written consent of at least 75% of the LLC Interests.
- 12.2 Statement of Intent to Dissolve. Upon the occurrence of any of the events specified above, the LLC shall execute and file a Statement of Intent to Dissolve.
- 12.3 Conduct of Business. Upon the occurrence of any of the events specified above, a majority of the members (excluding those members who caused the dissolution event) shall appoint one or more of the Members/Managers to act as liquidator and wind up all LLC business and affairs. However, the LLC shall continue to exist until Articles of Dissolution have been filed or until a decree dissolving the LLC has been entered by a court of competent jurisdiction.
- 12.4 Distribution of Net Proceeds. Upon the occurrence of any of the events specified above and the completion of the winding up all LLC business and affairs, the assets of the LLC shall be promptly liquidated and distributed in the following order:
- (a) To the payment of bank loans and other creditors, excluding Members, in the order of priority as provided by law;
 - (b) To the payment of loans or advances made by the Members;
 - (c) To the Members in proportion to their Capital Accounts after adjustments for all allocations of net profits and net loss.

Where the distribution consists both of cash and noncash assets, the cash shall be distributed first, in descending order, to the above categories. With respect to the noncash assets, which distribution values are to be based on the fair market value of the noncash asset as determined in good faith by the liquidator, the liquidator may sell the noncash assets and distribute the cash proceeds or distribute the assets in kind, in descending order, to the above categories.

- 12.5 Termination. The LLC shall be terminated upon the distribution of all assets. The Members shall cause the LLC to file Articles of Dissolution, if required, or take any other actions necessary to terminate the LLC.

SECTION 13 AMENDMENTS

- 13.1 Amendments by Members. This Agreement may be adopted, amended, altered, or repealed by the vote or written consent of 75% of the LLC Interests at a meeting of the Members at which a quorum is present. However, a vote of ninety-one percent (91%) of Voting Members' LLC Interests shall be required to establish salaries or fees to Members.

SECTION 14 GENERAL PROVISIONS

- 14.1 Entire Agreement/Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended, or discharged orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.
- 14.2 Partition. Each Member agrees that he or she has no right, and irrevocably waives any and all such rights, to have the assets of the LLC partitioned, or to file a complaint, or institute and maintain any proceeding at law or equity to have the assets of the LLC partitioned.
- 14.3 Further Actions. Each Member agrees to execute, acknowledge, and deliver such additional documents, and take such further actions, as may reasonably be required from time to time to carry out each of the provisions and the intent of this Agreement, and every agreement or document relating hereto, or entered into in connection herewith.
- 14.4 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 14.5 Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This Agreement may not be assigned by any party without the express written consent of the other parties.
- 14.6 Notices. All notices, requests, demands, and other communications made hereunder shall be in writing and shall be deemed duly given if delivered or sent by telex, facsimile, or

registered or certified mail, postage prepaid, as follows, or to such other address or person as the party may designate by notice to the other party hereunder:

UDT Dallas Liv Tac LLC
ATTN: Byron Wolfe
19534 N 71st Ave
Glendale, AZ 85308

- 14.7 Attorneys' Fees. In the event of any litigation, arbitration or other dispute arising as a result of or by reason of this Agreement, the prevailing party in any such litigation, arbitration or other dispute shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees, and all other costs and expenses incurred in connection with settling or resolving such dispute.
- 14.8 Construction. Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.
- 14.9 Execution and Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.
- 14.10 Governing Law and Venue. This agreement shall be governed by, and interpreted in accordance with the laws of the State of Texas under the Federal Law of the United States of America. The parties hereby agree that any legal action or proceeding shall be brought in the courts of the State of Texas, county of Collin. The parties further agree to submit to the jurisdiction of the Country of the United States of America, State of Texas, county of Collin and consent to the service of process in accordance with applicable procedures and rules of said jurisdiction.
- 14.11 Additions to Revenue. Any upsells within the business for add-on items not provided by the UDT Dallas Liv Tac such as funnels, websites, email marketing campaigns, commercials, etc. will be referred to Krissy Wolfe as business separate from the UDT Dallas Liv Tac. The company does have the right to add upsell services to its portfolio.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 4th day of September, 2024.

UDT Dallas Liv Tac LLC

By: Jonathan Caldwell

Printed Name: Jonathan Caldwell

Title: CEO

MEMBERS

<u>Jonathan Caldwell</u> Jonathan Caldwell, CEO
Jonathan Caldwell
<u>BYRON WOLFE</u>
Wolfe Holdings SLLC per Byron Wolfe, Agent

MANAGER

Jonathan Caldwell
Jonathan Caldwell

Amendment A

Intentionally Blank

ORDINANCE NO. 2025-013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS ISSUING CONDITIONAL USE PERMIT CU25-08 TO AMEND THE PREVIOUSLY APPROVED SITE PLAN CU01-17 (ORDINANCE NO. 2001-032) TO ALLOW THE RECONFIGURATION OF THE BUILDING LOCATED ON LOT 6, DELETE THE BUILDING LOCATED ON LOT 5 AND ALLOW THE DEVELOPMENT OF LOTS 5 AND 6; AND MOVE THE BUILDING LOCATED ON LOT 2, TEN FEET TO THE NORTHWEST. THIS REQUEST IS SPECIFICALLY TO ALLOW FOR PERSONAL SAFETY AND DEFENSE CLASSES, FOR BLOCK 1, LOT 3R, REGENCY CENTER ADDITION (GRAPEVINE) (1505 WEST STATE HIGHWAY 114) IN A DISTRICT ZONED "CC", COMMUNITY COMMERCIAL ZONING DISTRICT ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

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

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

Section 1. That the City does hereby issue a conditional use permit in accordance with Section 48 of Ordinance No. 82-73, the Comprehensive Zoning Ordinance of the City of Grapevine, Texas, same being also known as Appendix "D" of the City Code, by granting Conditional Use Permit CU25-08 to amend the previously approved site plan CU01-17 (Ordinance No. 2001-032) to allow the reconfiguration of the building located on Lot 6, delete the building located on Lot 5 and allow the development of Lots 5 and 6; and move the building located on Lot 2, ten feet to the northwest. This request is specifically to allow for personal safety and defense classes within the following described property: Block 1, Lot 3R, Regency Center Addition (Grapevine) (1505 West State Highway 114) all in accordance with a site plan approved pursuant to Section 47 of Ordinance No. 82-73, attached hereto and made a part hereof as Exhibit "A", and all other conditions, restrictions, and safeguards imposed herein, including but not limited to the following: None.

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

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

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

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

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

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

Section 8. The fact that the present ordinances and regulations of the City of Grapevine, Texas, are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Grapevine, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 15th day of APRIL 2025.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

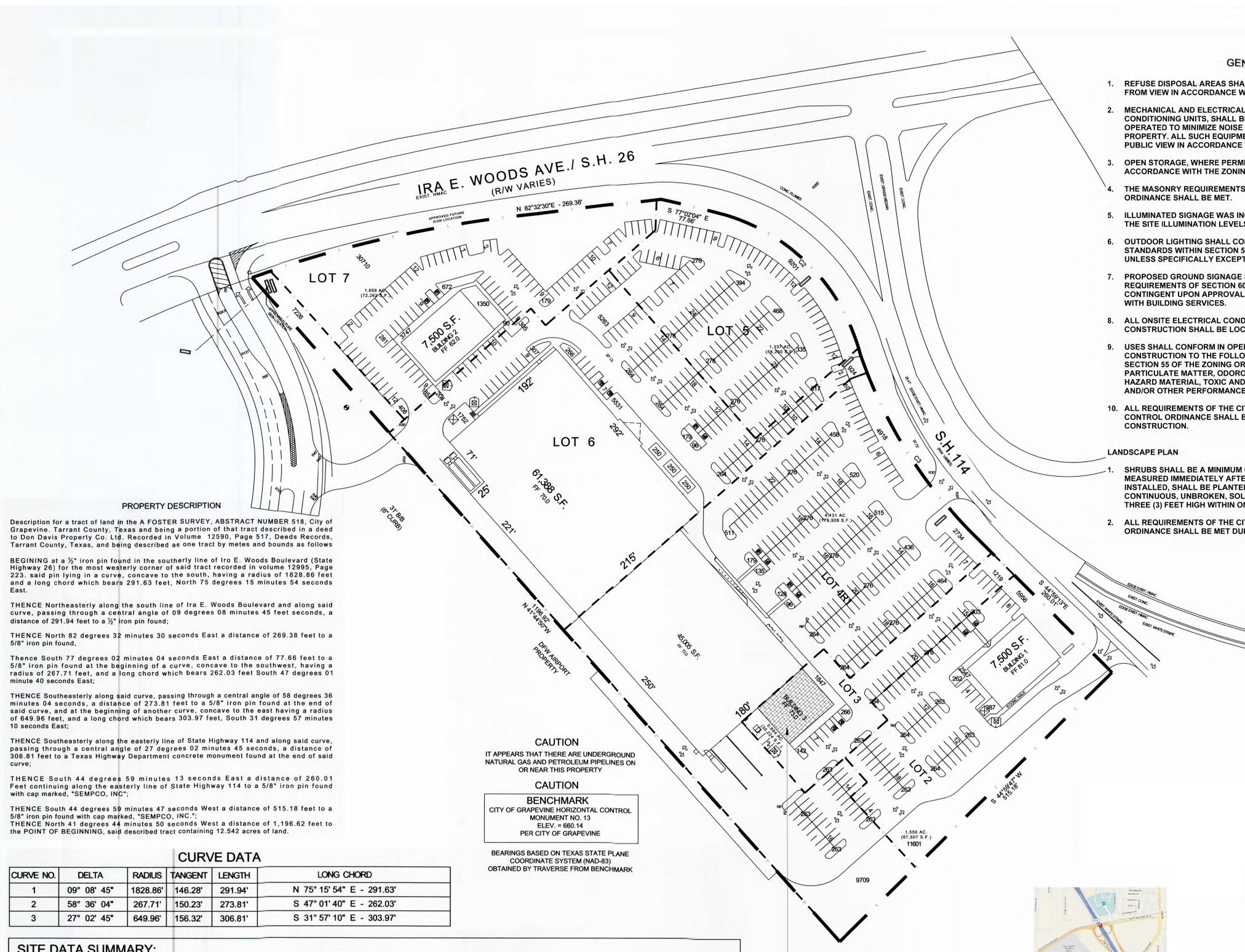
APPROVED AS TO FORM:

Matthew C.G. Boyle
City Attorney

- GENERAL NOTES**
- REFUSE DISPOSAL AREAS SHALL BE LANDSCAPED AND SCREENED FROM VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - MECHANICAL AND ELECTRICAL EQUIPMENT INCLUDING AIR CONDITIONING UNITS, SHALL BE DESIGNED, INSTALLED, AND OPERATED TO MINIMIZE NOISE IMPACT ON SURROUNDING PROPERTY. ALL SUCH EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - THE MASONRY REQUIREMENTS OF SECTION 54 OF THE ZONING ORDINANCE SHALL BE MET.
 - ILLUMINATED SIGNAGE WAS INCLUDED IN THE DETERMINATION OF THE SITE ILLUMINATION LEVELS.
 - OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 55 OF THE ZONING ORDINANCE UNLESS SPECIFICALLY EXCEPTED.
 - PROPOSED GROUND SIGNAGE SHALL MEET THE MINIMUM REQUIREMENTS OF SECTION 60 OF THE ZONING ORDINANCE AND IS CONTINGENT UPON APPROVAL OF A SEPARATE BUILDING PERMIT WITH BUILDING SERVICES.
 - ALL ONSITE ELECTRICAL CONDUCTORS ASSOCIATED WITH NEW CONSTRUCTION SHALL BE LOCATED UNDERGROUND.
 - USES SHALL CONFORM IN OPERATION, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN SECTION 55 OF THE ZONING ORDINANCE: NOISE, SMOKE AND PARTICULATE MATTER, ODOROUS MATTER, FIRE OR EXPLOSIVE HAZARD MATERIAL, TOXIC AND NOXIOUS MATTER, VIBRATION, AND/OR OTHER PERFORMANCE STANDARDS.
 - ALL REQUIREMENTS OF THE CITY OF GRAPEVINE SOIL EROSION CONTROL ORDINANCE SHALL BE MET DURING THE PERIOD OF CONSTRUCTION.

- LANDSCAPE PLAN**
- SHRUBS SHALL BE A MINIMUM OF TWO (2) FEET IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING. HEDGES, WHERE INSTALLED, SHALL BE PLANTED AND MAINTAINED TO FORM A CONTINUOUS, UNBROKEN, SOLID VISUAL SCREEN WHICH WILL BE THREE (3) FEET HIGH WITHIN ONE (1) YEAR AFTER TIME OF PLANTING.
 - ALL REQUIREMENTS OF THE CITY OF GRAPEVINE SOIL EROSION CONTROL ORDINANCE SHALL BE MET DURING THE PERIOD OF CONSTRUCTION.

Date	Description
02.28.2025	PERMIT ISSUE
03.18.2025	ADDENDUM 1 - CITY CUP COMMENTS
03.24.2025	ADDENDUM 2 - CITY CUP COMMENTS
04.04.2025	ADDENDUM 3 - CITY CUP COMMENTS



PROPERTY DESCRIPTION

Description for a tract of land in the A FOSTER SURVEY, ABSTRACT NUMBER 518, City of Grapevine, Tarrant County, Texas and being a portion of that tract described in a deed to Don Davis Property Co. Ltd. Recorded in Volume 12590, Page 517, Deeds Records, Tarrant County, Texas, and being described as one tract by metes and bounds as follows

BEGINNING at a 1/2" iron pin found in the southerly line of Ira E. Woods Boulevard (State Highway 26) for the most westerly corner of said tract recorded in volume 12995, Page 223, said pin lying in a curve, concave to the south, having a radius of 1828.86 feet and a long chord which bears 291.63 feet, North 75 degrees 15 minutes 54 seconds East.

THENCE Northeastly along the south line of Ira E. Woods Boulevard and along said curve, passing through a central angle of 09 degrees 08 minutes 45 feet seconds, a distance of 291.94 feet to a 1/2" iron pin found;

THENCE North 82 degrees 32 minutes 30 seconds East a distance of 269.38 feet to a 5/8" iron pin found;

Thence South 77 degrees 02 minutes 04 seconds East a distance of 77.66 feet to a 5/8" iron pin found at the beginning of a curve, concave to the southwest, having a radius of 267.71 feet, and a long chord which bears 262.03 feet South 47 degrees 01 minute 40 seconds East;

THENCE Southeastly along said curve, passing through a central angle of 58 degrees 36 minutes 04 seconds, a distance of 273.81 feet to a 5/8" iron pin found at the end of said curve, and at the beginning of another curve, concave to the east having a radius of 649.96 feet, and a long chord which bears 303.97 feet, South 31 degrees 57 minutes 10 seconds East;

THENCE Southeastly along the easterly line of State Highway 114 and along said curve, passing through a central angle of 27 degrees 02 minutes 45 seconds, a distance of 306.81 feet to a Texas Highway Department concrete monument found at the end of said curve;

THENCE South 44 degrees 59 minutes 13 seconds East a distance of 260.01 feet continuing along the easterly line of State Highway 114 to a 5/8" iron pin found with cap marked, "SEMPCO, INC";

THENCE South 44 degrees 59 minutes 47 seconds West a distance of 515.18 feet to a 5/8" iron pin found with cap marked, "SEMPCO, INC";

THENCE North 41 degrees 44 minutes 50 seconds West a distance of 1,196.62 feet to the POINT OF BEGINNING, said described tract containing 12.542 acres of land.

CAUTION
 IT APPEARS THAT THERE ARE UNDERGROUND NATURAL GAS AND PETROLEUM PIPELINES ON OR NEAR THIS PROPERTY

CAUTION
 BENCHMARK
 CITY OF GRAPEVINE HORIZONTAL CONTROL MONUMENT NO. 13
 ELEV. = 660.14
 PER CITY OF GRAPEVINE

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (NAD-83)
 OBTAINED BY TRAVERSE FROM BENCHMARK

CURVE NO.	DELTA	RADIUS	TANGENT	LENGTH	LONG CHORD
1	09° 08' 45"	1828.86'	146.28'	291.94'	N 75° 15' 54" E - 291.63'
2	58° 36' 04"	267.71'	150.23'	273.81'	S 47° 01' 40" E - 262.03'
3	27° 02' 45"	649.96'	156.32'	306.81'	S 31° 57' 10" E - 303.97'

SITE DATA SUMMARY:										
	SITE AREA:	BLDG. AREA:	FAR:	PARKING REQ.:	ACCESSIBLE SPACES REQD:	ACCESSIBLE SPACES PROV:	PARKING PROVIDED:	LANDSCAPE OPEN SPACE:	PED PAVING VEH. PAVING:	BUILDING HEIGHT NO. OF STORES:
LOT 2	67,507 SF	1.55 ACRES	7,500 SF	1:11	30	2	71	19,803 SF	2,700 SF 37,564 SF	50 FT 1 STORY
LOT 3	30,224 SF	.694 ACRES	5,200 SF	1:17	10	2	31	2,575 SF	1,847 SF 20,682 SF	50 FT 1 STORY
LOT 4	179,928 SF	4.131 ACRES	45,005 SF	1:25	180	4	225	23,120 SF	4,307 SF 107,496 SF	50 FT 1 STORY
LOT 5	58,230 SF	1.337 ACRES			0	0	187	11,504 SF	46,736 SF	
LOT 6	138,168 SF	3.172 ACRES	61,388 SF	1:44	246	4	110	19,167 SF	5,531 SF 52,062 SF	50 FT 1 STORY
LOT 7	72,262 SF	1.659 ACRES	1,500 SF	1:10	30	2	88	33,875 SF	3,747 SF 27,140 SF	50 FT 1 STORY
TOTAL	546,320 SF	12.542 ACRES	126,593 SF	1:23	507	2% OF TOTAL 14 SPACES	665	110,044 SF 20.14%	399,682 SF 72.7%	

SHADED AREA INDICATES PROJECT LOCATION



MASTER SITE PLAN
 FOR:
 UNITED DEFENSE TACTICAL
 LOT 2B, BLOCK 1, REGENCY CENTER
 CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS
 30,224 SF
 ZONE: _____
 Date of Preparation: March 15, 2025

CASE NO.: CU25-08
 CASE NAME: UNITED DEFENSE TACTICAL
 LOCATION: 1505 West State Highway 114

MAYOR _____ SECRETARY _____
 DATE: _____
 PLANNING AND ZONING COMMISSION
 CHAIRMAN _____
 DATE: _____
 SHEET _____ OF _____
 APPROVAL DOES NOT AUTHORIZE WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.
 DEPARTMENT OF PLANNING SERVICES

THE PURPOSE OF THIS CONDITIONAL USE PERMIT CU25-08 IS TO AMEND THE PREVIOUSLY APPROVED SITE PLAN CU01-17, SPECIALLY TO ALLOW FOR PERSONAL SAFETY AND DEFENSE CLASSES.

Seal / Signature

Project Name
UNITED DEFENSE TACTICAL

Project Number
255002.00

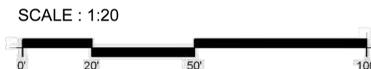
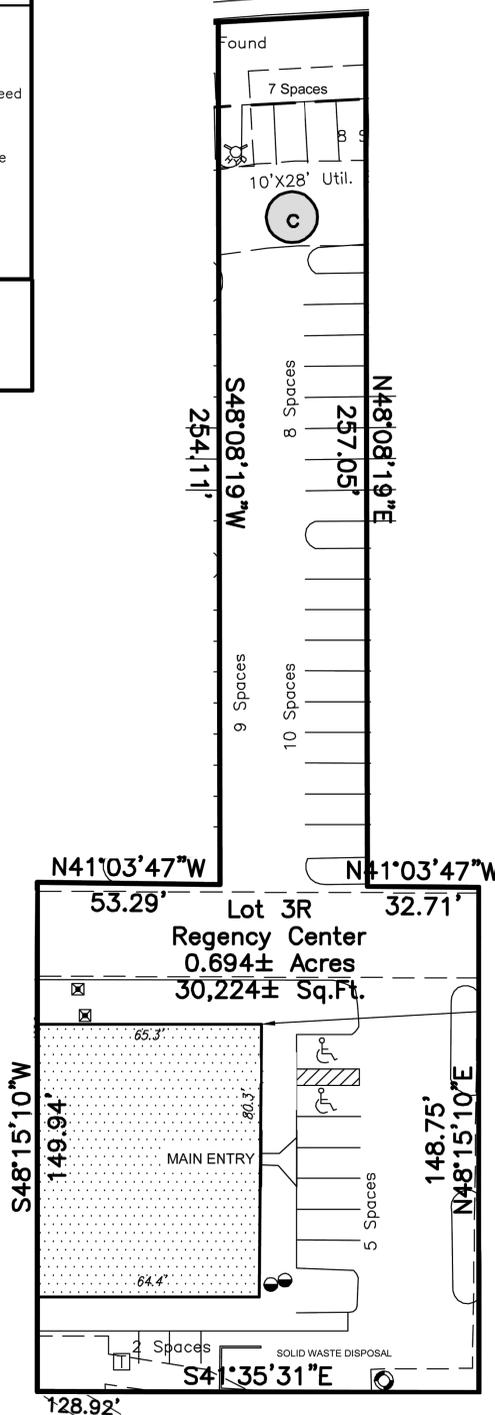
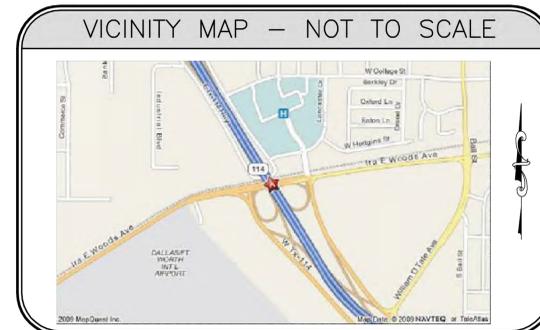
Description
MASTER SITE PLAN

Scale
 AS NOTED

SITE PLAN DATA TABLE

STATUS	ZONED - C-C COMMUNITY COMMERCIAL		STATUS
ITEM	REQUIRED	PROVIDED	CONTACT INFO:
PERMITTED USE	Commercial	Commercial	CITY OF GRAPEVINE PO Box 95104 Because there may be a need for interpretation of the applicable zoning codes, we refer you to the City of Grapevine and the applicable zoning codes.
MIN. LOT AREA	30,000 SF	30,224 SF	
MIN. SETBACKS FRONT	25'	297'	
MIN. SETBACKS SIDE	20'	63'	
MIN. SETBACKS REAR	25'	27'	
MAX. BUILDING HEIGHT	50'	22'±	
PARKING REGULAR	19	29	
PARKING HANDICAP	1	2	
PARKING TOTAL	20	31	
FAR	—	1:17	
LOT WIDTH	128'	128.92'	
LOT DEPTH	120'	405.8'	
BUILDING AREA	60%	18%	
TOTAL OPEN SPACE	20% MIN / 6,044.8 SF	2,150 SF (EXIST TO REMAIN)	
TOTAL IMPERVIOUS AREA	80% MAX / 24,179.2 SF	28,074 SF (EXIST TO REMAIN)	

State Highway 114 Variable R/W (Public)



MASTER SITE PLAN
 FOR:
UNITED DEFENSE TACTICAL
 LOT 3R, BLOCK 1, REGENCY CENTER
 CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS
 30,224 SF
 Date of Preparation: March 15, 2025

CASE NO.: CU25-08
 CASE NAME: UNITED DEFENSE TACTICAL
 LOCATION: 1505 West State Highway 114

MAYOR _____ SECRETARY _____
 DATE: _____
 PLANNING AND ZONING COMMISSION
 CHAIRMAN _____
 DATE: _____
 SHEET _____ OF _____
 APPROVAL DOES NOT AUTHORIZE WORK
 INCONFLICT WITH ANY CODES OR
 ORDINANCES.
 DEPARTMENT OF PLANNING SERVICES

THE PURPOSE OF THIS CONDITIONAL USE PERMIT CU25-08 IS TO AMEND THE PREVIOUSLY APPROVED SITE PLAN CU01-17, SPECIFICALLY TO ALLOW FOR PERSONAL SAFETY AND DEFENSE CLASSES.

LEGEND OF SYMBOLS & ABBREVIATIONS

- | | | | | | |
|----------------------|------------------------|---------------------|-----------------------|--------------------------|------------------------------------|
| N. North | ● - Bollard | ⚡ - Fire Hydrant | ⚡ - Power Pole | ⊙ - Well | ----- Easement Line |
| S. South | ○ - Cable Box | ⚡ - Gas Box | ⊙ - Sanitary Manhole | ⊙ - Water Meter | - - - - - Fence Line |
| E. East | ⊙ - Catch Basin Round | ⚡ - Gas Valve | ⊙ - Satellite Dish | ⊙ - Water Meter Pit | - - - - - Overhead Wires |
| W. West | ⊙ - Catch Basin Square | ⚡ - Gas Meter | ⊙ - Sign | ⊙ - Water Valve | - - - - - Gas Line |
| ° Degrees | ⊙ - Clean Out | ⚡ - Handicapped | ⊙ - Storm Manhole | ⊙ - Vault | - - - - - Water Line |
| ' Feet or Minutes | ⊙ - Electric Box | ⚡ - Light Pole | ⊙ - Telephone Manhole | ⊙ - Vent | - - - - - UE - Underground Utility |
| " Inches or Seconds | ⊙ - Electric Manhole | ⚡ - Monitoring Well | ⊙ - Water Box | ⊙ - Monumentation Found | - - - - - S - Sanitary Line |
| Sq. Square | ⊙ - Electric Meter | ⚡ - Gas Manhole | ⊙ - Water Manhole | ⊙ - Iron Pin To Be Set | - - - - - ST - Storm Line |
| Ft. Feet | ⊙ - Unknown Manhole | ⚡ - Gas Marker | ⊙ - Traffic Pole | ⊙ - Air Conditioner Unit | - - - - - Property Line |
| Vol. Volume | ⊙ - Curb Storm Inlet | ⚡ - Transformer | ⊙ - Storm Pipe | ⊙ - Sprinkler Head | - - - - - Building Line |
| Pg. Page | | | ⊙ - Guy Wire | ⊙ - Ground Light | - - - - - Centerline |
| O.R. Official Record | | | ⊙ - Ingress/Egress | ⊙ - Building | - - - - - Right of Way Line |
| Calc. Calculated | | | | | - - - - - Right of Way Line |
| Rec. Record | | | | | - - - - - Concrete |
| R/W Right of Way | | | | | |
| C. Centerline | | | | | |
| N/A Not Applicable | | | | | |
| N/F Now or Formerly | | | | | |

Drawn By: B.R.M. Surveyed By: B.W.
 Approved By: B.D.H. Date Drawn:
 Job No: 4201000013 Sheet: 1 of 2
 Prior Job No:

FLOOD NOTE

By graphic plotting only, this property is in Zone X of the Flood Insurance Rate Map, Community Panel No. 48439C 0115 K, which bears an effective date of September 25, 2009 and is not in a Special Flood Hazard Area. As shown on the FEMA website (<http://mca.fema.gov>) by FIRMetrix created on February 11, 2010 we have learned this community does currently participate in the program. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

Date	Description
02/28/2025	PERMIT ISSUE
03/18/2025	ADDENDUM 1 - CITY CUP COMMENTS
03/24/2025	ADDENDUM 2 - CITY CUP COMMENTS
04/04/2025	ADDENDUM 3 - CITY CUP COMMENTS

Seal / Signature



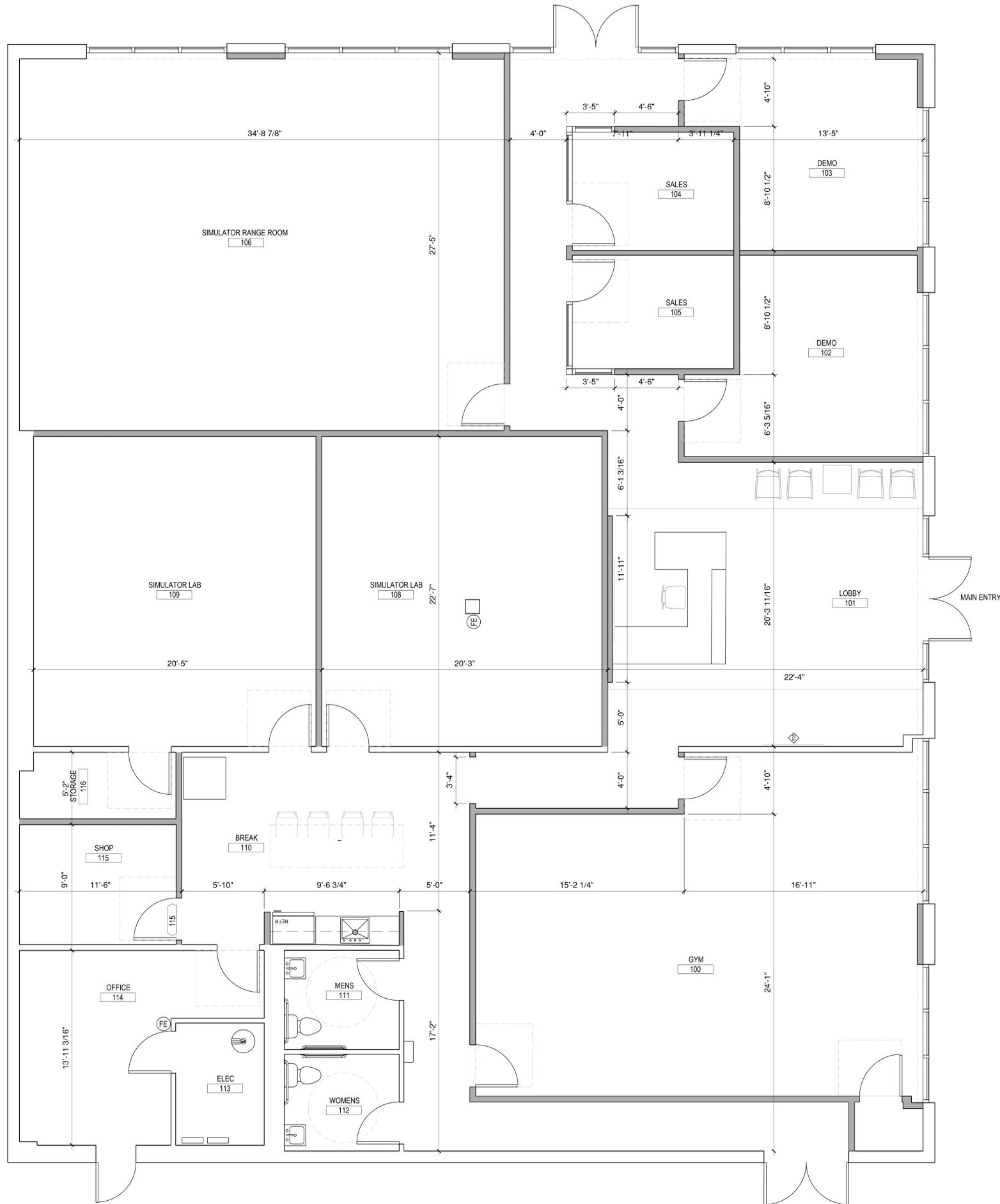
Project Name
UNITED DEFENSE TACTICAL

Project Number
255002.00

Description
SITE DIMENSION CONTROL PLAN



Scale
 AS NOTED



MASTER SITE PLAN
 FOR:
UNITED DEFENSE TACTICAL
 LOT 3R, BLOCK 1, REGENCY CENTER
 CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS
 30,224 SF
 ZONE:
 Date of Preparation: March 15, 2025

CASE NO.: CU25-08
 CASE NAME: UNITED DEFENSE TACTICAL
 LOCATION: 1505 West State Highway 114

MAYOR _____ SECRETARY _____
 DATE: _____
 PLANNING AND ZONING COMMISSION
 CHAIRMAN _____
 DATE: _____
 SHEET _____ OF _____
 APPROVAL DOES NOT AUTHORIZE WORK
 INCONFLICT WITH ANY CODES OR
 ORDINANCES.
 DEPARTMENT OF PLANNING SERVICES

THE PURPOSE OF THIS CONDITIONAL USE PERMIT
 CU25-08 IS TO AMEND THE PREVIOUSLY APPROVED
 SITE PLAN CU01-17, SPECIALLY TO ALLOW FOR
 PERSONAL SAFETY AND DEFENSE CLASSES.



Date	Description
02.28.2025	PERMIT ISSUE
03.18.2025	ADDENDUM 1 - CITY CUP COMMENTS
03.24.2025	ADDENDUM 2 - CITY CUP COMMENTS
04.04.2025	ADDENDUM 3 - CITY CUP COMMENTS

Seal / Signature



Project Name
UNITED DEFENSE TACTICAL

Project Number
255002.00

Description
FLOOR PLAN

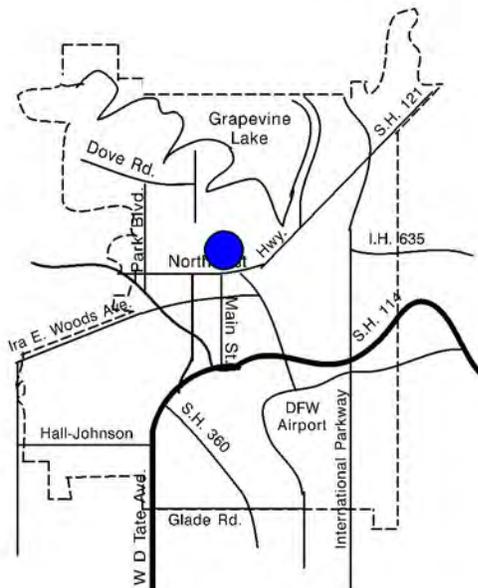
Scale
 5/16"=1'-0"

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

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
ERICA MAROHNIC, DIRECTOR, PLANNING SERVICES

MEETING DATE: APRIL 15, 2025

SUBJECT: PLANNING SERVICES TECHNICAL REPORT OF ZONE
CHANGE APPLICATION Z25-02; 619 SOUTH CHURCH STREET



APPLICANT: City of Grapevine

PROPERTY LOCATION AND SIZE:

The subject property is located at 619 South Church Street and is platted as Block 14, Lot 3C & 6A, City of Grapevine. The site contains 0.216 acre and has approximately 80 feet of frontage along South Church Street.

REQUESTED ZONE CHANGE AND COMMENTS:

The applicant is requesting to rezone 0.216 acre from "R-7.5", Single Family District to "GU", Governmental Use District.

The site currently has a 1-story, single-family dwelling. The Convention and Visitor's Bureau (CVB) acquired this property in 2019 and currently use it as the International Sister Cities Friendship Hall. The CVB intends to continue using this property for events and meetings with the Sister City Program. The CVB also intends to move the historic 1908 Winfrey House, the former office for GRACE, on to the property to be used for historic display and storage.

PRESENT ZONING AND USE:

The property is currently zoned "R-7.5", Single-Family District and is a meeting and event space.

HISTORY OF TRACT AND SURROUNDING AREA:

The subject property was zoned “C-2”, Community Business District prior to the 1984 City-wide Rezoning at which time the subject site was rezoned to “R-TH”, Townhouse District Regulations.

- On May 15, 2007, City Council approved Z07-07 (Ord. 2007-025), a city-initiated rezone from “R-TH”, Townhouse District Regulations to “R-7.5”, Single-Family Residential District.
- On August 12, 2012, City Council approved master plan amendment MP07-01 (Ord. 2007-026) to bring the, now zoned, “R-7.5”, Single-Family Residential District properties into compliance with the master plan.

SURROUNDING ZONING AND EXISTING LAND USE:

NORTH: “R-7.5”, Single-Family Residential District – Single-family dwelling

SOUTH: “GU” Governmental Use District – Convention and Visitors Bureau, museum and meeting space

EAST: “CBD”, Central Business District – Single-family dwelling/
“GU” Governmental Use District – Convention and Visitors Bureau

WEST: “R-7.5”, Single-Family Residential District – Single-family dwellings

AIRPORT IMPACT:

The subject site is not located within any of the noise zones as defined on the “Aircraft Sound Exposure: Dallas/ Fort Worth Regional Airport Environs” map.

MASTER PLAN APPLICATION:

The master plan designates the subject property as Residential Low Intensity land use. The applicant’s proposal is not compliant with the Master Plan; however, the Planning and Zoning Commission has undertaken an exercise to correct inconsistencies between the existing zoning and the property’s underlying future land use designation throughout the city and this property has been identified for potential change to its future land use designation.

THOROUGHFARE PLAN APPLICATION:

The City of Grapevine’s Thoroughfare Plan does not designate South Church Street.

//f

**ORIGINAL
TOWN OF
GRAPEVINE
16060**

CBD

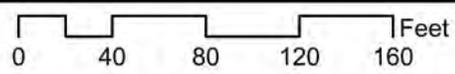
SUBJECT PROPERTY

R-7.5

**YATES &
JENKINS
47960**

**B&D MILLS
MARKET**

CBD



Z25-02; 619 South Church Street

Date Prepared: 4/2/2025

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

**ZONE CHANGE AND CONCEPT PLAN
APPLICATION AND CHECKLISTS – Non-Residential**

Subject Property Information

Current or if unplatted, proposed subdivision name(s), block(s), & lot(s)

619 SOUTH CHURCH STREET

Street frontage & distance to nearest cross street

SOUTH CHURCH STREET

Proposed Zoning

GU GOVERNMENT USE

Gross area of parcel (to nearest tenth of acre)

9,240 sq. ft.

Describe the Proposed Use

GU

Existing Zoning

R 7.5 RESIDENTIAL

Future Land Use Designation

Subject Property Address

619 SOUTH CHURCH ST.

Property Owner Information, Authorization and Acknowledgements

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

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

Any changes to a concept plan approved with a zone change request can only be approved by City Council through the public hearing process.

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

I have read and understand all of the requirements as set forth by the application for zoning change request and acknowledge that all requirements of this application have been met at the time of submittal.

Owner Name CITY OF GRAPEVINE

Company GRAPEVINE CONVENTION & VISITORS BUREAU

Address 636 SOUTH MAIN STREET

City GRAPEVINE State TX Zip Code 76051

Phone 817-454-4422 Email dklempine@grapevintexas.gov

MAR 21 2025

**ZONE CHANGE AND CONCEPT PLAN
APPLICATION AND CHECKLISTS – Non-Residential**

Project Representation (check one):

- I will represent the application myself; OR
- I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type and representation of my own volition and not at the request of the City of Grapevine.

Property Owner's Signature David Klumpin Date 3/21/25

STATE OF: Texas
COUNTY OF: Tarrant

BEFORE ME, a Notary Public, on this day personally appeared David Klumpin (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 21st day of March, 2025

Rebecca Earp Roberson
NOTARY PUBLIC in and for the State of Texas



MAR 21 2025

225-02

**ZONE CHANGE AND CONCEPT PLAN
APPLICATION AND CHECKLISTS – Non-Residential**

Project Representative Information (complete if designated by owner)

Engineer Purchaser Tenant Preparer Other (specify) _____
Name DAVID KLEMPIN Company CITY OF GRAPEVINE
Address 636 SOUTH MAIN STREET
City GRAPEVINE, TX 76051 State TX Zip Code 76051
Phone 817 454-4422 Email dklem
Applicant's Signature William David Klempin Date 3/21/25

STATE OF: Texas
COUNTY OF: Tarrant

BEFORE ME, a Notary Public, on this day personally appeared William David Klempin
(printed project representative name) the above signed, who, under oath, stated the following: "I
hereby certify that I am the applicant for the purposes of this application; that all information submitted
herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 21st day of
March, 2025



Rebecca Earp Roberson
NOTARY PUBLIC in and for the State of Texas

If the legal owner of the property is a corporation, company, partnership, or Limited Liability Company, provide a copy of a legal document attached with this application showing that the individual signing this document is a duly authorized partner, officer, or owner of said corporation, partnership, or Limited Liability Company.

For any individual or organization who consents to act as an agent for the entity for purposes of receiving any process, notice or demand:

Entity Name or File Number: _____

Provide a most recent public information report that includes:

- 1. All general partners
- 2. File Number
- 3. Registered agent name
- 4. Mailing address

(You may order a copy of a Public Information Report from open.records@cpa.texas.gov or Comptroller of Public Accounts, Open Records Section, PO Box 13528, Austin, Texas 78711 or go to <https://mycpa.cpa.state.tx.us/coa/search.do>)

MAR 21 2025
225-02

March 21, 2025

Dear City of Grapevine Planning and Zoning,

The purpose of this letter is to request the zoning for the property at 619 South Church Street (.216) acre from "R-7.5", Single-Family District be changed to "GU", Governmental Use District.

Kind regards,

A handwritten signature in blue ink, appearing to read "P. McCallum", with a long horizontal line extending to the right.

Paul W. McCallum

Executive Director,

Grapevine Convention & Visitors Bureau

MAR 21 2025

225-02

**CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS**

PLATTING VERIFICATION:

To be filled out by the Public Works & Engineering Department at time of submittal

- It has been determined that the property described below does **require platting or replatting** and the applicant has been instructed on this procedure.

- It has been determined that the property described below is **currently platted** or **does not require platting or replatting** at this time.

Address of subject property 619 S Church St

Legal description of subject property
Block 14, Lot 3C ? 6A, City of Grapevine


Public Works Department

3-25-25
Date

MAR 21 2025

225-02

ORDINANCE NO. 2025-014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS GRANTING ZONING CHANGE Z25-02 ON A TRACT OF LAND OUT OF THE LOT 3C AND 6A, BLOCK 14, CITY OF GRAPEVINE, DESCRIBED AS BEING A TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS (619 SOUTH CHURCH STREET) MORE FULLY AND COMPLETELY DESCRIBED IN THE BODY OF THIS ORDINANCE; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM "R-7.5", SINGLE FAMILY DISTRICT TO "GU", GOVERNMENTAL USE DISTRICT; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, applications were made to amend the Official Zoning Map, City of Grapevine, Texas by making applications for same with the Planning and Zoning Commission of the City of Grapevine, Texas as required by State statutes and the zoning ordinances of the City of Grapevine, Texas and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Grapevine, Texas after all legal notices, requirements, conditions and prerequisites having been complied with; and

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

effect on the promotion of health and the general welfare, effect on light and air, the effect on the transportation, water sewerage, schools, parks and other facilities; and

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

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

WHEREAS, the City Council of the City of Grapevine, Texas does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, that the zoning changes do not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and does find that the change in zoning lessens the congestion in the streets, helps secure safety from fire, panic and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and

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

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

Section 1. That the City of Grapevine Ordinance No. 82-73, being the Comprehensive Zoning Ordinance of the City of Grapevine, Texas same being also known as Appendix "D" of the City Code of Grapevine, Texas, be, and the same is hereby amended and changed by Zoning Application Z25-02 to rezone the following described property to-wit: being a 0.21 acre tract of land out of the Lot 3C and 6A, Block 14, City of Grapevine, Tarrant County, Texas (619 South Church Street), more fully and completely

described in Exhibit "A", attached hereto and made a part hereof, which was previously zoned "R-7.5" Single Family District is hereby changed to "GU" Governmental Use District, all in accordance with Comprehensive Zoning Ordinance No. 82-73, as amended.

Section 2. The City Manager is hereby directed to correct the official zoning map of the City of Grapevine, Texas to reflect the herein change in zoning.

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

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

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

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

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

Section 8. The fact that the present ordinances and regulations of the City of Grapevine, Texas, are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Grapevine, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety

and general welfare of the public which requires that this ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 15th day of APRIL, 2025.

APPROVED:

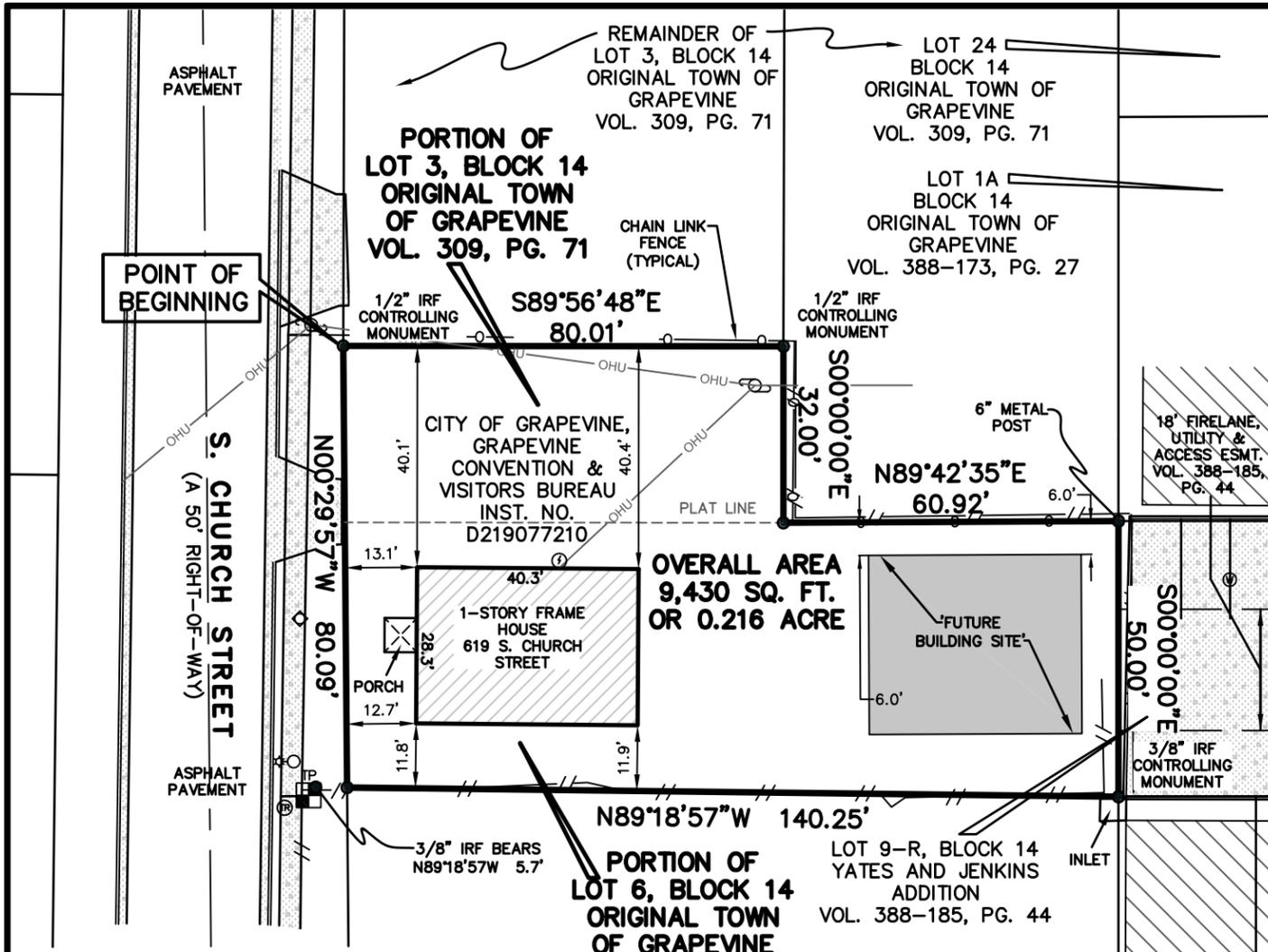
William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

Matthew C.G. Boyle
City Attorney



OWNER'S CERTIFICATE

WHEREAS CITY OF GRAPEVINE, GRAPEVINE CONVENTION & VISITORS BUREAU, is the sole owner of a 0.216 acre tract of land situated in the William Dooley Survey, Abstract No. 422, City of Grapevine, Tarrant County, Texas, and being that certain tract of land to City of Grapevine, Grapevine Convention & Visitors Bureau, by Warranty Deed, recorded in Instrument Number D219077210, Official Public Records, Tarrant County, Texas, and same being the south 32 feet and the west 80 feet of Lot 3, Block 14, and the north 50 feet of Lot 6, said Block 14, Original Town of Grapevine, an addition to Tarrant County, Texas, according to the plat thereof recorded in Volume 309, Page 71, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said City of Grapevine tract, same being the southwest corner of that certain tract of land to Charlie Moussa and Rachel Moussa, by deed recorded in Instrument Number D224095793, Official Public Records, Tarrant County, Texas, same being in the east right-of-way line of South Church Street (a 50' right-of-way);

THENCE South 89 deg. 56 min. 48 sec. East, along the common line of said City of Grapevine tract and said Moussa tract, and through the interior of said Lot 3, a distance of 80.01 feet to a 1/2 inch iron rod found for the most northerly northeast corner of the herein described tract, same being the southeast corner of said Moussa tract, same being in the west line of that certain tract of land to Glen Alan Salon LLC, by deed recorded in Instrument Number D221185320, said Official Public Records;

THENCE South 00 deg. 00 min. 00 sec. East, along the common line of said City of Grapevine tract, and said Glen Alan tract, and continuing through the interior of said Lot 3, a distance of 32.00 feet to a point for an internal corner of said City of Grapevine tract, same being the southwest corner of said Glen Alan tract, same being in the south line of said Lot 3, same being in the north line of aforesaid Lot 6;

THENCE North 82 deg. 42 min. 35 sec. East, continuing along the common line of said City of Grapevine tract, and said Glen Alan tract, and along the common line of said Lot 3, and said Lot 6, a distance of 60.92 feet to a 6 inch metal post filled with concrete for the most easterly northeast corner of said City of Grapevine tract, same being the southeast corner of said Glen Alan tract, same being the common east corner of said Lot 3 and said Lot 6, same being the most westerly northwest corner of Lot 9-R, Block 14, Yates and Jenkins Addition, an addition to the City of Grapevine, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-185, Page 44, aforesaid Plat Records, same being the southwest corner of Lot 1A, said Block 14, of Original Town of Grapevine, an addition to the City of Grapevine, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-173, Page 27, aforesaid Plat Records;

THENCE South 00 deg. 00 min. 00 sec. East, along the common line of said City of Grapevine tract, said Lot 6, and said Lot 9-R, a distance of 50.00 feet to a 3/8 inch iron rod found for the southeast corner of said City of Grapevine tract, same being the most westerly southwest corner of said Lot 9-R, same being the northwest corner of Lot 21, said Block 14, of said Original Town of Grapevine;

THENCE North 89 deg. 18 min. 57 sec. West, along the common line of said City of Grapevine tract, and through the interior of said Lot 6, a distance of 140.25 feet to a point for the southwest corner of said City of Grapevine tract, same being in the east right-of-way line of aforesaid South Church Street, from which a 3/8 inch iron rod found bears North 89 deg. 18 min. 57 sec. West, 5.7 feet;

THENCE North 00 deg. 29 min. 57 sec. West, along the west line of said City of Grapevine tract and said Lot 6, and along the east right-of-way line of said South Church Street, passing the northwest corner of said Lot 6, same being the southwest corner of aforesaid Lot 3, and continuing along the west line of said City of Grapevine tract and said Lot 3, and along the east right-of-way line of said South Church Street, a total distance of 80.09 feet to the POINT OF BEGINNING and containing 9,430 square feet or 0.216 acre of computed land, more or less.

NOTES:

1. IRF - Iron Rod Found
2. Basis of Bearing - Based on the west line (South 00 deg. 00 min. 00 sec. East) of Lot 1-A, Block 14, Original Town of Grapevine, an addition to the City of Grapevine, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-173, Page 27, Plat Records, Tarrant County, Texas.

LINETYPE TABLE

	BOUNDARY LINE
	ADJOINER LINE
	OVERHEAD SERVICE LINE
	WOOD FENCE
	CHAIN LINK FENCE
	STREET CENTERLINE

**ZONING EXHIBIT FOR
619 CHURCH STREET**
BEING THAT CERTAIN TRACT OF LAND TO CITY OF GRAPEVINE, GRAPEVINE CONVENTION & VISITORS BUREAU, BY WARRANTY DEED, RECORDED IN INSTRUMENT NUMBER D219077210 BEING IN THE WILLIAM DOOLEY SURVEY, ABSTRACT NO. 422
CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS
0.216 ACRES OR 9,430 SQUARE FEET

EXISTING ZONING: "R-7.5", SINGLE FAMILY DISTRICT
PROPOSED ZONING: "GU" GOVERNMENTAL USE DISTRICT
MARCH 26, 2025

Case Name: 619 Church Street
Case Number: Z25-02
0.216 Acres out of the William Dooley Survey, Abstract No. 422

Mayor _____ Secretary _____
Date: _____
Planning and Zoning Commission
Chairman _____ Date _____

Sheet Number: 1 of 1

Approval does not authorize any work in conflict with any codes or ordinances.
Planning Services Department

Site Plan Data Summary Table

Item	Required	Provided
General Site data		
Zoning (from zoning map)	R-7.5	GU
Land Use (from Zoning Ordinance; include all applicable uses)	CVB Hall	CVB Hall
Total Lot Area (square feet and acres)	SQFT	9,430 sq. ft.
Total Building Area (square feet)	60%	2,398 sq. ft. / 25%
Building Height (feet/# stories)		50 FT/ 1 story

REMAINDER OF LOT 6, BLOCK 14 ORIGINAL TOWN OF GRAPEVINE VOL. 309, PG. 71

LOT 9-R, BLOCK 14 YATES AND JENKINS ADDITION VOL. 388-185, PG. 44

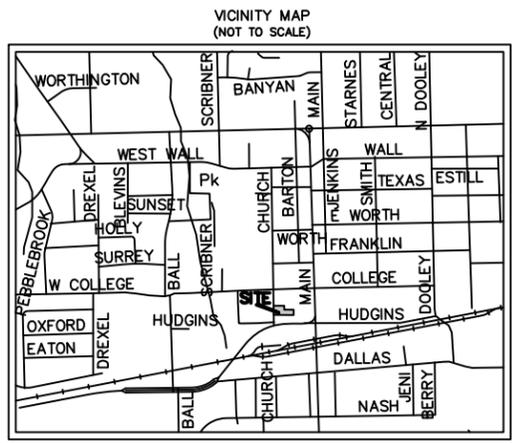
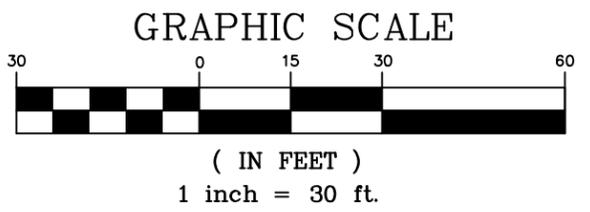
LOT 21, BLOCK 14 ORIGINAL TOWN OF GRAPEVINE VOL. 309, PG. 71

LEGEND

	LIGHT POLE
	CONCRETE
	TRAFFIC SIGNAL BOX
	COVERED AREA
	WATER METER
	ELECTRIC METER
	TELEPHONE PEDESTAL
	POWER POLE

OWNER
CITY OF GRAPEVINE, GRAPEVINE CONVENTION & VISITORS BUREAU
636 SOUTH MAIN STREET
GRAPEVINE, TARRANT COUNTY, TEXAS 76051

The purpose of Z25-02 is to rezone 0.216 acres from "R-7.5" Single Family District to "GU" Governmental Use District.



JOB NO.:	19-0402
DATE:	3/26/2025
FIELD DATE:	4/12/2019
SCALE:	1" = 30'
FIELD:	N.T.K.
DRAWN:	J.M.N.
CHECKED:	T.R.M.

**PEISER & MANKIN
SURVEYING, LLC**

www.peisersurveying.com FIRM No. 100999-00
1612 HART STREET
SUITE 201
SOUTHLAKE, TEXAS 76092
817-481-1806 (O)
tmankin@peisersurveying.com

Member Since 1977

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

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
ERICA MAROHNIC, DIRECTOR, PLANNING SERVICES

MEETING DATE: APRIL 15, 2025

SUBJECT: ZONE CHANGE Z24-01 AND CONDITIONAL USE APPLICATION
CU24-09; GRAPEVINE WINE HOUSE

RECOMMENDATION:

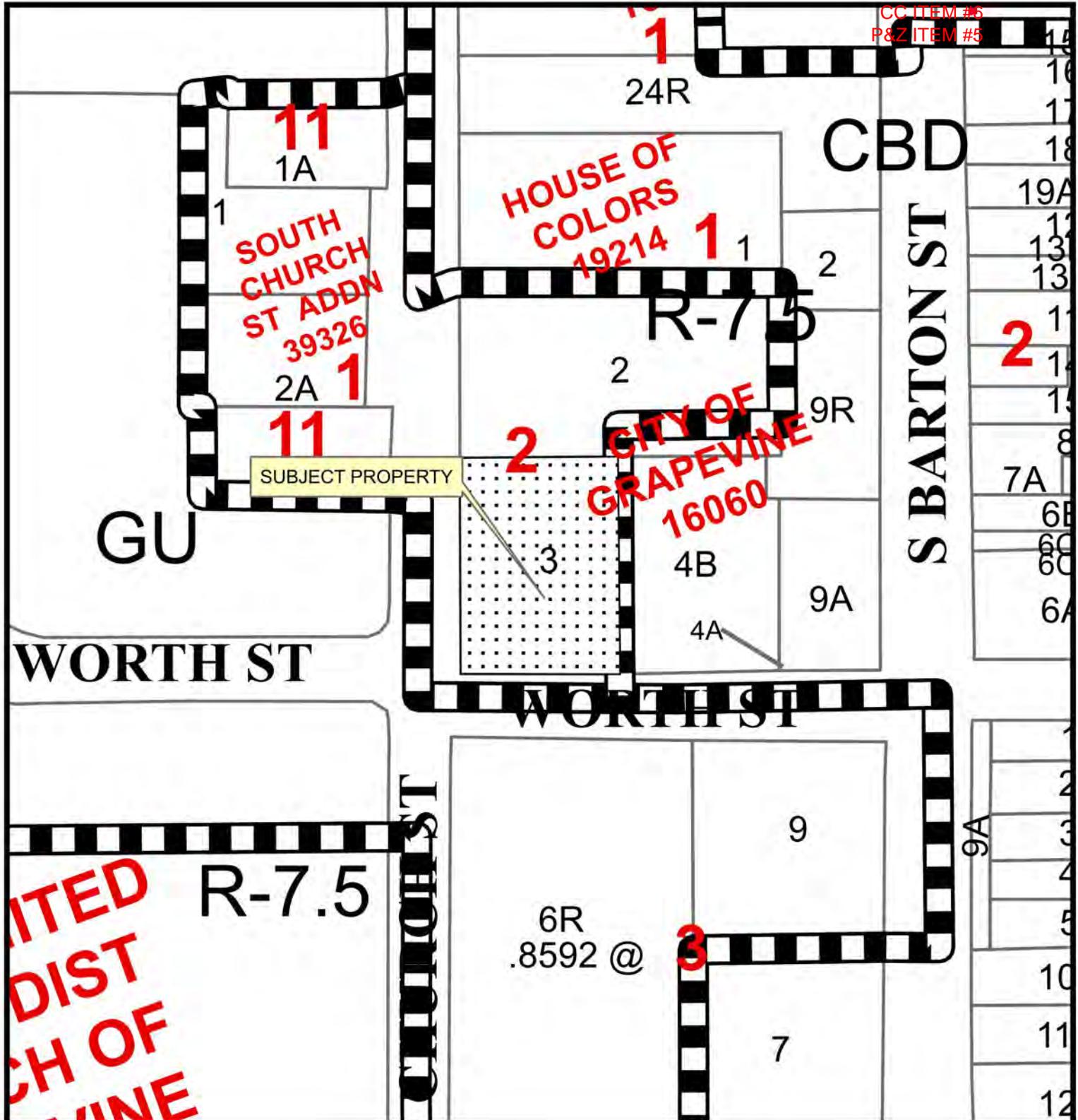
Staff recommends the Planning and Zoning Commission and City Council accept the applicant's request to withdraw Zone Change application Z24-01, and Conditional Use application CU24-09 without prejudice, and take any other necessary action.

BACKGROUND:

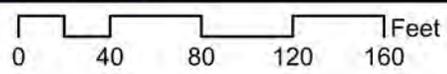
The request is to rezone 0.23 acre from "R-7.5", Single Family District to "CBD", Central Business District. The applicant is also requesting a conditional use permit to allow the possession, storage, and retail sale of alcoholic beverages (wine only) for on- and off-premise consumption, in conjunction with a wine-tasting room.

The applicant now requests to withdraw the requests without prejudice. The intention is to continue working on this proposal for the subject site. Please see the attached letter for further details.

/at



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**Z24-01/ CU24-09; Wine House
218 West Worth Street**

Date Prepared: 4/2/2025

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

Lindsay Flores

From: Robert Davenport [REDACTED]
Sent: Thursday, April 10, 2025 2:46 PM
To: Albert Triplett; Lindsay Flores
Cc: Robert & Suzanne Davenport
Subject: GV Wine House Withdrawal Statement

*** EXTERNAL EMAIL COMMUNICATION - PLEASE USE CAUTION BEFORE CLICKING LINKS
AND/OR OPENING ATTACHMENTS ***

Albert,

Please withdrawal our application for the CDU and requested zoning change for our property located at 218 W
Worth Street.

We will maintain contact and keep you advised of changes for the future.
Thank you for your assistance.

Robert & Suzanne Davenport
Grapevine Wine House LLC

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

MEETING DATE: APRIL 15, 2025

SUBJECT: APPROVAL OF CHANGE ORDER WITH RLM EARTHCO FOR SETTLERS PARK PHASE 1

RECOMMENDATION: City Council to consider approval of a Change Order for the construction of an additional 1,300 +/- linear feet of 8-foot paved trail at Settlers Park with RLM EarthCoand; approve the acceptance of an associated Trail Easement, City of Grapevine Permanent Hike, Bike and Pedestrian Trail Easement with Temporary Construction Easement; and take any necessary action..

FUNDING SOURCE: Upon approval, an amount not to exceed \$798,593 will be available from the Tax Increment Fund #1.

BACKGROUND: Settlers Park is located in the northern section of Grapevine just west of State Highway 26 and north of Bass Pro Court. The Park encompasses 15.8± acres of which 6.2 acres is a spring fed pond surrounded by mature woodlands. The land was dedicated by Grapevine Equity partners, LLC in 2020.

Phase 1 improvements include a multi-purpose concrete trail along the west shoreline of the pond, boardwalk, fishing pier, pavilion, nature trails, interpretive signage, program signage, restroom facility, and parking. The opportunity to extend the multi-purpose concrete trail on the east shoreline of the pond is now possible with a proposed trail easement across the DFW Hilton property. The addition of 1,300 linear foot of trail requires a Change Order in an amount not to exceed \$798,593 to the existing Settlers Park Phase 1 contract with RLM EarthCo. The trail extension will include earthwork, drainage culverts, stone faced retaining walls, concrete paving, and railing in addition to the demolition of the existing aging asphalt path and retaining walls. The amount of the change order is not to exceed \$798,593 funded by the Tax Increment Fund #1.

Construction will begin immediately and is anticipated to last 90 days.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: APRIL 15, 2025

SUBJECT: APPROVAL OF AN ORDINANCE REAPPOINTING ALAN WAYLAND AS MUNICIPAL COURT JUDGE

RECOMMENDATION: City Council to consider an ordinance reappointing Judge Alan Wayland as the City's Municipal Court Judge for a two-year term beginning May 1, 2025.

FUNDING SOURCE: Funds are available in the General Fund (Fiscal Services)

BACKGROUND: Prior to September 1, 1999, the operation of the municipal court was governed by Section 30.01011 of the Texas Government Code. The municipal judge was required to be elected for a term of not less than two years or more than four years as determined by city ordinance.

Upon passage of House Bill 731, effective September 1, 1999, the Texas Legislature repealed this law and replaced it with the Uniform Municipal Courts of Record Act (Section 30.00001 Government Code), which now governs all Texas Municipal Courts of Record. Under this law, which supersedes any city ordinance or charter provision, the city council must appoint by ordinance the municipal judge and provide for a definite term of either two or four years.

Judge Alan Wayland has served as the municipal judge since 2015 and he meets the qualifications for judge as required in Section 30.01014 Government Code.

The municipal judge is included as one of the City's employment positions which is appointed by the City Council. As with similar appointees, pay and benefits are established by the City Council each year during the approval of the fiscal year budget.

Staff recommends the reappointment of Judge Alan Wayland as the City's municipal judge for another two-year term.

ORDINANCE NO. 2025-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, APPOINTING ALAN WAYLAND AS THE MUNICIPAL COURT JUDGE FOR A TWO (2) YEAR TERM; PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine City Council wishes to reappoint the current Municipal Court Judge, the Honorable Alan Wayland, for an additional two (2) year term, commencing on May 1, 2025; 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 in the preamble are found to be true and correct and are incorporated herein for all purposes.

Section 2. That the City Council of the City of Grapevine, Texas, hereby reappoints Alan Wayland to serve a two (2) year term as Municipal Court Judge, commencing on the 1st day of May, 2025.

Section 3. That the public importance of this measure creates an emergency and an imperative public necessity, and this ordinance shall take effect and be in full force and effect immediately upon its passage; and all ordinance and/or charter rules requiring ordinances to be considered and passed at more than one meeting or session are hereby dispensed with for the purpose of adopting this ordinance as an emergency ordinance, and this ordinance shall take effect and be in force and effect from and after its final passage, as provided by the Charter of the City.

Section 4. That it is hereby declared to be the intention of the City Council of the City of Grapevine, that sections, paragraphs, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the City Council of the City of Grapevine without

the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, on the 15th day of April, 2025.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

Matthew C.G. Boyle
City Attorney

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: APRIL 15, 2025

SUBJECT: APPROVAL OF CONTRACTS FOR ALTERNATE MUNICIPAL COURT JUDGES

RECOMMENDATION: City Council to consider approval of the contracts to reappoint Brad Bradley and Gilland Chenault as Alternate Municipal Judges to substitute in the temporary absence of the presiding judge.

FUNDING SOURCE: Funds are available in the General Fund (Fiscal Services)

BACKGROUND: The Grapevine Municipal Court of Record statute, Section 30.01011 Government Code, and Section 8-2(c) of the Grapevine Code of Ordinances, provide for City Council appointment of one or more qualified persons to serve in the temporary absence of the presiding judge.

Brad Bradley has served as First Alternate Judge since 1993 and also serves as Presiding Judge in the City of Haslet and the Town of Westlake.

Gilland Chenault has served as Second Alternate Judge since 2024, is a practicing attorney, serves as the Presiding Judge for the City of Corinth, and is an associate judge in multiple cities in Denton County.

Staff recommends approval

CONTRACT FOR APPOINTMENT OF
ALTERNATE MUNICIPAL JUDGE
FOR THE CITY OF GRAPEVINE, TEXAS

The City of Grapevine, Texas, in accordance with Section 8-2(c) of the Code of Ordinances of the City of Grapevine, by this instrument hereby enters into a contract with Brad Bradley for appointment as Alternate Municipal Judge of the City of Grapevine, Texas.

The tenure of this appointment shall be (2) two years from the date of said signed contract. However, the Alternate Judge of the Municipal Court may be removed by a majority vote of the City Council for incompetency, corruption, misconduct or malfeasance in office, after due notice and an opportunity to be heard in his defense. Also, following due procedure, the Alternate Judge of the Municipal Court may be removed from office by City Council resolution declaring a lack of confidence in the Judge.

Said Alternate Municipal Judge shall perform the duties of the Municipal Judge when the Municipal Judge is temporarily unavailable to perform his duties.

Moreover, the Alternate Municipal Judge shall each year satisfy the annual continuing judicial education requirements of the Court of Criminal Appeals, pursuant to Texas Government Code Chapter 56, without compensation or reimbursement for such certification from the City of Grapevine.

The Alternate Judge shall be compensated \$60.00 per arraignment, \$85.00 per warrant, and \$360.00 per docket for services rendered by him on behalf of the City of Grapevine, Texas as documented by the Court Administrator.

This contract is made and entered into by and between the City of Grapevine, Texas and Brad Bradley, and shall be effective immediately upon its execution.

Signed this the _____ day of _____, 2025.

City of Grapevine, Texas

By: _____
Brad Bradley
Alternate Municipal Judge

By: _____
Bruno Rumbelow
City Manager

ATTEST:

Tara Brooks
City Secretary

APPROVED:

Matthew C.G. Boyle
City Attorney

CONTRACT FOR APPOINTMENT OF SECOND
ALTERNATE MUNICIPAL JUDGE
FOR THE CITY OF GRAPEVINE, TEXAS

The City of Grapevine, Texas, in accordance with Section 8-2(c) of the Code of Ordinances of the City of Grapevine, by this instrument hereby enters into a contract with Gilland Chenault for appointment as Second Alternate Municipal Judge of the City of Grapevine, Texas.

The tenure of this appointment shall be (two) two years from the date of said signed contract. However, the Alternate Judge of the Municipal Court may be removed by a majority vote of the City Council for incompetency, corruption, misconduct or malfeasance in office, after due notice and an opportunity to be heard in his defense. Also, following due procedure, the Second Alternate Judge of the Municipal Court may be removed from office by City Council resolution declaring a lack of confidence in the Judge.

Said Second Alternate Municipal Judge shall perform the duties of the Municipal Judge when the Municipal Judge is temporarily unavailable to perform his duties.

Moreover, the Second Alternate Municipal Judge shall each year satisfy the annual continuing judicial education requirements of the Court of Criminal Appeals, pursuant to Texas Government Code Chapter 56, without compensation or reimbursement for such certification from the City of Grapevine.

The Second Alternate Judge shall be compensated \$60.00 per arraignment, \$85.00 per warrant and \$360.00 per docket for services rendered by him on behalf of the City of Grapevine, Texas as documented by the Court Administrator.

This contract is made and entered into by and between the City of Grapevine, Texas and Gilland Chenault, and shall be effective immediately upon its execution.

Signed this the _____ day of _____, 2025.

City of Grapevine, Texas

By: _____
Gilland Chenault
Alternate Municipal Judge

By: _____
Bruno Rumbelow
City Manager

ATTEST:

Tara Brooks
City Secretary

APPROVED:

Matthew C.G. Boyle
City Attorney

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}

MEETING DATE: APRIL 15, 2025

SUBJECT: ANNUAL CONTRACT FOR INTERACTIVE VOICE RESPONSE SYSTEM (IVR) FOR THE UTILITY BILLING DEPARTMENT

RECOMMENDATION: City Council to consider approval for the renewal of an annual contract for interactive voice response system with DivDat, Inc. for the Utility Billing Department.

FUNDING SOURCE: Funds are available in the Utility Enterprise Fund for an estimated amount of \$19,000.

BACKGROUND: The Utility Billing Department currently maintains an interactive voice response system (IVR). This system enables residents to monitor their account balances and make electronic payments toward their account balance 24 hours a day.

This procurement was made as a sole source in accordance with Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a)(7)(A). DivDat, Inc. is the sole source provider for interactive voice response system. The City has utilized DivDat, Inc. in the past with positive results.

The Utility Billing and Purchasing Departments reviewed the contract for specification compliance and pricing and determined that the contract would provide the best service and pricing for meeting the needs of the City. The contract was for an initial one-year period with four one-year renewal options. If approved, this will be the third available renewal.

Staff recommends approval.

RC/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}

MEETING DATE: APRIL 15, 2025

SUBJECT: PURCHASE OF EMS REPORTING LICENSE AND RECORD MANAGEMENT SYSTEM

RECOMMENDATION: City Council to consider approval of a sole source purchase of EMS reporting license and record management system from Imagetrend for the Fire Department.

FUNDING SOURCE: Funds are available in the General Fund (Fire Department) for an amount not to exceed \$17,766.

BACKGROUND: This purchase is required to renew the contract with Imagetrend for the Fire Department. This system collects and maintains all of the records for the Department's Emergency Medical Service and complies with HIPPA regulations. Imagetrend also sends the billing information to the collection partner and makes reports for analysis.

The purchase of EMS reporting license and record management system will be made as a sole source purchase from Imagetrend in accordance with Local Government Code Chapter 252, Subchapter B, §252.022. General Exemptions (a)(7)(3).

Staff recommends approval.

JS/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: APRIL 15, 2025

SUBJECT: PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT FOR THE FIRE DEPARTMENT

RECOMMENDATION: City Council to consider approval for the purchase of personal protective equipment from North America Fire Equipment Company, Inc. (NAFECO) for the Fire Department.

FUNDING SOURCE: Funds are available in the General Fund (Fire Department) for an amount not to exceed \$23,844.

BACKGROUND: This purchase is to replace expiring structural firefighting gear, as mandated by the Texas Commission on Fire Protection, and provide new members with two sets of protective gear and other related personal protective equipment.

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

Bids were taken by the Cooperative and a contract was awarded to NAFECO. The Fire 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

SG/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: APRIL 15, 2025

SUBJECT: RENEWAL OF ANNUAL CONTRACT FOR VETERINARY MEDICAL CARE

RECOMMENDATION: City Council to consider the renewal of the purchase of annual services for veterinary medical care from Relief Services for Veterinary Practices, RSVP Services, LLC. for the Police Department, Animal Services Division.

FUNDING SOURCE: Funds are available in the General Fund (Police-Animal Services) for an annual estimated amount of \$240,000.00.

BACKGROUND: This purchase is of veterinary medical care services for shelter animals to be performed at the Animal Shelter. The services include sterilization, vaccination, testing, examinations, procedures, medication, grooming, and other surgical services. The services provide for the presence of a Texas licensed veterinarian and a veterinary technician to be present at the Animal Shelter, attending sheltered animals.

This procurement of veterinary medical care of the shelter animals for sterilization, vaccination, testing, examinations, procedures, medication, grooming, and other surgical services will be made as a professional service purchase from Relief Services for Veterinary Practices, RSVP Services, LLC., in accordance with Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a) (4). Additional annual renewals will be based on veterinary medical care performance of the vendor.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}

MEETING DATE: APRIL 15, 2025

SUBJECT: PURCHASE OF 14 PASSENGER VAN FOR THE PARKS DEPARTMENT

RECOMMENDATION: City Council to consider approval for the purchase of a 14 passenger van from Model 1 Commercial Vehicles for the Parks and Recreation Department.

FUNDING SOURCE: Funds are available in the Capital Equipment Purchase Fund and the Permanent Capital Maintenance Fund for an amount not to exceed \$80,369.

BACKGROUND: This purchase is for a 2024 Ford Transit 350 Forest River passenger van for Parks and Recreation Department using HGAC contract to replace unit #12217 due to collision damage resulting in total loss.

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 Model 1 Commercial Vehicles. The Public Works and Purchasing staff reviewed the contracts for departmental specification compliance and pricing and determined that the contracts would provide the best products and pricing for meeting the needs of the City.
Staff recommends approval

RB/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}

MEETING DATE: APRIL 15, 2025

SUBJECT: PURCHASE OF PAVEMENT MARKING SERVICES

RECOMMENDATION: City Council to consider an annual contract for the purchase of pavement marking services with Road Master Striping, LLC for the Public Works Department.

FUNDING SOURCE: Funds are available in the Capital Projects Streets Fund and the Permanent Capital Maintenance Fund for estimated amount of \$250,000.

BACKGROUND: The purpose of this contract is to establish fixed pricing for pavement marking services for the Public Works Department on an as-needed basis. The Public Works Department and Purchasing reviewed the contract for specification compliance and pricing and determined that this contract would provide the best service and pricing for meeting the needs of the City.

Purchases will be made as required and in accordance with an interlocal agreement with the City of Allen, Texas as allowed by the Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791.

The City of Allen, Texas solicited bids on RFB #2024-11-21, Annual Contract for Pavement Marking Services from which they awarded a contract to Road Master Striping, LLC on March 4, 2024, and the pricing submitted was fair and reasonable. The contract was for an initial one-year period with three one-year renewals available.

Staff recommends approval.

LJ/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BZ}

MEETING DATE: APRIL 15, 2025

SUBJECT: RENEWAL OF ANNUAL CONTRACTS FOR RFB 21-24 FOR CONCRETE SERVICES

RECOMMENDATION: City Council to consider approval of the renewal of the annual contracts for concrete services with Manning Concrete Sawing, CI Pavement, and Cut-Mor Concrete Services LLC for the Public Works Department.

FUNDING SOURCE: Funds are available in the Permanent Capital Maintenance Fund and the Storm Drainage Fund for an annual estimated amount of \$900,000.

BACKGROUND: The purpose of this contract is to establish fixed, indefinite quantity, annual pricing for concrete services primarily for the Public Works department.

The City of Grapevine solicited a "Request for Bids" 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 one-year renewal options available. If approved, this will be the first renewal option.

Staff recommends approval.
KH/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}

MEETING DATE: APRIL 15, 2025

SUBJECT: PURCHASE OF AUTOMATIC SLUDGE BLANKET SENSOR FOR WASTE WATER TREATMENT PLANT

RECOMMENDATION: City Council to consider approval for the purchase of an automatic sludge blanket sensor for the Wastewater Treatment Plant from Cerlic Controls for the Public Works Department.

FUNDING SOURCE: Funds are available in the Utility Enterprise Fund for a total amount not to exceed \$23,705.

BACKGROUND: This purchase is for a Cerlic automatic sludge blanket sensor for the Wastewater Treatment Plant. This instrument will allow for remote and automatic monitoring of treatment plant clarifiers to further optimize plant operations and automations.

This procurement will be made as a sole source in accordance with the Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a)(7)(A). Cerlic Controls, Inc. is the sole source provider in the North Texas region.

Staff recommends approval

JH/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BK}

MEETING DATE: APRIL 15, 2025

SUBJECT: PURCHASE AND MAINTENANCE OF LAB EQUIPMENT, CHEMICALS, MONITORING AND FLOW MEASUREMENT EQUIPMENT FOR WATER AND WASTEWATER TREATMENT SYSTEM

RECOMMENDATION: City Council to consider approval for the purchase of lab equipment, chemicals, monitoring and flow measurement equipment, and maintenance for the water and wastewater treatment system from the HACH Company for the Public Works Department.

FUNDING SOURCE: Funds are available in the Utility Enterprise Fund for a total amount not to exceed \$80,000.

BACKGROUND: These purchases are for lab equipment, chemicals, reagents and maintenance. HACH Company is the only company to make and source all the equipment needed for many of our permitted tests for both water and wastewater. The testing and sampling requirements are not optional and are key to proper plant operation and permit regulation.

There are no other recognized or authorized sources to purchase HACH-branded instrumentation and chemistry products. Service isn't performed or available by any recognized company, and unauthorized repairs will void the warranty on existing equipment. These products from HACH are fully integrated into the daily water and wastewater plant operations and are only available from HACH.

These procurements will be made as a sole source in accordance with Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a)(7)(A HACH Company is the sole source providers for these types of lab equipment, monitoring and flow measurement equipment.

Staff recommends approval.

KC/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}

MEETING DATE: APRIL 15, 2025

SUBJECT: PURCHASE OF AN EDI DIFFUSER SYSTEM FOR THE WASTEWATER TREATMENT PLANT

RECOMMENDATION: City Council to consider approval for the purchase of an EDI diffuser system for the Wastewater Treatment Plant from Newman Regency Group for the Public Works Department.

FUNDING SOURCE: Funds are available in the Utility Enterprise Fund for a total amount not to exceed \$30,616.

BACKGROUND: This purchase is for an EDI diffuser system for the press holding tank at the Wastewater Treatment Plant. The existing diffuser system has reached its end of life and has had multiple failures. This system is critical for adequate tank mixing to maintain plant dewatering operations. Dewatering is one of the final treatment stages where solids are removed, dried, and transported to the landfill.

This procurement will be made as a sole source in accordance with the Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a)(7)(A). Newman Regency Group is the documented sole source provider in the North Texas region.

Staff recommends approval

JH/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: APRIL 15, 2025

SUBJECT: PURCHASE OF A FLYGT MODEL SUBMERSIBLE PUMP FOR THE OPRYLAND LIFT STATION

RECOMMENDATION: City Council to consider approval for the purchase of a 60hp Flygt submersible pump for the Opryland Lift Station from Xylem Water Solutions, Inc. for the Public Works Department.

FUNDING SOURCE: Funds are available in the Utility Enterprise Fund for a total amount not to exceed \$55,850.

BACKGROUND: This purchase is for a replacement 60hp Flygt submersible pump for the Opryland lift station. The existing pump has failed and must be replaced.

This procurement will be made as a sole source from Xylem Water Solutions, Inc. in accordance with Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a)(7)(A).

Staff recommends approval

DR/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}

MEETING DATE: APRIL 15, 2025

SUBJECT: APPROVAL OF ELECTION SERVICES CONTRACT

RECOMMENDATION: City Council to consider approval of a Joint Election Agreement to provide election services and equipment for the May 3, 2025 General Election with the Tarrant County Elections Administrator.

FUNDING SOURCE: Funding for election expenditures is currently available in the General Fund (City Secretary) in an estimated amount of \$16,416.

BACKGROUND: On February 4, 2025, City Council called a General Election to be held on May 3, 2025 for the purpose of electing Council Members to Places 3 and 4.

As allowed, by the Texas Election Code, Section 271.002, the City may contract with Tarrant County to provide election services and equipment for the election.

The attached contract stipulates the following:

- Tarrant County will supply all required voting equipment and personnel for the early voting polling sites and election day sites.
- The Tarrant County Elections Administrator is designated as the Early Voting Clerk and will manage the early voting sites and accept and process Ballots by Mail.
- Tarrant County will appoint the Early Voting Ballot Board and Signature Verification Committee.
- Tarrant County will be responsible for establishing and operating the central and remote counting stations and will prepare and deliver timely election results.
- The Tarrant County Elections Administrator is appointed as the custodian of the voted ballots and records of the joint election.

By contracting with Tarrant County, Grapevine voters will be able to vote at any polling location in the County during early voting and on election day.

Costs of the election will be divided among all the participating entities. In the past, the costs were calculated by the number of polling locations used by each entity. This year, Tarrant County has changed their calculation, and is using the registered voters participating in the election per entity. Therefore, the amount listed in the agreement is an estimate only. The final amount will be determined following the election.

TAB

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Tarrant County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Tarrant County:

ALEDO ISD	CITY OF ROANOKE
ARLINGTON ISD	CITY OF SAGINAW
AZLE ISD	CITY OF SANSOM PARK
CASTLEBERRY ISD	CROWLEY ISD
CITY OF ARLINGTON	EAGLE MOUNTAIN-SAGINAW ISD
CITY OF BEDFORD	FORT WORTH ISD
CITY OF COLLEYVILLE	GODLEY ISD
CITY OF EULESS	GRAPEVINE-COLLEYVILLE ISD
CITY OF EVERMAN	HURST-EULESS-BEDFORD ISD
CITY OF FOREST HILL	KELLER ISD
CITY OF FORT WORTH	KENNEDALE ISD
CITY OF GRAND PRAIRIE	LEWISVILLE ISD
CITY OF GRAPEVINE	MANSFIELD ISD
CITY OF HALTOM CITY	NORTHWEST ISD
CITY OF HASLET	TARRANT REGIONAL WATER
CITY OF KELLER	TARRANT COMMUNITY COLLEGE
CITY OF KENNEDALE	TOWN OF EDGECLIFF VILLAGE
CITY OF MANSFIELD	TOWN OF FLOWER MOUND
CITY OF NORTH RICHLAND HILLS	TOWN OF TROPHY CLUB
CITY OF RICHLAND HILLS	WHITE SETTLEMENT ISD

The Tarrant County Elections Administrator and the political subdivisions mentioned above may be collectively referred to as "Parties" or individually as a "Party".

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 3, 2025 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each Participating Authority listed above plans to hold a general and/or special election on May 3, 2025. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be June 7, 2025.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.7), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as "Entities" or "Participating Authority(ies)", desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County's elections

services through the Elections Administrator's office, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of law and of this contract.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the Parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a joint election with each other ("Joint Election") in accordance with Chapter 271 of the Texas Election Code and this Agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Each Participating Authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary. Legal advice to or legal representation of the Entities/Political Subdivisions/Participating Authorities by the Election Administrator's office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this Contract.

Each Participating Authority agrees to adopt the Verity Voting System v. 2.7, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The Participating Authorities shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including translation to languages other than English, including (but not necessarily limited to), as required by law, Spanish and Vietnamese. Each Participating Authority shall provide a copy of their respective election orders and notices to the Tarrant County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this Agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected Participating Authorities. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in Attachment A.

If polling places for the May 3, 2025 joint election are different from the polling place(s) used by a Participating Authority in its most recent election, the authority agrees to post a notice no later than May 3, 2025 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 3, 2025 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each Participating Authority agrees to assist in recruiting polling place officials who are bilingual [(fluent in both English and Spanish) and (fluent in both English and Vietnamese)]. In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic or Vietnamese population as determined by the most recent Census used for such determinations shall have one or more election officials who are fluent in both English and Spanish, or both English and Vietnamese, as applicable. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the Participating Authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for interpretation and translation services as needed at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the judge of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Tarrant County pursuant to Texas Election Code Section 32.091 or other law applicable to compensation for the election-related work. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on Election Day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Tarrant County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), College District, and other political subdivisions.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election, as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The Participating Authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Tarrant County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Tarrant County Elections Administrator or any Participating Authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The Elections Administrator will be responsible for managing the Annual Ballot by Mail voters for whom the Elections Administrator has received an Application for Ballot by Mail, including maintaining and making available the early voting roster information in conformance with Section 87.121 of the Texas Election Code. Upon request of a participating authority, the Early Voting Clerk will promptly make all information contained within the early voting roster available for inspection by the participating authority, including the information maintained under Section 87.121(f). The Participating Authorities understand that, as specified in section 87.121, information on the roster for a person to whom an early voting mail ballot has been sent is not available for public inspection, except to the voter seeking to verify that the information pertaining to the voter is accurate, until the first business day after election day.

In addition to making the information on the roster for a person who votes an early voting ballot by personal appearance available for public inspection not later than the beginning of the regular business hours on the day after the date the information is entered on the roster, the Elections Administrator shall post on the county website each Participating Authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 10:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

The Elections Administrator shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots. The EVBB appointees are listed in Attachment C.

The Elections Administrator shall determine whether a Signature Verification Committee (SVC) is necessary, and if so, shall appoint the members as listed on Attachment C.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central and remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Agreement.

The Participating Authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the central counting station officials as listed in Attachment C.

The Counting Station Manager or his/her representative shall deliver timely cumulative reports of the election results as precinct report to the central and remote counting stations and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station or by electronic distribution and by posting to the Tarrant County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Tarrant County's voting equipment will not be released to the Participating Authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted and will deliver a copy of these unofficial canvass reports to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each Participating Authority unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

Each Participating Authority with territory containing population outside Tarrant County agrees that the Elections Administrator shall administer only the Tarrant County portion of those elections.

X. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this Agreement shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three (3) business days after the original election, not counting election day.

Each Participating Authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 3, 2025 election.

Each Participating Authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 7, 2025.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Participating Authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the number of registered voters in each Participating Authorities' territory and is determined by adding together the overall expenses and dividing the expenses among the Participating Authorities on a pro-rata basis dependent on the number of registered voters in each Participating Authority's jurisdiction that are participating in the election.

Costs for Voting by Personal Appearance shall be allocated based upon the actual costs associated with each voting site. Each Participating Authority shall be responsible for a pro-rata portion of the actual costs associated with each voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each Participating Authority's voters.

Participating Authorities having the majority of their voters in another county, and fewer than 700 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of \$500 for election expenses. There is a minimum \$500 per election charge.

Each Participating Authority agrees to pay the Tarrant County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs (but not less than \$ 75.00) in accordance with Section 31.100(d) of the Texas Election Code.

The Tarrant County Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

Cost schedule and invoicing.

A cost estimate for the services, equipment, and supplies provided by the Elections Administrator for the election and the runoff election is shown below and in section XII of this Agreement. This cost estimate shall serve as the cost schedule agreed upon by the contracting Parties, as referenced in Section 31.093(a), Texas Election Code.

As soon as reasonably possible after the election or the runoff election, the Elections Administrator will submit an itemized invoice to each Party: (i) for the actual expenses he/she incurred as described above and (ii) for the Elections Administrator's fee as described above. The invoice shall reflect any advance monies paid and any direct payments made. The Elections Administrator will use his/her best efforts to submit the invoice within thirty (30) days after the election or within ten (10) days after the runoff election.

The Elections Administrator's invoice shall be due and payable by each Party to the address set forth in the invoice within thirty (30) days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Elections Administrator in writing within such thirty-day period, or the invoice will be presumed to be a true and accurate rendering of the amount that is due.

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each Participating Authority under the terms of this Agreement is listed below. Each Participating Authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each Participating Authority's obligation under the terms of this Agreement shall be calculated after the May 3, 2025 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

The total estimated obligation and required deposit for each Participating Authority under the terms of this Agreement shall be as follows:

Registered	Percent	Estimated	Deposit
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Political Subdivision	Voters in Election	Split of Election	Cost	Due
ALEDO ISD	1,757	0.07%	\$890.69	\$668.02
ARLINGTON ISD	179,025	6.97%	\$90,895.92	\$68,171.94
AZLE ISD	17,119	0.67%	\$8,682.17	\$6,511.63
CASTLEBERRY ISD	9,953	0.39%	\$5,048.00	\$3,786.00
CITY OF ARLINGTON	205,114	7.98%	\$104,153.51	\$78,115.13
CITY OF BEDFORD	30,781	1.20%	\$15,627.41	\$11,720.56
CITY OF COLLEYVILLE	20,944	0.82%	\$10,641.65	\$7,981.24
CITY OF EULESS	31,732	1.23%	\$16,104.67	\$12,078.50
CITY OF EVERMAN	2,949	0.11%	\$1,494.97	\$1,121.22
CITY OF FOREST HILL	7,412	0.29%	\$3,768.13	\$2,826.10
CITY OF FORT WORTH	488,738	19.02%	\$247,942.73	\$185,957.05
CITY OF GRAND PRAIRIE	38,487	1.50%	\$19,521.49	\$14,641.12
CITY OF GRAPEVINE	32,340	1.26%	\$16,416.79	\$12,312.59
CITY OF HALTOM CITY	20,016	0.78%	\$10,162.44	\$7,621.83
CITY OF HASLET	3,325	0.13%	\$1,685.57	\$1,264.18
CITY OF KELLER	33,533	1.30%	\$17,034.19	\$12,775.64
CITY OF KENNEDALE	5,789	0.23%	\$2,939.17	\$2,204.38
CITY OF MANSFIELD	44,048	1.71%	\$22,368.54	\$16,776.41
CITY OF NORTH RICHLAND HILLS	46,272	1.80%	\$23,482.38	\$17,611.79
CITY OF RICHLAND HILLS	4,932	0.19%	\$2,500.26	\$1,875.19
CITY OF ROANOKE	47	0.00%	\$500.00	\$375.00
CITY OF SAGINAW	14,926	0.58%	\$7,567.55	\$5,675.66
CITY OF SANSOM PARK	2,300	0.09%	\$1,168.87	\$876.65
CROWLEY ISD	67,937	2.64%	\$34,471.40	\$25,853.55
EAGLE MOUNTAIN-SAGINAW ISD	77,428	3.01%	\$39,269.20	\$29,451.90
FORT WORTH ISD	90,190	3.51%	\$45,753.16	\$34,314.87
GODLEY ISD	508	0.02%	\$500.00	\$375.00
GRAPEVINE-COLLEYVILLE ISD	55,709	2.17%	\$28,288.72	\$21,216.54
HURST-EULESS-BEDFORD ISD	92,488	3.60%	\$46,951.40	\$35,213.55
KELLER ISD	119,885	4.67%	\$60,847.45	\$45,635.58
KENNEDALE ISD	13,842	0.54%	\$7,029.29	\$5,271.96
LEWISVILLE ISD	734	0.03%	\$500.00	\$375.00
MANSFIELD ISD	105,002	4.09%	\$53,306.68	\$39,980.01
NORTHWEST ISD	44,364	1.73%	\$22,506.62	\$16,879.96
TARRANT REGIONAL WATER	451,041	17.55%	\$228,821.40	\$171,616.05
TARRANT COMMUNITY COLLEGE	182,886	7.12%	\$92,825.76	\$69,619.32
TOWN OF EDGECLIFF VILLAGE	2,509	0.10%	\$1,273.84	\$955.38
TOWN OF FLOWER MOUND	734	0.03%	\$500.00	\$375.00
TOWN OF TROPHY CLUB	459	0.02%	\$500.00	\$375.00
WHITE SETTLEMENT ISD	22,400	0.87%	\$11,363.22	\$8,522.42
Election Totals	2,569,655	100.00%	\$1,305,305.22	\$978,978.91

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Tarrant County Elections Administrator on behalf of the authority plus an administrative fee of ten

percent (10%) of such expenses (but not less than \$ 75.00). Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining Participating Authorities, with the exception of the early voting site located at the Tarrant County Elections Center, may be dropped from the joint election unless one or more of the remaining Participating Authorities agree to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the Contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or public information request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or public information request which may be filed with the Participating Authority.

XV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the Participating Authorities.
2. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this Contract prevents any Party from taking appropriate legal action against any other Party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
4. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other

provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. All Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any Amendments of this Agreement shall be of no effect unless in writing and signed by all Parties hereto.
9. In the event of an emergency or unforeseen event on Election Day that requires adjustment to these procedures to keep the election operating in a timely, fair, and accessible manner, Elections Administrator may make such adjustments to the procedures herein as the circumstances require.

[Signature Pages Follow]

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

By the signatures on the attached pages, the Elections Administrator and the representative of each entity warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL ON THE DATE SHOWN BELOW:

The Elections Administrator:

Clinton Ludwig
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Clinton Ludwig, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary

Attachment C: Appointed Election Officials

EARLY VOTING BALLOT BOARD MEMBERS:

Presiding Judge: Amie Super

Alternate Presiding Judge: Kat Cano

Other members as appointed.

CENTRAL COUNTING STATION MEMBERS:

Counting Station Manager: Clinton Ludwig, Elections Administrator

Tabulation Supervisor: Stacey Behymer, Technology Resources Coordinator

Presiding Judge: Amie Super

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Regular Session on this the 1st day of April, 2025 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
Chris Coy	Council Member
Duff O'Dell	Council Member
Paul Slechta	Council Member
Leon Leal	Council Member

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

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

CALL TO ORDER

Mayor William D. Tate called the meeting to order at 7:00 p.m. in the City Council Chambers.

Item 1. Executive Session

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

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

The City Council recessed to the City Council Conference Room and began the closed session at 7:03 p.m. The closed session ended at 7:15 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 no action was necessary.

REGULAR MEETING

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

Council Member Rogers announced Pack 168 would Post the Colors but Pack 817 was also in attendance to observe the meeting.

Item 2. Invocation

Dr. Doug Page, Pastor at First Baptist Grapevine gave the invocation.

Item 3. Posting of the Colors and Pledges of Allegiance

Pack 168 posted the Colors and led the Pledges of Allegiance.

Item 4. Citizen Comments

No one spoke during citizen comments.

PRESENTATIONS

Item 5. Mayor Tate to present a proclamation recognizing the month of April as Child Autism Awareness Month.

Mayor Tate recognized April as Child Autism Awareness Month and presented the proclamation to Priscilla Chavez. Mrs. Chavez thanked everyone who has supported her family and thanked the City for its support.

Council did not take any action on this item.

Item 6. Mayor Tate to present a proclamation recognizing the month of April as Child Abuse Prevention Month.

Mayor Tate recognized April as Child Abuse Prevention Month and presented the proclamation to Emma Garcia and Virginia Davison with Alliance for Children who recognized Captain Clay Gidney, Detective Rick Whiteley and Sargent Sam Shemwell for their work with Alliance for Children. She also thanked the City for their partnership.

Council did not take any action on this item.

Item 7. Mayor Tate to present a proclamation recognizing the 10th anniversary of The Gatehouse.

Mayor Tate recognized the 10th anniversary of The Gatehouse and highlighted the work they have done to help mothers in our community. He presented the recognition to Lisa and Matt Rose and Mary Parker.

Mrs. Rose thanked the City and community for their support.

Council did not take any action on this item.

Item 8. Mayor Tate to present a proclamation recognizing April 6-12, 2025 as Crime Victims' Rights Week.

Mayor Tate recognized April 6-12, 2025 as Crime Victims' Rights Week and recognized Community Outreach Manager Haydee Hall and Victim Services Advocate Makayla Moore.

Victim Services Advocate Moore recognized the work done by survivors and advocates on behalf of victims to help them heal and find justice.

Council did not take any action on this item.

Item 9. Mayor Tate to present a proclamation recognizing April 13-19, 2025 as National Public Safety Telecommunicators Week.

Mayor Tate proclaimed April 13-19, 2025 as National Public Safety Telecommunicators Week and presented the proclamation to Captain Clay Gidney and Telecommunications Staff Marlo Greenfield, Elva Natividad and Elizabeth Pickett.

Council did not take any action on this item.

NEW BUSINESS

Item 10. Consider awarding a professional services contract for the development of a Parks, Recreation and Open Space Master Plan with Berry, Dunn, McNeil & Parker, LLC (dba BerryDunn), and take any necessary action.

Parks and Recreation Director Chris Smith presented this item requesting Council award a professional services contract for the development of a Parks, Recreation and Open Space Master Plan with BerryDunn for a total amount of \$350,000. Director Smith described the method and process that will be used to create the Master Plan and answered questions from Council.

Motion was made to approve a professional services contract for the development of a Parks, Recreation and Open Space Master Plan with Berry, Dunn, McNeil & Parker, LLC (dba BerryDunn), and take any necessary action.

Motion: Freed
 Second: Coy
 Ayes: Tate, Freed, Rogers, Coy, O'Dell, Slechta, and Leal
 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. No one requested to remove any items from the consent agenda.

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

Item 11. Consider the purchase of ShowClix Private Label Ticketline Software from Nortap Technology, Inc. dba Leap Event Technology for ShowClix Private Label Ticketline.

Convention and Visitors Bureau Executive Director P.W. McCallum recommended approval of the purchase of the ticketing software to be used for multiple programs in the Convention and Visitors Bureau for an amount of \$75,000.

Motion was made to approve the consent agenda as presented.

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

Item 12. Consider an Interlocal Purchasing Agreement with the City of Allen.

Chief Financial Officer Jeff Strawn recommended approval of an interlocal purchasing agreement with the City of Allen to allow both cities to participate in contracts established by both agencies.

Motion was made to approve the consent agenda as presented.

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

Item 13. Consider the purchase of new digital headsets and communications systems for fire apparatus from Stash Enterprises.

Fire Chief Darrell Brown recommended approval of the purchase of digital headsets and communication systems to be equipped on various fire apparatus for a total amount not to exceed \$33,345.

Motion was made to approve the consent agenda as presented.

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

Item 14. Consider the purchase of fertilizer for the Grapevine Golf Course from Harrell's, LLC.

Golf Director Robert Singletary recommended approval of the purchase of 15 tons of fertilizer for a total amount not to exceed \$26,080.

Motion was made to approve the consent agenda as presented.

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

Item 15. Consider the second-year payment of a three-year contract for Microsoft licenses from SHI Government Solutions, Inc.

Chief Information Officer Tessa Allberg recommended approval of the annual payment for the Microsoft 365 Enterprise Licensing Agreement for an amount not to exceed \$363,925.

Motion was made to approve the consent agenda as presented.

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

Item 16. Consider the repair of the raw water pump for the Grapevine Golf Course from Global Pump Solutions.

Public Works Director Bryan Beck recommended approval of the repair of the raw water pump that supplies the Grapevine Golf Course with irrigation water for an amount not to exceed \$36,157.

Motion was made to approve the consent agenda as presented.

Motion: O'Dell
 Second: Slechta

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

Item 17. Consider the renewal of an annual contract for the purchase of various fuels with Offen Petroleum for the Public Works Fleet Services.

Public Works Director Beck recommended approval of the renewal of the annual contract for the purchase of various fuels to be delivered on an as-needed basis for an annual estimated amount of \$40,000.

Motion was made to approve the consent agenda as presented.

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

Item 18. Consider the renewal of hauling of debris and aggregates with Horns Crew Trucking, Silvas Trucking and Q. Roberts Trucking, Inc.

Public Works Director Beck recommended approval of the renewal of the contracts for the hauling of debris and aggregates on an as needed basis for an annual estimated amount of \$100,000.

Motion was made to approve the consent agenda as presented.

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

Item 19. Consider the renewal of an annual contract for waterproofing, roofing and masonry services from Weatherproofing Services.

Public Works Director Beck recommended approval of the contract for waterproofing, roofing and masonry services for facilities throughout the City for an amount not to exceed \$55,000.

Motion was made to approve the consent agenda as presented.

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

Item 20. Consider the renewal of Performo asset performance and maintenance software from Wizard Software Solutions.

Public Works Director Beck recommended approval of the annual contract for Peformo asset performance and maintenance software for an amount not to exceed \$25,000.

Motion was made to approve the consent agenda as presented.

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

Item 21. Consider a contract renewal for software updates, software support, software maintenance and software training with OpenGov, Inc. for the Public Works Department operations and asset management system.

Public Works Director Beck recommended approval of the renewal of the contract for software updates, maintenance and training for the Public Works Department operations and asset management system for an estimated amount of \$114,730.25.

Motion was made to approve the consent agenda as presented.

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

Item 22. Consider the transmission and electrical repair for Vactor Unit No. 31404 from Kinloch Equipment & Supply, Inc.

Public Works Director Beck recommended approval of the transmission and electrical repairs to the hydro-excavator for an amount not to exceed \$26,101.

Motion was made to approve the consent agenda as presented.

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

Item 23. Consider or renewal of an annual contract for pavement leveling services with Nortex Concrete Lift & Stabilization.

Public Works Director Beck recommended approval of the renewal of the annual contract for pavement leveling services to be used on an as needed basis for an annual estimated amount of \$100,000.

Motion was made to approve the consent agenda as presented.

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

Item 24. Consider an agreement with the Dallas Area Rapid Transit (DART) for a shared fiber crossing of the DART Railroad right-of-way at the Baylor Parkway and Ira E. Woods intersection.

Public Works Director Beck recommended approval of an agreement for shared fiber crossing at the DART Railroad right-of-way at the Baylor Parkway and Ira E. Woods intersection in the amount of \$3,670.

Motion was made to approve the consent agenda as presented.

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

Item 25. Consider the minutes of the March 18, 2025 Regular City Council meeting.

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

Motion was made to approve the consent agenda as presented.

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

ADJOURNMENT

Motion was made to adjourn the meeting at 8:02 p.m.

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

Passed and approved by the City Council of the City of Grapevine, Texas on this the 15th day of April, 2025.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary



CITY OF GRAPEVINE, TEXAS
 REGULAR JOINT MEETING OF CITY COUNCIL AND
 PLANNING AND ZONING COMMISSION MINUTES
 TUESDAY, FEBRUARY 18, 2025

GRAPEVINE CITY HALL, COUNCIL CHAMBERS
 200 SOUTH MAIN STREET
 GRAPEVINE, TEXAS

6:00 p.m. Workshop – Planning and Zoning Commission Conference Room
 7:30 p.m. Joint Regular Meeting – City Council Chambers

The Planning and Zoning Commission of the City of Grapevine, Texas met in Regular Session on this 18TH day of February 2025 in the Planning and Zoning Conference Room with the following members present-to-wit:

Larry Oliver	Chairman
Monica Hotelling	Vice-Chair
Beth Tiggelaar	Member
Traci Hutton	Member
Jason Parker	Member
Justin Roberts	Member
Wayne Johnson	Alternate
Mark Assaad	Alternate

With Kirby Kercheval absent, constituting a quorum. The following City Staff were present:

Erica Marohnic	Planning Services Director
John Robertson	Deputy Director Public Works
Albert Triplett	Planner II
Natasha Gale	Planner I
Lindsay Flores	Planning Technician
Scott Leavelle	Assistant Building Official
David Klempin	Historic Preservation Officer

SPECIAL MEETING CALL TO ORDER: 6:00 p.m. – Planning and Zoning Commission Conference Room

WORKSHOP

1. Hold a discussion and provide staff direction regarding possible amendments to the Comprehensive Zoning Ordinance (Ordinance No. 82-73) same being Appendix “D” of the Code of Ordinances, as follows: create and amend definitions in Section 12, Definitions; amend use-specific standards specific for

secondary buildings in Section 42, Supplementary District and any other related sections and take any necessary action.

Workshop Adjourned: 7:09 p.m.

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

2. Invocation and Pledge of Allegiance: Commissioner Traci Hutton

JOINT PUBLIC HEARINGS

3. Special Use Permit **SU25-01** (Massage Therapy Services) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Tang Thai Health requesting a special use permit to allow massage therapy services in an existing multitenant building. The subject property is located at 3105 Ira E. Woods Avenue Suite 124 and is currently zoned “CC”, Community Commercial District.

The Commission and Council received a report from staff and held the public hearing. Applicant representative, Ryan Cao, presented and answered questions.

4. Zoning Change Application **Z25-01** (1960 Enchanted Way) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Exurb Studio requesting to rezone 3.462 acres from “CC”, Community Commercial District to “GU” Government Use District.

The Commission and Council received a report from staff and held the public hearing. Applicant representative, Caleb Goodman, presented and answered questions.

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

REGULAR SESSION: *(Immediately following the Joint Public Hearings)* Planning and Zoning Conference Room

Chairman Oliver called the regular session to order at **7:46 p.m.**

5. CITIZEN COMMENTS

No one spoke during citizen comments.

OLD BUSINESS

None.

NEW BUSINESS

6. Special Use Permit SU25-01 (Massage Therapy Services) - Consider the application and make a recommendation to City Council.

The Commission discussed this item.

Motion was made to **approve** special use request **SU25-01** (3105 Ira E. Woods Avenue):

Motion: Parker
Second: Hotelling
Ayes: Tiggelaar, Roberts, Oliver
Nays: Hutton, Assaad
Approved: 5 – 2

7. Zone change application Z25-01 (1960 Enchanted Way) - Consider the application and make a recommendation to City Council.

The Commission discussed this item.

Motion was made to **approve** zone change application **Z25-01** (1960 Enchanted Way)

Motion: Parker
Second: Roberts
Ayes: Hotelling, Hutton, Oliver, Tiggelaar, Assaad
Nays: None
Approved: 7 – 0

8. **Final Plat** of Lot 24, Block 1, Shamrock Shore Estates – Consider the application submitted by Timothy Hogan to plat unplatted property into one lot.

The Commission discussed this item.

Motion was made to **approve** final plat of Lot 24, Block 1, Shamrock Shore Estates (1304 Dublin):

Motion: Parker
Second: Assaad
Ayes: Oliver, Hotelling, Hutton, Tiggelaar, Roberts
Nays: None
Approved: 7 – 0

9. Consider the minutes of the January 21, 2025 Regular Planning and Zoning Commission meeting.

The Commission discussed this item.

Motion was made to **approve** the minutes of the January 21, 2025 Planning and Zoning Commission meeting:

Motion: Hutton
Second: Hotelling
Ayes: Oliver, Roberts, Tiggelaar, Parker, Assaad
Nays: None
Abstained: Roberts
Approved: 6 – 0 – 1

Adjournment

Motion was made to adjourn the meeting at **7:49 p.m.**

Motion: Assaad
Second: Hutton
Ayes: Hotelling, Oliver, Parker, Roberts, Tiggelaar
Nays: None
Approved: 7 - 0

PASSED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF GRAPEVINE, TEXAS ON THIS 15TH DAY OF APRIL 2025.

APPROVED:

CHAIRMAN

ATTEST:

PLANNING TECHNICIAN

MEMO TO: PLANNING AND ZONING COMMISSION
FROM: ERICA MAROHNIC, PLANNING SERVICES DIRECTOR
MEETING DATE: APRIL 15, 2025
SUBJECT: DISCUSSION, CONSIDERATION, AND APPROVAL TO RECOMMEND PROPOSED AMENDMENTS TO VARIOUS SECTIONS OF THE ZONING ORDINANCE RELATED TO SECONDARY STRUCTURES, INCLUDING PROVISIONS FOR SIZE, LOCATION, AND HEIGHT.

BACKGROUND:

Staff has prepared the attached version of the ordinance, which includes strike-through and underline formatting to highlight all the changes discussed during the six Planning and Zoning Commission workshops. These updates focus on secondary structures, specifically their location, size, and height within various residential zoning districts. The attached document accurately reflects the final recommendations made during the most recent workshop held on April 9th. Staff asks that the Commission review this version and consider it for advancement to public hearing.

AM24-05; Secondary Building DRAFT Amendments

~~Strikethrough~~ = Deletion

Underline = Insertion

Section 12, Definitions

Existing definitions with amendments

Height, ~~building structure~~ the vertical distance from grade plane to the average height of the highest roof surface. If a flat surface, to the deck line of mansard roofs and to the mean height level between eaves and ridge for hip and gable roofs. In measuring the height of buildings, the following structures shall be excluded:

Chimneys, cooling towers, elevator bulkheads, radio towers, ornamental cupolas, domes or spires, and parapet walls not exceeding four feet in height.

Breezeway a covered, one-story ~~in-height, open-sided passageway not exceeding six feet in width,~~ connecting a main structure to a secondary ~~structure building~~.

Proposed definition

Height, of secondary structure The vertical distance measured from finished grade of the lowest side where the building is set to the highest roof surface, excluding non-structural elements such as antennas, chimneys, ventilators, or skylights.

Section 13, R-20, Single-Family District Regulations

B. *Secondary uses*: The following uses shall be permitted as secondary uses to a single-family detached dwelling provided that none shall be a source of income to the owner or user of the principal single-family dwelling, except for customary home occupation.

1. Off-street parking and private garages in connection with any use permitted in this district.
2. Accessory dwelling unit. Refer to Section 42.C.6. for supplementary district standards related to accessory dwelling units.
3. Cabana, pavilion, pergola, or roofed area.
4. Private swimming pools and tennis courts.
5. Secondary buildings (storage buildings, hobby shops, barns).
6. Signs subject to the provisions of Section 60.
7. Customary home occupation.
8. Communication equipment meeting the requirements of ~~c~~Chapter 7, ~~a~~Article XIII. of the Grapevine Code of Ordinance. **(Updated article number to XIII, capitalization)**

9. Sale of merchandise or goods, including but not limited to garage sales and yard sales, shall be limited to a maximum of once per quarter, for a period not to exceed three continuous days. For the purpose of this paragraph, the month of January shall constitute the first month of the first quarter.

With the exception of Items 2 and 9, when any of the foregoing permitted secondary uses are detached from the principal single-family dwelling, said uses shall be located not less than 45 feet from the front lot line and shall meet the requirements of Section 42.C., D., E., F. and G.

All ~~S~~secondary ~~buildings~~ structures shall be setback from side and rear property lines a minimum of 15 feet. ~~more than 16~~ Secondary structures greater than 10 feet in height shall be set back from the side and rear property lines ~~six~~ 15 feet plus ~~two~~ one additional ~~fe~~oot for each additional foot of height over ~~16-10~~ feet. ~~The height of the structures shall be measured from the top of the slab or from its bottom floor.~~

I. *Maximum Height:* The following maximum height regulations shall be observed:

1. Principal structure: two (2) stories, 35 feet.
2. Secondary structure: ~~one and one-half (1½) stories, 20~~ 16 feet.

Section 14, R-12.5, Single-Family District Regulations

B. *Secondary uses:* The following uses shall be permitted as secondary uses to an single-family detached dwelling provided that none shall be a source of income to the owner or user of the principal single-family dwellings, except for customary home occupation:

1. Off-street parking and private garages in connection with any use permitted in this district.
2. Cabana, pavilion, pergola, or roofed area.
3. Private swimming pool.
4. Secondary ~~structures~~ buildings.
5. Signs subject to the provisions of [Section 60](#).
6. Customary home occupation.
7. Communication equipment meeting the requirements of Chapter 7, Article XII of the Grapevine Code of Ordinances. **(Updated article number to XIII)**
8. Sale of merchandise or goods, including but not limited to garage sales and yard sales, shall be limited to a maximum of once per quarter, for a period not to exceed three continuous days. For the purpose of this paragraph, the month of January shall constitute the first month of the first quarter.

With the exception of Item 8, when any of the foregoing permitted secondary uses are detached from the principal single-family dwelling, said uses shall be located not less than 45 feet from the front lot line and shall meet the requirements of Section 42.C., D., E., F., and G.

All ~~S~~secondary ~~buildings~~ structures shall be setback from side and rear property lines a minimum of eight feet. ~~more than 16~~ Secondary structures greater than 10 feet in height shall be set back from the ~~side and~~ rear property lines ~~six~~ eight feet plus ~~two~~ one additional ~~fe~~oot for each additional foot of height over ~~16-10~~ feet. ~~The height of the structures shall be measured from the top of the slab or from its bottom floor.~~

I. *Maximum Height regulations:* The following maximum height regulations shall be observed:

1. Principal structure: two (2) stories, 35 feet.
2. Secondary structure: ~~one and one-half (1 ½) stories, 20~~ 16 feet.

Section 15, R-7.5, Single-Family District Regulations

B. *Secondary uses:* The following uses shall be permitted as secondary uses to a single-family detached dwelling provided that none shall be a source of income to the owner or user of the principal single-family dwellings, except for customary home occupation:

1. Off-street parking and private garages in connection with any use permitted in this district.
2. Cabana, pavilion, pergola, or roofed area.
3. Private swimming pools.
4. Secondary ~~structures~~ buildings.
5. Signs subject to the provisions of [Section 60](#).
6. Customary home occupation.
7. Communication equipment meeting the requirements of ~~c~~Chapter 7, ~~a~~Article XIII.
(Updated article number to XIII, capitalization)
8. Sale of merchandise or goods, including but not limited to garage sales and yard sales, shall be limited to a maximum of once per quarter, for a period not to exceed three continuous days. For the purpose of this subsection, the month of January shall constitute the first month of the first quarter.

With the exception of Item 8, When any of the foregoing permitted secondary uses are detached from the principal single-family dwelling, said uses shall be located not less than 45 feet from the front lot line and shall meet the requirements of Section 42.C., D., E., F., and G.

All secondary structures shall be setback from side and rear property lines a minimum of six feet. Secondary structures greater than 10 feet in height shall be set back from the side and rear property lines six feet plus one additional foot for each additional foot of height over 10 feet.

I. Maximum Height regulations: The following maximum height regulations shall be observed:

1. Principal structure: two (2) stories, 35 feet.
2. Secondary structure: ~~one-story~~, 16 feet.

Section 16, R-5.0, Zero-Lot-Line District Regulations

B. *Secondary uses*: The following uses shall be permitted as secondary uses to an R-5.0 zero-lot-line district provided that none shall be a source of income to the owner or user of the principal single-family dwellings, except for customary home occupation:

1. Off-street parking and private garages in connection with any use permitted in this district.
2. Cabana, pavilion, pergola, or roofed area.
3. No dwelling shall be closer than 12 feet between the face of the exterior walls of neighboring dwelling unit.
4. Private swimming pool.
5. Storage ~~structures~~ ~~buildings~~ 120 square feet or less and having no plumbing.
6. Signs subject to the provisions of Section 60.
7. Customary home occupation.
8. Communication equipment meeting the requirements of Chapter 7, Article XIII of the Grapevine Code of Ordinances. **(Updated article number to XIII)**
9. Sale of merchandise or goods, including but not limited to garage sales and yard sales, shall be limited to a maximum of once per quarter, for a period not to exceed three continuous days. For the purpose of this paragraph, the month of January shall constitute the first month of the first quarter.

With the exception of Item 9, when any of the foregoing permitted secondary uses are detached from the principal single-family dwelling, said uses shall be located not less than 45 feet from the front lot line and shall meet the requirements of Section 42.C., D., E., F., and G.

All ~~Accessory buildings or~~ ~~Secondary~~ structures ~~more than 16 feet in height~~ shall be set back from ~~the~~ rear property line a minimum of six feet. Secondary structures greater than 10 feet in height shall be set back from the side and rear property lines six feet plus ~~two~~ ~~one~~ additional ~~fe~~oot for each

additional foot of height over ~~16-10~~ feet. ~~The height of the accessory buildings or structures shall be measured from the top of the slab or from its bottom floor.~~

I. *Maximum Height regulations:* The following maximum height regulations shall be observed:

1. Principal structure: two (2) stories, 35 feet.
2. Secondary structure: ~~one-story, (16)~~ feet.

Section 17, R-3.5, Two-Family District Regulations

B. *Secondary uses:* The following uses shall be permitted as secondary uses to dwelling units provided that none shall be a source of income to the owner or users of the principal use. All secondary uses shall be located at least 20 feet from any street right-of-way and shall not be located between the building line and the front property line.

1. Off-street parking and private garages in connection with any use permitted in this district.
2. One storage ~~structure building~~ per dwelling unit 120 square feet or less, and having no plumbing.
3. Private swimming pools and private tennis courts no closer than 75 feet to any adjacent residential district.
4. Signs subject to the provisions of [Section 60](#).
5. Communication equipment meeting the requirements of Chapter 7, Article XIII of the Grapevine Code of Ordinances. **(Updated article number to XIII)**
6. Sale of merchandise or goods, including but not limited to garage sales and yard sales, shall be limited to a maximum of once per quarter, for a period not to exceed three continuous days. For the purpose of this paragraph, the month of January shall constitute the first month of the first quarter.

With the exception of item 6, when any of the foregoing permitted secondary uses are detached from a principal dwelling, said uses shall be located not less than 45 feet from the front lot line nor less than 20 feet from any street right-of-way, and at least six feet from the rear and side lot lines.

~~All S~~secondary ~~structures shall be setback from side and rear property lines a minimum of six feet. more than 16~~ Secondary structures greater than 10 feet in height shall be set back from the ~~side and rear property lines~~ six feet plus ~~two one~~ additional ~~fee~~oot for each additional foot of height over ~~16-10~~ feet. ~~The height of the structures shall be measured from the top of the slab or from its bottom floor.~~

I. *Maximum Height regulations:* The following maximum height regulations shall be observed.

1. Principal structure: two (2) stories, 35 feet.
2. Secondary structure: ~~one-story~~; 15 feet.

Section 18, R-3.75 Three-and Four-Family District Regulations.

- B. *Secondary uses:* The following uses shall be permitted as secondary uses to dwelling units provided that none shall be a source of income to the owner or users of the dwelling. All secondary uses shall be located at least 20 feet from any street right-of-way and shall not be located between the building line and the front property line.
1. Detached covered common parking, off-street parking and private garages.
 2. Private swimming pools and private tennis courts no closer than 75 feet to any adjacent residential district.
 3. Laundry room for tenants' use.
 4. Cabana, pavilion, pergola, or roofed area.
 5. Signs subject to the provisions of Section 60.
 6. Communication equipment meeting the requirements of Chapter 7, Article XIII of the Grapevine Code of Ordinances. **(Updated article number to XIII)**
 7. Sale of merchandise or goods, including but not limited to garage sales and yard sales, shall be limited to a maximum of once per quarter, for a period not to exceed three continuous days. For the purpose of this paragraph, the month of January shall constitute the first month of the first quarter.

~~All Secondary structures shall be setback from side and rear property lines a minimum of six feet. more than 16 Secondary structures greater than 10 feet in height shall be set back from the side and rear property lines six feet plus two one additional feet for each additional foot of height over 16-10 feet. The height of the structures shall be measured from the top of the slab or from its bottom floor.~~

- I. *Maximum Height regulations:* The following maximum height regulations shall be observed:
1. Principal structure: two (2) stories, 25 feet. Whenever a triplex or fourplex structure is erected contiguous to an existing single-family dwelling, the number of stories and height of the triplex or fourplex structure shall not exceed the number of stories and height of the contiguous single-family dwelling. In no instance shall the height of a triplex or fourplex structure exceed two stories or 25 feet.
 2. Secondary structure: ~~one-story~~; 15 feet.

Section 19, R-MH Manufactured Home District Regulations.

B. *Secondary uses:* The following uses shall be permitted as secondary uses of a manufactured home subdivision:

1. Manufactured home plot rental office.
2. Common swimming pool no nearer than 120 feet to any residentially zoned district.
3. Laundry room for the use of residents.
4. Screened garbage storage on a concrete pad, no nearer than 50 feet to any residentially zoned district, and not within the front setback.
5. Toilet and shower facilities.
6. Community or recreation ~~structure~~ ~~building~~.
7. One storage ~~structure~~ ~~building~~ per lot 120 square feet or less, and having no plumbing.
8. Communication equipment meeting the requirements of Chapter 7, Article XIII of the Grapevine Code of Ordinances. **(Updated article number to XIII)**

When any of the foregoing permitted secondary uses are detached from the principal single-family dwelling, said uses shall be located not less than 45 feet from the front lot line, 20 feet from any street right-of-way, and six feet from rear and side lot lines.

~~All S~~secondary ~~structures shall be setback from side and rear property lines a minimum of six feet, more than 16~~ Secondary structures greater than 10 feet in height shall be set back from the ~~side and rear property lines~~ six feet plus ~~two one~~ additional ~~feet~~ for each additional foot of height over ~~16-10~~ feet. ~~The height of the structures shall be measured from the top of the slab or from its bottom floor.~~

E. *Maximum Height regulations:* The following height regulations shall be observed:

1. Principal structure: One-story, 15 feet.
2. Secondary structure: ~~One-story~~, 15 feet.

R-20, R-TH Townhouse District Regulations

B. *Secondary uses:* The following uses shall be permitted as secondary uses to dwelling units provided that none shall be a source of income to the owner or user of the principal family dwelling:

1. Private swimming pools and tennis courts no closer than 75 feet to any adjacent residential district.

2. Cabana, pavilion, pergolas, or roofed area.
3. Meeting, party, and/or social rooms in common areas only.
4. Off-street parking and private garages in connection with any use permitted in this district.
5. One storage ~~structure~~ ~~building~~ per dwelling unit ~~12000~~ square feet or less, and having no plumbing.
6. Communication equipment meeting the requirements of Chapter 7, Article XIII of the Grapevine Code of Ordinance. **(Updated article number to XIII)**
7. Sale of merchandise or goods, including but not limited to garage sales and yard sales, shall be limited to a maximum of once per quarter, for a period not to exceed three continuous days. For the purpose of this paragraph, the month of January shall constitute the first month of the first quarter.

No secondary uses may be located between the building line and the front property line.

Private garages on lots having a minimum width of less than 40 feet must be entered from the side or rear. Said lots shall not have driveways on or within the front building setbacks.

All secondary structures shall be setback from side and rear property lines a minimum of six feet. Secondary structures greater than 10 feet in height shall be set back from the side and rear property lines six feet plus one additional foot for each additional foot of height over 10 feet.

- I. *Maximum Height regulations:* The following maximum height regulations shall be observed:
 1. Principal structure: Two-story, 35 feet. Whenever a townhouse structure is erected contiguous to an existing single-family dwelling, the number of stories and height of the townhouse structure shall not exceed the number of stories and height of the contiguous single-family dwelling. In no instance shall the height of a townhouse structure exceed two stories or 35 feet.
 2. Secondary structure: ~~One-story~~, 15 feet.

R-22, R-MF Multifamily District Regulations

- B. *Secondary uses:* The following uses shall be permitted as secondary uses to the multiple-family dwellings provided that none shall be a source of income to the owner or users of the multiple-family dwellings. All secondary uses shall be located at least 20 feet from any street right-of-way and shall not be located between the building line and the front property line.
 1. Detached covered common parking, off-street parking and private garages in connection with any use permitted in this district provided that such parking shall not be located in a required front yard.

2. Swimming pools and tennis courts no nearer than 75 feet to any residentially zoned district.
3. Laundry room for use of tenants.
4. Meeting, party and/or social rooms in common areas only.
5. Cabana, pavilion, pergola, or roofed area.
6. Mechanical and maintenance equipment related to a principal use no nearer than 120 feet to any adjacent residentially zoned district and housing within an enclosed ~~structure~~ **building**.
7. Screened garbage and/or solid waste storage on a concrete pad, no nearer than 50 feet to an adjacent R-3.5, R-TH, R-5.0, R-7.5, R-12.5, R-20 zoned district, and not within the front setback.
8. Communication equipment meeting the requirements of Chapter 7, Article XIII of the Grapevine Code of Ordinances. **(Updated article number to XIII)**

All secondary structures shall be setback from side and rear property lines a minimum of six feet. Secondary structures greater than 10 feet in height shall be set back from the side and rear property lines six feet plus one additional foot for each additional foot of height over 10 feet.

I. *Height regulations:* The following maximum height regulations shall be observed:

1. The maximum height of the principal structure shall be two stories not to exceed 35 feet. Whenever a multifamily structure is erected contiguous to an existing single-family dwelling, the number of stories and height of the multifamily structure shall not exceed the number of stories and height of the contiguous single-family dwelling. In no instance shall the height of a multifamily structure exceed two stories or 35 feet.
2. The maximum height of ~~a secondary structures~~ shall ~~be one story~~ not ~~to~~ exceed 15 feet.
3. The maximum height of a storage ~~structure~~ used for maintenance or mechanical equipment shall ~~be one story~~ not ~~to~~ exceed ten feet.

Section 22A, R-MODH Modular Home District Regulations

B. *Secondary uses:* The following uses shall be permitted as secondary uses to a single-family detached modular home provided that none shall be a source of income to the owner or user of the principal use:

1. Private garage.
2. Private swimming pool.
3. Storage ~~structures~~ ~~buildings~~ 120 square feet or less and having no plumbing.
4. Cabana, pavilion, pergola, or roofed area.

5. Communication equipment meeting the requirements of Chapter 7, Article XIII of the Grapevine Code of Ordinances. **(Updated article number to XIII)**

6. Sale of merchandise or goods, including but not limited to garage sales and yard sales, shall be limited to a maximum of once per quarter, for a period not to exceed three continuous days. For the purpose of this paragraph, the month of January shall constitute the first month of the first quarter.

With the exception of Item 6, when any of the foregoing permitted secondary uses are detached from the principal single-family dwelling, said uses shall be located not less than 45 feet from the front lot line, 20 feet from any street right-of-way, and six feet from rear and side lot lines.

All secondary structures shall be setback from side and rear property lines a minimum of six feet. Secondary structures greater than 10 feet in height shall be set back from the side and rear property lines six feet plus one additional foot for each additional foot of height over 10 feet.

E. *Maximum Height and area regulations:*

- | | |
|---|---|
| 1. Principal structure: | two (2) stories, 25 feet. |
| 2. Secondary structure: | One-story, 16 feet. Except a storage building which shall not exceed ten feet in height. |
| 3. Lot coverage by principal structure: | 40 percent of total lot area. |

Section 41, "PD" Planned Development Overlay

D. *Limitation of uses:* Uses prohibited shall be those uses specifically prohibited within the underlying zoning district. The following uses are expressly prohibited within a "PD" Planned Development Overlay and cannot be established as a permitted, conditional, or secondary use under any circumstances:

1. Freight forwarding warehouses.
2. Outside storage of material/equipment.
3. Retail establishments for used car sales and service.
4. Commercial parking lots.
5. Automotive repair garages.
6. Salvage/wrecking yards.
7. Retail sales of building material displayed in an unenclosed or incompletely enclosed area with outside storage.

- 8. Those uses specifically designated in paragraph D. Limitation of Uses in [Section 31](#), "LI" Light Industrial District.
- 9. Off-premise/billboard signage.
- 10. Pawn shops.
- 11. All uses listed in [Section 49](#), Special Uses.
- 12. Bed and Breakfast.
- [13. Residential properties consisting of one-lot.](#)

Section 42, Supplementary District Regulations

Subsection C., *Secondary structures buildings:*

~~1.—A secondary building not exceeding one story in height may occupy not more than 60 percent of a minimum required rear yard.~~

[These standards cannot be changed through a planned development overlay for an individual residential lot. Variations to the standards may only be granted as part of an entire residential subdivision prior to platting and the initial construction of the properties.](#)

[1. In residential zoning districts and on residential properties, the number of secondary structures is limited, as follows:](#)

- [a. No more than two \(2\) per lot or property, however specific zoning districts may limit the number of secondary structures to one; and](#)
- ~~b.—Limited to a maximum size of 50% of the habitable building footprint of the primary structure, and must not exceed the maximum building area allowed for the property's zoning district (see table below); and~~
- [b. The following size limitations apply cumulatively to the maximum of two secondary structures on a single lot or property.](#)

Lot Size	Limitation on Secondary Structure Size
5,000-7,499 sq. ft.	500 sq. ft. maximum and complying with all building setbacks
7,500-12,499 sq. ft.	1,000 sq. ft. maximum and complying with all building setbacks
12,500-19,999 sq. ft.	1,500 sq. ft. maximum and complying with all building setbacks
20,000 sq. ft. and larger	1,500 sq. ft. maximum and complying with all building setbacks

[For lots 20,000 sq. feet and larger, a conditional use permit is required to exceed the maximum secondary structure size of 1,500 sq. ft or the maximum structure height of 16 feet.](#)

~~A secondary building exceeding one story or more in height may occupy not more than 40 percent of the minimum required rear yard.~~

2. ~~Secondary structures shall not have finished attics with habitable rooms or plumbing, and ceiling height shall be less than six feet-eight inches.~~

3. ~~Additional secondary structure requirements:~~

~~i. A secondary **building-structure** attached to the main building shall be made structurally a part, **and architecturally cohesive**, have a common wall with the main **structure building** and shall comply in all respects with the requirements of this ordinance applicable to the main **structure**. **Unless so attached, a secondary building in a residential district shall be located on the rear one-half of the lot and**~~

~~ii. **Secondary structures shall be** at least ten feet from any dwelling or **structure building** existing or under construction on the same lot or any adjacent lot.~~

~~iii. In all residential districts, a **building-or** structure attached to the principal **building—or** structure by only a breezeway **having a maximum (which shall be) no wider than th-of** six feet **and** shall be considered **as being** a detached secondary **building-or** structure. **No building shall be located nearer than three feet to any side or rear lot line.**~~

~~iv. **In the case of a For** corner lots, no secondary **structure building** shall be located within any side yard required on the street side. **A garage, detached from the main building, may be— located no nearer than six feet to any rear lot line and shall be subject to the same side yard requirements as the principal structure.**~~

~~v. **Any secondary structure with a roof pitch less than 3/12 cannot be taller than 12 feet in total height.**~~

4. No swimming pool shall be located nearer than six feet to any rear lot line and shall be subject to the same side yard requirements as the principal structure. Below-ground swimming pools may be located no nearer than six feet to the side lot line adjacent to the street. On corner lots that require a side yard to be the same as required for the front yard, pools shall be located no nearer than 15 feet to the side lot line adjacent to the street. Swimming pools may be located nearer than ten feet from any dwelling or **building** existing **structure**, as long as the excavation of the swimming pool does not in any way harm or endanger the existing building or dwelling.

5. Play structures, including but not limited to tree houses, play houses, play forts, swing sets, jungle gyms, etc. where any portion of the structure exceeds eight feet in height above grade may only be placed behind the main structure, and shall be placed a minimum of six feet from any property line.