



CITY OF GRAPEVINE, TEXAS
REGULAR JOINT MEETING OF
CITY COUNCIL AND PLANNING AND ZONING COMMISSION
TUESDAY, JULY 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. 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 Jason Parker

JOINT PUBLIC HEARINGS

3. Conditional Use Permit **CU25-26** (Principle Volkswagen of Grapevine Signage) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Principle Auto. The site was previously approved for conditional use permit CU21-04 (Ordinance No. 2021-012) to allow for the addition of a sales building for a Vantas/ Karma automotive dealership. This request is specifically to remove an existing monument sign and add a 40-foot tall pole sign along William D. Tate Avenue frontage, directly north of the main entrance driveway. The subject property is located at 2351 William D. Tate Avenue and is currently zoned as “CC”, Community Commercial District.
4. Conditional Use Permit **CU25-28** (NBT Financial) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Baird Hampton & Brown, Inc. requesting a conditional use permit to allow a bank with a dual-lane drive-through in a planned commercial center. The subject property is located at 803 East Northwest Highway and is currently zoned as “CC”, Community Commercial District.
5. Conditional Use Permit **CU25-30** (Icon Automotive) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Icon Automotive. The site was previously approved for conditional use permit CU12-05 (Ordinance No. 2012-015) to allow for a 40-foot tall pole sign at an existing motorcycle dealership with sales and service of new and used motorcycles, ATV, watercraft and associated equipment. This request is specifically to allow for the application and installation of paint protection film and window film (window tinting) in conjunction with a proposed business. The subject property is located at 721 West State Highway 114 and is zoned “CC”, Community Commercial District.
6. Conditional Use Permit **CU25-31** (Freight Forwarding) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Impex GLS, Inc. The site was previously approved for conditional use permit CU00-07 (Ordinance No. 2000-017) to allow for outside storage in conjunction with an internet-based grocery warehouse. This request is for a conditional use permit specifically to allow for a freight forwarding business in an existing warehouse. The subject property is located at 800 Industrial Boulevard, Suite 300 and is currently zoned “LI”, Light Industrial District.
7. Zoning Ordinance Amendment **AM24-05** – City Council and Planning and Zoning Commission to conduct a public hearing relative to proposed amendments to the Comprehensive Zoning Ordinance (82-73); same being Appendix D of the Code of Ordinances relative to secondary structures, including requirements for their size, location and height. **Staff requests to table this item to the August 19, 2025 Joint Meeting.**

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

8. 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

9. Consider **Ordinance No. 2025-035** amending the Grapevine Code of Ordinances Chapter 23 Traffic, Article V Parking, Section 23-63 No Parking Zones; Restricted Parking Zones; No Standing Zones; No Stopping Zones; prohibiting parking on the north side of Wynn Lane, and take any necessary action.
10. Consider **Ordinance No. 2025-036** revising the franchise agreement with Republic Services by adding Tuesday to the current Wednesday schedule for bulk, clean brush, and yard waste collection, and take any necessary action.
11. Consider the proposal by Graybar Electric Company Inc. for the installation of the emergency generator and associated electrical services at the Water Treatment Plant, **Ordinance No. 2025-037** appropriate the funds, 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.

12. Consider **Resolution No. 2025-008** suspending a proposed rate increase by Oncor Delivery. City Manager recommends approval.

13. Consider the purchase of a ViewSonic Video Wall and AV System for the REC from Imagenet Consulting LLC. Parks and Recreation Director recommends approval.
14. Consider an annual contract for law enforcement equipment and services with Axon Enterprises, Inc. Police Chief recommends approval.
15. Consider the purchase of kitchen cabinets and counter tops for Fire Station 5 from Ware Brothers Remodeling. Fire Chief and Public Works Director recommend approval.
16. Consider ratification of the emergency purchase replacement of a signal pole at Stone Myers Parkway and State Highway 360 from Durable Specialties, Inc. Public Works Director recommends approval.
17. Consider ratification of an action to enter into a license agreement to construct, operate and maintain a road (Fairway Drive) at Grapevine Lake, Texas with the U.S. Army Corps of Engineers (USACE). Public Works Director recommends approval.
18. Consider an Interlocal Agreement for a rehabilitation and resurfacing project on Rolling Hills Lane with Tarrant County. Public Works Director recommends approval.
19. Consider an Interlocal Agreement for a rehabilitation and resurfacing project on Redbud Lane with Tarrant County. Public Works Director recommends approval.

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

PLANNING AND ZONING COMMISSION RECOMMENDATIONS

20. Conditional Use Permit **CU25-26** (Principle Volkswagen of Grapevine Signage) – Consider the recommendation of the Planning and Zoning Commission and **Ordinance No. 2025-038**, if applicable, and take any necessary action.
21. Conditional Use Permit **CU25-28** (NBT Financial) – Consider the recommendation of the Planning and Zoning Commission and **Ordinance No. 2025-039**, if applicable, and take any necessary action.
22. Conditional Use Permit **CU25-30** (Icon Automotive) – Consider the recommendation of the Planning and Zoning Commission and **Ordinance No. 2025-040**, if applicable, and take any necessary action.

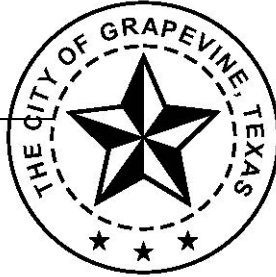
23. Conditional Use Permit **CU25-31** (Freight Forwarding) – Consider the recommendation of the Planning and Zoning Commission and **Ordinance No. 2025-041**, if applicable, and take any necessary action.

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 July 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, JULY 15, 2025

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

SPECIAL SESSION: 6:15 p.m. – Planning and Zoning Conference Room

1. Conduct the Oaths of Office for appointed and reappointed Commission Members.
2. Elect a Chairman and Vice-chairman.
3. Select a Liaison to the Historic Preservation Commission.
4. Receive a report on Site Plan Review Committee decision of Conditional Use Permit **CU25-14** and Planned Development Overlay **PD25-02** (Floor & Décor) reconsideration.
5. Hold a discussion and take any necessary action regarding updates to Map 2: Land Use Plan of the Comprehensive Master Plan (Future Land Use Map) and/or the Official Zoning Map concerning the properties located at 1251, 1255, 1265, 1295, 1285 and 1300 South Main Street.
6. Hold a discussion and take any necessary action regarding the allowance of restaurants as a conditional use in the “PO”, Professional Office District.

JOINT MEETING WITH CITY COUNCIL

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

7. Invocation and Pledge of Allegiance: Commissioner Jason Parker

JOINT PUBLIC HEARINGS

8. Conditional Use Permit **CU25-26** (Principle Volkswagen of Grapevine Signage) – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Principle Auto. The site was previously approved for conditional use permit CU21-04 (Ordinance No. 2021-012) to allow for the addition of a sales building for a Vantas/ Karma automotive dealership. This request is specifically to remove an existing monument sign and add a 40-foot tall pole sign along William D. Tate Avenue frontage, directly north of the main entrance driveway. The subject property is located at 2351 William D. Tate Avenue and is currently zoned as “CC”, Community Commercial District.

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12. Zoning Ordinance Amendments **AM24-05** – City Council and Planning and Zoning Commission to conduct a public hearing relative to proposed amendments to the Comprehensive Zoning Ordinance (82-73); same being Appendix D of the Code of Ordinances relative to secondary structures, including requirements for their size, location and height. **Staff requests to table this item to the August 19, 2025 Joint Meeting.**

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

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

CITIZEN COMMENTS

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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

14. Conditional Use Permit **CU25-26** (Principle Volkswagen of Grapevine Signage) – Consider the application and make a recommendation to City Council.
15. Conditional Use Permit **CU25-28** (NBT Financial) – Consider the application and make a recommendation to City Council.
16. Conditional Use Permit **CU25-30** (Icon Automotive) – Consider the application and make a recommendation to City Council.
17. Conditional Use Permit **CU25-31** (Freight Forwarding) – Consider the application and make a recommendation to City Council.
18. Consider the minutes of the June 17, 2025 regular Planning and Zoning Commission meeting.

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

ADJOURNMENT

In accordance with the Open Meetings Law, Texas Government Code, Chapter 551, I hereby certify that the above agenda was posted on the official bulletin boards at Grapevine City Hall, 200 South Main Street and on the City's website on July 11, 2025 by 5:00 p.m.


Tara Brooks, TRMC, CRM
City Secretary



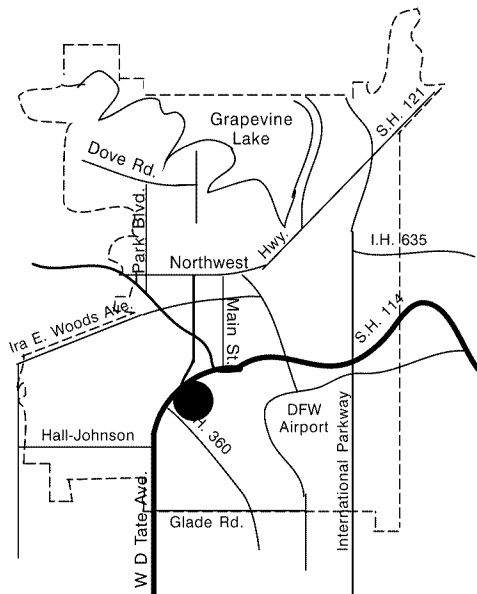
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TO: HONORABLE MAYOR, CITY COUNCIL MEMBERS AND THE
PLANNING AND ZONING COMMISSION

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

MEETING DATE: JULY 15, 2025

SUBJECT: DEVELOPMENT SERVICES TECHNICAL REPORT OF
CONDITIONAL USE APPLICATION CU25-26; PRINCIPLE
VOLKSWAGEN OF GRAPEVINE POLE SIGN



APPLICANT: Zeynep Peterson

PROPERTY LOCATION AND SIZE:

The subject property is located at 2351 William D. Tate Avenue #100, platted as Block 1, Lot 1R, First Baptist Church of Grapevine Addition. The addition contains 9.102 acres and has approximately 675 feet of frontage along William D. Tate Avenue.

REQUESTED CONDITIONAL USE AND COMMENTS:

The site was previously approved for a conditional use permit to allow an automobile dealership with sales and service of new and used vehicles, for the addition of a sales building for a Vantas/Karma automotive dealership. This request is specifically to allow for a 40-foot pole sign.

On August 18, 2020, City Council approved CU20-14 (Ord. 2020-37), to allow for an automobile dealership with sales and service of new and used vehicles, and a 40-foot, 70 square foot pole sign. The previously approved pole sign was not constructed, and the request has since expired.

The applicant proposes the removal of an existing 10-foot, 40 square foot monument sign, located in the southwest corner of the site, and the installation of one 40-foot, 48 square

feet pole sign, to be located along the northbound William D. Tate Avenue service road and on the north side of the main entry. The sign will be used exclusively for Volkswagen.

The subject site has two access points: the main entry is from the northbound William D. Tate Avenue service road, and the secondary access is provided by an access easement, connecting to Stone Myers Parkway. Total required parking is 199 spaces; 597 parking spaces are provided.

PRESENT ZONING AND USE:

The property is zoned “CC”, Community Commercial District and is developed as Principle Volkswagen of Grapevine.

HISTORY OF TRACT AND SURROUNDING AREA:

The subject site was rezoned in the 1984 City-wide Rezoning from “I-1”, Light Industrial District to “CC”, Community Commercial District.

- On September 19, 2000, City Council approved CU00-43 (Ord. 2000-101) to allow for the development of a Corvette Museum.
- On April 21, 2009, City Council approved SU09-03 (Ord. 2009-12) and CU0-07 (Ord. 2009-13) to allow for the development of a church and a 40-foot pole sign.
- On August 18, 2020, City Council approved CU20-14 (Ord. 2020-37) to allow for an automobile dealership with sales and service of new and used vehicles and a 40-foot pole sign.
- On March 16, 2021, City Council approved CU21-04 (Ord. 2021-012) to allow the addition of a sales building for a Vantas/Karma automobile dealership.

SURROUNDING ZONING AND EXISTING LAND USE:

NORTH: “CC”, Community Commercial District – Grapevine Honda

SOUTH: “CC”, Community Commercial District – Classic Chevrolet Fleet

EAST: “CC”, Community Commercial District – Grapevine Honda

WEST: State Highway 121 and “PID”, Planned Industrial Development District – Office Warehouse, “CC”, Community Commercial District - Retail, Entertainment and Office

AIRPORT IMPACT:

A subject the site is located within "Zone B" Middle Zone of Effect as defined on the "Aircraft Sound Exposure: Dallas/Fort Worth Regional Airport Environs" Map. In "Zone B" the following uses may be considered only if sound treatment is included in building design: multifamily apartments, motels, office buildings, movie theaters, restaurants, and 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 the subject property as a Commercial (CO) land use. The applicant's request is compliant with the Master Plan.

THOROUGHFARE PLAN APPLICATION:

The Thoroughfare Plan designates Stone Myers Parkway as a Type D Minor Arterial with a minimum 75 feet of right-of-way developed as four lanes.

/at

CC ITEM #3,20
P&Z ITEM #8, 14

PID

SUBJECT PROPERTY

FIRST
BAPTIST
CHURCH OF
GRAPEVINE
ADDN
13843H

TR 12B
6.5 AC

2
17.803 @

1RA
9.102 @

R-MF-2

CC

CLASSIC
HUMMER
ADDN
7414H

1R2A
28.5379 @
1R1

GATEHOUSE IN
GRAPEVINE
15201

1AR1
47.123 @

3R
2.863 @

4R
.731 @

2AR1
1.59 @

2AR1 1.59 @

STATE HWY 26

WILLIAM D TATE AVE

STONE MYERS PKWY

PO

0 150 300 450 600 Feet



CU25-26; Volkswagen Signage 2351 William D Tate Avenue

Date Prepared: 6/30/2025

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)

William J. Tate

Street frontage & distance to nearest cross street

Proposed Zoning

Cc

Future Land Use Designation

Walksvayer Grapevine

Gross area of parcel (to nearest tenth of
acre)

Describe the Proposed Use

Existing Zoning

Subject Property Address

2351 William D. Tate

Grapevine, TX

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 Abigail G. Kampmann Owner Phone Number 210-508-0981

Company Principle Grapevine Re, Ltd.

Address 153 TreeLine Park, Ste. 100

City San Antonio, TX State TX Zip Code 78209

Email [REDACTED]

CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS

Project Representation (check one):

- ☐ I will represent the application myself; OR
- ☒ I hereby designate Zeynep Peterson (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 Abigail S. Kampmann Date May 30, 2025

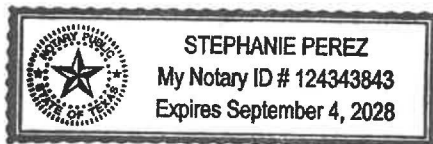
STATE OF: Texas
COUNTY OF: Bexar

BEFORE ME, a Notary Public, on this day personally appeared Abigail G. Kampmann (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 30th day of May, 20 25

[Signature]

NOTARY PUBLIC in and for the State of Texas



JUN 02 2025

CU25-26

CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☒ Other (specify) Sr. Paralegal

Name Zeynep Peterson Company Principle Auto

Address 153 Treeline Park, Ste. 100

City San Antonio State TX Zip Code 78209

Phone 210-790-0341 Email [REDACTED]

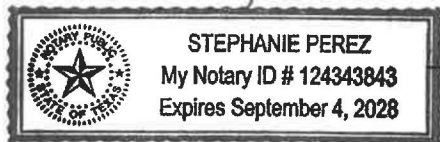
Applicant's Signature [Signature] Date 05-31-2025

STATE OF: Bexar Texas

COUNTY OF: Bexar

BEFORE ME, a Notary Public, on this day personally appeared Zeynep Peterson
(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 30th day of
May, 20 25



[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: Principle Grapevine Re, Ltd. 804196498

Provide a most recent public information report that includes:

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

JUN 02 2025

CU25-26

(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 2351 William D Tate

Legal description of subject property

LOT 12A, Block 1, FIRST BAPTIST CHURCH OF GRAPEVINE ADDITION

Justin Palmer
Public Works Department

6.2.2025
Date



CU25-24



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To: *Private Engineering Co., Ltd., Chicago* The Insurance Company, send their respective accounts and receipts.

This is to certify that \$10,000 for said work was made by remittance with the 2201 Western Insurance Co., Ltd., Chicago, for the ALX/20255. The Survey was duly established and approved by ALX on 1/25/22, and includes original items 1, 2, 3, 4, 7 (a), 8, 9, and 13 of Table A Survey. The field work was completed on 02/21/22.

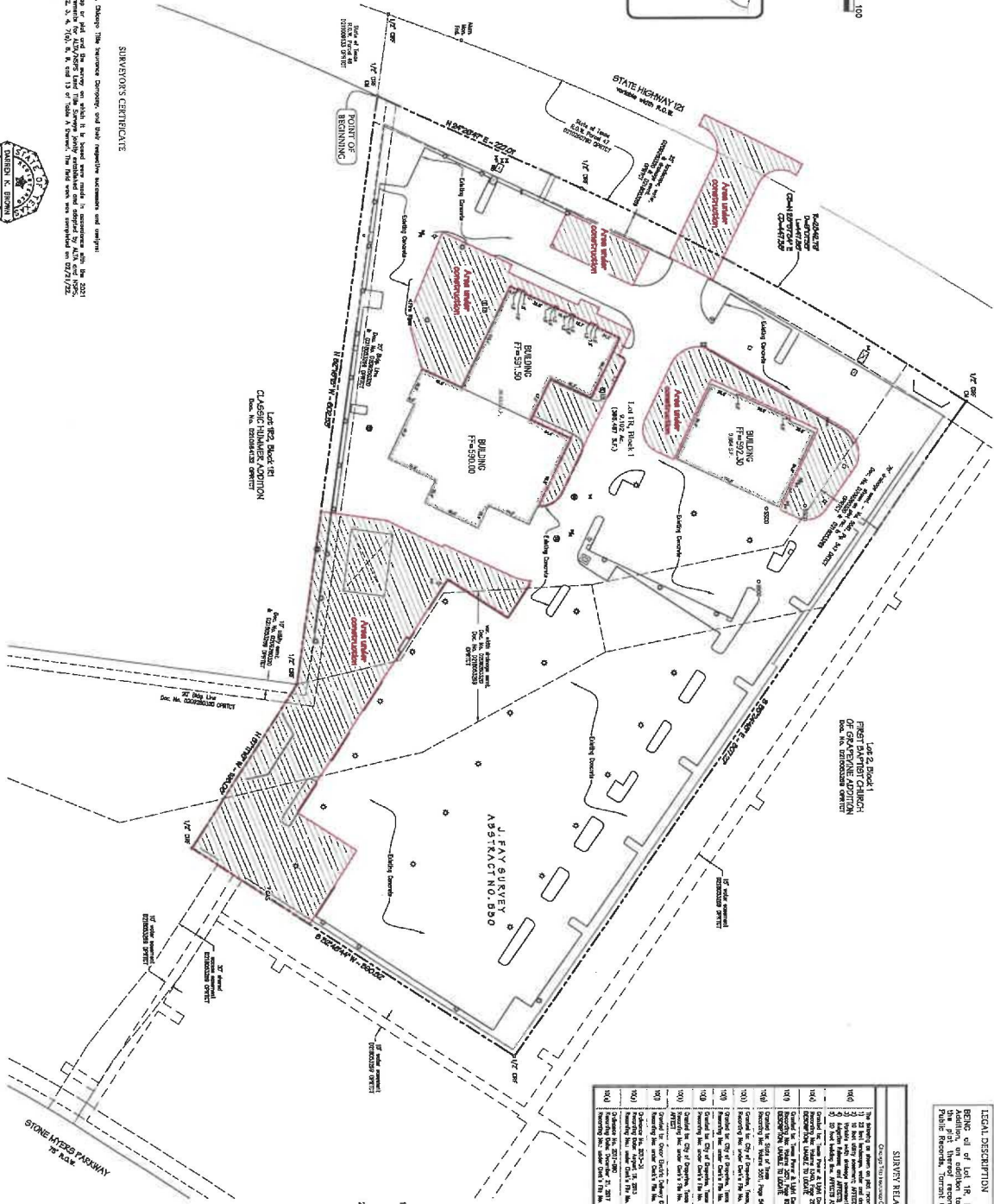
Date of Print or Map: 2/24/22



Dorwin H. Brown, RPLS 5252

No part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel 46039C0115X, effective on 03/25/2009. The property is located in Zone "X" (areas determined to be outside the 500-year floodplain).

PRELIMINARY SURVEY FOR REVIEW AND COMMENTS
This survey is prepared without the benefit of the commission, and thus may be inaccurate, either accidentally, or other matters of record, which have not been taken into account.
(This note will be removed after the survey has received comment. This commission will address comments in connection with the subject's final

[illegible]

LEGAL DESCRIPTION
BEING: all of Lot 18, Block 1, First Baptist Church of Groesbeek Addition, on addition to the City of Groesbeek, Texas, according to the plat thereof recorded in Document No. D1165889, CTR. Public Records, Tarrant County, Texas.

1. Basis of bearing: State Plane Coordinates System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment: Realization 2011.

ALTA/NSPS LAND TITLE SURVEY
CITY OF GRAPEVINE
TARRANT COUNTY, TEXAS
Grapevine Volkswagen



Issue Date:	2/24/22
Date	
Revisions	
Scale:	1" = 50'
Drawn By:	ED
Checked By:	DWG
Sheet	1
Of	1
JOB # 22-034	

EXHIBIT "A"

PROPERTY DESCRIPTION

Being a 26.897 acre tract of land consisting of all of Lot 1, Block 1, FIRST BAPTIST CHURCH OF GRAPEVINE ADDITION, recorded under instrument no. D209260320, Plat Records, Tarrant County, Texas (PRTCT), conveyed by deeds recorded under instrument numbers D203398196 and D208081369, Deed Records, Tarrant County, Texas (DRTCT), to First Baptist Church of Grapevine, save and except a called 97,192 square feet tract of land conveyed to the State of Texas by deed recorded under instrument no. D210260790 DRTCT and being more particularly described by metes and bounds as follows:

COMMENCING at a found TxDOT monument in the previous east line of State Highway 121, said point being the northwest corner of said Lot 1;

THENCE North 89 degrees 52 minutes 17 seconds East, along the north line of said Lot 1, a distance of 121.93 feet to a found TxDOT monument in the east line of State Highway 121 for the POINT OF BEGINNING;

THENCE North 89 degrees 52 minutes 17 seconds East, continuing along said north line and passing the east line of said Randolph tract and a found 1/2" iron rod, 1.13 feet south of the line, at a distance of 74.60 feet, and continuing along the said north line, same being a south line of a City of Fort Worth-DFW Airport tract, recorded in Volume 5430, Page 249, DRTCT, in all a distance of 271.18 feet to a found 5" brass disk in concrete stamped, "DFW 54", for corner;

THENCE South 41 degrees 04 minutes 47 seconds East, continuing along said south line, a distance of 881.70 feet to a found 5/8" iron rod in the northwest line of Stone Myers Parkway for corner;

THENCE South 32 degrees 47 minutes 38 seconds West, along said northwest line, passing found 5/8" iron rods at 146.79 feet and 251.77 feet, in all a distance of 662.59 feet, to a found 5/8" iron rod, capped "SERVCON", at the beginning of a curve to the left with a radius of 987.50 feet, a central angle of 15°52'59" and a chord which bears S24°51'37"W a distance of 272.87 feet;

THENCE Southwest along the arc of said curve, continuing along said northwest line, a distance of 273.75 feet to a found 5/8" iron rod, capped "SERVCON", for corner;

THENCE South 89 degrees 23 minutes 17 seconds West a distance of 8.01 feet to a set 5/8" iron rod at the beginning of a non-tangent curve to the left with a radius of 837.50 feet, a central angle of 19°31'28" and a chord which bears S13°52'38"W a distance of 153.62 feet;

THENCE Southwest along the arc of said curve, and the northwest line of Stone Myers Parkway, a distance of 153.84 feet to a set 5/8" iron rod for corner in a north line of Lot 1R2, Block 1R1, CLASSIC HUMMER ADDITION, recorded under instrument no. D219164132 PRTCT;

THENCE North 61 degrees 57 minutes 24 seconds West, departing said northwest line and along said north line of Lot 1R2, a distance of 391.99 feet to a found 1/2" iron rod, capped "Pacheco-Koch", for an ell corner in the said north line;

THENCE North 97 degrees 43 minutes 01 seconds East, along said north line, a distance of 444.04 feet to a found 1/2" iron rod, capped "Pacheco-Koch", for corner;

THENCE North 82 degrees 16 minutes 16 seconds West, along the north line of said Lot 1R2, Block 1R1, CLASSIC HUMMER ADDITION a distance of 692.65 feet, to a found TxDOT monument in the east line of State Highway 121;

THENCE North 24 degrees 26 minutes 39 seconds East, along said east line, a distance of 227.10 feet, to a point for the beginning of a curve to the right with a radius of 2842.79 feet, a central angle of 17°09'45" and a chord which bears N32°57'02"E a distance of 840.99 feet;

THENCE Northeast along the arc of said curve a distance of 844.99 feet to the POINT OF BEGINNING, and containing 26.897 acres or 1,171,633 square feet of land.

JUN 02 2025

CU25-26

PRINCIPLE GRAPEVINE RE, LTD.
153 TREELINE PARK, SUITE 100
SAN ANTONIO, TEXAS 78209

May 30, 2025

City of Grapevine Planning Services Department
Attn: Lindsay Flores
200 S. Main Street
Grapevine, TX 76051

Subject: Narrative Letter – Conditional Use Permit Application for Front Signage
Principle Volkswagen Grapevine | 2351 William D. Tate Avenue, Grapevine, TX 76051

Ms. Flores,

We respectfully submit this letter in support of a proposed signage modification for the Principle Volkswagen Grapevine Automotive Dealership, located at 2351 William D. Tate Avenue in Grapevine, Texas 76051.

As part of our ongoing efforts to improve both the customer experience and site visibility, we are requesting approval for modifications as outlined in the accompanying site plan. Specifically, our proposal consists of the following:

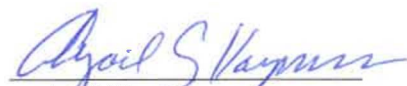
Installation of New Signage (Site Plan Notes 032):

We propose the installation of a new, 9-foot-long front-facing sign at the dealership's primary frontage. This new sign will serve as the principal branding element for Principle Volkswagen Grapevine and will comply with current Volkswagen brand design guidelines. The proposed signage has been carefully developed to ensure it is visually appropriate for the site, harmonious with surrounding developments, and compliant with local signage regulations. Considerations related to lighting, placement, and scale have all been made with the objective of enhancing the site's appearance without detracting from the aesthetic integrity of the community.

This signage enhancement is vital to maintaining the operational efficiency and brand consistency of the dealership, while simultaneously contributing to the commercial vitality and visual quality along William D. Tate Avenue.

We greatly appreciate your time and consideration of our request. Please do not hesitate to contact us should you have any questions or require additional documentation. We look forward to continuing our collaboration with the City of Grapevine to ensure the ongoing success and community alignment of our dealership.

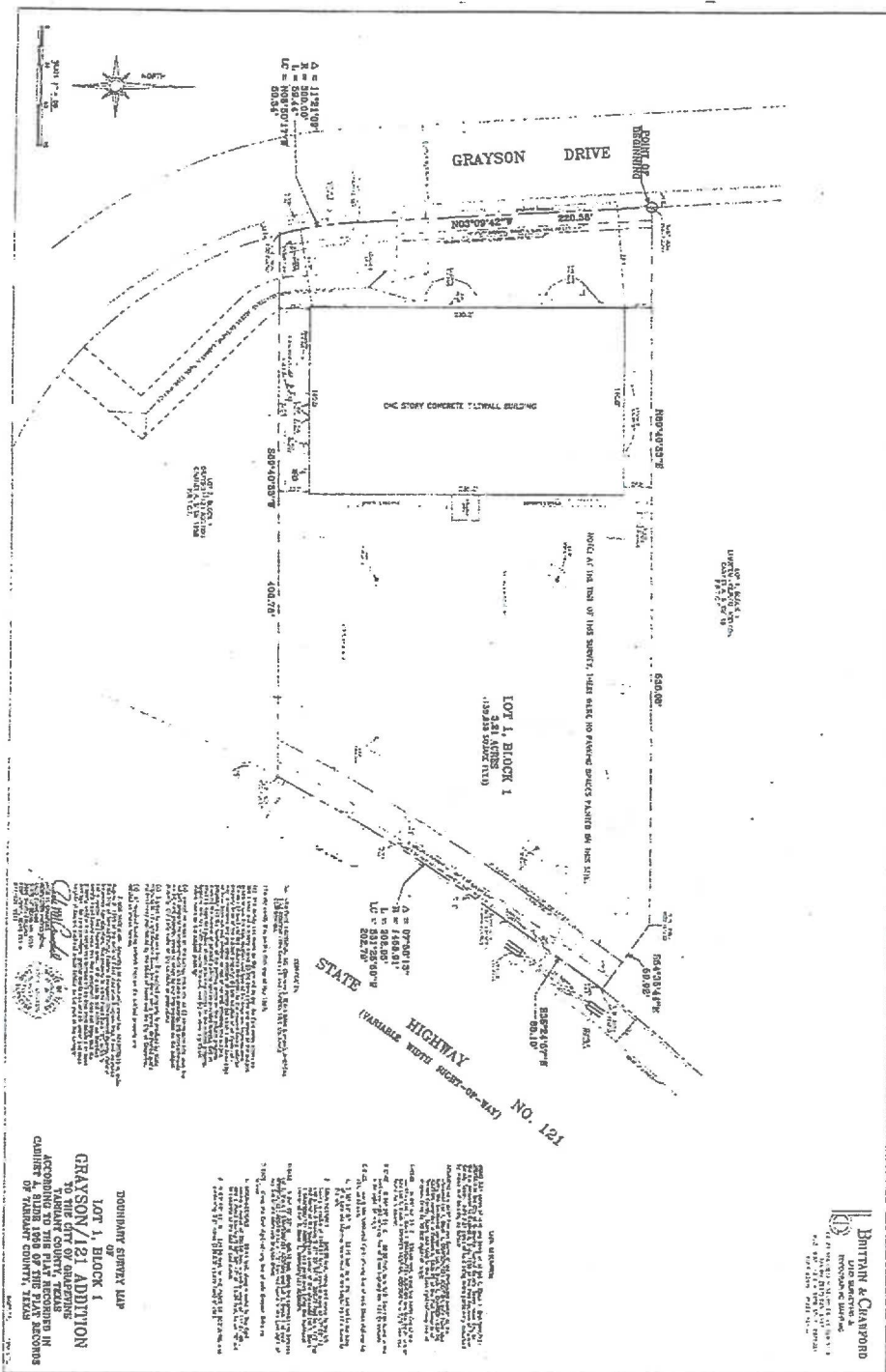
Sincerely,



Abigail Kampmann
Chief Executive Officer

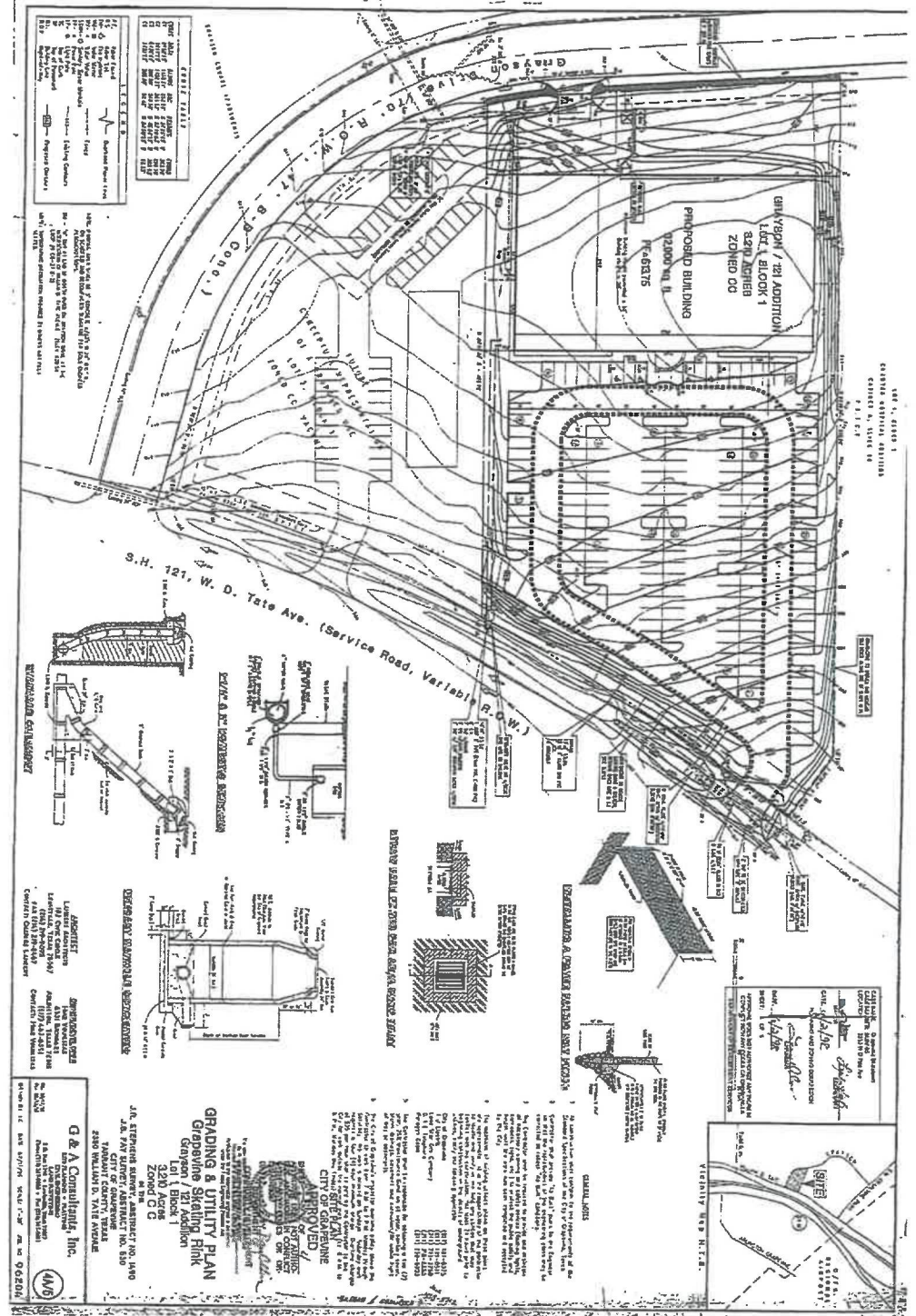


CU25-26



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By:

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Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

SPECIAL WARRANTY DEED

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: September 13, 2021

Grantor: Camilla Ann Properties, LLC, a Texas limited liability company

Grantor's Mailing Address: 153 Treeline Park, Suite 200, San Antonio, Texas 78209

Grantee: Principle Grapevine RE, Ltd., a Texas limited partnership

Grantee's Mailing Address: 153 Treeline Park, Suite 200, San Antonio, Texas 78209

Consideration: Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

First Baptist Church of Grapevine Addition Block 1, Lot 1R, an addition to the City of Grapevine, Tarrant County, Texas, according to plat recorded in Document No. D218053269 of the Official Public Records, Tarrant County, Texas

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Exceptions shown on Exhibit A and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021 and subsequent years, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to

JUN 02 2025
CU25-26

Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

Camilla Ann Properties, LLC, a Texas limited liability company



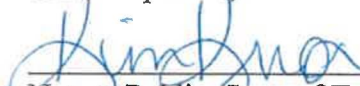
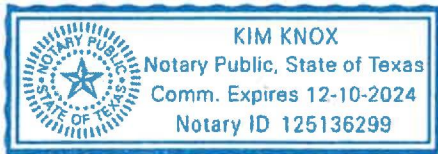
By: Abigail G. Kampmann, Manager

STATE OF TEXAS

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COUNTY OF BEXAR

This instrument was acknowledged before me on this 17th day of September, 2021 by Abigail G. Kampmann, Manager of Camilla Ann Properties, LLC.



Notary Public, State of Texas

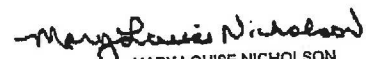
AFTER RECORDING RETURN TO:

Principle Grapevine RE, Ltd.
153 Treeline Park, Suite 200
San Antonio, Texas 78209



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
09/21/2021 01:43 PM

D221274934
DEED
Pages: 2
Fees: \$23.00


MARY LOUISE NICHOLSON
COUNTY CLERK



CU25-26

WT14-393186

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THAT THE UNDERSIGNED, **First Baptist Church of Grapevine, a Texas nonprofit corporation**, hereinafter called "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto **Abigail G. Kampmann**, herein referred to as "Grantee", whether one or more, the 26.897 acre tract of land consisting of all of Lot 1, FIRST BAPTIST CHURCH OF GRAPEVINE ADDITION, Tarrant County, Texas and more particularly described on Exhibit "A" attached hereto and incorporated by reference

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, easements, covenants and restrictions, if any, relating to the hereinabove described property as now reflected by the records of the County Clerk of Tarrant County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, by the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns against every person whomsoever claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

EFFECTIVE this 17 day of February, 2015.

First Baptist Church of Grapevine
a Texas nonprofit corporation

By:

Terry Weakley, Trustee

Johnny Knight, Trustee

Rodney Byers
Rodney Byers, Trustee

Bill Baker
Bill Baker, Trustee

Carl Sundeen
Carl Sundeen, Trustee



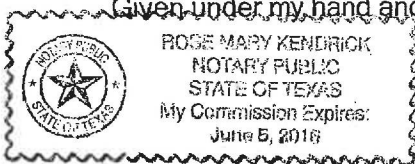
Grantee's Address:

153 Treeline Park, Suite 200
San Antonio, Texas 78209

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me the undersigned Notary on this day personally appeared Terry Weakley, in his capacity as Trustee of First Baptist Church of Grapevine, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal of office on this the 17th day of February, 2015.

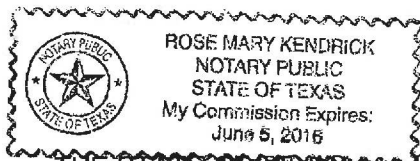


Rose Mary Kendrick
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me the undersigned Notary on this day personally appeared Johnny Knight, in his capacity as Trustee of First Baptist Church of Grapevine, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal of office on this the 17th day of February, 2015.

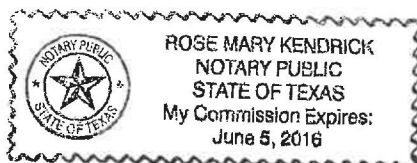


Rose Mary Kendrick
Notary Public in and for the State of Texas

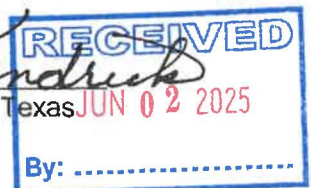
THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me the undersigned Notary on this day personally appeared Rodney Byers, in his capacity as Trustee of First Baptist Church of Grapevine, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal of office on this the 17th day of February, 2015.



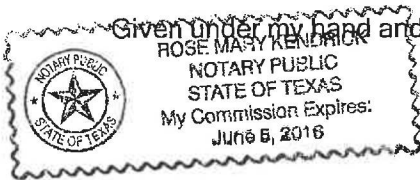
Rose Mary Kendrick
Notary Public in and for the State of Texas



U25-26

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me the undersigned Notary on this day personally appeared Bill Baker, in his capacity as Trustee of First Baptist Church of Grapevine, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

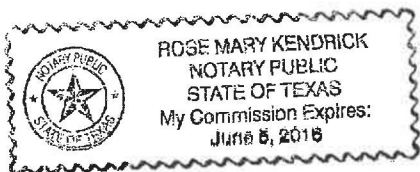


Given under my hand and official seal of office on this the 17th day of February, 2015.

Rose Mary Kendrick
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me the undersigned Notary on this day personally appeared Carl Sundeen, in his capacity as Trustee of First Baptist Church of Grapevine, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.



Given under my hand and official seal of office on this the 17th day of February, 2015.

Rose Mary Kendrick
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Abigail G. Kampmann
153 Treeline Park, Suite 200
San Antonio, TX 78209

PREPARED IN THE LAW OFFICE OF:

THE COX LAW FIRM, PLLC
1300 Norwood Dr., Suite 100
Bedford, TX 76022



CU25-26

EXHIBIT "A"

PROPERTY DESCRIPTION

Being a 26.897 acre tract of land consisting of all of Lot 1, Block 1, FIRST BAPTIST CHURCH OF GRAPEVINE ADDITION, recorded under instrument no. D209260320, Plat Records, Tarrant County, Texas (PRTCT), conveyed by deeds recorded under instrument numbers D203398196 and D20B081369, Deed Records, Tarrant County, Texas (DRTCT), to First Baptist Church of Grapevine, save and except a called 97,192 square feet tract of land conveyed to the State of Texas by deed recorded under instrument no. D210260790 DRTCT and being more particularly described by metes and bounds as follows:

COMMENCING at a found TxDOT monument in the previous east line of State Highway 121, said point being the northwest corner of said Lot 1;

THENCE North 89 degrees 52 minutes 17 seconds East, along the north line of said Lot 1, a distance of 121.93 feet to a found TxDOT monument in the east line of State Highway 121 for the POINT OF BEGINNING;

THENCE North 89 degrees 52 minutes 17 seconds East, continuing along said north line and passing the east line of said Randolph tract and a found 1/2" iron rod, 1.13 feet south of the line, at a distance of 74.60 feet, and continuing along the said north line, same being a south line of a City of Fort Worth-DFW Airport tract, recorded in Volume 5430, Page 249, DRTCT, in all a distance of 271.18 feet to a found 5" brass disk in concrete stamped, "DFW 54", for corner;

THENCE South 41 degrees 04 minutes 47 seconds East, continuing along said south line, a distance of 881.70 feet to a found 5/8" iron rod in the northwest line of Stone Myers Parkway for corner;

THENCE South 32 degrees 47 minutes 38 seconds West, along said northwest line, passing found 5/8" iron rods at 146.79 feet and 251.77 feet, in all a distance of 662.59 feet, to a found 5/8" iron rod, capped "SERVCON", at the beginning of a curve to the left with a radius of 987.50 feet, a central angle of 15°52'59" and a chord which bears S24°51'37"W a distance of 272.87 feet;

THENCE Southwest along the arc of said curve, continuing along said northwest line, a distance of 273.75 feet to a found 5/8" iron rod, capped "SERVCON", for corner;

THENCE South 89 degrees 23 minutes 17 seconds West a distance of 8.01 feet to a set 5/8" iron rod at the beginning of a non-tangent curve to the left with a radius of 837.50 feet, a central angle of 19°31'28" and a chord which bears S13°52'38"W a distance of 153.62 feet;

THENCE Southwest along the arc of said curve, and the northwest line of Stone Myers Parkway, a distance of 153.84 feet to a set 5/8" iron rod for corner in a north line of Lot 1R2, Block 1R1, CLASSIC HUMMER ADDITION, recorded under instrument no. D219164132 PRTCT;

THENCE North 61 degrees 57 minutes 24 seconds West, departing said northwest line and along said north line of Lot 1R2, a distance of 391.99 feet to a found 1/2" iron rod, capped "Pacheco-Koch", for an ell corner in the said north line;

THENCE North 97 degrees 43 minutes 01 seconds East, along said north line, a distance of 444.04 feet to a found 1/2" iron rod, capped "Pacheco-Koch", for corner;

THENCE North 82 degrees 16 minutes 16 seconds West, along the north line of said Lot 1R2, Block 1R1, CLASSIC HUMMER ADDITION a distance of 692.65 feet, to a found TxDOT monument in the east line of State Highway 121;

THENCE North 24 degrees 26 minutes 39 seconds East, along said east line, a distance of 227.10 feet, to a point for the beginning of a curve to the right with a radius of 2B42.79 feet, a central angle of 17°09'45" and a chord which bears N32°57'02"E a distance of 840.99 feet;

THENCE Northeast along the arc of said curve a distance of 844.99 feet to the POINT OF BEGINNING, and containing 26.897 acres or 1,171,633 square feet of land.

CU25-26

RECEIVED

JUN 02 2025

By:

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

ABIGAIL G KAMPMANN
153 TREELINE PARK 200
SAN ANTONIO, TX 78209

Submitter: FEDERAL TITLE INC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/19/2015 1:59 PM

Instrument #: D215034485

WD

5

PGS

\$28.00

By: _____

Mary Louise Garcia

D215034485

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



CU25-26

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

KNOW ALL BY THESE PRESENTS:

THAT THE UNDERSIGNED, ABIGAIL G. KAMPMANN, as her sole and separate property, hereinafter called the "*Grantor*," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto CAMILLA ANN PROPERTIES, LLC, hereinafter called the '*Grantee*,' whether one or more, an undivided 100% of Grantor's right, title and interest in and to the following described real property ("*Property*"):

First Baptist Church of Grapevine Addition Block 1, Lot 1R, an addition to the City of Grapevine, Tarrant County, Texas, according to the plat recorded in Document No. D218053269 of the Official Public Records, Tarrant County, Texas.

This conveyance, however, is made and accepted subject to the following exceptions to conveyance and warranty: those Exceptions to Conveyance and Warranty set forth on Exhibit "A," attached hereto and incorporated herein by reference.

CU26-26



Grantor, for the consideration set forth herein and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances in any way belonging thereto, TO HAVE AND TO HOLD the Property to Grantee and Grantee's heirs, successors, and assigns forever.

Grantor does hereby bind Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, other than the Exceptions to Conveyance and Warranty.

Ad valorem taxes applicable to the Property have been paid up to, and including the year 2019. Grantee hereby assumes payment of ad valorem taxes for the year 2020.

WHEREAS, this Special Warranty Deed is dated to become effective as of 20 the day of February, 2020, by:

[SIGNATURE PAGE TO FOLLOW]



CU25-26

GRANTOR:


ABIGAIL G. KAMPMANN,
as her sole and separate property

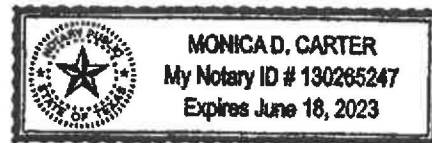
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me on the 20th day of February, 2020, by ABIGAIL G. KAMPMANN.


NOTARY PUBLIC, STATE OF TEXAS

My commission expires on June 18, 2023



After Recording, please return to Grantee at: 153 Treeline Park, Suite 200
San Antonio, Texas 78209



CU25-26

Exhibit "A"

Permitted Exceptions

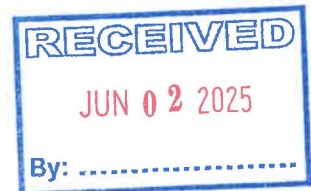
1. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years.
2. The following items as shown on the Plat recorded under Clerk's File No. D218053269, Official Public Records, Tarrant County, Texas, and shown on survey prepared by Darren K. Brown, RPLS# 5252, dated October 23, 2017 (the "Survey"):
 - a) Unidentified line from the North, Northeast, South and Southwesterly property lines;
 - b) Unidentified lines from the Southeasterly property line;
 - c) 10 foot Utility Easement along the North, Northeast, South, Southeast, and Southwesterly property lines and as shown on the Survey;
 - d) 10 foot Water Line Easement over and across property and as shown on the Survey;
 - e) Variable width Drainage Easement over and across property and as shown on the Survey;
 - f) 25 foot Landscape, Water & Drainage Easement and 25 foot Building setback line Easement adjacent to westerly line and as shown on the Survey;
 - g) A portion of a 15 foot Landscape Easement running across South corner of property and as shown on the Survey;
 - h) 30 foot shared access easement and as shown on the Survey;
 - i) 15 foot water easement over and across property and as shown on the Survey;
 - j) Avigation Release as noted on the Survey, and
 - k) Ultimate 100 Year Flood Plain and Drainage Easement.
3. Easement(s) and rights incidental thereto, as granted in a document: Granted to: Texas Power & Light Company
Purpose: As provided in said document
Recording Date: July 16, 1937
Recording No: Volume 1340, Page 289, Real Property Records, Tarrant County, Texas, and noted Survey.
4. Easement(s) and rights incidental thereto, as granted in a document: Granted to: City of Grapevine, Texas, a municipal corporation
Purpose: As provided in said document
Recording Date: June 8, 2005
Recording No: under Clerk's File No. D205161584, Real Property Records, Tarrant County, Texas, and as shown on the Plat recorded under Clerk's File No. D218053269, Official Public Records, Tarrant County, Texas, and shown on the Survey.



5. Easement(s) and rights incidental thereto, as granted in a document: Granted to: City of Grapevine, Texas
Purpose: As provided in said document
Recording Date: June 8, 2005
Recording No: under Clerk's File No. D205161585, Real Property Records, Tarrant County, Texas, and as shown on the Plat recorded under Clerk's File No. D218053269, Official Public Records, Tarrant County, Texas, and shown on the Survey.
6. Easement(s) and rights incidental thereto, as granted in a document: Granted to: City of Grapevine, Texas
Purpose: As provided in said document
Recording Date: September 28, 2005
Recording No: under Clerk's File No. D205288778, Real Property Records, Tarrant County, Texas, and as shown on the Plat recorded under Clerk's File No. D218053269, Official Public Records, Tarrant County, Texas, and shown on the Survey.
7. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated February 8, 2007, recorded February 22, 2007 at under Clerk's File No. D207063138 of the Official Records of Tarrant County, Texas, and noted on the Survey, which document contains the following language: Grantors herein reserves unto themselves, their heirs, successors and/or assigns, all oil, gas and other minerals presently owned by them. Reference to which instrument is here made for particulars.
8. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated January 10, 2007, by and between Jerry V. Durant a/k/a Jerry Durant et al, as Lessor, and Chesapeake Exploration Limited Partnership, an Oklahoma limited partnership, as Lessee, recorded January 19, 2007 at under Clerk's File No. D207022331 of the Official Records of Tarrant County, Texas, and noted on the Survey. Reference to which instrument is here made for particulars.

As affected by Amendment and Extension of Paid Up Oil and Gas Lease filed of record December 4, 2009 and recorded under Clerk's File No. D209317571, Real Property Records, Tarrant County, Texas, and noted on the Survey.
9. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated August 11, 2008, by and between First Baptist Church of Grapevine, as Lessor, and Chesapeake Exploration, LLC, an Oklahoma limited liability company, as Lessee, as evidenced by a Memorandum thereof, recorded January 6, 2009 at under Clerk's File No. D209002720 of the Official Records of Tarrant County, Texas, and noted on the Survey. Reference to which instrument is here made for particulars.

As affected by Amendment, Extension, Ratification & Revivor of Oil and Gas Lease filed of record September 28, 2015 and recorded under Clerk's File No. D215219261, Real Property Records, Tarrant County, Texas, and noted on the Survey.



CU25-26



MARY LOUISE NICHOLSON
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

CAMILLA ANN PROPERTIES LLC
153 TREELINE PARK STE 200
SAN ANTONIO, TX 78209

Submitter: PRINCIPLE VOLKSWAGEN

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 4/29/2020 9:49 AM

Instrument #: D220096792

WD

6

PGS

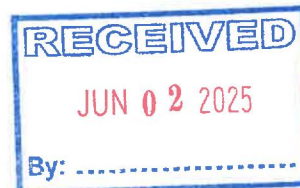
\$35.00

By: _____

Mary Louise Nicholson

D220096792

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



U25-26



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Comptroller.Texas.Gov

September 03, 2021

PRINCIPLE GRAPEVINE RE, LTD.
153 TREELINE PARK STE 200
SAN ANTONIO TX 78209-1880

Taxpayer number	32080652111
File number	0804196498
WebFile number	FQ468058

Dear Taxpayer:

Congratulations on registering your business with the Texas Secretary of State. In addition to being the state's chief financial officer and tax collector, I am a strong advocate for growth in our economy, and my office plays an important role in ensuring businesses like yours continue to thrive in the state of Texas. Part of that responsibility is to be a resource when your business needs assistance.

Customer service is my top priority, and my staff is ready to help you with questions related to your business' state tax responsibilities. The agency website, www.comptroller.texas.gov, contains a wealth of resources about the various taxes we administer. There you can find publications, answers to frequently asked questions, tax rules, electronic reporting options and more. In the right hand corner of each page, there is a link to "contact us," where you will find information on how to reach us if you do not find your answer online.

The Secretary of State notified us that your company was recently registered with their office. The company you registered is subject to the franchise tax, which my office administers. Accordingly, we have created a franchise tax account based on the information you provided at the time of registration.

Please review and update your account information at your earliest convenience. Most important is to ensure the address we have on file is the address where your company wants to receive tax mailings from us.

To view and correct your account information, go to www.comptroller.texas.gov/taxes/file-pay/. If you have not used WebFile before, you will register as a new user, and there is a video to assist you with that process. When you are ready to get started, select the Franchise Tax Accountability Questionnaire under Other Electronic Reporting Tools. Select "continue to log in" at the bottom of the page to sign in. You will need the WebFile number located at the top of this letter.

The company's first franchise tax report is due on 05/16/2022. We will send you a reminder letter with filing instructions well before the due date. You can contact our office for assistance at 1-800-252-1381.

I appreciate the work you do and the contributions you make to Texas. I wish you the best of luck in all your business endeavors.

Sincerely,


Glenn Hegar

JUN 02 2025

CU25-26

FRANCHISE TAX ACCOUNT STATUS

This record as of May 30, 2025 at 16:15:29

PRINCIPLE GRAPEVINE RE, LTD.

Texas 32080652111

Taxpayer
Number:

Mailing 153 TREELINE PARK STE 100
Address: SAN ANTONIO, TX 78209 - 1880

Right to ACTIVE
Transact
Business in
Texas:

State of TX
Formation:

SOS ACTIVE
Registration
Status
(SOS status
updated
each
business
day):

Effective SOS 08/18/2021
Registration
Date:

Texas SOS 0804196498
File Number:

Registered ABIGAIL KAMPMANN
Agent Name:

Registered 153 TREELINE SUITE 200
Office Street SAN ANTONIO, TX 78209
Address:

JUN 02 2025

CU25-26

Public Information Report for Year

2024

CC ITEM #3,20
P&Z ITEM #8, 14

Title	Name and Address
GENERAL PA	PRINCIPLE AUTO SAN ANTONIO LLC 153 TREELINE SUITE 200 SAN ANTONIO, TX 78209

JUN 02 2025

C425-26

Lindsay Flores

From: Lindsay Flores
Sent: Thursday, May 15, 2025 10:15 AM
To: [REDACTED]
Cc: Albert Triplett; Ashlee Mosley
Subject: Pre-Submittal Phone Call - Volkswagen
Attachments: Simple brand sign_2025 final.png; A102 - NOTED SITE PLAN - VW OF GRAPEVINE_w 2025 signs.pdf; sign locations_2025.pdf

Good morning,

Thank you for taking my phone call today. Below is a recap of what we discussed for the proposal at 2351 William D Tate Avenue.

CONDITIONAL USE PERMIT:

This proposal will require a conditional use permit (CUP) for signage. The conditional use permit will require:

- Overall site plan,
- Dimensional control site plan, (label all uses and include dimensions for all uses- i.e., yoga/ gym/ massage room/ lobby/ etc.)
- Elevations and dimensions of the signs, and
- Narrative letter

Please note, if any sheets are missing at time of submittal, staff will deny the submittal and push the appointment to the next available submittal date. Applications should be filled out completely with wet signatures and notarizations. Payment is due at time of submittal.

Submittals for the CUP are only accepted on the first Monday of each month with a scheduled appointment. Appointments fill up quickly, so let us know sooner rather than later if you will be prepared to submit.

This property is designated CQ – Commercial on Map 2: Future Land Use Map of the Comprehensive Master Plan and is zoned “CC”, Community Commercial district.

PUBLIC HEARING:

The City of Grapevine conducts a joint public hearing with the City Council and Planning and Zoning Commission. If everything stays on track, the case will go to the public hearing on the third Tuesday of the month following the submittal. The final approval or denial will be determined at that hearing.

ADDITIONAL INFORMATION:

Below is some important additional information to keep in mind:

- **Building permit plan set submittal** – Can be submitted at the same time as civils or CUP applications but will not be released until approval of CUP and civil construction drawings. Building Services needs three copies of plan set. Plans must be a minimum of 11” X 17” and printed to scale. Only final construction documents are accepted for review.
 - 2021 I-codes were adopted in November 2023 and are now in effect as of January 1, 2024
- **Changes to approved plans** - Any minor changes to an approved site plan will need to go through the Site Plan Review Committee for approval or denial. Major changes to the approved site plan will have to go back through the CUP process and to City Council and Planning and Zoning Commission through joint a public hearing.

- **Mechanical equipment** - Needs to be screened from view. Parapet wall should be used atop buildings rather than a device. Needs to be located at least 120 feet away from the adjacent residential.
- **Signs** - Wall signage cannot exceed 25% of the face of the wall. If utilizing a pole sign, requires a CUP. Signage details must be included in the CUP application materials.
- **Parking** - Refer to Sections 56 parking ratios and loading requirements.
- **Lighting** – Lighting levels at the property line cannot exceed the standards in “CC”

Please let us know if you have any questions. We would appreciate a receipt of this email.

Thank you,



Lindsay Flores
Planner I
City of Grapevine
200 S. Main St. Grapevine, TX 76051
p: 817.410.3154
<https://bit.ly/GrapevinePlanning>

JUN 02 2025
CU25-26

**AGREEMENT OF LIMITED
PARTNERSHIP
PRINCIPLE GRAPEVINE RE, LTD.**



CU25-26

PRINCIPLE GRAPEVINE RE, LTD.
LIMITED PARTNERSHIP AGREEMENT

This Agreement of Limited Partnership ("Agreement") is made and entered into as of August 17, 2021, between PRINCIPLE AUTO SAN ANTONIO, LLC, as General Partner ("General Partner"), and Abigail G. Kampmann and Mark L. Smith as Limited Partners (individually, a "Limited Partner" and collectively, the "Limited Partners"). These parties have agreed to be partners in PRINCIPLE GRAPEVINE, LTD., a Texas limited partnership (the "Partnership"), pursuant to the provisions of the Texas Business Organizations Code (the "TBOC") and the terms and conditions set forth below.

SECTION 1
GENERAL PROVISIONS

1.1 Name and Place of Business. The business of the Partnership shall be conducted under the name "PRINCIPLE GRAPEVINE, LTD." The principal place of business, unless changed by the General Partner, after giving notice to all Partners (defined below), shall be 153 TREELINE PARK, Suite 200, SAN ANTONIO, TEXAS 78209.

1.2 Purposes. The business of the Partnership shall be to own real estate upon which a Volkswagen dealership is operated in Grapevine, Texas. The Partnership shall neither include nor participate in any insurance, reinsurance, warranty, or related products or opportunities related to same which will be owned and managed separately.

1.3 Term. The term of the Partnership shall commence on the date the Certificate of Formation (the "Certificate") is filed in the office of the Secretary of State of the State of Texas in accordance with the TBOC and shall continue in existence perpetually or until the termination of the Company in accordance with the provisions of Section 6 of this Agreement.

1.4 General Partner. The name and address of each General Partner of the Partnership shall be:

<u>Name</u>	<u>Address</u>
PRINCIPLE AUTO SAN ANTONIO, LLC	153 Treeline Park, Suite 200 San Antonio, Texas 78209

1.5 Class A Limited Partners. The name and address of each Class A Limited Partner of the Partnership shall be:

<u>Name</u>	<u>Address</u>
ABIGAIL G. KAMPMANN	153 Treeline Park, Suite 200 San Antonio, Texas 78209
MARK L. SMITH	2320 Clubs Drive Boerne, Texas 78006

1.6 Definitions. As used in this Agreement, the following terms have the following meanings:

"Agreement" means this Agreement of Limited Partnership.

"Capital Account" shall mean with respect to any Partner the capital account which the Partnership establishes and maintains for such Partner pursuant to Section 3.1.

"Capital Contribution" means any contribution by a Partner to the capital of the Partnership.

"Cash Available for Distribution" shall mean all cash received by the Partnership from all sources (including capital contributions and borrowings), less cash expended or reserved, in the commercially reasonable discretion of the General Partner, (i) for liabilities (contingent or otherwise), federal, state and local taxes, expenses, capital expenditures, and obligations of the Partnership or obligations secured by the assets of the Partnership, or (ii) for any other reason deemed beneficial by the General Partner for the Partnership or the Partners.

"Certificate" means the Certificate of Formation on file with the Secretary of State of the State of Texas.

"Class A Ownership Interests" means the Ownership Interests of ownership in the Partnership designated as the "Class A Units" herein and having the rights pertaining thereto as are set forth in this Agreement.

"Class A Partner" means each of the Limited Partners identified in the books and records of the Partnership as a Class A Partner.

"Class B Ownership Interests" means the Units of partnership interest in the Partnership designated as the "Class B Units" herein and having the rights pertaining thereto as are set forth in the Agreement. Class B limited partnership interests shall have no voting rights and for further clarity, in any instance where unanimous consent is required in this Agreement, a Class B Limited Partner's consent is not required.

"Class B Partner" means each of the Limited Partners identified in the books and records of the Partnership as a Class B Limited Partner. Class B limited partnership interests shall have no voting rights, and for further clarity, in any instance where unanimous consent is required in this Agreement, a Class B Limited Partner's consent is not required.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, the provisions of succeeding law, and to the extent applicable, the Regulations thereunder.

"Disabling Event" shall mean (i) the death of any Partner who is a natural person; (ii) a determination by a court of competent jurisdiction that any Partner who is a natural person is legally incompetent; or (iii) the termination or winding up, whether by merger or otherwise, of any Partner who is a firm, corporation, trust, or other entity.

"Disabled Member" shall mean a Member with regard to whom a Disabling Event has occurred.

"Dispose," "Disposing," or "Disposition" shall mean a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof.

"Divorced Partner" shall have the meaning ascribed to it in Section 9.6.

"Employed Limited Partner" means any Class B Partner that is employed by or providing services to an affiliate of the Partnership or the General Partner. Employed Limited Partner(s) shall have no voting rights and for further clarity, in any instance where unanimous consent is required in this Agreement, an Employed Limited Partner's consent is not required.

"Family Member" shall have the meaning ascribed to it in Section 13.8.

"Fiscal Year" shall mean the Partnership's fiscal year for accounting and tax purposes as defined in Section 11.1.

"General Partner" means any Person executing this Agreement as of the date of this Agreement as a General Partner or hereafter admitted to the Partnership as a General Partner provided in this Agreement, but does not include any Person who has ceased to be a General Partner of the Partnership.

"Incapacitated" or "Incapacity" means physical or mental disability, or both, as determined by the physician regularly attending the incapacitated individual.

"Indemnified Partners" shall have the meaning ascribed to it in Section 7.6 hereof.

"Initial Seller" shall have the meaning ascribed to it in Section 9.4.

"Insolvency Event" means, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors, a decision that (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against a Person in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator, or similar official; (iv) makes an assignment for the benefit of a Person's creditors; or (v) admits in writing to a Person's inability to pay its debts as they become due.

"Insolvent Partner" shall have the meaning ascribed to it in Section 9.7.

"Interest Holder" means any Person who holds an Ownership Interest, regardless of whether such Person has been admitted to the Partnership as a Limited Partner. "Interest Holders" means all such Persons.

"Line of Business" means ownership and management of automobile dealerships.

"Limited Partner" means any Person executing this Agreement as of the date of this Agreement as a Limited Partner or hereafter admitted to the Partnership as a Limited Partner provided in this Agreement, but does not include any Person who has ceased to be a Limited Partner of the Partnership.

"Majority Interest" means Class A Partners with voting rights holding among them more than 50% of all Class A Units of Ownership Interests; *provided, however*, that, if a provision of this Agreement provides that a Majority Interest, for purposes of such provision, is to be calculated or determined without reference to one or more excluded Partners, then, solely for purposes of such provision, "Majority Interest" shall mean Partners, other than the excluded Partners and Class B Partners, holding among them more than 50% of all Class A Units of Ownership Interests, other than Ownership Interests held by such excluded Partners and shall not include Class B Units. A "Majority Interest of the Limited Partners" means Class A Limited Partners with voting rights holding among them more than 50% of all Class A Units then held by Limited Partners. A "Majority Interest of the General Partner" means General Partner holding among them more than 50% of all Units then held by General Partner.

"Net Book Value" shall mean the company's assets (original cost) minus accumulated depreciation and amortization (using tax depreciation and amortization) less the company's liabilities (long and short term and related parties loans).

"Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions, and credits of the Partnership in the aggregate or separately stated, as appropriate, determined in accordance with accounting principles consistent with the general method of accounting employed by the Partnership at the close of each fiscal year for federal income tax purposes.

"Nonrecourse Liability" shall have the meaning set forth in Regulations Section 1.752-1(a)(2).

"Ownership Interests" with respect to any Partner or assignee means" the Class A Ownership Interests and any Class B Ownership Interests authorized in accordance with this Agreement, which shall constitute interests in the Partnership as provided in this Agreement and under the TBOC, entitling the holders thereof to the relative rights, title and interests in the profits, losses, deductions and credits of the Partnership at any particular time as set forth in this Agreement, and any and all other benefits to which a holder thereof may be entitled as a Partner as provided in this Agreement, together with the obligations of such Partner to comply with all terms and provisions of this Agreement.

"Partner" means any Person executing this Agreement as of the date of this Agreement as a Partner (whether as a general partner or a limited partner) or hereafter admitted to the Partnership as a Partner provided in this Agreement, but does not include any Person who has ceased to be a Partner of the Partnership.

"Partnership" means PRINCIPLE GRAPEVINE, LTD., a Texas limited partnership.

"Partnership Interest" means the interest of a Partner in the Partnership, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information and to consent or approve Partnership actions.

"Partnership Minimum Gain" shall have the meaning ascribed to the term "Partnership Minimum Gain" in the Regulations Section 1.704-2(d).

"Partner Nonrecourse Debt" shall have the meaning ascribed to the term "Partner Nonrecourse Debt" in Regulations Section 1.704-2(b)(4).

"Partner Nonrecourse Deductions" shall mean items of Partnership loss, deduction, or Code Section 705(a)(2)(B) expenditures which are attributable to Partner Nonrecourse Debt.

"Permitted Transferee" means a Family Member, a Person who is a Partner at the time in question, or any other Person approved by the General Partner and a Supermajority in Interest of the Limited Partners with respect to a particular transfer of Ownership Interests.

"Person" includes an individual, as defined in TBOC §1.002(38), an organization, as defined in TBOC §1.002(62), government, governmental agency, governmental subdivision and governmental instrumentality.

"Pro Rata" means the ratio determined by dividing the Units of Interest Holders to whom a particular provision of this Agreement is stated to apply by the aggregate of the Units of all Interest Holders to whom that provision is stated to apply.

"Regulations Section" shall, unless the context clearly indicates otherwise, mean the section of the regulations currently in force as final or temporary that have been issued by the U.S. Department of Treasury pursuant to its authority under the Code.

"Supermajority Interest" shall mean Class A Partners with voting rights holding among them more than 85% of all Class A Units of Ownership Interests; *provided, however,* that, if a provision of this Agreement provides that a Supermajority Interest, for purposes of such provision, is to be calculated or determined without reference to one or more excluded Partners, then, solely for purposes of such provision, "Supermajority Interest" shall mean Partners, other than the excluded Partners and Class B Partners, holding among them more than 85% of all Class A Units of Ownership Interests, other than Ownership Interests held by such excluded Partners and Class B units.

"Tag-Along Buyer" shall have the meaning ascribed to it in Section 9.4.

"Tag-Along Notice" shall have the meaning ascribed to it in Section 9.4.

"Tag-Along Sellers" shall have the meaning ascribed to it in Section 9.4.

"Tax Distributions" shall have the meaning ascribed to it in Section 5.1B.

"TBOC" means the Texas Business Organizations Code and any successor code or statute, as such may be amended from time to time.

"Trigger Date" shall have the meaning ascribed to it in Section 9.5.

"Units" with respect to any Partner or assignee means" the Class A Units and any other Class B Units authorized in accordance with this Agreement, which shall constitute

interests in the Partnership as provided in this Agreement and under the TBOC, entitling the holders thereof to the relative rights, title and interests in the profits, losses, deductions and credits of the Partnership at any particular time as set forth in this Agreement, and any and all other benefits to which a holder thereof may be entitled as a Partner as provided in this Agreement, together with the obligations of such Partner to comply with all terms and provisions of this Agreement.

Other terms defined herein have the meanings so given them.

1.7 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. Words in the singular number include the plural, and vice versa, unless the context requires otherwise. Unless otherwise specified, all references to sections refer to sections of this Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof for all purposes.

SECTION 2 CONTRIBUTIONS AND UNITS

2.1 Initial Contributions. The Partners' initial contributions are described on attached EXHIBIT A.

2.2 Additional Contributions to Satisfy Automobile Manufacturer. The Partners have agreed to make additional contributions as need to satisfy the capitalization requirements of any automobile dealership owned by the Partnership.

2.3 No Additional Contributions Required. No Partner shall be required to make any additional Capital Contributions to the Partnership unless the Partners unanimously agree to contribute additional cash or property in proportion to their respective Ownership Interests.

2.4 No Interest on Contributions. The Partners shall not receive interest on their Capital Contributions to the Partnership.

2.5 Loans to Partnership. Subject to the approval of the General Partner, any one or more of the Partners may lend the Partnership amounts to pay for capital expenditures or for operating cash deficits instead of the Partners funding such costs through additional contributions. Alternatively, the Partnership may borrow such sums from a bank or other lender. Loans by a Partner to the Partnership shall not be considered Capital Contributions and such loans shall not result in any increase in the amount of the Capital Account of such Partner. All loans to the Partnership by the Partners shall bear interest at agreed upon by the partners, and if no agreement, a rate the greater of (1) five percent, or (2) the then secured overnight financing rate as published by the Federal Reserve Bank, or its successor, plus 175 basis points (an additional 1.75%) and may be secured by Partnership property and for such period and on such terms as the General Partner shall determine.

2.6 Return of Contributions. Except as specifically provided in this Agreement, no Partner shall have a right to withdraw or to be repaid any amount contributed to the Partnership or any portion of his or her Capital Account.

2.7 Units of Ownership in Partnership. For purposes of evidencing each Partner's Ownership Interest in capital, income, gains, losses, tax deductions, tax credits, distributions, and any other rights, obligations or assets of the Partnership, the Limited Partners' total ownership interests will be 1,000 units [representing one hundred percent (100%) of the total ownership interests in the Partnership]. All transfers of Partnership Interests shall be made in Units, or fractions thereof, which shall entitle the holder to a pro-rata portion (rounded to the nearest tenth of a percent) of the capital, income, gains, losses, tax deductions, tax credits, distributions, and any other rights, obligations, or assets of the Partnership, subject to the obligations represented by such Ownership Interest as set forth in this Agreement. The Units initially are comprised of two Classes: Class A Units and Class B Units. Class B Units shall have no voting rights, shall not exceed 10% of the total Ownership Interests in the Partnership at any time, and shall be subject to the transfer restrictions outlined in Section 9.9. The Partners' initial Units, Class of Units and Ownership Interests are set forth on EXHIBIT B.

2.8 Non-Equity General Partner. The General Partner shall be a non-equity partner and shall not own any interest in the Partnership. It shall continue to have all of the liabilities associated with a general partner under the TBOC. The position of General Partner shall be management position only and shall not entitle the General Partner to any equity ownership in the Partnership. The Limited Partners' Ownership Interests shall represent identical rights to capital, income, gains, losses, tax deductions, tax credits, distributions, and any other rights, obligations, or assets of the Partnership under this Agreement. Class A Units and Class B Units shall have the same the rights (i) to share in Profits and Losses or items thereof; (ii) to share in Partnership distributions; and (iii) upon dissolution and liquidation of the Partnership. All Units of a particular Class shall have identical rights in all respects as all other Units of such Class, except in each case as otherwise specified in this Agreement.

2.9 Tax Status. Each of the Partners hereby recognizes that the Partnership will be subject to the provisions of Sub-chapter K of Chapter 1 of Subtitle A of the Code.

SECTION 3 MARKET-VALUE CAPITAL ACCOUNTS

3.1 Initial Capital Accounts of Partners. The Partnership shall establish an individual Capital Account for each Partner. The initial Capital Accounts of the Partners shall be based on the fair market value of the property contributed by the Partner to the Partnership. The initial Capital Accounts and the initial number of Units held by each Partner are reflected on EXHIBIT B.

3.2 Maintenance of Capital Accounts. The Partnership shall determine and maintain each Capital Account in accordance with Regulations Section 1.704-1(b)(2)(iv). If a Partner transfers all or a part of his or her Units in accordance with this Agreement, such Partner's Capital Account attributable to the transferred Units shall carry over to the new Interest Holder of such Units pursuant to Regulations Section 1.704-1(b)(2)(iv)(1).

3.3 Negative Capital Accounts. No Interest Holder will be required to pay to the Partnership or to any other Person any deficit or negative balance which may exist from time to time in the Interest Holder's Capital Account.

SECTION 4
ALLOCATION OF PROFITS AND LOSSES

4.1 Allocations of Net Profit and Net Loss.

A. Net Loss. Net Losses shall be allocated to the Interest Holders in proportion to their Ownership Interests. Notwithstanding the previous sentence, loss allocations to an Interest Holder shall be made only to the extent that such loss allocations will not create a deficit Capital Account balance for that Interest Holder in excess of an amount, if any, equal to such Interest Holder's share of Partnership Minimum Gain that would be realized on a foreclosure of the Partnership's property. Any loss not allocated to an Interest Holder because of the foregoing provision shall be allocated to the other Interest Holders (to the extent the other Interest Holders are not limited in respect of the allocation of losses under this Section 4.1A). Any loss reallocated under this Section 4.1A shall be taken into account in computing subsequent allocations of income and losses pursuant to this Section 4, so that the net amount of any item so allocated and the income and losses allocated to each Interest Holder pursuant to this Section 4, to the extent possible, shall be equal to the net amount that would have been allocated to each such Interest Holder pursuant to this Section 4 if no reallocation of losses had occurred under this Section 4.1A.

B. Net Profit. Subject to the provisions of Section 4.1A of this Agreement, Net Profits shall be allocated to the Interest Holders in proportion to their Ownership Interests.

4.2 Special Allocations.

A. Minimum Gain Chargeback. Notwithstanding Section 4.1, if there is a net decrease in Partnership Minimum Gain during any Fiscal Year, each Interest Holder shall be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, in subsequent fiscal years) in an amount equal to the portion of such Interest Holder's share of the net decrease in Partnership Minimum Gain that is allocable to the disposition of Partnership property subject to a Nonrecourse Liability, which share of such net decrease shall be determined in accordance with Regulations Section 1.704-2(g)(2). Allocations pursuant to this Section 4.2A shall be made in proportion to the amounts required to be allocated to each Interest Holder under this Section 4.2A. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(f). This Section 4.2A is intended to comply with the minimum gain chargeback requirement contained in Regulations Section 1.704-2(f) and shall be interpreted consistently herewith.

B. Chargeback of Minimum Gain Attributable to Partner Nonrecourse Debt. Notwithstanding Section 4.1 of this Agreement, if there is a net decrease in Partnership Minimum Gain Attributable to a Partner Nonrecourse Debt, during any Fiscal Year, each Interest Holder who has a share of the Partnership Minimum Gain attributable to such Partner Nonrecourse Debt (which share shall be determined in accordance with Regulations Section 1.704-2(i)(5)) shall be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, in subsequent Fiscal Years) in an amount equal to that portion of such Interest Holder's share of the net decrease in Partnership Minimum Gain attributable to such Partner Nonrecourse Debt that is allocable to the disposition of Partnership property subject to such Partner Nonrecourse Debt (which share of such net decrease shall be determined in accordance with Regulations Section

1.704-2(i)(5)). Allocations pursuant to this Section 4.2B shall be made in proportion to the amounts required to be allocated to each Interest Holder under this Section 4.2B. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(i)(4). This Section 4.2B is intended to comply with the minimum gain chargeback requirement contained in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

C. Nonrecourse Deductions. Notwithstanding Section 4.1, any nonrecourse deductions (as defined in Regulations Section 1.704-2(b)(1)) for any Fiscal Year or other period shall be specially allocated to the Interest Holders in proportion to their Percentage Interests.

D. Partner Nonrecourse Deductions. Notwithstanding Section 4.1, those items of Partnership loss, deduction, or Code Section 705(a)(2)(B) expenditures which are attributable to Partner Nonrecourse Debt for any Fiscal Year or other period shall be specially allocated to the Interest Holder who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such items are attributable in accordance with Regulations Section 1.704-2(i).

E. Qualified Income Offset. Notwithstanding Section 4.1, if an Interest Holder unexpectedly receives any adjustments, allocations, or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), or any other event creates a deficit balance in such Interest Holder's Capital Account in excess of such Interest Holder's share of Partnership Minimum Gain, items of Partnership income and gain shall be specially allocated to such Interest Holder in an amount and manner sufficient to eliminate such excess deficit balance as quickly as possible. Any special allocations of items of income and gain pursuant to this Section 4.2E shall be taken into account in computing subsequent allocations of income and gain pursuant to this Section 4 so that the net amount of any item so allocated and the income, gain, and losses allocated to each Interest Holder pursuant to this Section 4 to the extent possible, shall be equal to the net amount that would have been allocated to each such Interest Holder pursuant to the provisions of this Section 4.2E if such unexpected adjustments, allocations, or distributions had not occurred.

4.3 Code Section 704(c) Allocations. Notwithstanding any other provision in this Section 4, in accordance with Code Section 704(c) and the Regulations promulgated thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its fair market value on the date of contribution. Allocations pursuant to this Section 4.3 are solely for purposes of federal, state and local taxes. As such, they shall not affect or in any way be taken into account in computing an Interest Holder's Capital Account or share of profits, losses, or other items of distributions pursuant to any provision of this Agreement.

4.4 Allocation of Net Profits and Losses and Distributions in Respect of a Transferred Interest. If any Ownership Interest is transferred, or is increased or decreased by reason of the admission of a new Partner or otherwise, during any Fiscal Year of the Partnership, each item of income, gain, loss, deduction, or credit of the Partnership of such Fiscal Year shall be assigned pro rata to each day in the particular period of such fiscal year to which such item is attributable (i.e.,

the day on or during which it is accrued or otherwise incurred) and the amount of each such item so assigned to any such day shall be allocated to the Interest Holder based upon his or her respective Ownership Interest at the close of such day.

A. Monthly Determination. However, for the purpose of accounting convenience and simplicity, the Partnership shall treat a transfer of, or an increase or decrease in, an Ownership Interest which occurs at any time during a monthly period (commencing with the monthly period including the date hereof) as having been consummated on the last day of such monthly period, regardless of when during such monthly period such transfer, increase, or decrease actually occurs.

B. Asset Sales. Notwithstanding any provision above to the contrary, gain or loss of the Partnership realized in connection with a sale or other disposition of any of the assets of the Partnership shall be allocated solely to the parties owning Ownership Interests as of the date such sale or other disposition occurs.

SECTION 5 DISTRIBUTIONS

5.1 Distributions.

A. General. To the extent it may be legal to do so and there is Cash Available for Distribution, the General Partner shall cause the Partnership to distribute cash for Tax Distributions to the Interest Holders on an annual basis. However, to the extent the Partnership incurs losses, no Tax Distributions will be made until the cumulated net income and gain of the Partnership exceeds the cumulated amount of such losses. Otherwise, the Partnership will only distribute cash to the extent and at such times that the General Partner reasonably determine that such cash is not needed for Partnership future investment, operations, working capital and contingencies.

B. Distribution of Cash Available for Distribution. To the extent that Tax Distributions or distributions of Cash Available for Distribution are made by the Partnership, such distributions shall be made as follows:

First: Distributions ("Tax Distributions") shall be made to the Interest Holders, Pro Rata, in an amount equal to the amount of any federal income tax estimated by the General Partner to be incurred by the Interest Holders (which rate may be less than the actual rate in effect for one or more Interest Holders, but in no event shall the rate used be lower than the actual rate of all the Interest Holders) on their allocable share of any net income or gain from the Partnership which is recognized for federal income tax purposes during the prior year and not otherwise distributed to the Interest Holders. However, to the extent the Partnership incurs losses, no Tax Distributions will be made until the cumulated net income and gain of the Partnership exceeds the cumulated amount of such losses. Tax Distributions shall be made no less frequently than once each calendar year.

Second: When and as determined by the General Partner in their reasonable discretion, but no less frequently than once each calendar year, distributions of the remaining Cash Available for Distribution shall be made to all the Interest Holders, Pro Rata.

5.2 Distributions Subject to a Charging Order. Notwithstanding the other provisions of this Agreement, the Partnership shall not be bound to make any distribution to any Interest Holder so long as such Interest Holder's interest in the Partnership is subject to any charging order, or other order in favor of any creditor. In such cases the General Partner may retain any such distributions that would otherwise have been made to the Interest Holder concerned and may add the same to the Capital Account of such Interest Holder, or may apply such distributions for the business purposes of the Partnership provided that in such case there shall be maintained a record of such application. Upon the interest of the Interest Holder concerned ceasing to be subject to a charging order or other order in favor of any creditor, the Partnership may pay or apply any distributions that would otherwise have been paid to such Interest Holder, to or for the benefit of such Interest Holder.

5.3 Creditor's Rights. Subject to this Agreement, if any creditor shall at any time obtain a charging order against the Ownership Interest in the Partnership of an Interest Holder, then to the extent so charged the judgment creditor shall have only the rights of an assignee of that Partnership Interest and no rights as a substitute Partner.

SECTION 6

TERMINATION OF THE PARTNERSHIP

6.1 Events Causing Termination. The Partnership shall terminate upon the occurrence of any of the following:

- A. the vote of the General Partner and a majority of the Class A Limited Partners to dissolve, wind up, and liquidate the Partnership;
- B. a judicial determination that an event has occurred that makes it unlawful, impossible or impractical to carry on the Partnership's business; or
- C. the withdrawal, dissolution or bankruptcy of the sole remaining General Partner unless the Partnership is continued pursuant to the provisions of Section 9 of this Agreement.

6.2 No Termination Upon Transfer of Ownership Interests. The transfer of Ownership Interests (or any portion) shall not cause a termination of the Partnership.

6.3 Effect of Change in Partners. Subject to all of the provisions of this Agreement, the death, incapacity, withdrawal, dissolution, liquidation, bankruptcy, or substitution of any or all of the Partners or the dissolution of the Partnership, shall not interrupt the continuity of or cause the termination of the Partnership.

6.4 No Right to Terminate. Except as provided in Section 6.1 of this Agreement, no Partner shall have the right to terminate or liquidate the Partnership.

6.5 Procedure Upon Termination. Upon termination and dissolution of the Partnership, the General Partner shall distribute the assets of the Partnership as follows:

A. First, in discharging the liabilities and expenses of the Partnership to non-partners, and then for any loans or advances made by any Partner to the Partnership.

B. Second, to set up any reserves which the General Partner may consider reasonably necessary for any contingent liabilities or obligations of the Partnership.

C. Third, to the Interest Holders in accordance with their positive Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

6.6 Distributions in Kind. Any non-cash asset distributed to one or more Interest Holders shall first be valued at its fair market value as agreed by the Partners to determine the Net Profit or Net Loss that would have resulted if such asset were sold for such value, such Net Profit or Net Loss shall then be allocated pursuant to Section 4, and the Interest Holders' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged to the Capital Account of each Interest Holder receiving an interest in such distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Interest Holder assumes or takes subject to). If the value cannot be agreed to, the fair market value of such asset shall be determined by the Partners or if any Interest Holder objects by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) selected by the Partners.

6.7 Compliance with Regulations. All payments to the Interest Holders upon the winding up and dissolution of the Partnership shall be strictly in accordance with the positive Capital Account balance limitation and other requirements of Regulations Section 1.704-1(b)(2)(ii)(d).

6.8 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Interest Holder shall only be entitled to look solely to the assets of the Partnership for the return of his or her positive Capital Account balance and shall have no recourse for his or her Capital Contribution and/or share of Net Profits (upon dissolution or otherwise) against any other Interest Holder.

SECTION 7

MANAGEMENT BY THE GENERAL PARTNER

7.1 Management and Control by General Partner. The General Partner shall have the sole, exclusive and complete discretion to manage and control the business and assets of the Partnership. No person, firm or corporation dealing with the Partnership will be required to inquire into or obtain any consent or other documentation as to the authority of the General Partner to take any action or to exercise any such rights or powers. It is specifically recognized and acknowledged by the General Partner that the General Partner owes a fiduciary duty to the Partnership and to the Limited Partners, as defined under the TBOC and other applicable law.

Without limiting the generality of the foregoing, the General Partner shall have the following rights and powers which it may exercise at the cost, expense and risk of the Partnership:

A. To buy or otherwise acquire, hold, lease, operate, manage and develop the assets of the Partnership and to enter into agreements with others with respect to such activities, which agreements may contain such terms, provisions and conditions as the General Partner in its sole and absolute discretion shall determine.

B. To purchase from or through others, contracts of liability, casualty, health, accident, life and/or other insurance which the General Partner may deem advisable, appropriate or convenient for the protection of the properties or affairs of the Partnership, the Partners, the employees of the Partnership or for any purpose convenient or beneficial to the Partnership.

C. To invest in government securities, certificates of deposit, bankers' acceptances, mutual funds, securities or similar investments.

D. To borrow money from banks, lending institutions, and other persons for any Partnership purposes and in connection therewith to execute promissory notes evidencing such borrowings, encumber any of the assets of the Partnership with deeds of trust, mortgages or similar security interests, and incur any other indebtedness in the ordinary course of the Partnership's business.

E. To pay all taxes, licenses or assessments of whatever kind or nature imposed upon or against the Partnership or the assets of the Partnership and for such purposes to make such returns and shall do such other acts and things as may be necessary and advisable.

F. To pay any and all fees, commissions, legal and accounting expenses and any other expenses incurred in the organization of the Partnership and in the subsequent operation thereof.

G. To sell, dispose of, trade, exchange, convey, quitclaim, surrender, release or abandon all or any portion of the assets of the Partnership, upon such terms and conditions as the General Partner may deem advisable, appropriate or convenient.

H. To enter into such agreements, contracts, documents and instruments with such parties and to give such receipts, releases and discharges with respect to any or all of the foregoing and any matters incident thereto as the General Partner may deem advisable, appropriate or convenient.

I. To deposit any monies or securities with any one or more banks, trust companies or other financial institutions deemed by the General Partner to be reasonable, such monies or other securities to be subject to withdrawal on notice, or on demand, and in such manner as the General Partner may determine, and the General Partner shall not be liable for any loss which may occur by reason of the failure of the person with whom

any monies or securities have been so deposited to account for any such monies or securities.

J. To determine whether the legal title to the Partnership's real property, if any, shall be in the name of the Partnership or the names of some or all of the Partners or in some other manner.

K. To employ any attorney, investment adviser, accountant, broker, tax specialist, or any other agent, and pay reasonable compensation for all services performed by any of them as a Partnership expense.

L. To compromise, participate in mediation, submit to arbitration, release with or without consideration, extend time for payment, or otherwise adjust any claims in favor of or against the Partnership.

M. To commence or defend any litigation with respect to the Partnership or any Partnership property, at the expense of the Partnership.

N. To abandon any Partnership asset that the General Partner deems advisable.

O. To take all acts, take part in any proceedings, and exercise all rights and privileges as could an absolute owner of Partnership property, subject to the limitations expressly stated in this Agreement and the faithful performance of the General Partner's fiduciary obligations.

The enumeration of powers in this Agreement will not limit the general or implied powers of the General Partner or any additional powers provided by law.

7.2 Time Required of General Partner. The General Partner will not be required to devote their full time to the affairs of the Partnership, but will devote whatever time, effort and skill that may be reasonably necessary for the management of the Partnership's business. The General Partner shall have the right to employ and compensate advisors or managers, either in the capacity of an employee or an independent contractor, to attend to the day-to-day management of the business and property of the Partnership and to employ accountants, attorneys, and other advisors and charge the costs and expenses thereof to the Partnership.

7.3 Liability. Except as specifically disclaimed herein, the General Partner has fiduciary duties to the Partnership and to the Limited Partners equivalent to the duties of a director of a corporation formed under the TBOC. Subject to the foregoing, the General Partner shall not be liable for any act or omission performed or omitted under this Agreement beyond those in violation of the fiduciary duties described above; *provided, however*, that the General Partner shall not be relieved of liability due to fraud, bad faith, or gross negligence.

7.4 Managing General Partner. The General Partners, if more than one, may, by unanimous action, appoint a Managing General Partner of the Partnership. Such Managing General Partner shall be authorized to manage and control the business and assets of the

Partnership on such terms and conditions and for such tenure as set forth in a unanimous written consent of the General Partners appointing such Managing General Partner. A Majority Interest of the General Partners may remove a Managing General Partner.

7.5 Compensation. The General Partner shall be entitled to reasonable compensation for services rendered. In addition, the General Partner shall be entitled to be reimbursed for of all out-of-pocket costs and expenses incurred in the course of its service hereunder, including the portion if a General Partner's overhead, if any, reasonably allocable to Partnership business.

7.6 Independent Activities and Transactions with Affiliates.

A. Independent Activities of General Partner. The General Partner and any of its Affiliates shall be required to devote only such time to the affairs of the Partnership as the General Partner determine in its sole discretion may be necessary to manage and operate the Partnership, and each such Person, to the extent not otherwise directed by the General Partner, shall be free to serve any other Person or enterprise in any capacity that it may deem appropriate in its discretion.

B. Independent Activities of Class A Limited Partners. Except as provided for in Section 7.6C, each Class A Partner acknowledges that the other Class A Partners and their Affiliates are free to engage or invest in an unlimited number of activities or businesses, any one or more of which may be related to the activities or Line of Business of the Partnership, without having or incurring any obligation to offer any interest in such activities to the Partnership or any Class A Partner, and this Agreement shall not prevent any Partner from engaging in such activities, or require any Partner to permit the Partnership or any Partner to participate in any such activities. The Partners acknowledge that certain conflicts of interest may thus arise and hereby agree that the specific rights with respect to the Class A Partners' and their Affiliates' freedom of action provided in this Section 7.6 are sufficient to protect their respective interests in relation to such possible conflicts and are to be in lieu of all other possible limitations that might otherwise be implied in fact, in law, or in equity. This provision shall not apply to Class B Partners who have an affirmative duty to bring any business opportunities in the Line of Business first to the Partnership.

C. Transactions with Affiliates. To the extent permitted by applicable law and except as otherwise provided in this Agreement, the General Partner, when acting on behalf of the Partnership, is hereby authorized to purchase property from, sell property to, or otherwise deal with any Partner, acting on its own behalf, or any Affiliate of any Partner, provided that any such purchase, sale, or other transaction shall be in the ordinary course of the Partnership's business and shall be made on terms and conditions that are no less favorable to the Partnership than if the sale, purchase, or other transaction had been entered into with an independent third party.

D. Lending Transactions. Except as otherwise provided in this Agreement, each Partner and any Affiliate thereof may also lend money to, borrow money from, act as a surety, guarantor, or endorser for, guarantee or assume one or more specific obligations of, provide collateral for, and transact other business with the Partnership and, subject to other applicable law, has the same rights and obligations with respect thereto as a Person who is not a Partner, provided that, if a Partner acts as surety,

guarantor, or endorser for a Partnership obligation, such act shall be at no cost to the Partnership. The existence of these relationships and acting in such capacities will not result in the Limited Partners being deemed to be participating in the control of the business of the Partnership or otherwise affect the limited liability of the Limited Partners.

7.7 Indemnification for Partners. The Partnership shall indemnify, defend, protect and hold harmless each Partner and former Partner (the "Indemnified Partners") from and against all actions, suits or proceedings (whether civil, criminal, administrative, arbitral or investigative) (collectively, "Proceedings"), and all other claims, demands, losses, damages, liabilities, judgments, awards, penalties, fines, settlements, costs and expenses (including court costs and reasonable attorneys' fees), arising out of the or such Partner's service or status as a Partner. **THIS INDEMNITY SHALL APPLY TO MATTERS THAT ARISE OUT OF THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY BY SUCH PARTNER; PROVIDED, HOWEVER, THAT THIS INDEMNITY SHALL NOT APPLY TO MATTERS ARISING OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT BY SUCH PARTNER.** The rights in afforded to Partners pursuant to this Section 7.7 shall continue in effect regardless of whether such Indemnified Partner remains as a Partner.

A. **Advance Payment.** The right to indemnification conferred in this Section 7.7 shall include the right to be paid or reimbursed by the Partnership the reasonable expenses incurred by a Partner who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Partner's ultimate entitlement to indemnification; *provided, however*, that the payment of such expenses incurred by such Partner in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Company of a written affirmation by such Partner of its good faith belief that it has met the standard of conduct necessary for indemnification under this Section 7.7 and a written undertaking, by or on behalf of such Partner, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Partner is not entitled to be indemnified under this Section 7.7 or otherwise. The Partnership shall also pay or reimburse a Partner for reasonable expenses in connection with such Partner's appearance as a witness or other participation in a Proceeding.

B. **Nonexclusivity of Rights.** The right to indemnification and the advancement and payment of expenses conferred in this Section 7.7 shall not be exclusive of any other right which a Partner or other person indemnified pursuant to this Section 7.7 may have or hereafter acquire under any Law, provision of the Certificate or this Agreement, agreement, vote of Partners or otherwise.

C. **Insurance.** The Partnership may purchase and maintain insurance, at its expense, to protect itself and any person who is or was a Partner or is or was serving as a manager, officer, employee or agent of the Partnership against any expense, liability or loss.

7.8 Indemnification of Officers, Employees and Agents. The Partnership may, through separate agreement, indemnify and advance expenses to an officer, employee or agent of the

Partnership, to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Partners under Section 7.7.

SECTION 8 LIMITED PARTNERS

8.1 Limitation on Rights and Obligations of Limited Partners. A Limited Partner shall not be: (1) personally liable merely because of his or her interest in the Partnership, unless the Limited Partner otherwise agrees in writing with respect to a specified liability; (2) permitted to take part in the management or control of the business of the Partnership or to sign for or bind the Partnership, such power being vested solely and exclusively in the General Partner; (3) entitled to be paid any salary; or (4) except in connection with a dissolution pursuant to the other terms of this Agreement, permitted to file a complaint or institute any proceedings at law or in equity to have any part of the Partnership property partitioned or the partnership dissolved.

8.2 Securities Law Compliance. Neither the Partnership nor any General Partner (including any agent, employee, officer, or representative of a General Partner) has directly or indirectly offered any Ownership Interest for sale, or solicited any offer to buy an interest in the Partnership, by means of any general advertising or any other form of general solicitation, or in any other manner that would require the sale of such interests to be subject to the registration requirements of the Securities Act of 1933, as amended.

SECTION 9 RESTRICTIONS ON TRANSFERS, RIGHTS OF ASSIGNMENT, AND CONTINUATION OF PARTNERSHIP ON DEATH, INCAPACITY, DISSOLUTION, BANKRUPTCY, OR WITHDRAWAL OF A PARTNER

9.1 Prohibition Against Transfer of Partnership Interest. Except as otherwise provided in this Section 9, no Partner may sell, assign, transfer, mortgage, encumber, hypothecate, pledge or otherwise dispose of any part of such Partner's Units or other interest under this Agreement without the unanimous written consent of the Class A Partners. Any attempt to take such action shall be subject to the terms of this Agreement and the rights contained herein, and transfers in contravention of the terms of this Agreement shall be void. Notwithstanding anything to the contrary herein, an Employed Limited Partner is not permitted to initiate any assignment, sale, exchange or other transfer of Ownership Interest under sub-Sections 9.2-9.5, and 9.8.

9.2 Rights of Assignment of Partner to Permitted Transferee. A Class A Partner may assign any or all of his or her Ownership Interest by gift, bequest by will, or sale or exchange, or other transfer to a Permitted Transferee. The Permitted Transferee of such interest shall become a substitute Partner only at such time said assignee meets the conditions set forth in Section 10.2.

9.3 Sale or Exchange by an Interest Holder: Right of First Refusal for Other Partners. In the event a Class A Interest Holder desires to accept a bona fide offer in writing to sell any or all of his or her Class A Ownership Interest to a Person other than a Permitted Transferee, the remaining Class A Partners shall have the option, exercisable within one-hundred twenty (120) days after written notice of the offer, to purchase all (but not less than all) of the Interest Holder's Class A Ownership Interest subject to the offer, on the same price and terms set forth in such bona

bona fide offer, in proportion to their respective Class A Units of ownership in the Partnership (*provided, however*, if one remaining Class A Partner does not desire to exercise an option as to a proportionate share, the other remaining Class A Partners may exercise an option as to such proportionate share in proportion to their respective units in relation to each other). Should the remaining Class A Partners fail to exercise the option as to all of the Class A Ownership Interests subject to the offer and subject to prior compliance with Section 9.4, the transferring Interest Holder may consummate the sale or exchange pursuant to the bona fide offer, but if the sale is not closed 180 days after the remaining Class A Partners have allowed their option to expire, then the limitation on the transferring Interest Holder's right to sell shall again become subject to the provisions of this Section. The assignee of such interest (including a Partner who acquires an interest by exercise of this option) shall become a substitute General Partner or Limited Partner, as the case may be, only at such time said assignee meets the conditions set forth in Section 10.2.

9.4 Sale or Exchange by an Interest Holder: Tag-Along Rights of Other Partners. In the event an Class A Interest Holder desires to accept a bona fide offer in writing to sell **any or all** of his or her Class A Ownership Interest to a Person other than a Permitted Transferee and the remaining Partners shall not have elected to exercise their rights pursuant to Section 9.3, the remaining Partners (the "Tag-Along Sellers") shall have the option to require that the selling Interest Holder (the "Initial Seller") sell a Pro Rata share of the Tag-Along Sellers' Ownership Interests to the proposed transferee on the terms set out in the Tag-Along Notice pursuant to the following procedure:

A. Upon the occurrence a bona fide offer to sell any or all of his or her Ownership Interest to a Person other than a Permitted Transferee, the Initial Seller shall promptly give the other Partners a written notice (the "Tag-Along Notice") that contains the material terms of the applicable offer, including, at a minimum, the price, the method of payment and the proposed closing date.

B. The Tag-Along Sellers shall have thirty (30) days from the date of receipt of such Tag-Along Notice to make a demand for the Initial Seller to cause the third party making the offer to buy the Initial Seller's Ownership Interest (the "Tag-Along Buyer") to purchase, on the same terms as offered to the Initial Seller, sufficient Ownership Interests of the Tag-Along Sellers so that the Tag-Along Buyer is purchasing a Pro Rata portion of Ownership Interests owned by the Initial Seller and the Tag-Along Sellers. Any demand under this Section 9.4B shall be made by written notice clearly indicating the Tag-Along Seller's intent to participate in the sale of the Initial Seller's Ownership Interest.

C. On the closing date for the sale of the applicable Ownership Interests, the Initial Seller and the Tag-Along Sellers shall deliver to the Tag-Along Buyer documentation sufficient to transfer the Ownership Interests being conveyed free and clear of all liens, claims, and encumbrances, and in the applicable Pro Rata amount to satisfy the Tag-Along Buyer's offer of purchase.

9.5 Repurchase of Ownership Interests Upon Certain Events. In the event that a Class A Partner (i) suffers a Disabling Event or (ii) voluntarily withdraws from the Partnership, such Class A Partner (or the Partner's representatives, as the case may be) shall have the option, exercisable within the sixty (60) day period following the occurrence of such Disabling Event or such withdrawal from the Partnership, to elect to have the Partnership repurchase such Partner's

Ownership Interest on the terms set forth in subparagraphs A and B below.

A. Determination of Purchase Price. The purchase price for such Class A Ownership Interest shall be determined first by the mutual agreement of the transferring Interest Holder (or his representatives) and the purchasing Class A Partner(s). If the parties cannot agree on a price, the purchase price shall be determined by an independent appraiser mutually acceptable to the transferring Interest Holder (or his representative) and the Majority Interest of the purchasing Class A Partners. If the transferring Interest Holder (or his representative) and the purchasing Class A Partners cannot agree on an appraiser within thirty (30) days of the date that all parties receive notice of the Disabling Event or voluntary withdrawal of the Class A Partner (the "Trigger Date"), then each party (or their representative) will select one appraiser, and the two appraisers so selected shall then agree upon a third appraiser who will appraise the interest.

B. Payment of Purchase Price. The purchase price may be paid upon such terms and conditions as mutually agreed upon by the parties. In the event the parties cannot agree upon the manner of payment, then the purchase price shall be paid in cash, and the closing shall be within one hundred eighty days (180) of the Trigger Date. No purchase may be effected until the Partnership and purchasing Partners cause the full release of the transferring Partner from all personal guarantees for liability for indebtedness secured by partnership property, either by negotiation with the current lender or refinancing.

9.6 Divorce of a Partner. In the event of the dissolution of marriage of a Partner (the "Divorced Partner") and their spouse and the transfer of any Ownership Interest of such Partner to the spouse pursuant to the divorce decree or other agreement incident to divorce, the Divorced Partner shall have the option to purchase from their former spouse for the sixty (60) day period immediately following the date of entry of a final decree of divorce or dissolution of marriage, all of the spouse's right, title, and interest in and to the Ownership Interest for a purchase price to be computed pursuant to the provisions of Section 9.5A. If not all of such Ownership Interest is acquired by the Divorced Partner during the foregoing 60-day period, then the Partnership shall have the option, exercisable within thirty (30) days after lapse of the Divorced Partner's purchase option pursuant to this Section, to purchase the former spouse's interest, with the purchase price and payment terms to be determined pursuant to the provisions of Section 9.5A and Section 9.5B, respectively, and with the finalized divorce decree or dissolution of marriage serving as the Trigger Date for purposes of Section 9.5A.

9.7 Bankruptcy of a Partner. In the event that a Partner becomes the subject of an Insolvency Event, the Class A Partners shall have the option to purchase from the Partner subject to the Insolvency Event (the "Insolvent Partner") all of the Insolvent Partner's right, title, and interest in and to the Ownership Interest within sixty (60) days following the other Partners receipt of actual notice of the Insolvency Event. The purchase price and payment terms for such purchase of Class A Ownership Interests shall be determined pursuant to the provisions of Section 9.5A and Section 9.5B, respectively, and the purchase of Class B Ownership Interests shall be determined pursuant to the provisions of Section 9.11, with the Partners' receipt of actual notice of the Insolvency Event serving as the Trigger Date for purposes of Section 9.5A.

9.8 Partner Buy-Sell Provisions. A Class A Partner (the "Offeror") may at any time make a buy-sell offer (the "Offer") to the remaining Class A Partners (collectively the "Offerees")

by notifying the Offerees in writing of the exercise of this right and stating in such notice the cash price and other terms at which the Offeror is willing either to buy **all** the Ownership Interests owned by the Offerees, or to sell to the Offerees (in proportion to the remaining Partners' Ownership Interests) **all** of the Ownership Interests owned by the Offeror, with the price and other terms being the same for both the purchase and the sale. Unless otherwise provided in this Agreement, the Offer shall not be revocable once the aforesaid notice had been delivered to the Offerees.

A. Offerees' Election. Within sixty (60) days after receipt by the Offerees of the Offeror's written notice of the Offer, any one or more of the Offerees shall send to the Offeror a written notice stating whether the Offerees elect (i) to purchase from the Offeror all the Ownership Interests owned by the Offeror at the price and other terms stated in the Offer, or (ii) to sell to the Offeror all the Ownership Interests owned by the Offerees at the price and other terms stated in the Offer. If all of the Offerees shall fail to notify the Offeror whether it or they elect to buy or to sell within the time period specified above, such failure shall be conclusively deemed an election to sell all of the Offerees' Ownership Interests to the Offeror. In the event there is more than one Offeree and the Offerees make (or are deemed to make) differing elections with respect to the Offer, then the Offeree or Offerees who elect to purchase the Offeror's Ownership Interests shall also purchase the Ownership Interests of the other Offeree Members who have elected (or are deemed to have elected) to sell their Ownership Interests (and such other Offeree Partners shall sell all of their Ownership Interests to such purchasing Partners) at the price and other terms stated in the Offer. The Offeror shall be entitled to withdraw the buy-sell Offer by giving the Offerees written notice of the withdrawal prior to the earlier of (i) the date the Offerees give the Offeror written notice of its election to purchase or to sell pursuant to this Section 9.8 or, (ii) the date on which the Offerees shall be conclusively deemed to have elected to sell their or its Ownership Interests to the Offeror.

B. Closing of Sale. The closing of the sale shall be held at the Partnership's office (or at such other place as mutually agreed in writing) no later than sixty (60) days after the expiration of the notice period specified in paragraph A, above. At the closing, the purchasing Partner or Partners (the "Purchaser") shall deliver to the selling Partner or Partners (the "Seller") payment in full for the purchased Ownership Interests by certified or bank cashier's check, payable to the order of the Seller, unless alternative payment provisions are stated in the Offer. The Seller shall deliver to the Purchaser: (i) an executed assignment transferring all the Ownership Interests that are to be purchased; and, (ii) a certificate dated as of the closing date, containing a representation and warranty that on the closing date the Seller has transferred, or caused to be transferred, to the Purchaser good and marketable titled to all the Ownership Interests in question, free and clear of all claims, equities, liens, charges and encumbrances.

9.9 Continuation of Partnership on the Death, Incapacity, Withdrawal, Dissolution, or Bankruptcy of a General Partner. Upon the death, Incapacity, withdrawal, dissolution, or bankruptcy of a General Partner, the Partnership shall be reconstituted by the remaining General Partner or by the remaining General Partner, if only one, who shall continue to carry on the Partnership business until the Partnership is terminated pursuant to Section 6 of this Agreement. If there is no remaining General Partner, then within ninety (90) days after such event, on a majority vote of the remaining Partners, one or more new General Partners may be appointed and shall continue to carry on the Partnership business until the Partnership is terminated pursuant to Section 6 of this Agreement.

9.10 Continuation of Partnership on the Death, Incapacity, Withdrawal or Bankruptcy of a Limited Partner. The death, incapacity, withdrawal or bankruptcy of a Limited Partner shall not cause the dissolution of the Partnership. A guardian, conservator or other legal representative who is a Family Member shall have the power to act on the Incapacitated Limited Partner's behalf, but a non-Family Member shall not be authorized to exercise such Limited Partner's rights concerning the affairs of the Partnership.

9.11 Restrictions on Transfer and Reacquisition of Class B Units. If a Limited Partner owning Class B Units ceases to be an Employed Limited Partner for any reason, such Limited Partner shall cease to own or have any rights with respect to such Class B Units, and such Limited Partner's Class B Units shall be immediately deemed to be transferred to the Partnership. The Partnership shall pay to such Limited Partner the net book value of such Class B Shares within sixty (60) of the event causing such Employed Limited Partner to cease to be employed. Upon the reacquisition of any Class B Units in accordance with this Section 9.11, the General Partner shall modify the books and records of the Partnership to reflect such reacquisition. In the event of a dispute as to the purchase price, the accounting firm that regularly files the income tax return shall make a determination of such purchase price, and its determination shall be final and binding on the Partners.

SECTION 10

OTHER RESTRICTIONS ON PARTNERSHIP INTERESTS

10.1 Mortgage of Partnership Interest. A Limited Partner shall not encumber, pledge, make an assignment for the benefit of creditors or otherwise subject his Partnership Interest or any Partnership property to any liens or any other type of security interest without the written consent of the General Partner and any such act without proper written consent shall be void and without force or effect. A General Partner may not do any of such acts without the written consent of a Supermajority Interest of the Limited Partners.

10.2 Admission of Substitute Partners. No Person receiving a General Partnership Ownership Interest shall be admitted as a substitute General Partner without the unanimous written consent of the Ownership Interests of the remaining Class A Partners, both Limited and General. No Person receiving a Limited Partnership Ownership Interest shall be admitted as a substitute Limited Partner without the written consent of the General Partner and of a Supermajority Interest of the Class A Limited Partners. The substitute General Partner or Limited Partner shall pay a transfer fee to the Partnership which is sufficient to cover all reasonable expenses connected with such sale, transfer, or assignment, and the admission of such Person as a substituted General Partner or Limited Partner within the meaning of the TBOC, including without limitation, the cost of preparing and filing for record an amendment to the Certificate in the Office of the Secretary of State in accordance with the provisions of the TBOC. Upon admission, such Person shall be subject to all provisions of this Agreement in the place and stead of his assignor as if originally a party to this Agreement.

10.3 Sale of Business or Partnership Interests. If the General Partner and a Supermajority Interest of the Class A Limited Partners elects to sell the Partnership's business structured either in the form of a sale of substantially all of its assets or a sale of the Ownership Interests, all of the Partners hereby agree to sell and agree to the method of structuring such sale, the purchase price, and terms of sale as decided by the General Partner and a Supermajority

Interest of the Limited Partners. Each Partner agrees to fully cooperate and by way of illustration and not limitation, specifically agrees to execute such documents to include assignments of the Partnership Interests or unanimous consents as is reasonably necessary to effect the transaction. It is further agreed by each Partner that in the event of the breach of the agreements set forth in this Section 10, the Partnership and the non-defaulting Partners may obtain specific performance from the defaulting Partners (in addition to any other remedies and damages available at law).

SECTION 11

ACCOUNTING

11.1 Fiscal Year. The fiscal year of the Partnership for accounting and income tax purposes shall be a calendar year.

11.2 Books. The books of account of the Partnership shall be kept and maintained at all times in the principal place of business of the Partnership and shall be separate and distinct from all other books and records of any individual or any other entity.

11.3 Banking, Deposit and Withdrawal of Funds. The General Partner will be responsible for depositing Partnership funds in such accounts as it may establish from time to time in one or more financial institutions (including any state or federally-chartered bank or savings and loan association) and authorizing withdrawals of such funds by such persons, at such times and in such amounts as the General Partner may determine or designate.

11.4 Reports. The General Partner shall prepare and furnish to the Limited Partners, as an expense of the Partnership, annual, unaudited financial statements showing the operations of the Partnership.

11.5 Access to Books. Each Partner shall have the right at all reasonable times, during usual business hours, to audit, examine, and make copies of or extracts from the books of the Partnership.

11.6 Tax Returns. All tax returns of the Partnership are to be prepared by the Partnership's certified public accountant, at the expense of the Partnership. Any expense incurred in the preparation and review of the tax returns shall be at the expense of the Partnership. Copies of all such returns shall be furnished to all Partners within thirty (30) days following the filing of such returns or as soon thereafter as is reasonably possible.

11.7 Accountant. The Partnership's certified public accountant shall be selected by the General Partner.

11.8 Registered Agent and Initial Office. ABIGAIL G. KAMPMANN shall be the registered agent for the Partnership. The address of the initial registered office shall be 153 Treeline Park, Suite 200, San Antonio, Texas 78209.

11.9 Tax-Matters Representative. ABIGAIL G. KAMPMANN shall be the initial tax-matters Representative, if one is required.

SECTION 12 PARTNER MEETINGS

12.1 Partner Meetings. The General Partner may call a meeting of the Partners to review financial results, provide information concerning the Partnership's business or assets, or otherwise solicit the consent of the Partners for any one or more matters for which the Partners' consent is required under the terms of this Agreement. Any one or more Limited Partners owning in the aggregate at least 250 Units of limited partnership may require the General Partner to call a Partner meeting by delivering a written request for such meeting which includes the item or items to be discussed at the meeting. Partner meetings shall be held at the time and place specified by the General Partner in the notice of the meeting.

12.2 Notice of Meeting. Written or telephonic notice stating the place, day and hour of the meeting and the purposes for which the meeting is called shall be delivered to each Partner not less than ten (14) days before the date of the meeting, either personally, by facsimile or by mail, by or at the direction of the General Partner. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Partner at his address as it appears on the books of the Partnership, with postage thereon prepaid.

12.3 Consent of Partners. Where, under the terms of this Agreement, the consent of the Partners (whether Limited Partners, General Partner or both) is required with respect to any action or matter, a written consent signed by the Partners owning the number and type of partnership Units required with respect to the action or matter in question shall be conclusive evidence of such Partners' consent, regardless of whether a Partner meeting is called to discuss such action or matter. In the case of a Partner that is a corporation, partnership, limited liability company or trust, the consent of an authorized officer, partner, manager, member, trustee, agent or proxy, as the governing instruments of such entity may prescribe, shall be the consent of such Partner for the purposes of this Agreement.

SECTION 13 MISCELLANEOUS

13.1 Execution of Documents. Each Partner agrees to execute, with acknowledgment or affidavit if required, any and all documents and writings which may be necessary or expedient in the creation of the Partnership and the achievement of its purposes, specifically including the Certificate and all amendments thereto, as well as any cancellation thereof.

13.2 Entirety. This Agreement embodies the entire understanding and agreement between the parties concerning the Partnership and supersedes any and all prior negotiations, understandings, or agreements in regard thereto.

13.3 Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without regard to conflict of law principles).

13.4 Headings. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement.

13.5 Severability. If any one or more of the provisions of this Agreement, or the

applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid or enforceable.

13.6 Counterparts. This Agreement may be executed in multiple counterparts each of which shall be an original but all of which shall constitute one instrument. It shall not be necessary that all parties hereto be signatory to the same counterpart.

13.7 Binding. This Agreement shall bind the Partners, their spouses, heirs, successors, assigns, and personal representatives.

13.8 Family Member. A "Family Member" or a "Family Member of a Partner", or similar words, for purposes of this Agreement is defined as the parents, spouses and lineal descendants of the initial Partners, or a trust for the benefit of such Family Members, a trust for the lifetime benefit of a Family Member's spouse in which all other beneficiaries are otherwise Family Members, or any entity in which 80% or more of the total equity and voting power is owned by such Family Members.

13.9 Creditors Not Benefitted. Nothing in this Agreement is intended to benefit any creditor of the Partnership or a Partner. No creditor of the Partnership or a Partner will be entitled to require the General Partner to solicit or accept any loan or additional Capital Contribution for the Partnership or to enforce any right which the Partnership or any Partner may have against a Partner, whether under this Agreement or otherwise.

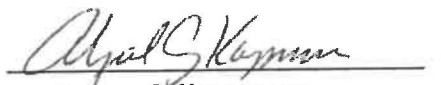
13.10 Effective Date. It is agreed that this Agreement shall be effective as of the Effective Date, regardless of the date of the signatures of the Partners or of the date the last transfer of assets to the Partnership is finally completed.

13.11 Amendment of Agreement. This Agreement may be amended only by the unanimous written consent of the Partners.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the first date written above.

GENERAL PARTNER

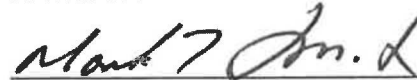
PRINCIPLE AUTO SAN ANTONIO, LLC

By: 
Name: **ABIGAIL G. KAMPMANN**
Title: **MANAGER**

CLASS A LIMITED PARTNERS

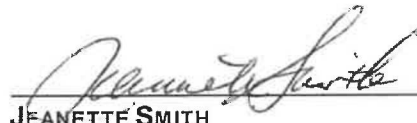


ABIGAIL G. KAMPMANN

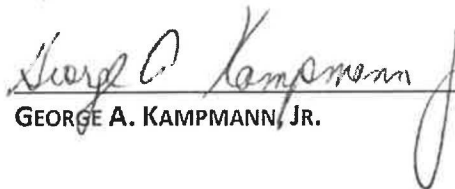


MARK L. SMITH

Consent of Spouse to be Bound by All Provisions of this Agreement:



JEANETTE SMITH



GEORGE A. KAMPMANN, JR.

EXHIBIT A
TO PRINCIPLE GRAPEVINE, LTD.
LIMITED PARTNERSHIP AGREEMENT

INITIAL CONTRIBUTIONS

Property Contributed by Abigail G. Kampmann	
Cash	\$5,100,000
Real Property in Tarrant County, Texas (per appraisal)	\$8,600,000
Less Proposed Toyota Motor Credit Loan	(8,600,000)
Property Contributed by Mark L. Smith	\$ 900,000
TOTAL	\$6,000,000

EXHIBIT B
PRINCIPLE GRAPEVINE, LTD
LIMITED PARTNERSHIP AGREEMENT

	<u>UNITS</u>	<u>OWNERSHIP PERCENTAGE</u>	<u>CAPITAL ACCOUNT</u>
<u>Class A Limited</u> <u>PARTNERS</u>			
Abigail G. Kampmann, Separate Property	850	85%	\$5,100,000
Mark L. Smith	150	15%	\$ 900,000
TOTALS	1,000	100.00%	\$6,000,000

ORDINANCE NO. 2025-038

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS ISSUING CONDITIONAL USE PERMIT CU25-26 TO ALLOW FOR A 40-FOOT POLE SIGN, FOR BLOCK 1, LOT 1R, FIRST BAPTIST CHURCH OF GRAPEVINE ADDITION (2351 WILLIAM D. TATE AVENUE) 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 CU25-26 to amend the previously approved site plan CU21-04 (Ordinance No. 2021-012) to allow the addition of a sales building for a Vantas/Karma automobile dealership. This request is specifically to allow for a 40-foot pole sign within the following described property: Block 1, Lot 1R, First Baptist Church of Grapevine Addition (2351 William D. Tate Avenue) all in accordance with a site plan approved pursuant to Section 47 of Ordinance No. 82-73, attached hereto and made a part hereof as Exhibit "A", and all other conditions, restrictions, and safeguards imposed herein, including but not limited to the following: None.

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

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

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

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

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

Section 7. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum

not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 8. That this ordinance shall become effective from and after the date of its final passage.

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

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

Matthew C.G. Boyle
City Attorney

THIS DRAWING AND THE ENCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

LANDSCAPE PLAN

1. 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.
2. ALL REQUIREMENTS OF THE CITY OF GRAPEVINE SOIL EROSION CONTROL ORDINANCE SHALL BE MET DURING THE PERIOD OF CONSTRUCTION.

SITE PLAN

1. REFUSE DISPOSAL AREAS SHALL BE LANDSCAPED AND SCREENED FROM VIEW IN ACCORDANCE WITH ZONING ORDINANCE
2. 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 ZONING ORDINANCE.
3. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
4. THE MASONRY REQUIREMENTS OF SECTION 54 OF THE ZONING ORDINANCE SHALL BE MET
5. ILLUMINATED SIGNAGE WAS INCLUDED IN THE DETERMINATION OF THE SITE ILLUMINATION LEVEL
6. OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 55 OF THE ZONING ORDINANCES UNLESS SPECIFICALLY EXCEPTED
7. PROPOSED GROUND SIGNAGE SHALL MEET THE MINIMUM REQUIREMENTS OF SECTION 60 OF THE ZONING ORDINANCES AND IS CONTINGENT UPON APPROVAL OF A SEPARATE BUILDING PERMIT WITH BUILDING SERVICES
8. ALL ONSITE ELECTRICAL CONDUCTORS ASSOCIATED WITH NEW CONSTRUCTION SHALL BE LOCATED UNDERGROUND.
9. USES SHALL CONFORM IN OPERATION, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN SECTION 55 OF THE ZONING ORDINANCES: NOISE, SMOKE AND PARTICULATE MATTER, ODOROUS MATTER, FIRE AND OR EXPLOSIVE HAZARD MATERIAL, TOXIC AND NOXIOUS MATTER, VIBRATION, AND/OR OTHER PERFORMANCE STANDARD.
10. ALL REQUIREMENTS OF THE CITY OF GRAPEVINE SOIL EROSION CONTROL ORDINANCE SHALL BE MET DURING THE PERIOD OF CONSTRUCTION.

LOCATION MAP



OVERALL SITE PLAN

FOR
PRINCIPLE VOLKSWAGEN
2351 WILLIAM D TATE AVENUE
BLOCK1, LOT 1RA FIRST BAPTIST CHURCH OF GRAPEVINE
ADDITION
ABSTRACT NO.:530, AND J. FAY SURVEY
CASE NUMBER: CU25-26
9.102 AC. (396,467 SQ.FT)
ZONE: CC COMMUNITY COMMERCIAL
DATE OF PREPARATION: JUNE 27TH, 2025

CASE NAME: PRINCIPLE VOLKSWAGEN
CASE NUMBER: CU25-26
LOCATION: 2351 WILLIAM D. TATE AVE.

MAYOR

SECRETARY

DATE:

PLANNING AND ZONING COMMISSION

CHAIRMAN

DATE:

SHEET: 1 OF 4

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

PLANNING SERVICES DEPARTMENT

STATE HIGHWAY 121

VARIABLE WIDTH R.O.W

WILLIAM D TATE AVENUE

PYLON
SIGNAGE

PRE-OWNED
FACILITY
9,864 SF

FIRE LANE

VOLKSWAGEN FACILITY
29,791 SF

FIRE LANE

FIRE LANE

FIRE LANE

STONE MYRES PKWY

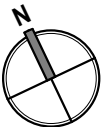
ADJACENT ZONING "CC" COMMUNITY COMMERCIAL DISTRICT
CLASSIC HUMMER ADDITION, BLOCK 1R1, LOT 1R2

ADJACENT ZONING "CC" COMMUNITY COMMERCIAL DISTRICT
FIRST BAPTIST CHURCH OF GRAPEVINE, BLOCK 1, LOT 2

LIGHTING LEVELS AT PROPERTY LINE,
INCLUDING FROM THE PROPOSED POLE
SIGN, SHALL NOT EXCEED 3.0
FOOTCANDLES

SCALE: 1" = 100'

0 25 50 100 200



PRINCIPLE VOLKSWAGEN OF GRAPEVINE
2351 WILLIAM D TATE, GRAPEVINE, TX 76051
VOLKSWAGEN SIGNAGE CU25-26



PROJECT NUMBER
A1949

ISSUE DATE
06/27/2025

SHEET NAME
OVERALL SITE PLAN

SHEET NUMBER

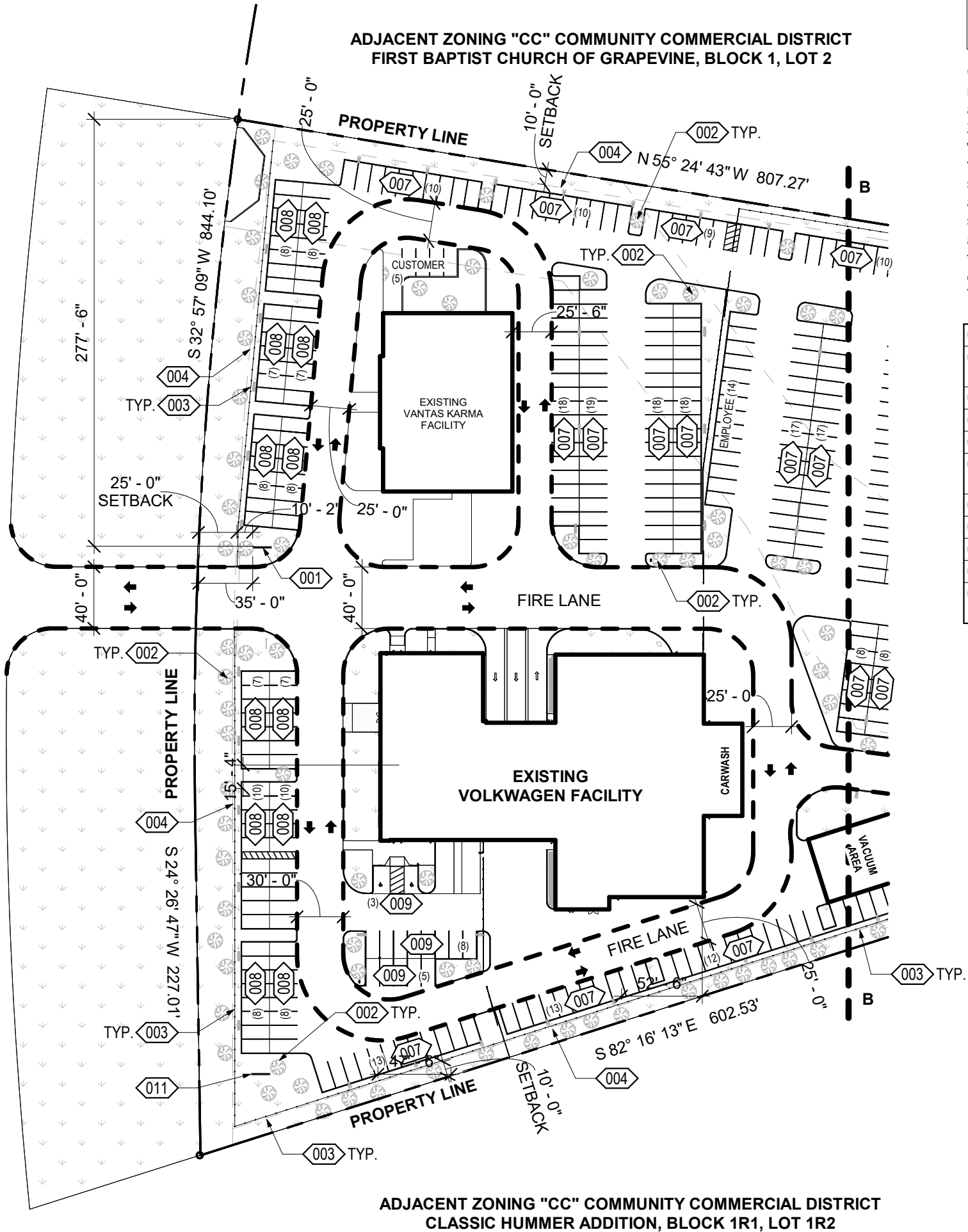
1 OF 4

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STATE HIGHWAY 121
VARIABLE WIDTH R.O.W

WILLIAM D TATE AVENUE



LIGHTING LEVELS AT PROPERTY LINE, INCLUDING FROM THE PROPOSED POLE SIGN, SHALL NOT EXCEED 3.0 FOOTCANDLES

Conditional Use Permit CU25-26 is a request to amend the previously approved site plan of CU21-04 (Ord. 2021-012) for an automobile dealership with sales and service of new and used vehicles, to allow for the addition of a sales building for Vantas/Karma automotive dealership. This request is specifically to add a 40-foot pole sign adjacent to William D. Tate Avenue, on the north side of the main entrance. An existing monument adjacent to William D. Tate Avenue will be removed.

001	NEW 40' VW POLE SIGN
002	EXISTING LANDSCAPE TREE/BUSHES
003	EXISTING PIPE RAILING
004	EXISTING LANDSCAPE SETBACK
005	EXISTING FUEL TANK
006	EXISTING DUMPSTER ENCLOSURE
007	EXISTING INVENTORY PARKING
008	EXISTING DISPLAY PARKING
009	EXISTING CUSTOMER PARKING
010	EXISTING EMPLOYEE PARKING
011	EXISTING MONUMENT SIGN TO BE REMOVED

SITE DATA SUMMARY TABLE			
SYNOPSIS	LOT 1R, BLOCK 1	USED CAR BUILDING	TOTAL
ZONING	CC COMMUNITY COMMERCIAL	CC COMMUNITY COMMERCIAL	
LAND USE	AUTOMOTIVE DEALERSHIP	AUTOMOTIVE DEALERSHIP	
LOT AREA	9.102 AC. (396,467 SQ. FT.)		
BUILDING FOOTPRINT AREA	28,693 SF	9,864 SF	
2ND FLOOR AREA	1,670 SF		
TOTAL BUILDING AREA	30,363 SF	9,864 SF	40,227 SF
BUILDING HEIGHT	36'-0", 2-STORY	20'-0", 1 STORY	
LOT COVERAGE	7.60% OF SITE	2.50% OF SITE	10.15%
FLOOR AREA RATIO	0.076:1	0.025:1	0.115:1
PARKING			
PROPOSED PARKING RATIO:	1 SP./2,000 SF OF SITE AREA		
REQUIRED PARKING	199 SPACES		
CUSTOMER PARKING PROVIDED	16 SPACES (INCL. 2 HC)		
EMPLOYEE PARKING PROVIDED	31 SPACES		
INVENTORY PARKING PROVIDED	448 SPACES		
DISPLAY PARKING PROVIDED	100 SPACES		
ACCESSIBLE PARKING PROVIDED	2 SPACES		
ACCESSIBLE PARKING PROVIDED	2 SPACES		
TOTAL PARKING PROVIDED	597 SPACES (INCL. 2 HC)		
IMPERVIOUS AREA	227,330 SF		57% OF SITE
PERVIOUS AREA	138,774 SF		35% OF SITE

DIMENSIONED SITE PLAN

FOR
PRINCIPLE VOLKSWAGEN
2351 WILLIAM D TATE AVENUE
BLOCK1, LOT 1RA FIRST BAPTIST CHURCH OF GRAPEVINE
ADDITION
CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS 76051
ABSTRACT NO.:530, AND J. FAY SURVEY
CASE NUMBER: CU25-26
9.102 AC. (396,467 SQ.FT)
ZONE: CC COMMUNITY COMMERCIAL
DATE OF PREPARATION: JUNE 27TH, 2025

CASE NAME: PRINCIPLE VOLKSWAGEN
CASE NUMBER: CU25-26
LOCATION: 2351 WILLIAM D. TATE AVE.

MAYOR SECRETARY

DATE: _____

PLANNING AND ZONING COMMISSION

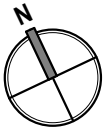
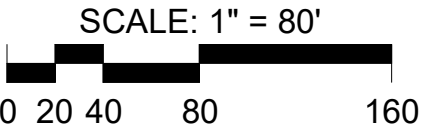
CHAIRMAN

DATE: _____

SHEET: 2 OF 4

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

PLANNING SERVICES DEPARTMENT



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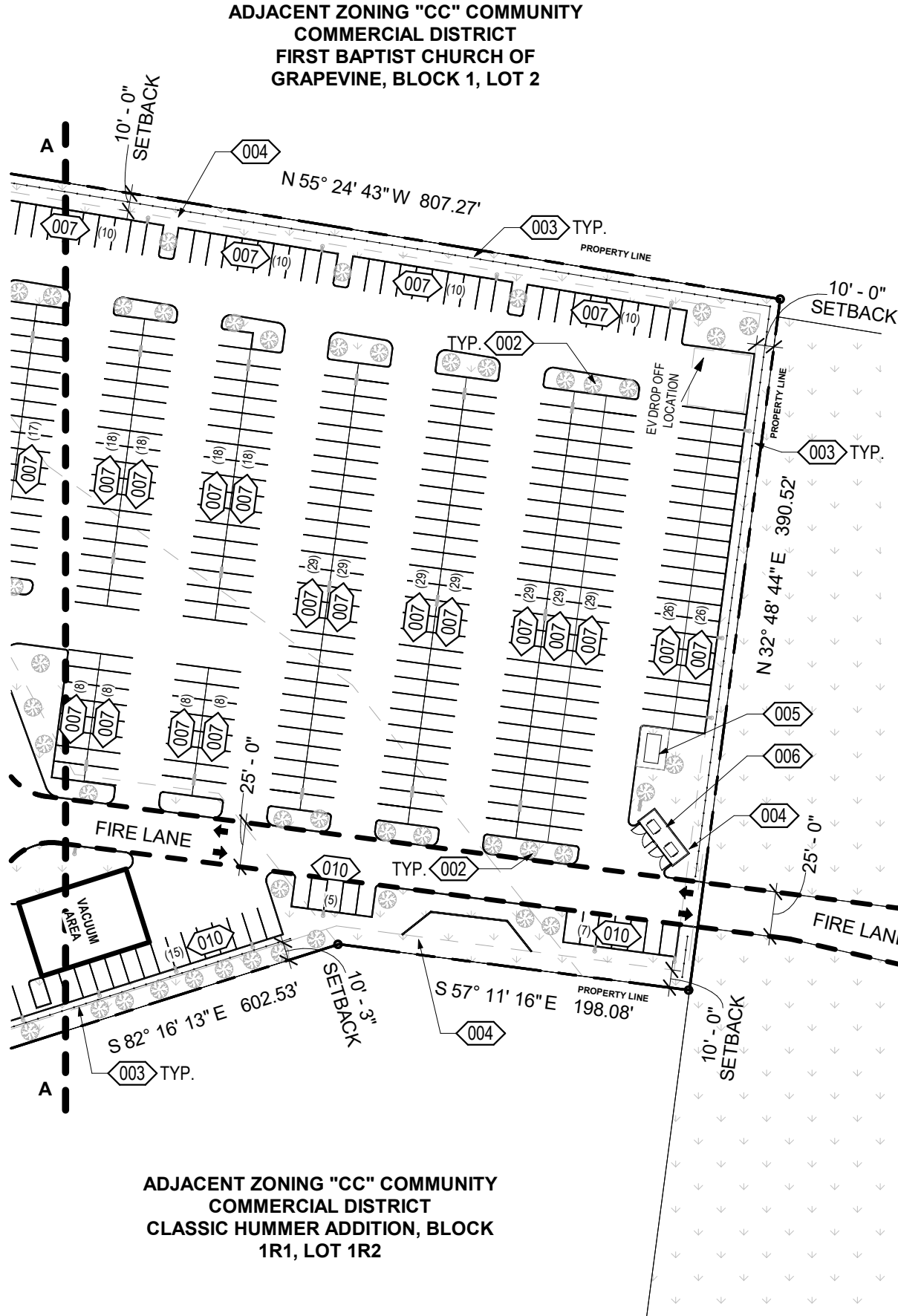
Goree

5151 SAN FELIPE ST, SUITE 1700
HOUSTON, TEXAS 77056
713.660.8102
WWW.GOREE.COM

PRINCIPLE VOLKSWAGEN OF GRAPEVINE
2351 WILLIAM D TATE, GRAPEVINE, TX 76051
VOLKSWAGEN SIGNAGE CU25-26

PROJECT NUMBER
A1949
ISSUE DATE
06/27/2025
SHEET NAME
DIMENSIONED SITE PLAN A
SHEET NUMBER
2 OF 4

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BLOCK1, LOT 1RA FIRST BAPTIST CHURCH OF GRAPEVINE
ADDITION
CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS 76501
ABSTRACT NO.:530, AND J. FAY SURVEY
CASE NUMBER: CU25-26
9.102 AC. (396,467 SQ. FT.)
ZONE: CC COMMUNITY COMMERCIAL
DATE OF PREPARATION: JUNE 27TH, 2025

CASE NAME: PRINCIPLE VOLKSWAGEN
CASE NUMBER: CU25-26
LOCATION: 2351 WILLIAM D. TATE AVE.

MAYOR SECRETARY

DATE:

PLANNING AND ZONING COMMISSION

CHAIRMAN

DATE:

SHEET: 3 OF 4

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

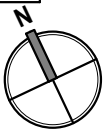
PLANNING SERVICES DEPARTMENT

LIGHTING LEVELS AT PROPERTY LINE,
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FOOTCANDLES

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010	EXISTING EMPLOYEE PARKING
011	EXISTING MONUMENT SIGN TO BE REMOVED

SCALE: 1" = 80'



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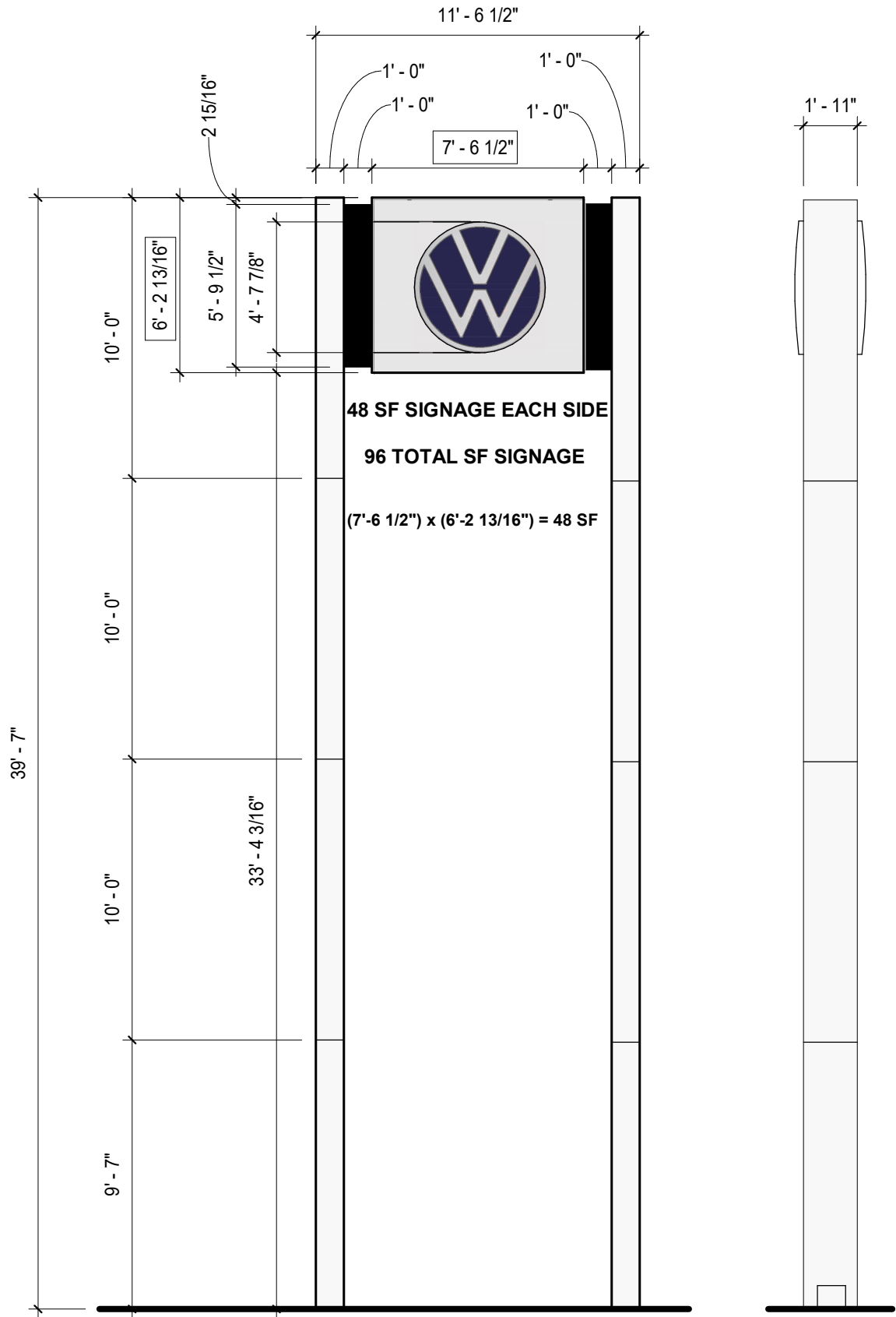
PRINCIPLE VOLKSWAGEN OF GRAPEVINE
2351 WILLIAM D TATE, GRAPEVINE, TX 76051
VOLKSWAGEN SIGNAGE CU25-26



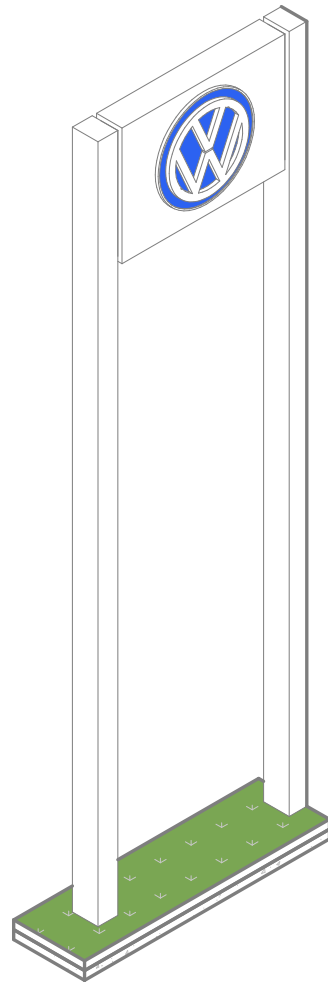
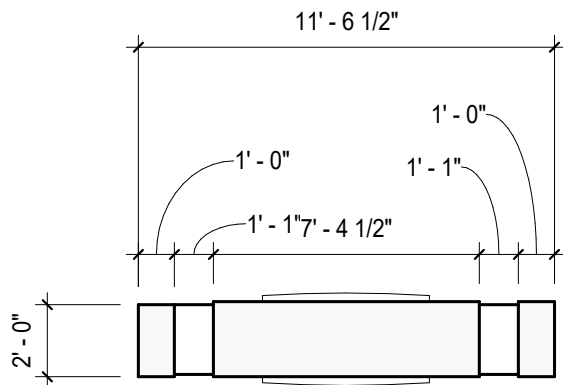
PROJECT NUMBER
A1949
ISSUE DATE
06/27/2025
SHEET NAME
DIMENSIONED SITE
PLAN B
SHEET NUMBER

3 OF 4

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



2 POLE SIGNAGE 3D

SIGNAGE ELEVATION

FOR
PRINCIPLE VOLKSWAGEN
2351 WILLIAM D TATE AVENUE
BLOCK1, LOT 1RA FIRST BAPTIST CHURCH OF GRAPEVINE
ADDITION

ABSTRACT NO.:530, AND J. FAY SURVEY
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DATE OF PREPARATION: JUNE 27TH, 2025

CASE NAME: PRINCIPLE VOLKSWAGEN
CASE NUMBER: CU25-26
LOCATION: 2351 WILLIAM D. TATE AVE.

MAYOR

SECRETARY

DATE: _____

PLANNING AND ZONING COMMISSION

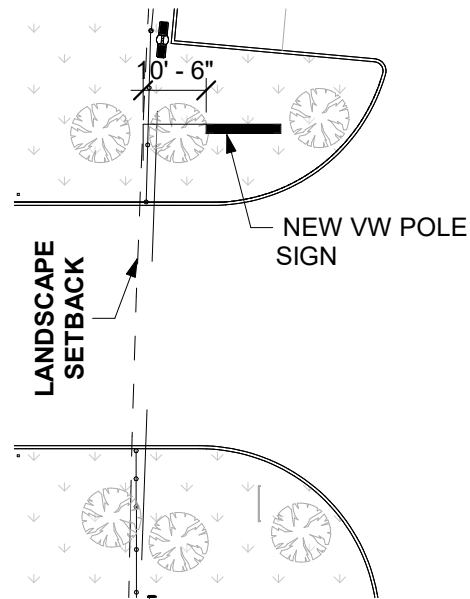
CHAIRMAN

DATE: _____

SHEET: 4 OF 4

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

PLANNING SERVICES DEPARTMENT



1 POLE SIGNAGE
1/32" = 1'-0"

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WWW.GOREE.COM

PRINCIPLE VOLKSWAGEN OF GRAPEVINE
2351 WILLIAM D TATE, GRAPEVINE, TX 76051
VOLKSWAGEN SIGNAGE CU25-26



PROJECT NUMBER
A1949

ISSUE DATE
06/27/2025

SHEET NAME
SITE SIGNAGE

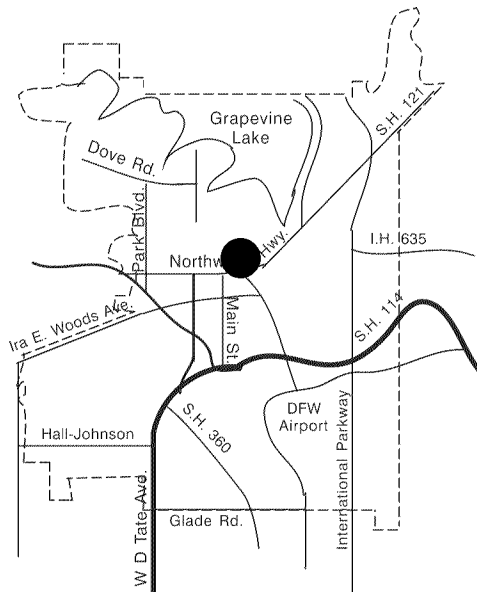
SHEET NUMBER

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: JULY 15, 2025

SUBJECT: PLANNING SERVICES TECHNICAL REPORT OF
CONDITIONAL USE APPLICATION CU25-28; NBT FINANCIAL



APPLICANT: Skylar Lyle, Baird Hampton & Brown, Inc.

PROPERTY LOCATION AND SIZE:

The subject property is located at 803 East Northwest Highway and is platted as Block 1, Lot 4R1, Opryland Second Addition. The property contains 0.72 acre (31,382 sq.ft.) and has approximately 130 feet of frontage along East Northwest Highway and 200 feet of frontage along Boyd Drive.

REQUESTED CONDITIONAL USE AND COMMENTS:

This request is to allow a new bank with a dual-lane drive-through in a planned commercial center.

The applicant plans to develop Lot 4R1, an undeveloped lot, within the larger planned commercial center, Grapevine Station North. The development will consist of a 4,000 sq. ft. bank building, measuring thirty-four (34) feet tall, featuring a dual-lane drive-through.

Vehicular access is not proposed off of Boyd Drive. Access to East Northwest Highway is located to the east of the property at a shared driveway, located between the existing Dutch Bros Coffee (Lot 4R2) and multi-tenant office building (Lot 5). Customers will enter the site via a shared drive from Lot 4R2. The dual-lane drive-through features a drop box, customer window, and ATM. Customers will leave the drive-through via the shared drive at the northeast of the property.

Total required parking for Lot 4R1 is 14 spaces. Twenty-one (21) spaces are provided.

The applicant is proposing a 10-foot tall monument sign at the corner of Boyd Drive and East Northwest Highway with 24% changeable copy.

PRESENT ZONING AND USE:

The property is zoned "CC", Community Commercial District and is undeveloped.

HISTORY OF TRACT AND SURROUNDING AREA:

The subject property was rezoned in the 1984 City-wide Rezoning from "C-2", Community Business District to "CC", Community Commercial District.

- On August 21, 2018, City Council approved CU18-19 (Ord. 2018-64) to establish a planned commercial center for the development of an office complex and a convenience store with gasoline sales, a car wash, a restaurant with outside dining along with the possession, storage, retail sales, and off-premise consumption of alcoholic beverages (beer and wine only).

SURROUNDING ZONING AND EXISTING LAND USE:

NORTH: "CC", Community Commercial District – Multitenant-office building

SOUTH: "HC", Highway Commercial District – Counseling office, automotive retail

EAST: "CC", Community Commercial District – Dutch Bros Coffee

WEST: "CC", Community Commercial District – Undeveloped

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.

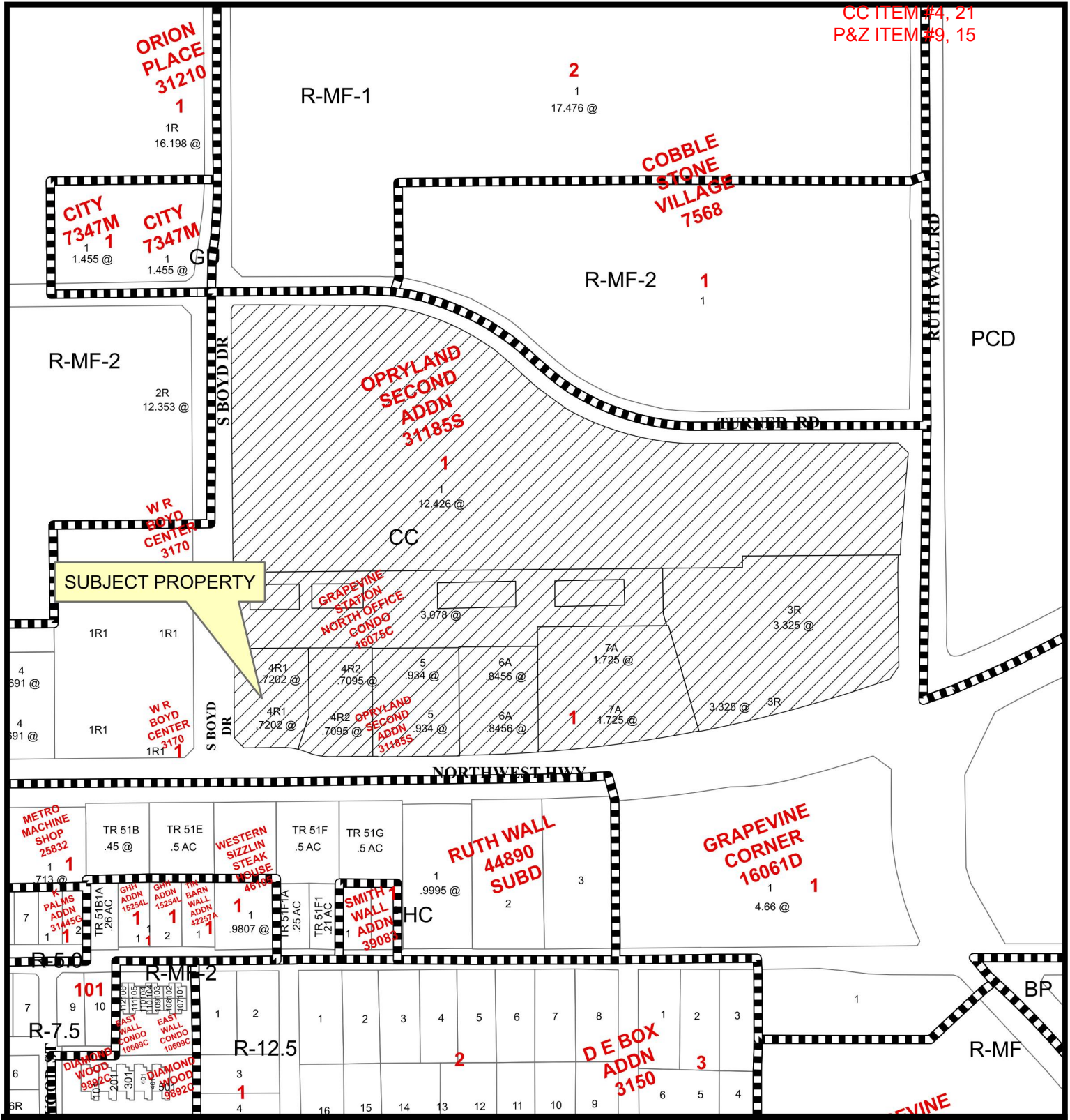
MASTER PLAN APPLICATION:

The Master Plan designates the subject property as Commercial/ Mixed Use (C/MU) land use. The applicant's proposal is compliant with the Master Plan.

THOROUGHFARE PLAN APPLICATION:

The City of Grapevine's Thoroughfare Plan designates East Northwest Highway as a Type C Minor Arterial with a minimum 80-foot right-of-way developed as four lanes and center left turn lane.

/f



CU25-28; NBT Financial 803 East Northwest Highway

Date Prepared: 6/30/2025

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)

GRAPEVINE STATION NORTH LOT 4R1, BLOCK 1, OPRYLAND SECOND ADDITION

Street frontage & distance to nearest cross street

Street Frontage: 328 LF , Distance to nearest cross street: 0 LF

Proposed Zoning

Community Commercial

Future Land Use Designation

C/MU - Commercial/Mixed Use

Gross area of parcel (to nearest tenth of
acre)

0.72 AC

Describe the Proposed Use

Financial Institution

Existing Zoning

Community Commercial

Subject Property Address

803 E Northwest Hwy Grapevine, Texas, 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 Gary Harkwood - Managing Member Owner Phone Number 817-416-4843

Company Westwood Group Development NO II LP

Address 1000 Texan Trail, Suite 200

City Grapevine State TX Zip Code 76051

Email [REDACTED]



CU25-28

CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS

Project Representation (check one):

- ☐ I will represent the application myself; OR
- ☒ I hereby designate Skylar Lyle, PE (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

Date 5/29/25

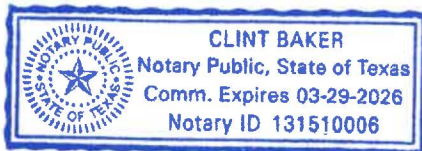
STATE OF: Texas

COUNTY OF: Tarrant

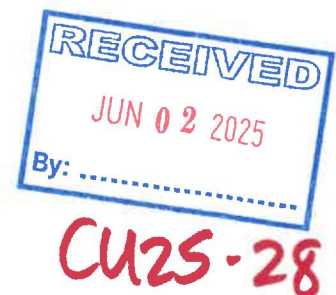
BEFORE ME, a Notary Public, on this day personally appeared Gary Haskewood (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 29th day of May, 2025

[Signature]



NOTARY PUBLIC in and for the State of Texas



CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other (specify) _____

Name Skylar Lyle, PE Company Baird Hampton & Brown Inc.

Address 3801 William D Tate. Ave Suite 500

City Grapevine State TX Zip Code 76051

Phone 214-310-3118 Email [REDACTED]

Applicant's Signature *Skylar Lyle* Date 5/28/2025

STATE OF: _____

COUNTY OF: _____

BEFORE ME, a Notary Public, on this day personally appeared Skylar Lyle
(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 28 day of
May, 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: _____ **CU25-28**

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>)

**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 803 E Northwest Highway

Legal description of subject property
LOT 421, BLOCK 1, OPRYLAND SECOND ADDITION

Justin Purna 6.2.2025
Public Works Department Date



cu25-28

FRANCHISE TAX ACCOUNT STATUS

CC ITEM #4, 21
P&Z ITEM #9, 15

This record as of May 30, 2025 at 14:21:17

WESTWOOD GROUP DEVELOPMENT NO. II, L.P.

Texas Taxpayer Number:	32035598468
Mailing Address:	1000 TEXAN TRL STE 200 GRAPEVINE, TX 76051 - 3777
Right to Transact Business in Texas:	ACTIVE
State of Formation:	TX
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	05/24/2004
Texas SOS File Number:	0800345464
Registered Agent Name:	PATRICK E. LACY
Registered Office Street Address:	13355 NOEL ROAD SUITE 1700 DALLAS, TX 75240

Public Information Report for Year 2024

Title	Name and Address
GENERAL PA	WGD, GP, MANAGEMENT, LLC 1000 TEXAN TRAIL STE 200 GRAPEVINE, TX 76051



CU25-28

June 23, 2025

City of Grapevine
Planning Services Department
200 S. Main Street
Grapevine, TX, 76051

Re: CUP Narrative – Banking Facility at 803 E Northwest Hwy

To whom it may concern,

This narrative supports our Conditional Use Permit (CUP) application for a “banking facility” at 803 E Northwest Hwy, zoned Community Commercial (C-C).

We seek CUP approval to operate a banking institution, a conditionally permitted use. The primary special requirement is a dual lane drive-through. Our site plan integrates this feature efficiently, complying with all design and traffic standards for safety and flow.

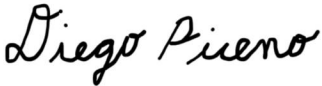
The proposed banking facility offers significant benefits:

1. **Low-Impact Operation:** Banking generates minimal, brief vehicular traffic compared to other commercial uses. Operating hours are limited. Based on the busiest local branch, the peak hour (2-3pm) averages approximately 4 teller transactions between counter and drive-through transactions. Therefore, at most there would be approximately 2-4 cars in the drive-through at any given time. For reference, the newest branch during their peak hour (4-5pm) averages approximately 1 teller transaction. The proposed development offers 6 cars to be queued within the drive-through without impeding the fire lane or adjacent property.
2. **No Disruption:** The drive-through is designed to contain all vehicles stacked on-site, preventing queues or spillover traffic. No further disruption to other lots is anticipated.
3. **Community Service:** It provides essential, convenient financial services to residents and businesses in the area.

I am available to provide any further information please feel free to contact me if you have any questions or concerns at 682-348-3267 or [REDACTED].

Sincerely,

Baird, Hampton & Brown



Diego Piceno, EIT
Graduate Civil Engineer

Baird, Hampton & Brown



Skylar Lyle, PE
Civil Engineer, Associate

**LOT 4R1, BLOCK 1
OPRYLAND SECOND ADDITION**

BEING a 0.720 acre tract of land in the A. F. Leonard Survey, Abstract Number 946, situated in the City of Grapevine, Tarrant County, Texas, and being all of Lot 4R1, Block 1, Opryland Second Addition, an addition to the City of Grapevine, Tarrant County, Texas as recorded in Instrument Number D222026226, Plat Records, Tarrant County, Texas and in deed to Westwood Group Development No. II, recorded in Instrument Number D216269101, Deed Records, Tarrant County, Texas. The bearings for this description are based on the bearings as they appear in Clerk's File No. D218210274, Official Public Records, Tarrant County, Texas. Said 0.720 acre tract of land being described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "DUNAWAY" found at the northeast corner of said Lot 4R1 and the northwest corner of that certain tract of land described as Lot 4R2, of said Block 1;

THENCE South 00°18'50" East, along the common line of said Lots 4R1 and 4R2, a distance of 140.88 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

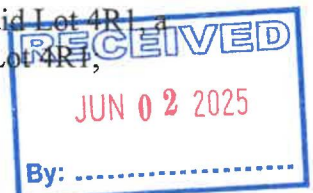
THENCE South 18°05'03" West, continuing along said common line, a distance of 73.96 Feet to a 5/8" iron rod with plastic cap stamped "DUNAWAY" found for the common south corner of said Lots 4R1 and 4R2 and in the north right of way line of Northwest Highway (State Highway No. 26), a variable width right of way for the point of curvature of a non-tangent curve, concave to the south, having a radius of 130.00 Feet a central angle of 14°24'56", and a chord of 32.62 Feet bearing North 83°18'28" West;

THENCE westerly departing said common line and continuing along a south line of said Lot 4R1 and said north right of way line and along said curve, a distance of 32.71 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

THENCE South 89°28'53" West, continuing along a south line of said Lot 4R1 and said north right of way line, a distance of 79.89 Feet to a 5/8" iron rod with plastic cap stamped "DUNAWAY" found for the southeast corner of a corner clip at the intersection of the north right of way line of Northwest Highway and the east right of way line of Boyd Drive, a 90' right of way;

THENCE North 45°34'34" West, along said corner clip and said south line of Lot 4R1, a distance of 28.31 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for the northwest corner of said corner clip;

THENCE North 00°18'50" West, departing said north right of way line and said south line of Lot 4R1 and continuing along said east right of way line and a west line of said Lot 4R1, a distance of 187.34 Feet to an "X" cut found for the northwest corner of said Lot 4R1;



CU25-28

THENCE North 89°38'58" East, departing said east right of way line and said west line and continuing along the north line of said Lot 4R1, a distance of 155.72 Feet to the POINT OF BEGINNING and containing a computed area of 0.720 Acres, more or less.

Compiled from field ties and record data on April 17, 2025 by Whitfield-Hall Surveyors. A survey exhibit of even survey date accompanies this description.

Johnny D.L. Williams

Johnny D.L. Williams
Registered Professional Land Surveyor
Texas Registration No. 4818
TBPELS Firm Reg. No. 10138500



CU25-28



CC ITEM #4, 21
P&Z ITEM #9, 15

LOCATION		DATE
PREPARED BY		QUANTITY
COMMENTS		FIXTURE TYPE
CATALOG NUMBER		



Beaumont LED Outdoor Sconce BMW Series

Features

This outdoor LED light is ideal for security and general lighting. Decorative metal accents. Provides lighting in indoor or outdoor residential, commercial, and hospitality applications. Vertical or horizontal mounting. Fixture mounts to a standard junction box (not included).

Construction

Die-cast aluminum construction. Standard mounting holes and hardware are included. Power supply connections must be made inside a junction box (not included).

Finish

Available in Textured grey or textured bronze powder coat finish.

Diffuser

Diffuser is .100" thick matte white acrylic.

Electrical

Input 120-277V VAC / 60 Hz.
Minimum starting temp -4° F/-20° C

LED

Integrated LED modules capable of producing:
19W = 1800 source lumens, 1123 delivered lumens
24W = 2800 source lumens, 1512 delivered lumens
3000K (CCT). Rated for 50,000 Hrs. 90 CRI.

Certification

All fixtures are cETLus listed for outdoor wet locations.
Title 24/JA8 Compliant

Option (Consult Factory)

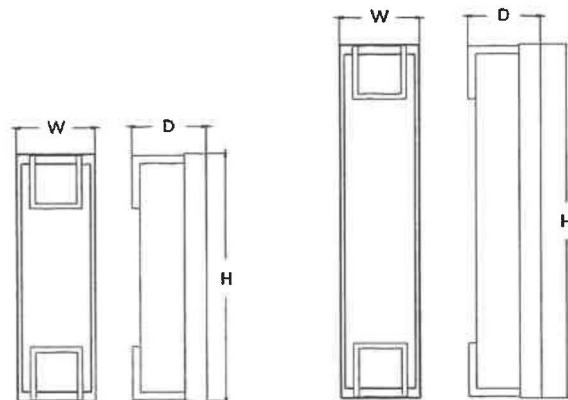
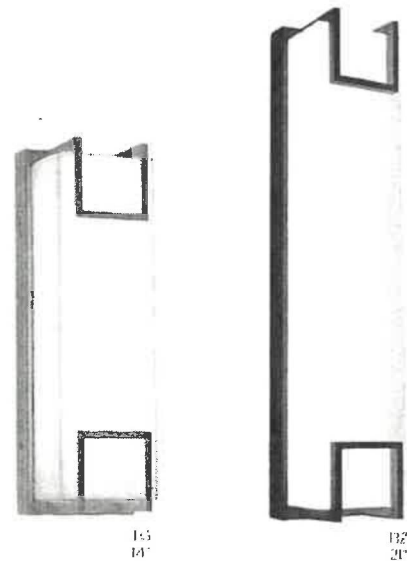
Integrated dusk-to-dawn photocell, add -PC to the end of part number.

Warranty

Limited warranty: This fixture is free from defects in materials and workmanship for a period of 5 years from date-of-purchase.

Specifications and dimensions
subject to change without notice.

**Limited Quantities Remain.
Consult Factory.**



Ordering Information:

		LED	Source Lumens	Delivered Lumens	CCT	H	W	D
Textured Grey	Textured Bronze							
BMW5171800L30MVTG	BMW5171800L30MVBZ	19W	1800	1123	3000K	14-3/4"	4-3/4"	4-1/2"
BMW5212800L30MVTG	BMW5212800L30MVBZ	24W	2800	1512	3000K	21"	4-3/4"	4-1/2"



CU25-28

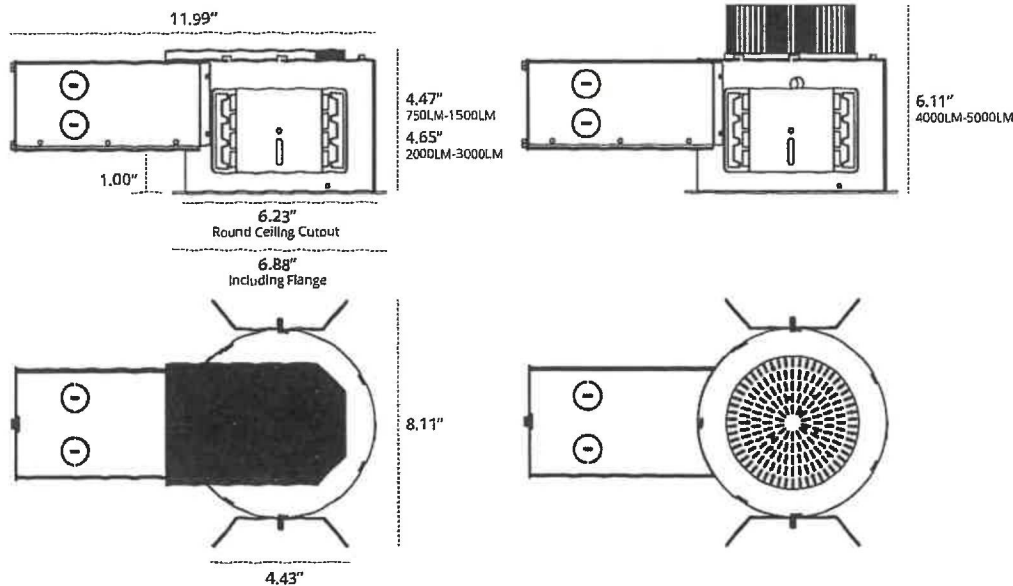
6" Round, F-Class Commercial

Open, LED Downlight, 750-4000 Lumens

CC ITEM #4, 21
P&Z ITEM #9, 13
F-CLASS
Commercial

Dimensional Data

New Construction



Non-Conductive Shower Trim - F6019



MEDIUM - MD 2035K

Model
V6OFCR-2035K-F6060-SCL

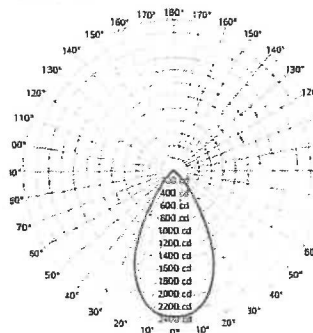
Lumens
1,921

Watts
25.8

Efficacy
74.46

SC
0.89

Candela Curve



Cone of Light

Mounting Height AFF	FC at Center on Floor	Beam Diameter
8.0'	36 fc	8.6'
10.0'	23 fc	10.8'
12.0'	16 fc	12.9'
14.0'	12 fc	15.1'
16.0'	9 fc	17.2'
20.0'	6 fc	21.5'
24.0'	4 fc	25.8'
30.0'	3 fc	32.3'

Candela Table

	0.00°
0.00°	2,322
5.00°	2,302
10.00°	2,223
15.00°	2,050
20.00°	1,796
30.00°	1,010
40.00°	275
50.00°	25
60.00°	10
70.00°	5
80.00°	2
90.00°	0

Zonal Lumen Summary

Zone	Lumens	% Luminaire
0° - 30°	1,442	75%
0° - 40°	1,819	95%
0° - 60°	1,910	99%
60° - 90°	11	1%
0° - 20°	788	41%
20° - 50°	1,107	58%
50° - 70°	22	1%
70° - 90°	4	0%
0° - 90°	1,921	100%
90° - 180°	0	0%
Total	1,921	100%

Spacing Criterion

Height	Spacing	Light Level*
8 ft	7.1 ft	~ 36 fc
10 ft	8.9 ft	~ 23 fc
12 ft	10.7 ft	~ 16 fc
8 ft	5.3 ft	~ 65 fc
10 ft	6.7 ft	~ 41 fc
12 ft	8.0 ft	~ 29 fc
8 ft	3.6 ft	~ 145 fc
10 ft	4.5 ft	~ 93 fc
12 ft	5.3 ft	~ 65 fc

* approximate floor light level at floor based on spacing criterion overlap

MULTIPLIER

CRI	Multiplier	Kelvin	Multiplier	Reflector Finish	Multiplier
80	1	2700K	0.939	SCL	1
90	0.81	3000K	0.975	SGC	0.95
		3500K	1	WHT	0.87
		4000K	1.035		
		5000K	1.098		



CU25-28

OSQ Series

OSQ® LED Utility Flood Luminaire featuring Patented NanoComfort® Technology – Version C

Rev. Date: V5 05/01/2025

Product Description

The OSQ® Utility Flood luminaire offers simple installation with a rugged die cast aluminum adjustable arm mount preset to 45° angle. Arm mounts to 2" (51mm) IP, 2.375" (60mm) O.D. tenon with choice of 8" 14/3 AWG cord exiting end of arm or side of arm. Direct arm and trunnion mount versions are also available. Medium is suitable upgrade for HID applications up to 400 Watts. Large is suitable upgrade for HID applications up to 1000 Watts. OSQ Utility Flood Series is a perfect fit for a wide array of applications, helping improve the economic value for DoTs, municipalities, or Utilities.

Applications: Utility floodlighting, tunnels and underpasses

Performance Summary

- Utilizes Patented NanoComfort® Technology
- Assembled in the USA by Cree Lighting from US and Imported parts
- Initial Delivered Lumens:** 4,000 - 40,000
- Efficacy:** Up to 171 LPW
- CRI:** Minimum 70 CRI
- CCT:** 3000K, 4000K

Limited Warranty: 10 years for luminaire/10 years for Colorfast DeltaGuard® finish/up to 5 years for Synapse® accessories/1 year for luminaire accessories

* See <https://www.creeighting.com/resources/specifications/> for warranty terms. For Synapse accessories, consult Synapse spec sheets for details on warranty terms.

Utility Highlights
Utility Label and NEMA® Lift & Lock 7-Pin Photocell Receptacle
- External utility label per ANSI C136.15-2020
- 7-pin receptacle per ANSI C136.41
- Intended for downlight applications with maximum 45° tilt
- Factory connected 0-10V dim leads
- Requires photocell or shunting cap by others

Accessories

Field-Installed
Shunting Cap XA-XLSHRT
Mounts - Must specify one of the below for UC Mount only
OSQ-ML-C-DA Direct Arm OSQ-MLX-C-OU Universal Direct Arm w/Adjustable Bolt Spacing
OSQ-MLX-C-HU Universal Direct Arm w/4-Bolt Drill Pattern (matches existing THE EDGE® High Output Luminaires w/ EHO-UNV Mount)**

** Not for use with THE EDGE® High Output luminaires w/DM Mount.

Ordering Information

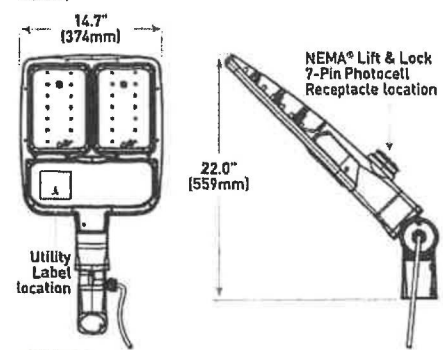
Example: OSQM-C-11L-30K7-55-UL-UL-BZ-N

Luminaire											
OSQ	C								N		
Family	Size	Series	Lumen Package ¹	CCT/CRI	Optic	Voltage	Mounting ²	Finish	Controls ³	Utility Label/Receptacle	Options
OSQ	M Medium 	C	Medium 4L 4,000 Lumens 6L 6,000 Lumens 9L 9,000 Lumens 11L 11,000 Lumens 16L 16,000 Lumens Large 22L 22,000 Lumens 30L 30,000 Lumens 40L 40,000 Lumens	30K7 3000K 70 CRI 40K7 4000K 70 CRI	Asymmetric 3M Type III Mid Symmetric 5S NEMA® 5x5 6S NEMA® 6x6 7S NEMA® 7x5	UL Universal 120-277V UH Universal 347-480V - Not available with 4L or 40L lumen packages UC Direct Arm Mount w/ 12" 18/5 or 16/5 leads - Must order mount separately. See Mounts table above UE Universal 277-480V - Available only with 40L lumen package UD Trunnion Mount w/8" 14/3 AWG Cord - Adjustable from 0-45° in 15° increments	UA 45° Utility Arm w/8" 14/3 AWG Cord Side Exit UB 45° Utility Arm w/8" 14/3 AWG Cord End Exit UC Direct Arm Mount w/ 12" 18/5 or 16/5 leads - Must order mount separately. See Mounts table above UE Universal 277-480V - Available only with 40L lumen package UD Trunnion Mount w/8" 14/3 AWG Cord - Adjustable from 0-45° in 15° increments	BK Black BZ Bronze SV Silver WH White	01/08/07/06/05/04/03/02/01 Field Adjustable Output - Must select 01, 03, 07, 04, 05, 04, 03, 02, or 01 - Offers full range adjustability - Refer to pages 7-14 for power and lumen values - Not available with X controls or Synapse TL7-HWG accessory X8/X7/X6/X5/X4/X3/X2/X1 Locked Lumen Output - Must select X8, X7, X6, X5, X4, X3, X2, or X1 - Not available with 0 controls - X1 option not available with the following lumen package/voltage offerings: 9L/UL, 16L/UL, 16L/UH, 30L/UL, 30L/UH, 45L/UL, 45L/UH - X2 option not available 9L/UL lumen package/voltage - Lumen output is permanently locked to the setting selected - Refer to pages 7-14 for power and lumen values	M Utility Label and NEMA® LIR & Lock 7-Pin Photocell Receptacle - External utility label per ANSI C136.15-2020 - 7-pin receptacle per ANSI C136.41 - Intended for downlight applications with maximum 45° tilt - Factory connected 0-10V dim leads - Requires photocell or shunting cap by others	20KV 20KV/10KA Surge Suppression - Replaces standard 10KV/5KA surge protection

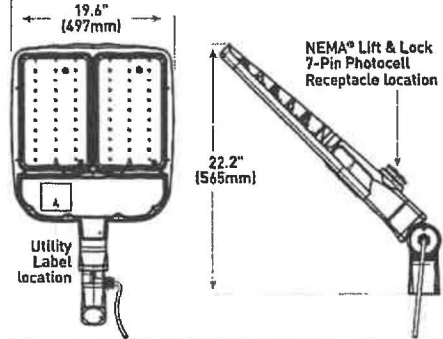
¹ Lumen Package codes identify approximate light output only. Actual lumen output levels vary by CCT and optic selection. Refer to Initial Delivered Lumen tables for specific lumen values.
² Reference fixture mounting drill pattern, EPA, and pole configuration suitability data on pages 5 & 6
³ Luminaire comes standard with 0-10V dimming.

UA Mount

OSQM



OSQL



Luminaire	Weight
OSQM	19.3 lbs. (8.8kg)
OSQL	28.8 lbs. (12.9kg)

Note: For additional mounts, refer to drawings on page 15 and 16.

Website: creeighting.com
 US: (800) 236-6800 Canada: (800) 473-1234

JUN 02 2025

CU25-28

By:

OSQ Series

OSQW™ LED Wall Mount Luminaire featuring Patented NanoComfort® Technology

Rev. Date: V5 03/14/2025

Product Description

The OSQW™ LED wall mount luminaire has a slim, low profile design intended for outdoor wall mounted applications. The rugged lightweight aluminum housing and mounting box are designed for installation over standard single gang J-Boxes and mud ring single gang J-Boxes. The luminaire allows for through-wired or conduit entry from the top, bottom, sides and rear. The housing design is intended specifically for LED technology including a weathertight LED driver compartment and thermal management. Optic design features industry-leading NanoComfort Technology which provides superior glare reduction and visual comfort with high-efficiency illumination delivered precisely where it is needed.

Applications: General area and security lighting

Performance Summary

- Utilizes Patented NanoComfort® Technology
- Utilizes Cree TrueWhite™ Technology on 5000K Luminaires
- Assembled in the USA by Cree Lighting from US and imported parts
- Initial Delivered Lumens: Up to 8,600
- Input Power: 16 - 55 watts
- Efficacy: Up to 159 LPW
- CRI: Minimum 70 CRI (2700K, 3000K, 4000K & 5700K); 90 CRI (5000K); 50 CRI (1900K)
- CCT: 1900K, 2700K, 3000K, 4000K, 5000K, 5700K
- Limited Warranty*: 10 years for luminaire/10 years for Colorfast DeltaGuard® finish/5 years for BML and ML sensors/up to 5 years for Synapse® accessories/1 year for accessories
- Limited Warranty Emergency Back Up (EB) Battery: 1 year for Battery Back Up. Test regularly in accordance with local code

*See <https://www.cree.com/lighting/usa/resources/warranties/> for warranty terms. For Synapse accessories, consult Synapse spec sheets for details on warranty terms.

Accessories

Field-Installed	Synapse SimplySNAP On-Site Controller
Beauti Plate WM-PLT12** - 12" (305mm) Square WM-PLT14** - 14" (356mm) Square - Covers holes left by incumbent wall packs Sensor for Zhaga Socket Z15 - For use only with luminaires with Z1 option - Refer to Z15 spec sheet for details Synapse® SimplySnap 10V Interface DIM10-220F - 120V-277V - Requires either Synapse Central Base Station or On-Site Controller - Refer to DIM10-220F spec sheet for details Synapse SimplySNAP Central Base Station CBS5W-450-002 - Includes On-Site Controller (SS450-002) and - 5-button switch - Indoor and Outdoor rated - Refer to CBS5W-450-002 spec sheet for details	SS450-002 - Verizon® LTE-enabled - Designed for indoor applications - Refer to SS450-002 spec sheet for details Synapse Building Management System (BMS) Gateway BMS-GW-002 - Required for BACnet integration - Refer to BMS-GW-002 spec sheet for details Synapse Wireless Sensor WSN-DPM - Motion and light sensor - Control multiple zones - Refer to WSN-DPM spec sheet for details

** Must specify color

Ordering Information

Example: OSQW-C-2L-27K7-2M-UL-WM-BK

OSQW	C								
Family	Series	Lumen Package*	CCT/CRI	Optic	Voltage	Mounting	Finish	Controls**	Options
OSQW	C	2L 2,550 lumens - Available only with UL voltage 4L 4,920 lumens 6L 6,075 lumens 8L 8,600 lumens	19K5 1900K, 50 CRI 27K7 2700K, 70 CRI 30K7 3000K, 70 CRI 40K7 4000K, 70 CRI 50K9 5000K, 90 CRI 57K7 5700K, 70 CRI	2M Type II Mid 3M Type III Mid 4M Type IV Mid	UL Universal 120-277V UH Universal 347-480V - Not available with 2L lumen package, controls options, or EB or Z1 options 34 347V - Available only with P control - Not available with 2L lumen package, BML or ML controls, or EB or Z1 options	WM Wall	BK Black BZ Bronze SV Silver WH White	BML Bluetooth® Technology Enabled Multi-Level Sensor - Available only with UL voltage - Utilizes a multifunction sensor - Refer to BML spec sheet for details - 8-20' sensor lens installed on luminaire; 20-40' sensor lens and aisle shrouds included - Not available with other controls or EB or Z1 options ML Multi-Level - Refer to ML spec sheet for details - Utilizes a multifunction sensor - Available only with UL voltage - Not available with other controls or EB or Z1 options P Button Photocell - Available with UL and 34 voltages only - Not available with other controls or EB option	20KV 20kV/10kA Surge Suppression - Replaces standard 10kV/5kA surge protection EB Emergency Battery Back-Up - Provides 90 minutes and 7W of power in emergency mode - Available only with UL voltage - Not available with BML, ML or P controls Z1 Zhaga Book 18 Socket, bottom of luminaire - Includes DALI D4 driver that dims to 1% - Includes cap. Zhaga sensor is available as an accessory (see table above) or by others - Available only with 4L-8L lumen packages - Available only with UL voltage - Not available with BML or ML controls

* Lumen Package codes identify approximate light output only. Actual lumen output levels vary depending on CCT selection. Refer to Initial Delivered Lumen tables for specific lumen values.
** Luminaires comes standard with 0-10V dimming. Controls by others.



Website: cree.com/lighting
US: (800) 236-6800 Canada: (800) 473-1234

CREE LIGHTING

JUN 02 2025

By:

ORDINANCE NO. 2025-039

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS ISSUING CONDITIONAL USE PERMIT CU25-28 TO ALLOW THE DEVELOPMENT OF A BANK WITH A DUAL-LANE DRIVE-THROUGH IN A PLANNED COMMERCIAL CENTER FOR BLOCK 1, LOT 4R1, OPRYLAND SECOND ADDITION (803 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 CU25-28 to allow for the development of a bank with a dual-lane drive-through in a planned commercial center in a district zoned "CC", Community Commercial District within the following described property: Block 1, Lot 4R1, Opryland Second Addition (803 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 safely from fire, panic, flood and other dangers; provide adequate light and air; to prevent overcrowding of land, to avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewerage, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, of the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

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

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

Section 7. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum

not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 8. That this ordinance shall become effective from and after the date of its final passage.

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

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

Matthew C.G. Boyle
City Attorney

THE CITY OF GRAPEVINE, TEXAS
PLANS FOR THE CONSTRUCTION OF
SITE IMPROVEMENTS
TO SERVE
NBT FINANCIAL BANK
LOT 4R1, BLOCK 1
OPRYLAND SECOND ADDITION
0.72 ACRES
ZONING:CC

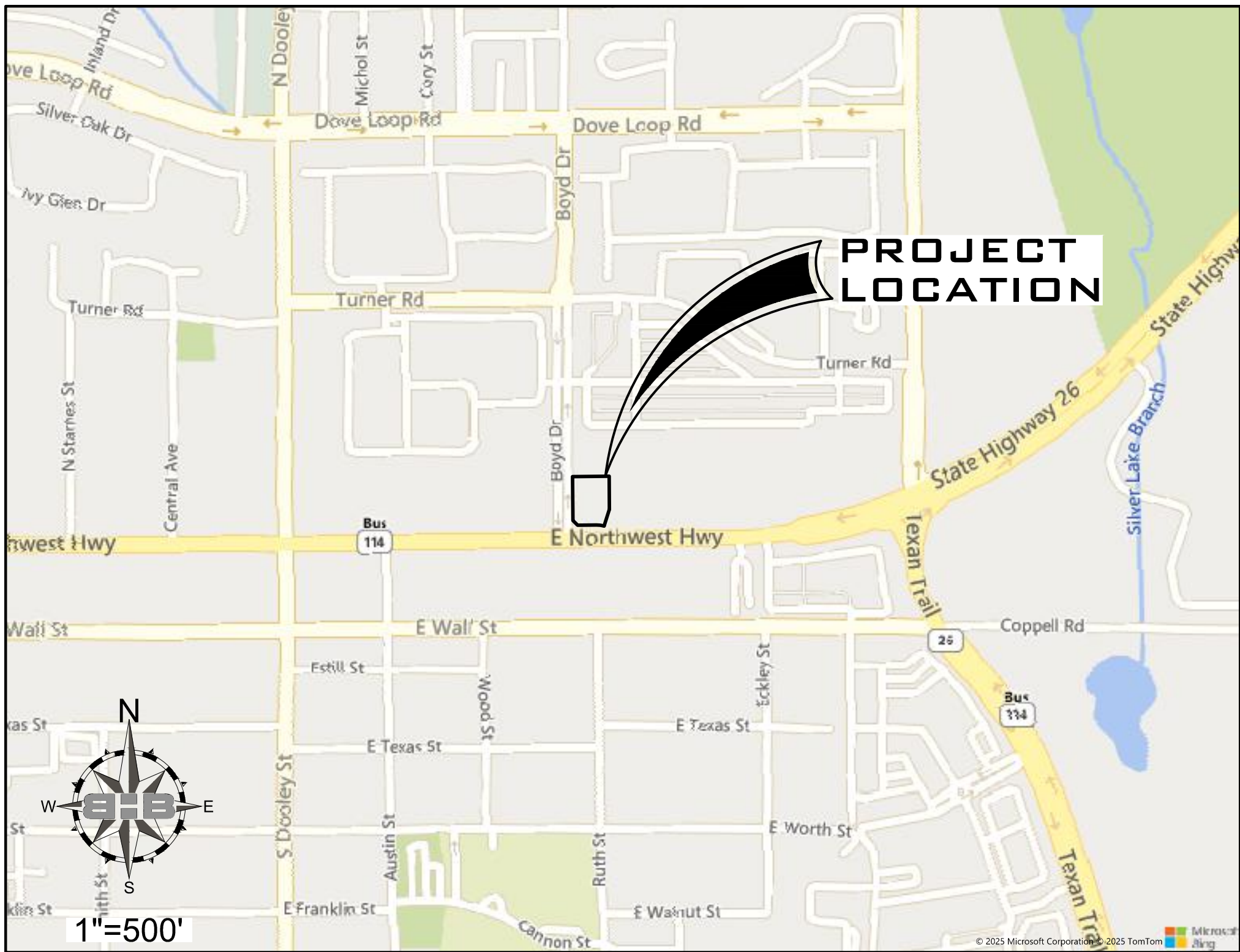
CITY OF GRAPEVINE GENERAL NOTES:

1. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CENTRAL TEXAS"— LATEST EDITION, "TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES" — LATEST EDITION AND THE CITY OF GRAPEVINE STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A COPY OF THE BID PROPOSAL FOR ALL PUBLIC IMPROVEMENTS TO THE CITY OF GRAPEVINE AT THE PRE-CONSTRUCTION MEETING. THIS PROPOSAL SHALL INCLUDE UNIT COSTS, QUANTITIES AND AMOUNTS.
3. ANY DISCREPANCIES BETWEEN GENERAL NOTES AND CITY SPECIFICATIONS OR DETAILS SHALL BE WHICHEVER IS MORE RESTRICTIVE AS DETERMINED BY THE CITY INSPECTOR.
4. THE OWNER/CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING A 5% INSPECTION FEE TO THE CITY OF GRAPEVINE AT THE PRE-CONSTRUCTION MEETING FOR ALL PUBLIC IMPROVEMENTS AND PRIVATE STORM DRAIN.
5. NO WATER JETTING IS ALLOWED FOR WATER, SANITARY SEWER AND STORM DRAINAGE CONSTRUCTION.
6. ALL TRENCHES THAT ARE EXCAVATED TO A DEPTH IN EXCESS OF FIVE (5) FEET SHALL BE EXCAVATED AND MAINTAINED IN A MANNER THAT MEETS ALL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS. PRIOR TO THE EXCAVATION AND CONSTRUCTION OF THE TRENCH(ES), THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TWO (2) TRENCH SAFETY PLANS PREPARED BY A LICENSED PROFESSIONAL ENGINEER IN ACCORDANCE WITH OSHA STANDARDS.
7. ALL EMBEDMENT AND BACKFILL SHALL BE WETTED TO APPROXIMATE OPTIMUM MOISTURE AND COMPACTED IN TWELVE (12) INCH LIFTS TO 95% STANDARD PROCTOR DENSITY. DENSITY TESTS SHALL BE OBTAINED FOR EACH FIVE (5) FEET OF DEPTH AND FOR EACH 100' LINEAL FEET OF TRENCH OR INCREMENT THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A COPY OF ALL GEOTECHNICAL LABORATORY REPORTS/TEST RESULTS TO THE CITY.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF GRAPEVINE BUILDING DEPARTMENT AT 817-410-3010, TO REQUEST A TREE PRESERVATION INSPECTION PRIOR TO ANY WORK COMMENCING ON THE SITE.
9. THERE SHALL BE NO FILLING IN THE FLOODPLAIN OR DUMPING WITHIN THE CITY OF GRAPEVINE WITHOUT AN EXECUTED "FILL" AGREEMENT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING ALL FIELD CHANGES TO THE PLANS. THE PROJECT ENGINEER SHALL INCORPORATE THESE CHANGES INTO "AS-BUILT" RECORD DRAWINGS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING EROSION CONTROL IN ACCORDANCE WITH THE EROSION CONTROL PLAN PREPARED BY THE ENGINEER AND APPENDIX F OF THE CITY OF GRAPEVINE'S CODE OF ORDINANCES.
12. THE CITY OF GRAPEVINE'S CONSTRUCTION INSPECTOR OVERTIME POLICY ALLOWS THE CONTRACTOR TO WORK FROM 7 A.M. TO 7 P.M., MONDAY THROUGH SATURDAY. NO WORK IS ALLOWED ON SUNDAYS. OVERTIME CHARGES OF \$45 PER HOUR SHALL BE PAID TO THE CITY BY THE CONTRACTOR FOR WORK OUTSIDE THE NORMAL WORK WEEK (I.E. 8 A.M. TO 5 P.M., MONDAY THROUGH FRIDAY). SATURDAY WORK REQUIRES A FOUR (4) HOUR MINIMUM OVERTIME CHARGE.
13. EACH CONTRACTOR WITHIN THE PROPOSED DEVELOPMENT SHALL GUARANTEE THEIR WORK FOR A PERIOD OF TWO (2) YEARS AFTER THE DATE OF FINAL ACCEPTANCE BY THE CITY OF ALL PUBLIC IMPROVEMENTS. MAINTENANCE BONDS SHALL BE IN AN AMOUNT EQUAL TO 25 PERCENT OF THE CONSTRUCTION COSTS OF THE IMPROVEMENTS WITHIN PUBLIC RIGHT-OF-WAY OR EASEMENTS. THIS INCLUDES EXCAVATION/FILL FOR PUBLIC STREETS.
14. THE CITY OF GRAPEVINE'S CODE OF ORDINANCES SHALL BE ADHERED TO. SPECIAL ATTENTION SHOULD BE GIVEN TO APPENDIX F, EROSION AND SEDIMENTATION CONTROL. SECTION F OF THIS ORDINANCE ALLOWS THE DIRECTOR OF PUBLIC WORKS TO ISSUE A "STOP-WORK ORDER" FOR ANY DEVELOPMENT, IMPROVEMENT, OR CONSTRUCTION WHICH IS IN VIOLATION OF THIS ORDINANCE.
15. ALL UTILITY RELOCATIONS WILL BE DONE AT THE DEVELOPER'S EXPENSE.
16. ALL WATER USED IN CONSTRUCTION SHALL BE POTABLE WATER; UNLESS OTHERWISE APPROVED BY PUBLIC WORKS INSPECTOR AND CITY ENGINEER.
17. ALL WATER LINES SHALL BE DR18 CLASS 150 C-900 PVC UNDER 16" AND DR18 CLASS 235 C-905 FOR 16" AND ABOVE. UNLESS SPECIFIED OTHERWISE.
18. SANITARY SEWER PIPES SHALL BE A MINIMUM OF SDR 35 PVC AND MEET ALL TCEQ AND NTCOG SEPARATION REQUIREMENTS.



PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

200 S Main Street
Grapevine, TX 76051
Director: Bryan Beck, PE
Tel: (817) 410-3134



SHEET INDEX

1	C-1 COVER
2	C-2 OVERALL SITE PLAN
3	C-3 SITE & DIMENSION PLAN
4	L-1 LANDSCAPE PLAN
5	A5.01a BUILDING ELEVATIONS
6	A5.01b BUILDING ELEVATIONS
7	A5.01c BUILDING ELEVATIONS
8	A1.01 FLOOR PLAN
9	SP1.01 SITE PHOTOMETRIC PLAN

DEVELOPED BY:



5550 N Riverside Drive
Fort Worth, TX, 76137
Tel: (817) 846-9005



JUNE 2025



3801 William D. Tate Ave, Ste 500 Grapevine, TX 76051
mail@bhinc.com • 817.251.8550 • bhinc.com
TBPE Firm #44, #10011300, #10011302, #10194146

6/25/2025 1:43PM E:\2025\711.000 - Grapevine Station North Pad Site Concept Planning - Grapevine\01 Design & Drafting\02 Civil\711OverallSitePlan.dwg OVERALL SITE PLAN

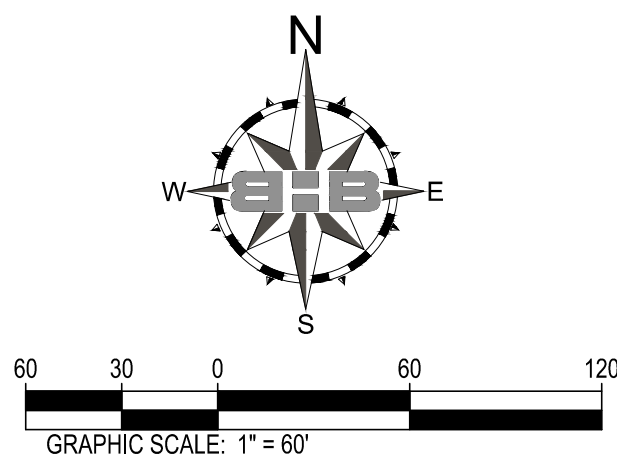
Project Control:

Elevations hereon are referenced to the Texas cooperative RTK Network (NAVD 88).

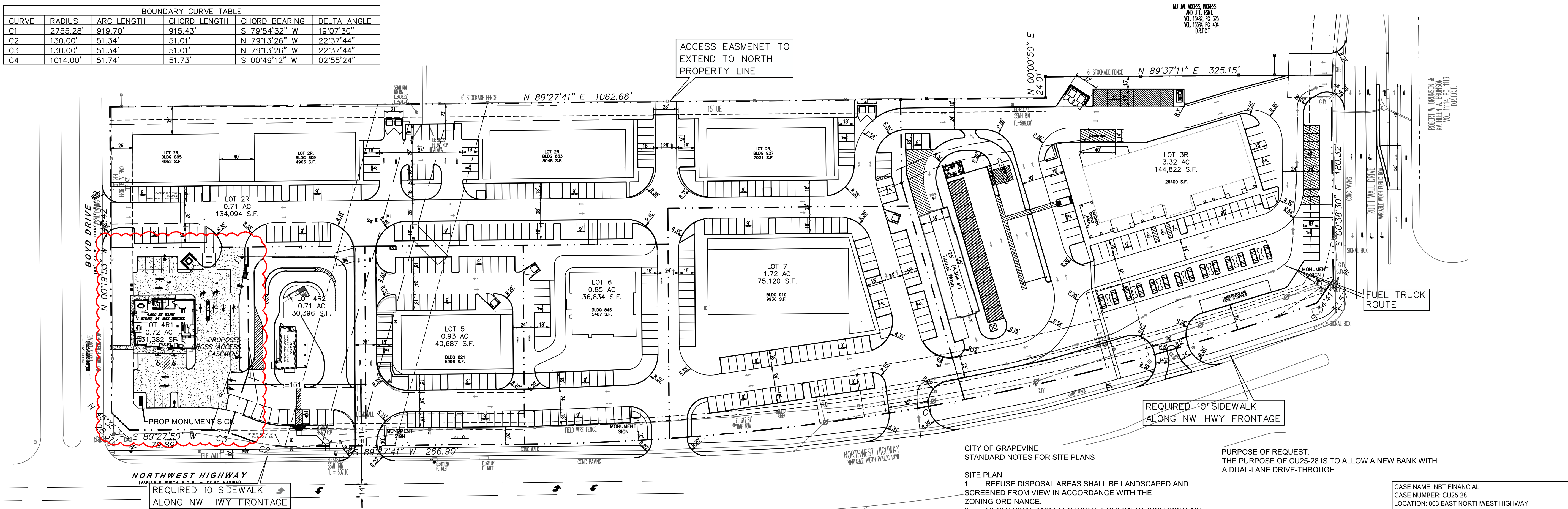
TBM #1 - Boxed X-Cut in top of northwest corner of transformer pad as shown, ± 210' northeast from center of sanitary sewer manhole point number #425, ±40' southeast from center of sanitary sewer manhole point number #484, N: 7028566.24 E: 2407512.84 ELEV: 612.76'

TBM #2 - X-Cut in top of concrete curb on east side of Boyd Drive as shown, ±25' southeast from center of sanitary sewer manhole point #425 as shown, ±25' northwest from center of sanitary sewer manhole point number #358 as shown, N: 7028345.29 E: 2407317.15 ELEV: 619.57'

GRAPEVINE STATION NORTH = 11.4 ACRE TRACT					PROJECT DATA TABLE						
LOT NUMBER	HEIGHT IN STORIES	HEIGHT (FT-IN)	TOTAL BLDG. AREA (SF)	TOTAL LOT AREA (SF)	FLOOR AREA RATIO	TOTAL IMPERVIOUS AREA (SF)	TOTAL OPEN SPACE (SF)	PERCENTAGE OF OPEN SPACE	TOTAL PARKING REQUIRED	TOTAL PARKING PROVIDED	BUILDING USE
2R, BLDG. 1	1	27'-6"	4,952	33,524	15%	15,854	7,968	24%	39	39	MEDICAL*
2R, BLDG. 2	1	20'-0"	4,966	33,524	15%	15,899	7,991	24%	39	39	MEDICAL*
2R, BLDG. 3	1	24'-11"	8,048	33,524	25%	27,117	13,629	41%	32	34	OFFICE
2R, BLDG. 4	1	24'-11"	7,021	33,524	22%	23,771	11,947	37%	29	30	OFFICE
3R	1	44'-9"	26,400	144,822	18.2%	94,395	28,391	20%	88	88	RETAIL
4R1	1	28'-0"	4,000	31,382	12.75%	20,510	10,870	35%	14	22	FINANCIAL OFFICE
4R2	1	24'-0"	950	30,906	3.1%	23,100	7,806	25%	10	10	RESTAURANT
5	1	27'-3"	5,996	40,687	15%	25,756	8,935	22%	45	50	MEDICAL
6	1	26'-6"	5,467	36,834	15%	29,924	8,830	24%	39	38	RETAIL, RESTAURANT, MEDICAL
7	1	26'-6"	9,936	75,120	13%	55,350	19,770	26%	69	87	RETAIL, RESTAURANT, MEDICAL
TOTAL S.F. LOTS			77,736	493,847		329,780	134,113	26%	404	436	



BOUNDARY CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2755.28'	919.70'	915.43'	S 79°54'32" W	19°07'30"
C2	130.00'	51.34'	51.01'	N 79°13'26" W	22°37'44"
C3	130.00'	51.34'	51.01'	N 79°13'26" W	22°37'44"
C4	1014.00'	51.74'	51.73'	S 00°49'12" W	02°55'24"



CITY OF GRAPEVINE
STANDARD NOTES FOR SITE PLANS

- SITE PLAN
1. REFUSE DISPOSAL AREAS SHALL BE LANDSCAPED AND SCREENED FROM VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
 2. 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.
 3. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 4. THE MASONRY REQUIREMENTS OF SECTION 54 OF THE ZONING ORDINANCE SHALL BE MET.
 5. ILLUMINATED SIGNAGE WAS INCLUDED IN THE DETERMINATION OF THE SITE ILLUMINATION LEVELS.
 6. OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 55 OF THE ZONING ORDINANCE UNLESS SPECIFICALLY EXCEPTED.
 7. 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.
 8. ALL ONSITE ELECTRICAL CONDUCTORS ASSOCIATED WITH NEW CONSTRUCTION SHALL BE LOCATED UNDERGROUND.
 9. 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.
 10. ALL REQUIREMENTS OF THE CITY OF GRAPEVINE SOIL EROSION CONTROL ORDINANCE SHALL BE MET DURING THE PERIOD OF CONSTRUCTION.

PURPOSE OF REQUEST:
THE PURPOSE OF CU25-28 IS TO ALLOW A NEW BANK WITH A DUAL-LANE DRIVE-THROUGH.

NBT FINANCIAL BANK
5550 N RIVERSIDE DRIVE
FORT WORTH, TX 76137
PHONE: 817-846-9005

PROPERTY OWNER
WESTWOOD GROUP DEVELOPMENT NO II LP
1000 TEXAN TR. STE 200
GRAPEVINE, TX 76051

ENGINEER
BAIRD HAMPTON & BROWN
3801 WILLIAM D. TATE AVE.
GRAPEVINE, TX 76051
PHONE: 682-348-3267
CONTACT: SKYLAR LYLE, P.E.

CASE NAME: NBT FINANCIAL
CASE NUMBER: CU25-28
LOCATION: 803 EAST NORTHWEST HIGHWAY

MAYOR SECRETARY

DATE:

PLANNING AND ZONING COMMISSION

CHAIRMAN

DATE:

SHEET: 2 OF 9

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

PLANNING SERVICES DEPARTMENT

SITE PLAN

GRAPEVINE STATION NORTH
LOT 4R1, BLOCK 1
OPRYLAND SECOND ADDITION
CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS
31,380 S.F. / 0.72 ACRES
ZONE: "CC" COMMUNITY COMMERCIAL DISTRICT
DATE OF PREPARATION: June 25, 2025

B-B
BAIRD, HAMPTON & BROWN
engineering and surveying

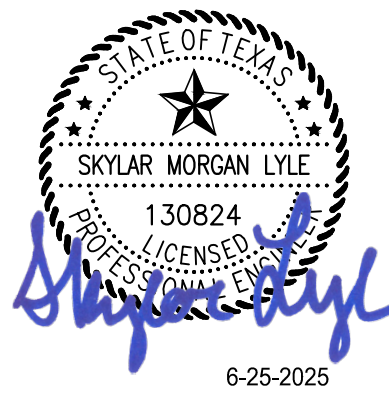
3801 William D. Tate Ave. Ste 500 Grapevine, TX 76051
mail@bbinc.com • 817.251.6550 • bbinc.com
TBPELS Firm #44, #10011300, #10011302, #10194146



THE NATIONAL BANK OF TEXAS
GRAPEVINE STATION NORTH
LOT 4R1 BLOCK 1
803 E NORTHWEST HWY
GRAPEVINE, TEXAS 76051

OVERALL SITE PLAN

NO. DESCRIPTION DATE



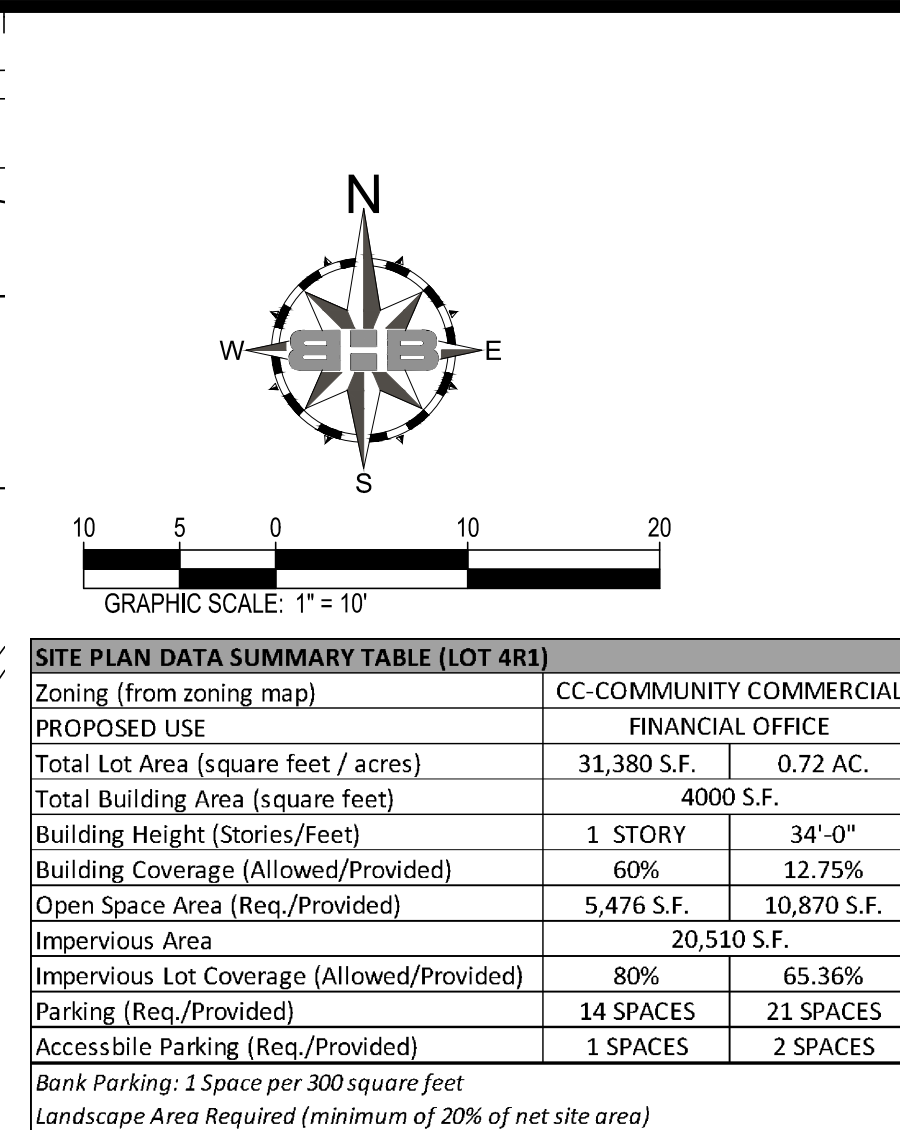
PROJECT NUMBER: 2025.711.000

DATE: 6/25/2025 DRAWN BY: DP

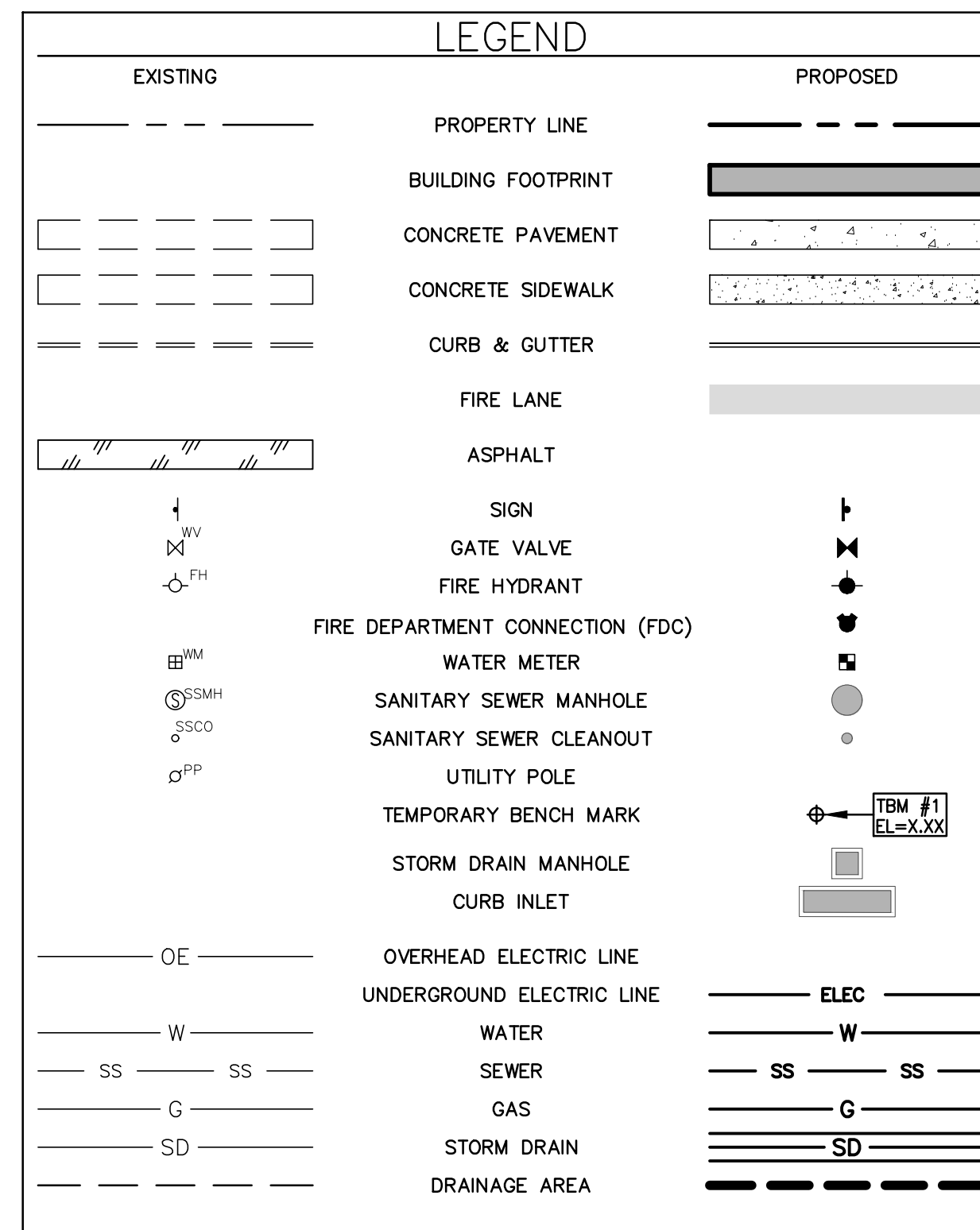
DESIGN BY: DP CHECKED BY: SL

SHEET

C-2



SITE PLAN DATA SUMMARY TABLE (LOT 4R1)		
Zoning (from zoning map)	CC-COMMUNITY COMMERCIAL	
PROPOSED USE	FINANCIAL OFFICE	
Total Lot Area (square feet / acres)	31,380 S.F.	0.72 AC.
Total Building Area (square feet)	4000 S.F.	
Building Height (Stories/feet)	1 STORY	34'-0"
Building Coverage (Allowed/Provided)	60%	12.75%
Open Space Area (Req./Provided)	5,476 S.F.	10,870 S.F.
Impervious Area	20,510 S.F.	
Impervious Lot Coverage (Allowed/Provided)	80%	65.36%
Parking (Req./Provided)	14 SPACES	21 SPACES
Accessible Parking (Req./Provided)	1 SPACES	2 SPACES
Bank Parking: 1 Space per 300 square feet		
Landscape Area Required (minimum of 20% of net site area)		

CITY OF GRAPEVINE
STANDARD NOTES FOR SITE PLANS

SITE PLAN

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ENGINEER
BAIRD HAMPTON & BROWN
3801 WILLIAM D. TATE AVE.
GRAPEVINE, TX 76051
PHONE: 682-348-3267
CONTACT: SKYLAR LYLE, P.E.

_____	_____
MAYOR	SECRETARY

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN

DATE: _____

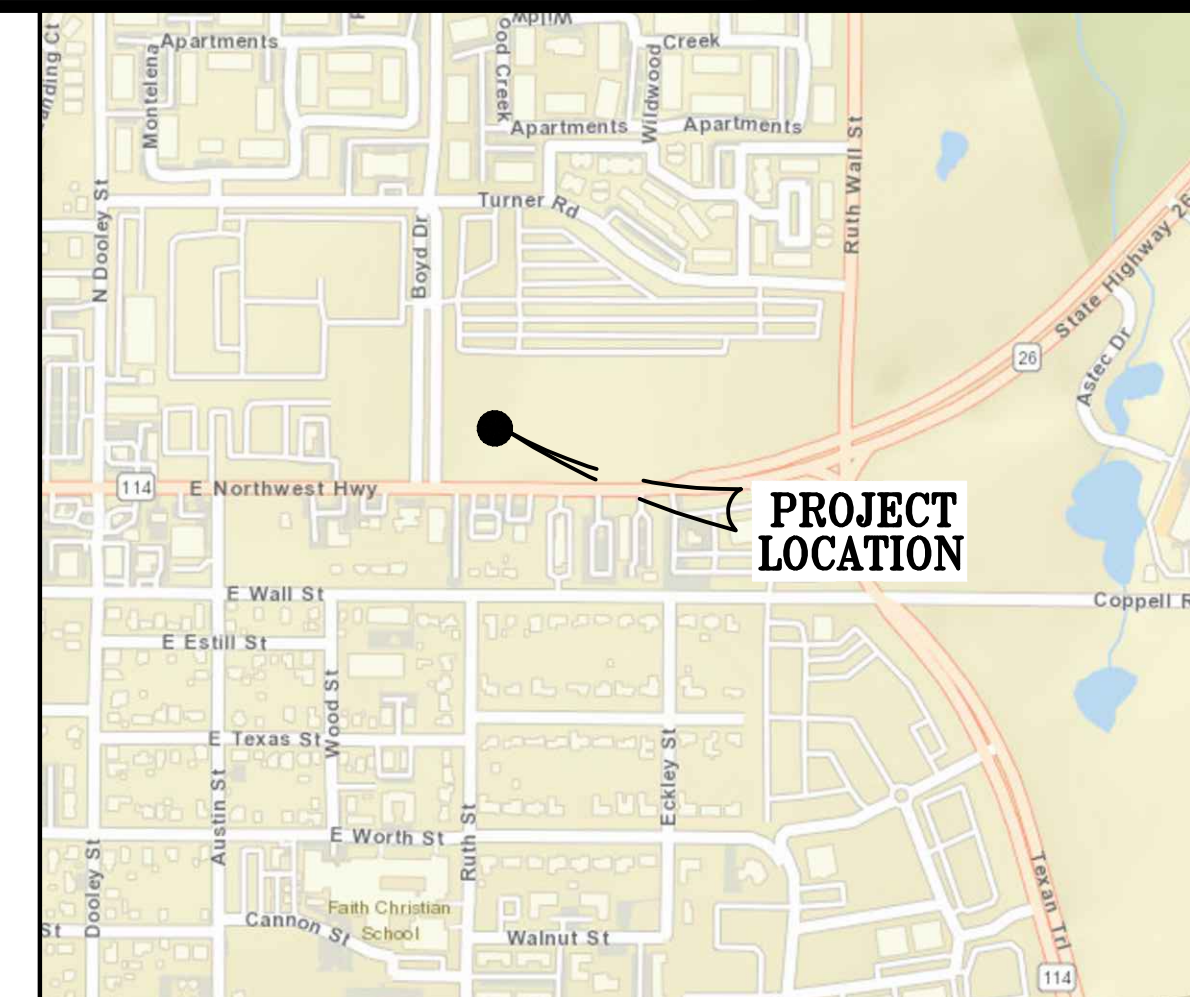
SHEET: 3 OF 9

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

PLANNING SERVICES DEPARTMENT

SITE PLAN

GRAPEVINE STATION NORTH
LOT 4R1, BLOCK 1
OPRYLAND SECOND ADDITION
CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS
31,380 S.F. / 0.72 ACRES
ZONE: "CC" COMMUNITY COMMERCIAL DISTRICT
DATE OF PREPARATION: June 25, 2025

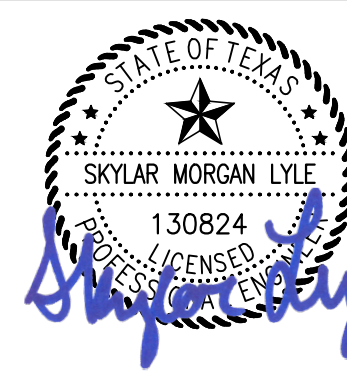


VICINITY MAP
NOT TO SCALE

THE NATIONAL BANK OF TEXAS
GRAPEVINE STATION NORTH
LOT 4R1 BLOCK 1
803 E NORTHWEST HWY
GRAPEVINE, TEXAS 76051

SITE & DIMENSION PLAN

NO.	DESCRIPTION	DATE



PROJECT NUMBER:		2025.711.000	
DATE:	6/20/2025	DRAWN BY:	DP
DESIGN BY:	DP	CHECKED BY:	SL

SHEET

C-3



THE NATIONAL BANK OF TEXAS
GRAPEVINE STATION NORTH
LOT 4R1 BLOCK 1
803 E NORTHWEST HWY
GRAPEVINE, TEXAS 76051



BAIRD, HAMFION & BROWN
engineering and surveying

3801 William D. Tate Ave, Ste 500 Grapevine, TX 76051
mail@bhbinc.com • 817.251.8550 • bhbinc.com
TBPELS Firm #44, #10011300, #10011302, #10194146



VICINITY MAP
NOT TO SCALE

LANDSCAPE REQUIREMENTS FOR NON-VEHICULAR OPEN SPACE

Total site area	31,380 SQ. FT.
Feature landscape area required (15% of the total site area)	4,707 SQ. FT.
Feature landscape area provided	9,473 SQ. FT.
Percentage of site in vehicular open space (9,082 divided by 31,380)	0.29%
Trees ratio per non-vehicular open space: 1 Tree/2,500 SQ. FT	
Non-vehicular open space provided	9,473 SQ. FT.
Non-vehicular open space trees required	4
Non-vehicular open space trees provided	4

PERIMETER LANDSCAPING

Total Perimeter Length	698.9 LF
Trees Required: one (1) tree for each fifty (50) linear feet	14
Trees Provided:	14

INTERIOR LANDSCAPING -- NORTH PARKING LOT

Gross parking area	3,110 SQ. FT.
Interior landscape area required (Minimum 10% of gross parking area)	311 SQ. FT.
Interior landscape area provided	331 SQ. FT.
Trees required (1 per 400 sq. ft. of required interior landscape area)	1
Trees Provided	1

INTERIOR LANDSCAPING -- SOUTH PARKING LOT

Gross parking area	5,972 SQ. FT.
Interior landscape area required (Minimum 10% of gross parking area)	597 SQ. FT.
Interior landscape area provided	885 SQ. FT.
Trees required (1 per 400 sq. ft. of interior landscape area required)	2
Trees Provided	2

MAINTENANCE: THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE: MOWING, EDGING, PRUNING, FERTILIZING, IRRIGATION SYSTEMS, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE. AUTOMATIC IN-GROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORY CAPABILITY SHALL BE PROVIDED FOR ALL REQUIRED LANDSCAPE.

IRRIGATION NOTE: ALL NEW LANDSCAPED AREAS SHALL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM EQUIPPED WITH RAIN AND FREEZE SENSORS. SYSTEM SHALL BE DESIGNED BY A TEXAS LICENSED IRRIGATOR, AND INSTALLED BY A TEXAS LICENSED IRRIGATION INSTALLER. DESIGN AND INSTALLATION SHALL CONFORM TO ALL CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY REQUIREMENTS, AND OTHER APPLICABLE CODES. LICENSED IRRIGATION CONTRACTOR SHALL PREPARE PLANS SHOWING ALL ASPECTS OF THE IRRIGATION SYSTEM, INCLUDING PLACEMENT OF WATER SOURCE.

Project Control:

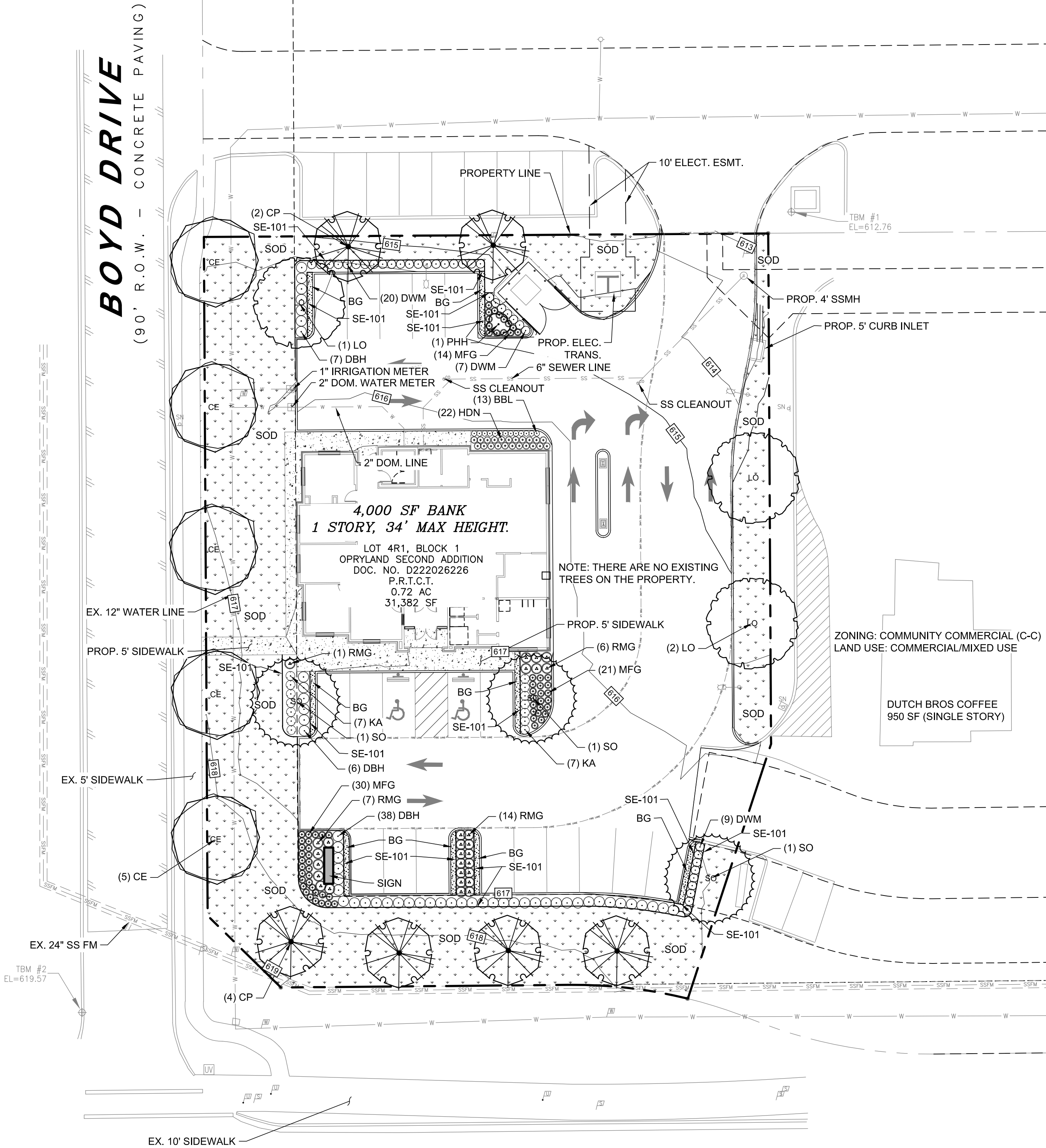
Elevations hereon are referenced to the Texas cooperative RTK Network (NAVD 88).

TBM #1 - Boxed X-Cut in top of northwest corner of transformer pad as shown, ± 210' northeast from center of sanitary sewer manhole point number #425, ± 40' southeast from center of sanitary sewer manhole point number #484, N: 7028566.24 E: 2407512.84 ELEV: 612.76'

TBM #2 - X-Cut in top of concrete curb on east side of Boyd Drive as shown, ± 25' southeast from center of sanitary sewer manhole point #425 as shown, ± 25' northwest from center of sanitary sewer manhole point number #358 as shown, N: 7028345.29 E: 2407317.15 ELEV: 619.57'

LANDSCAPE PLAN DATA SUMMARY TABLE (LOT 4R1)		
Item	Required	Proposed
Landscape Area		
Landscape Perimeter Area (square feet)		9,617 S.F.
Interior Landscape Area-Parking Lot Landscaping (square feet)	908 S.F.	1,253 S.F.
Additional Interior Landscape Area		N/A
Total Landscape Area		10,870 S.F.
Impervious Area		
Building Footprint Area (square feet)		4,000 S.F.
Impervious Area		20,690 S.F.
Other Impervious Area		N/A
Impervious Lot Coverage (Allowed/Provided)		80.00% / 65.93%
Total Open Space (square feet and percentage)		10,690 S.F. / 34.07%
Total Impervious Area (square feet and percentage)		20,690 S.F. / 65.93%

ZONING: COMMUNITY COMMERCIAL (C-C)
LAND USE: COMMERCIAL/MIXED USE





NORTH ELEVATION
SCALE: 1 : 50

North Elevation
Masonry/Stone: 584 SF = 32%
Glass: 83 SF = 5%
Metal: 1,163 SF = 63%
Total: 1,830 sf= 100%

PURPOSE STATEMENT
THE PURPOSE OF CU25-28 IS TO
ALLOW A NEW BANK WITH A
DUAL-LANE DRIVE-THROUGH



SOUTH ELEVATION
SCALE: 1 : 50

South Elevation
Masonry/Stone: 946 SF = 50%
Glass: 225 SF = 10%
Metal: 787 SF = 40%
Total: 1,958 sf= 100%

NBT FINANCIAL BANK
5550 N. RIVERSIDE DRIVE
FORT WORTH, TX 76137
PHONE: 817-846-9005

PROPERTY OWNER
WESTWOOD GROUP
DEVELOPMENT NO II LP
1000 TEXAN TR. STE 200
GRAPEVINE, TX 76051

ARCHITECT
AG DESIGN GROUP
PO BOX 383023
DUNCANVILLE, TX 75138
PHONE: 214-766.5905
CONTACT: ARMANDO GARCIA

CASE NAME: NBT FINANCIAL
CASE NUMBER: CU25-28
LOCATION: 803 EAST NORTHWEST HWY.

MAYOR	SECRETARY
DATE:	
PLANNING AND ZONING COMMISSION	
CHAIRMAN	
DATE:	
SHEET: 5 OF 9	
APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.	
PLANNING SERVICES DEPARTMENT	

Building Elevations
for
Grapevine Station North
Lot 4R1, Block 1, Cypressland Second Addition
City of Grapevine, Tarrant County, Texas
0.72 acres or 31,380 sq. ft.
Zone: "CC" Community Commercial
Date of Preparation: May 28, 2025

DATE: 05.09.2025
JOB NO: 25020
DRAWN: STAFF
CHECKED: CM

AG

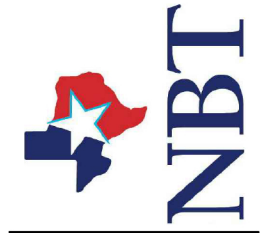
214.766.5905
PO BOX 383023
DUNCANVILLE, TX 75138

CM
CORTLAND
MORGAN
ARCHITECT

711 N. FIELDER RD.
ARLINGTON, TX 76012
PH: (817) 635-5696
FAX: (817) 635-5699



DR.
NBT FINANCIAL BANK
NORTHWEST HWY. & BOYD
GRAPEVINE, TX 76051



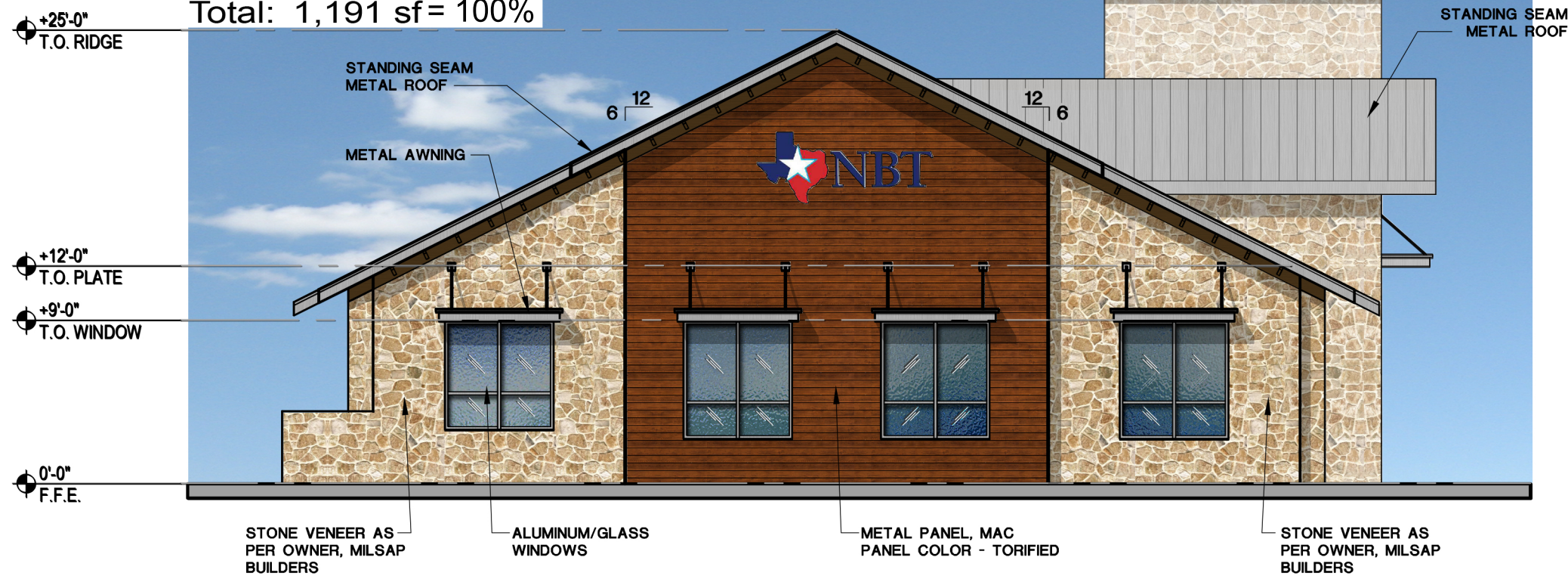
REVISIONS

ELEVATIONS

SHEET NUMBER

A5.01a

West Elevation
Masonry/Stone: 826 SF = 70%
Glass: 153 SF = 12%
Metal: 212 SF = 18%
Total: 1,191 sf = 100%



WEST ELEVATION

SCALE: 1 : 50



EAST ELEVATION

SCALE: 1 : 50

East Elevation
Masonry/Stone: 861 SF = 65%
Glass: 108 SF = 8%
Metal: 361 SF = 27%
Total: 1,330 sf = 100%

PURPOSE STATEMENT

THE PURPOSE OF CU25-28 IS TO
ALLOW A NEW BANK WITH A
DUAL-LANE DRIVE-THROUGH

DATE: 05.09.2025

JOB NO: 25020

DRAWN: STAFF

CHECKED: CM



214.766.5905
PO BOX 383023
DUNCANVILLE, TX 75138



711 N. FIELDER RD.
ARLINGTON, TX 76012
PH: (817) 635-5696
FAX: (817) 635-5699



NBT FINANCIAL BANK
5550 N. RIVERSIDE DRIVE
FORT WORTH, TX 76137
PHONE: 817-846-9005

PROPERTY OWNER
WESTWOOD GROUP
DEVELOPMENT NO II LP
1000 TEXAN TR. STE 200
GRAPEVINE, TX 76051

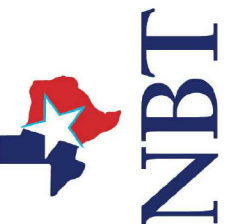
ARCHITECT
AG DESIGN GROUP
PO BOX 383023
DUNCANVILLE, TX 75138
PHONE: 214.766.5905
CONTACT: ARMANDO GARCIA

CASE NAME: NBT FINANCIAL
CASE NUMBER: CU25-28
LOCATION: 803 EAST NORTHWEST HWY.

MAYOR	SECRETARY
DATE: _____	
PLANNING AND ZONING COMMISSION	
CHAIRMAN	
DATE: _____	
SHEET: 6 OF 9	
APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.	
PLANNING SERVICES DEPARTMENT	

Building Elevations
for
Grapevine Station North
Lot 4R1, Block 1, Opryland Second Addition
City of Grapevine, Tarrant County, Texas
0.72 acres or 31,380 sq. ft.
Zone: "CC" Community Commercial
Date of Preparation: May 28, 2025

DR.
NBT FINANCIAL BANK
NORTHWEST HWY. & BOYD
GRAPEVINE, TX 76051

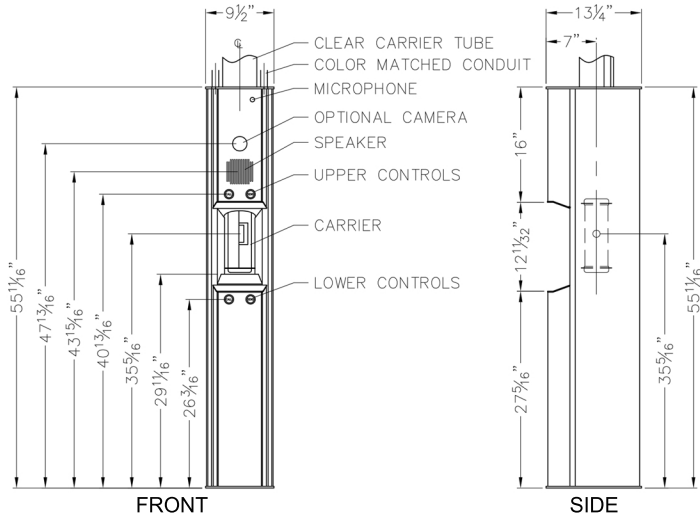
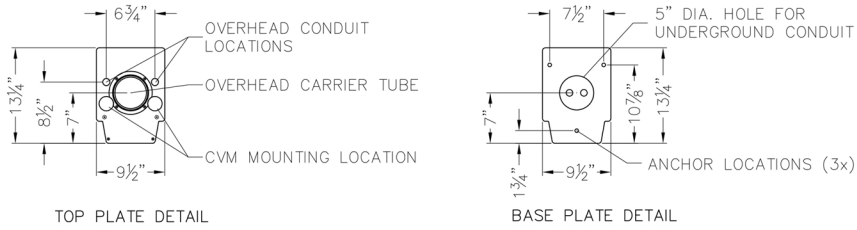


REVISIONS

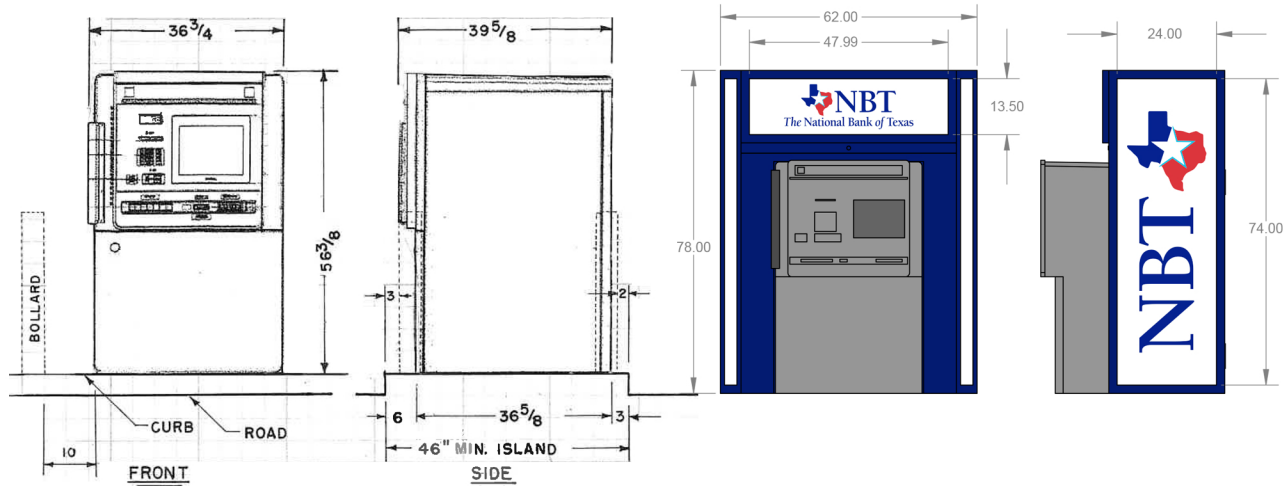
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SHEET NUMBER

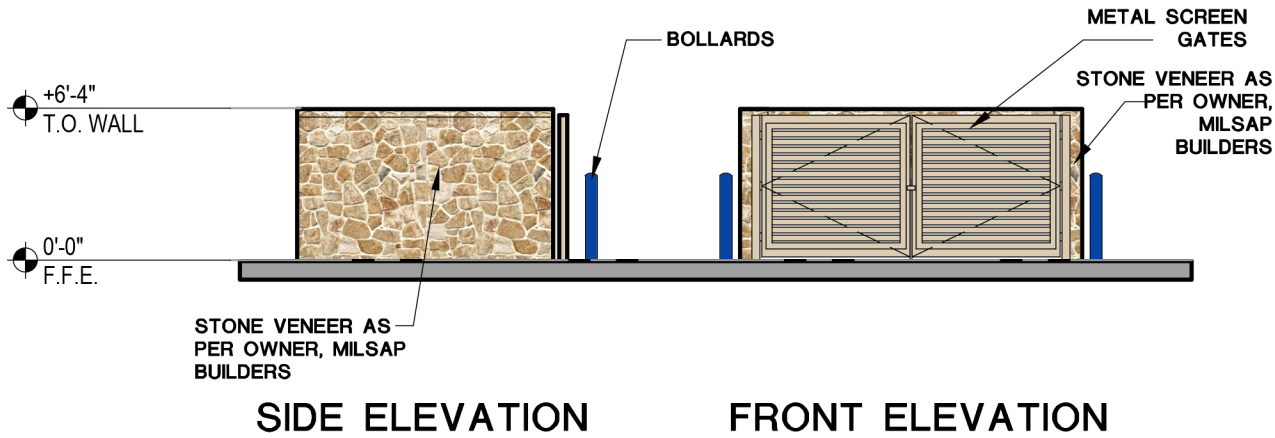
A5.01b



VACUUM TUBE ELEVATIONS
NTS



ATM ELEVATIONS
NTS



DUMPSTER ELEVATIONS
SCALE: 1 = 50



PURPOSE STATEMENT
THE PURPOSE OF CU25-28 IS TO
ALLOW A NEW BANK WITH A
DUAL-LANE DRIVE-THROUGH

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5550 N. RIVERSIDE DRIVE
FORT WORTH, TX 76137
PHONE: 817-846-9005

PROPERTY OWNER
WESTWOOD GROUP
DEVELOPMENT NO II LP
1000 TEXAN TR. STE 200
GRAPEVINE, TX 76051

ARCHITECT
AG DESIGN GROUP
PO BOX 383023
DUNCANVILLE, TX 75138
PHONE: 214.766.5905
CONTACT: ARMANDO GARCIA

CASE NAME: NBT FINANCIAL
CASE NUMBER: CU25-28
LOCATION: 803 EAST NORTHWEST HWY.

MAYOR	SECRETARY
DATE: _____	
PLANNING AND ZONING COMMISSION	
CHAIRMAN	
DATE: _____	
SHEET: 7 OF 9	
APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.	
PLANNING SERVICES DEPARTMENT	

Building Elevations
for
Grapevine Station North
Lot 4R1, Block 1, Opryland Second Addition
City of Grapevine, Tarrant County, Texas
0.72 acres or 31,380 sq. ft.
Zone: "CC" Community Commercial
Date of Preparation: May 28, 2025

DATE: 05.09.2025
JOB NO: 25020
DRAWN: STAFF
CHECKED: CM



NBT FINANCIAL BANK
NORTHWEST HWY. & BOYD DR.
GRAPEVINE, TX 76051



ELEVATIONS

SHEET NUMBER

A5.01c

PURPOSE STATEMENT

THE PURPOSE OF CU25-28 IS TO
ALLOW A NEW BANK WITH A
DUAL-LANE DRIVE-THROUGH

DATE: 05.09.2025

JOB NO: 25020

DRAWN: STAFF

CHECKED: CM



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WESTWOOD GROUP
DEVELOPMENT NO II LP
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GRAPEVINE, TX 76051

ARCHITECT
AG DESIGN GROUP
PO BOX 383023
DUNCANVILLE, TX 75138
PHONE: 214.766.5905
CONTACT: ARMANDO GARCIA

CASE NAME: NBT FINANCIAL
CASE NUMBER: CU25-28
LOCATION: 803 EAST NORTHWEST HWY.

MAYOR

SECRETARY

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN

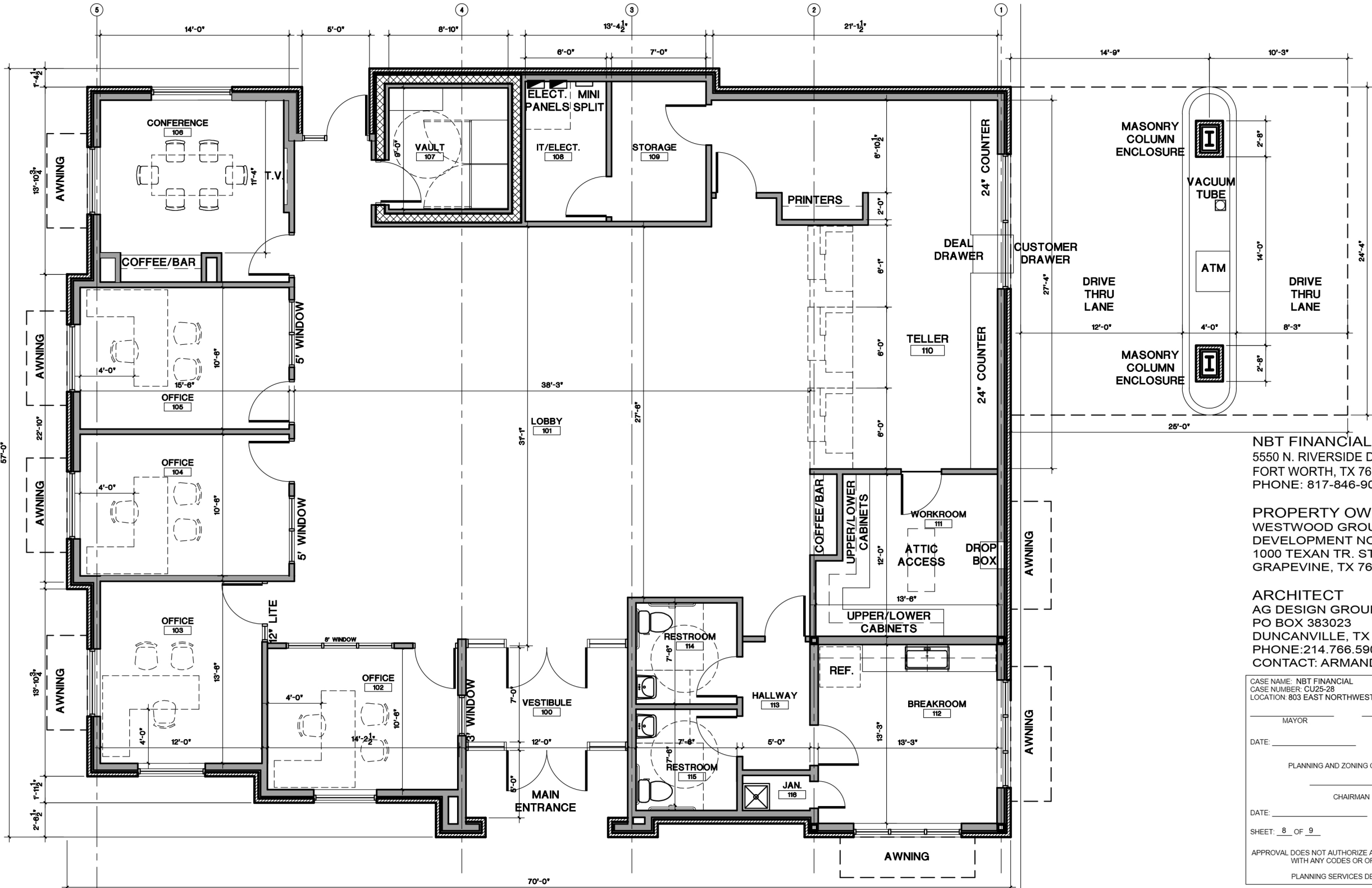
DATE: _____

SHEET: 8 OF 9

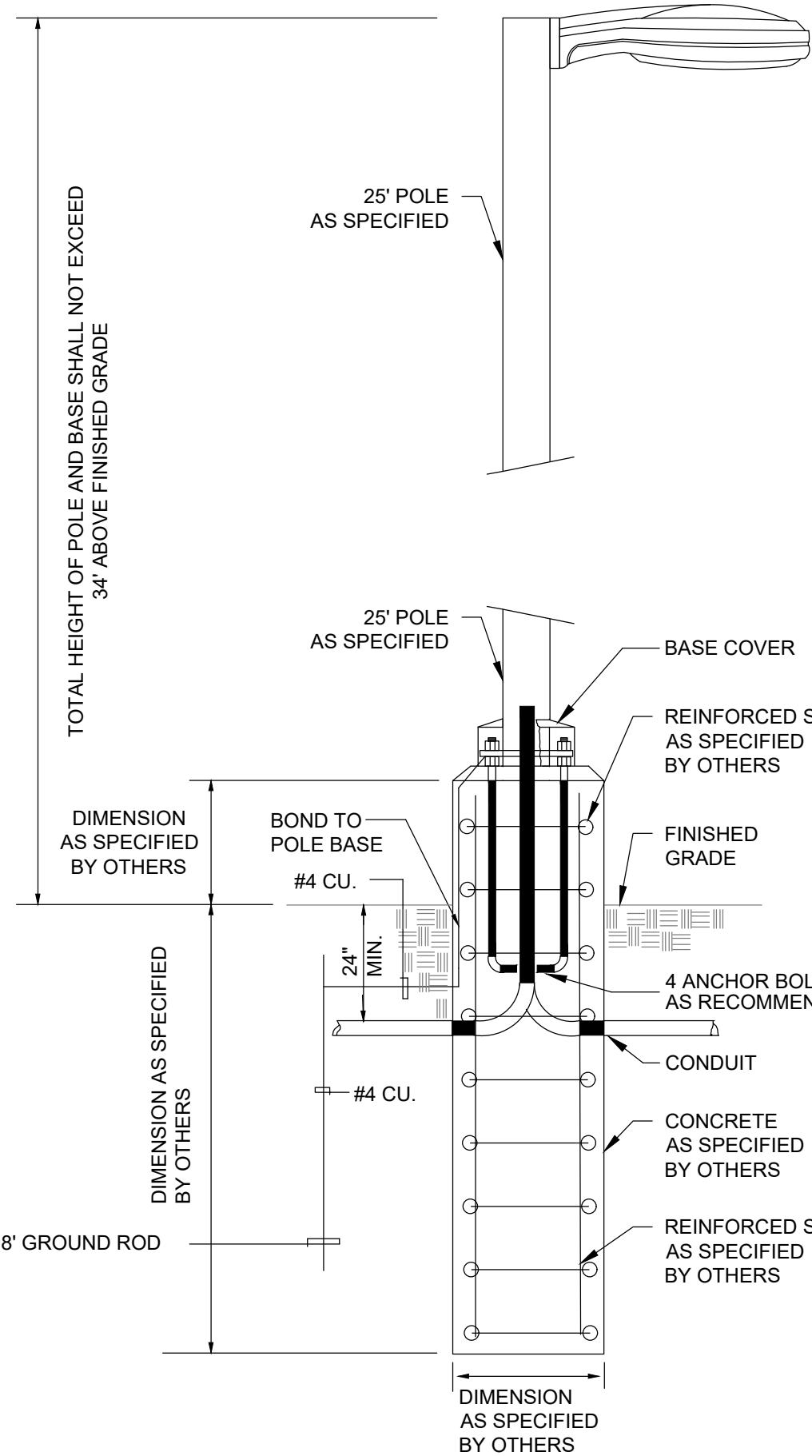
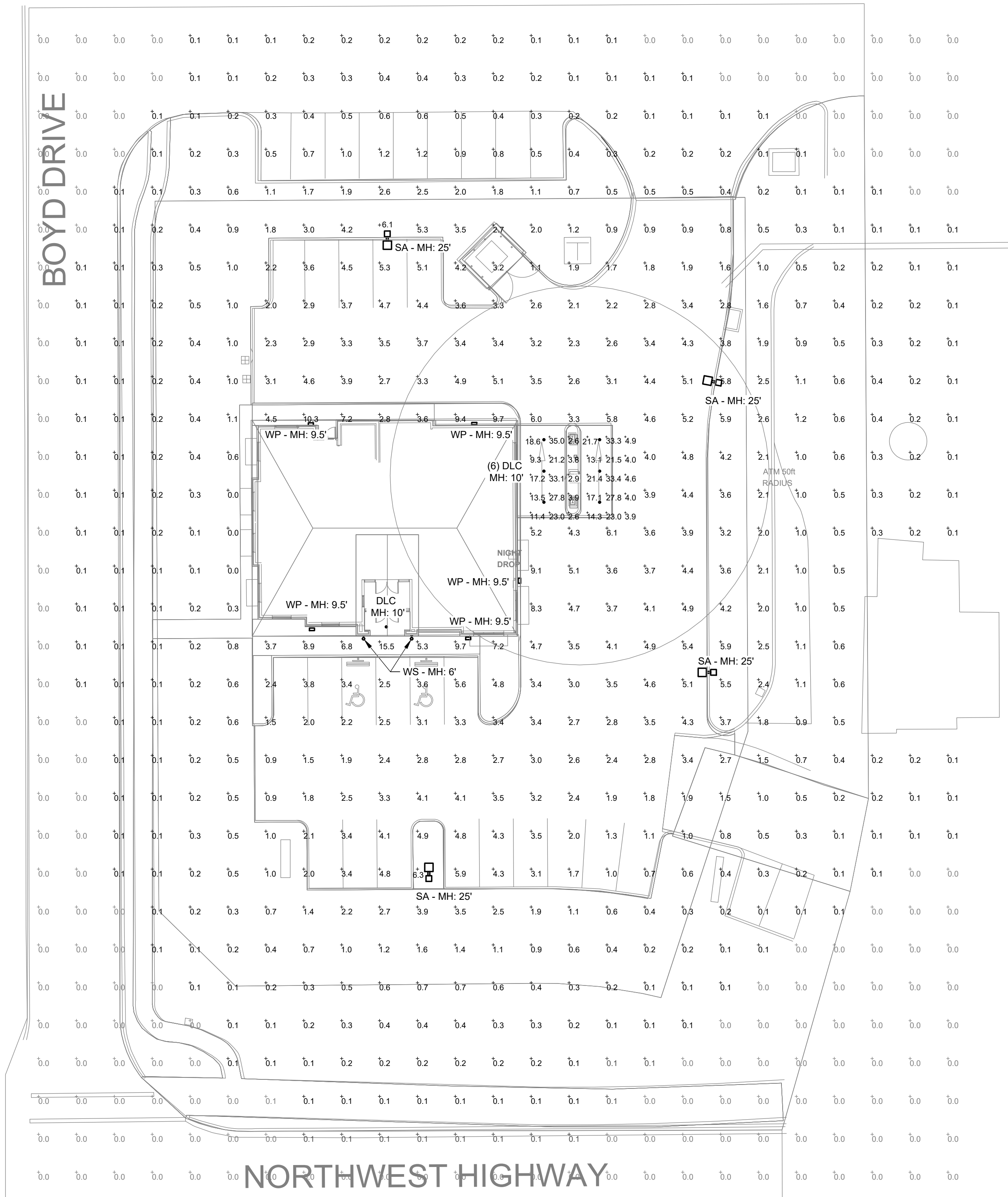
APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT
WITH ANY CODES OR ORDINANCES.

PLANNING SERVICES DEPARTMENT

FLOOR PLAN
for
Grapevine Station North
Lot 4R1, Block 1, Opryland Second Addition
City of Grapevine, Tarrant County, Texas
0.72 acres or 31,380 sq. ft.
Zone: "CC" Community Commercial
Date of Preparation: May 28, 2025



01 FLOOR PLAN
SCALE: 1/8" = 1'-0"

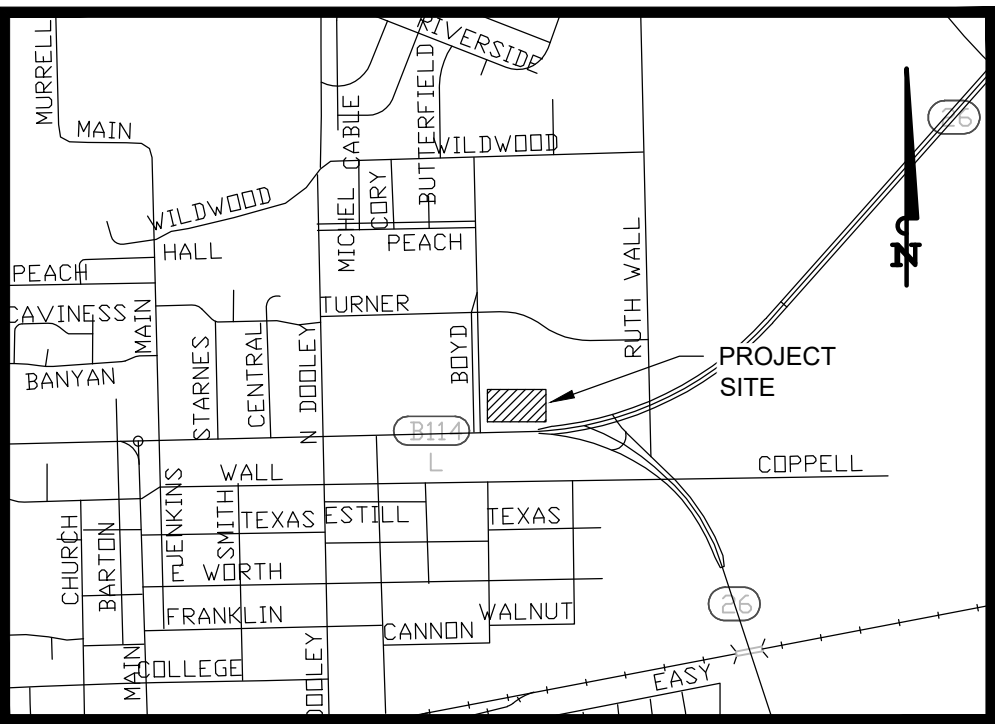


2 LIGHT POLE DETAIL
SCALE: NTS

NOTE:
LIGHTING REQUIREMENTS SUBJECT TO SECTION 55. PERFORMANCE STANDARDS AND THE TEXAS FINANCE CODE SECTION 59.301 (3) REQUIREMENT OF 2 FOOTCANDLES 50' AWAY FROM THE FACE OF THE ATM

Luminaire Schedule									
Symbol	Qty	Label	[MANUFAC]	Description	Arrangement	LLF	Lumens	Watts	Total Watts
⊙	2	WS	AFX	BMW5212800L30MV6Z	Single	0.900	1127	19	38
•	7	DLC	Vantage Lighting	V60FCRU-2035K	Single	0.900	1921	25.8	180.6
⊞	4	SA	Cree Lighting	OSQL-C-22L-40K7-4M-U	Single	0.900	20900	131	524
⊞	5	WP	Cree Lighting	OSQW-C-4L-40K7-4M-UL	Single	0.900	4020	30	150

Calculation Summary							
Label	Avg	Max	Min	Avg/Min	Max/Min	PtSp/Lr	PtSp/Tb
AREA	1.2	15.5	0.0	N.A.	N.A.	10	10
ATM 50ft	5.6	24.4	2.1	2.7	11.6	5	5
Drive Thru	15.8	35.0	2.6	6.1	13.5	5	5
PARKING	3.5	8.5	0.7	4.9	12.1	10	10



VICINITY MAP
NOT TO SCALE
GRAPEVINE, TEXAS

CASE NAME: NBT FINANCIAL
CASE NUMBER: CU25-28
LOCATION: 803 EAST NORTHWEST HIGHWAY

MAYOR SECRETARY

DATE:

PLANNING AND ZONING COMMISSION

CHAIRMAN

DATE:

SHEET: 9 OF 9

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

PLANNING SERVICES DEPARTMENT

NBT FINANCIAL BANK
5550 N. RIVERSIDE DRIVE
FORT WORTH, TX 76137
PHONE: 817-846-9005

PROPERTY OWNER
WESTWOOD GROUP DEVELOPMENT NO II LP
1000 TEXAN TR. STE 200
GRAPEVINE, TX 76051

ENGINEER
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL RD.
MANSFIELD, TX 76063
PHONE: 817-842-2094
CONTACT: JOE BANNISTER PROJECT MANAGER

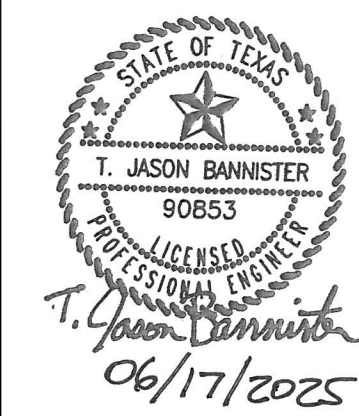
INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

Photometrics Plan
for
Grapevine Station North
Lot 4R1, Block 1, Opryland Second Addition
City of Grapevine, Tarrant County, Texas
0.72 acres or 31,380 sq. ft.
Zone: "CC" Community Commercial
Date of Preparation: May 28, 2025

NBT FINANCIAL BANK
803 E. NORTHWEST HWY
GRAPEVINE, TEXAS 76051

SITE PHOTOMETRIC PLAN

No.	Date	Revision Description



SHEET NO.
SP1.01

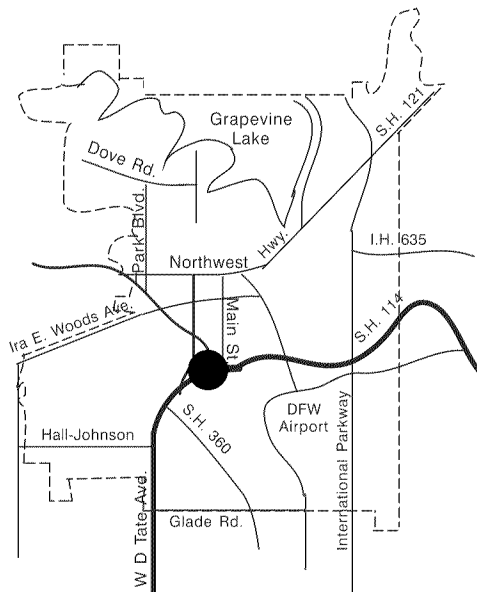
BANNISTER
ENGINEERING
240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

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

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

MEETING DATE: JULY 15, 2025

SUBJECT: PLANNING SERVICES TECHNICAL REPORT OF
CONDITIONAL USE APPLICATION CU25-30; ICON
AUTOMOTIVE



APPLICANT: Kody Keuter, Icon Automotive

PROPERTY LOCATION AND SIZE:

The subject property is located at 721 West State Highway 114 and is platted as Block 1, Lot 2, Cinemark Addition. The property contains 1.353 acres (58,965 sq.ft.) and has approximately 200 feet of frontage along West State Highway 114.

REQUESTED CONDITIONAL USE AND COMMENTS:

The site was previously approved for a conditional use permit to allow for a motorcycle dealership with sales and service of new and used motorcycles, ATV, watercraft and associated equipment and to allow for a 40-foot pole sign. This request is specifically to allow for the application and installation of paint protection film and window film (window tinting) in conjunction with a proposed business.

The applicant intends to use an existing 12,988 sq.ft. building for window tinting and paint protection film installation. All installation will take place indoors and all vehicles will be in working condition. The existing 40-foot pole sign will be refaced with Icon Automotive signage.

Total required parking is 30 spaces. Thirty-four (34) spaces are provided.

PRESENT ZONING AND USE:

The property is zoned “CC”, Community Commercial District and is developed as a stand-alone office/ showroom building.

HISTORY OF TRACT AND SURROUNDING AREA:

The subject property was rezoned in the 1984 City-wide Rezoning from “I-1”, Light Industrial District to “PID”, Planned Industrial District.

- On April 20, 1993, City Council approved Z93-04 (Ord. 1993-19) to rezone 70.5 acres from “PID”, Planned Industrial Development to “CC”, Community Commercial District for a proposed mixed-use development with restaurants, retail, office, hotel, and warehouse uses.
- On March 23, 2004, City Council approved CU04-06 (Ord. 2004-021) to establish a motorcycle dealership with new and used sales and service of motorcycles and associated equipment.
- On April 17, 2012, City Council approved CU12-05 (Ord. 2012-015) to allow for a 40-foot pole sign.
- On November 4, 2015, the Site Plan Review Committee (SPRC) approved CU15-43 for the addition of shade structures on six parking spaces.

SURROUNDING ZONING AND EXISTING LAND USE:

NORTH: West State Highway 114

SOUTH: “CC”, Community Commercial District – Cinemark Tinsletown

EAST: “CC”, Community Commercial District – Freeman Buick GMC Grapevine

WEST: DFW Airport Property – Undeveloped

AIRPORT IMPACT:

The subject site 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:

The Master Plan designates the subject property as 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 West State Highway 114.

//f

CC ITEM #5, 22
PCZ ITEM #10, 16

STATE HWY 114

3R
1.6069 @

2R
1.7906 @

1
1.3939 @

CROSSROADS DR
CROSSROADS
OF DFW
8898

2R4
1.504 @

2
2R3
1.971 @

2R2B
1.865 @

CC

SUBJECT PROPERTY

STATE HWY 121

2A
1.3529 AC

CINEMARK
7337H
1

1A
16.3885 AC

12
9.8221 @

TR 8F
2.31 AC

TR 8
132.11 AC

10R
1.677 @

10R1
1.677 @

BP

CINEMARK
7337H
1

1A
16.3885 AC

METROPLAC
2ND

0 125 250 375 500 Feet



CU25-30; Icon Automotive
721 West State Highway 114

Date Prepared: 6/30/2025

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)

ONE MARK ADDITION BLOCK 1 LOT 2A

Street frontage & distance to nearest cross street

E. DALLAS RD / S. MAIN ST. 600 FEET

Proposed Zoning

CUP

Gross area of parcel (to nearest tenth of
acre)

1.3529 ACRES

Describe the Proposed Use

EXTERIOR VEHICLE COATING

Existing Zoning

CC

Future Land Use Designation

CO-COMMERCIAL

Subject Property Address

721 W STATE Hwy 114

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 SHAWN BEARD Owner Phone Number 432-461-2916

Company MPSZI PROPERTIES

Address 911 S. WHITE Chapel Blvd

City SOUTH LAKE State TX Zip Code 76092

Email [REDACTED]

5207 20 NOV
CMA25-30

CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS

Project Representation (check one):

- ☐ I will represent the application myself; OR
- ☒ I hereby designate Kody Keuter (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 05/30/2025

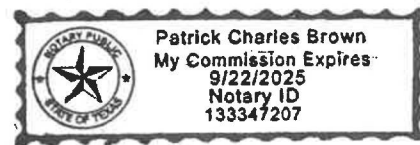
STATE OF: TEXAS
COUNTY OF: COLLIN

BEFORE ME, a Notary Public, on this day personally appeared SHAWN BEARD (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 30 day of MAY, 2025

[Signature]

NOTARY PUBLIC in and for the State of Texas



JUN 02 2025
CM 25-30

CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☒ Tenant ☐ Preparer ☐ Other (specify) _____

Name Kody Keuter Company ICON Automotive

Address 721 WEST STATE HIGHWAY 114

City GRAPEVINE State TX Zip Code 76051

Phone 319-521-8266 Email [REDACTED]

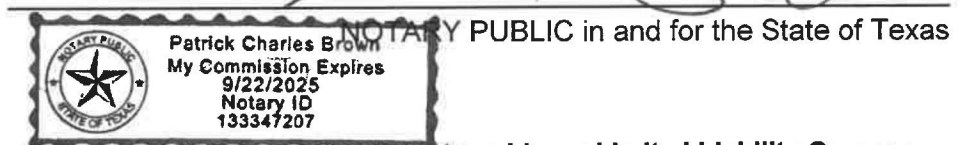
Applicant's Signature [Signature] Date 05/30/25

STATE OF: TEXAS

COUNTY OF: Collin

BEFORE ME, a Notary Public, on this day personally appeared Kody KEUTER
(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 30 day of
May, 20 25



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>)

JUN 02 2025
CH 25-30

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

PLATTING VERIFICATION:

- ☐ 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 721 W SH 114, GRAPEVINE, TX. 76051

Legal description of subject property
CINEMARK ADDITION, LOT 2, BLOCK 1

Austin D. Duvra 6-2-2025
Public Works Department Date

RECEIVED
JUN 9 2 2025
CU25-30

CONDITIONAL USE PERMIT NARRATIVE

Applicant: ICON AUTOMOTIVE

Business Address: 721 W SH 114, GRAPEVINE, TX 76051

Zoning District: CURRENT CO, PROPOSED: "CC" – Community Commercial]

Proposed Use: Automotive Paint Protection Film and Window Tint Installation Services

1. Description of the Proposed Use

ICON AUTOMOTIVE seeks approval for a Conditional Use Permit to operate an automotive service specializing in the installation of Paint Protection Film (PPF) and window tinting. The services will be conducted within an enclosed facility, ensuring minimal noise and environmental impact. Our operations are designed to enhance vehicle aesthetics and longevity, contributing positively to the local automotive industry. **All vehicles temporarily parked in the back fenced lot will be in working condition, not left for longer than a few hours, and not left overnight**

2. Compliance with Zoning Ordinance

The proposed use aligns with the permitted conditional uses within the [CC] zoning district as outlined in the City of Grapevine's Zoning Ordinance. Our business operations are consistent with the district's intent to accommodate automotive-related services that do not adversely affect neighboring properties.

3. Operational Details

- **Hours of Operation:** Monday through Saturday, 8:00 AM to 6:00 PM.
- **Employees:** Initially, the business will employ 5-7 skilled technicians, with plans to hire additional staff as demand grows.
- **Facility Layout:** The facility includes a reception area, customer lounge, installation bays, and storage for materials and equipment.
- **Parking:** Adequate on-site parking is available for customers and employees, complying with city parking requirements.

4. Impact on Surrounding Properties

Our operations are designed to be low-impact:

- **Noise:** All installation work occurs indoors, utilizing tools and equipment that produce minimal noise.
- **Traffic:** Customer appointments are scheduled to prevent congestion, and the anticipated traffic increase is negligible.
- **Aesthetics:** The facility's exterior will be maintained to high standards, with signage and lighting adhering to city regulations.

5. Environmental Considerations

- **Waste Management:** All waste materials, including film scraps and packaging, will be disposed of in accordance with local regulations.

6. Community Benefits

- **Economic Growth:** The business will contribute to the local economy through job creation and by attracting customers to the area.
- **Service Demand:** With the increasing popularity of vehicle customization and protection, our services meet a growing community need.

7. Conclusion

ICON AUTOMOTIVE is committed to operating a professional, community-friendly automotive service that aligns with the City of Grapevine's standards and vision. We respectfully request the approval of this Conditional Use Permit to establish our business at the specified location.

Lindsay Flores

From: Albert Triplett
Sent: Tuesday, May 6, 2025 11:32 AM
To: Patrick Brown
Cc: Lindsay Flores; Arnoldo Ramirez; Scott Leavelle; Raul Aguirre; James Adams
Subject: Re: 721 West State Highway 114, ICON Automotive

Mr. Brown,

Thank you for taking our call last week. Below is a recap of what we discussed for 721 West State Highway 114.

CONDITIONAL USE PERMIT:

This proposal will require a [conditional use permit \(CUP\)](#) for exterior vehicle coating. The conditional use permit will require:

- Dimensional control site plan (show landscaping (trees, shrubs and ground cover) on this plan),
- Floor plan, and
- Narrative letter.

Please note, if any sheets are missing at time of submittal, staff will deny the submittal and push the appointment to the next available submittal date. Applications should be filled out completely with wet signatures and notarizations. [Payment](#) is due at time of submittal.

Submittals for the CUP are only accepted on the first Monday of each month, unless it's a holiday, with a scheduled appointment. Appointments fill up quickly, so let us know sooner rather than later if you will be prepared to submit.

This property is designated CO – Commercial on Map 2: Future Land Use Map of the Comprehensive Master Plan and is zoned ["CC"- Community Commercial](#) district.

PUBLIC HEARING:

The City of Grapevine conducts a joint public hearing with the City Council and Planning and Zoning Commission. If everything stays on track, the case will go to the public hearing on the [third Tuesday](#) of the month following the submittal. The final approval or denial will be determined at that hearing.

ADDITIONAL INFORMATION:

Below is some important additional information to keep in mind:

- **Building permit plan set submittal** – Can be submitted at the same time as civils or CUP applications but will not be released until approval of CUP and civil construction drawings. Building Services needs three copies of plan set. Plans must be a minimum of 11" X 17" and printed to scale. Only final construction documents are accepted for review.
 - 2021 I-codes were adopted in November 2023 and are now in effect as of January 1, 2024
- **Changes to approved plans** - Any minor changes to an approved site plan will need to go through the Site Plan Review Committee for approval or denial. Major changes to the

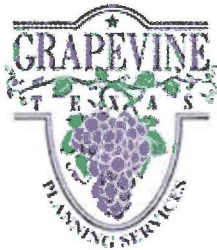
JUN 02 2025
CM25-30

approved site plan will have to go back through the CUP process and to City Council and Planning and Zoning Commission through joint a public hearing.

- **Mechanical equipment** - Needs to be screened from view. Parapet wall should be used atop buildings rather than a device. Needs to be located at least 120 feet away from the adjacent residential.
- **Signs** - Wall signage cannot exceed 25% of the face of the wall. If utilizing a pole sign, requires a CUP. Signage details must be included in the CUP application materials.
- **Parking** - Refer to [Sections 56](#) parking ratios and loading requirements.

Please confirm receipt of this email and let us know if you have any questions.

Sincerely,



Albert L. Triplett Jr.
Planner II
City of Grapevine
<https://bit.ly/GrapevinePlanning>
200 S. Main St. Grapevine, TX 76051
p: 817.410.3155
[“Today would be a very good day just
to have a good day”](#)

JUN 02 2025
CNA5-30

ORDINANCE NO. 2025-040

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS ISSUING CONDITIONAL USE PERMIT CU25-30 TO ALLOW FOR THE APPLICATION AND INSTALLATION OF PAINT PROTECTION FILM AND WINDOW FILM (WINDOW TINTING) IN CONJUNCTION WITH A PROPOSED BUSINESS FOR BLOCK 1, LOT 2, CINEMARK ADDITION (721 WEST STATE HIGHWAY 114) 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 CU25-30 to amend the previously approved site plan CU12-05 (Ordinance No. 2012-015) to allow for the application and installation of paint protection film and window film (window tinting) in conjunction with a proposed business, in a district zoned "CC", Community Commercial District within the following described property: Block 1, Lot 2, Cinemark Addition (721 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 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. That this ordinance shall become effective from and after the date of its final passage.

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

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

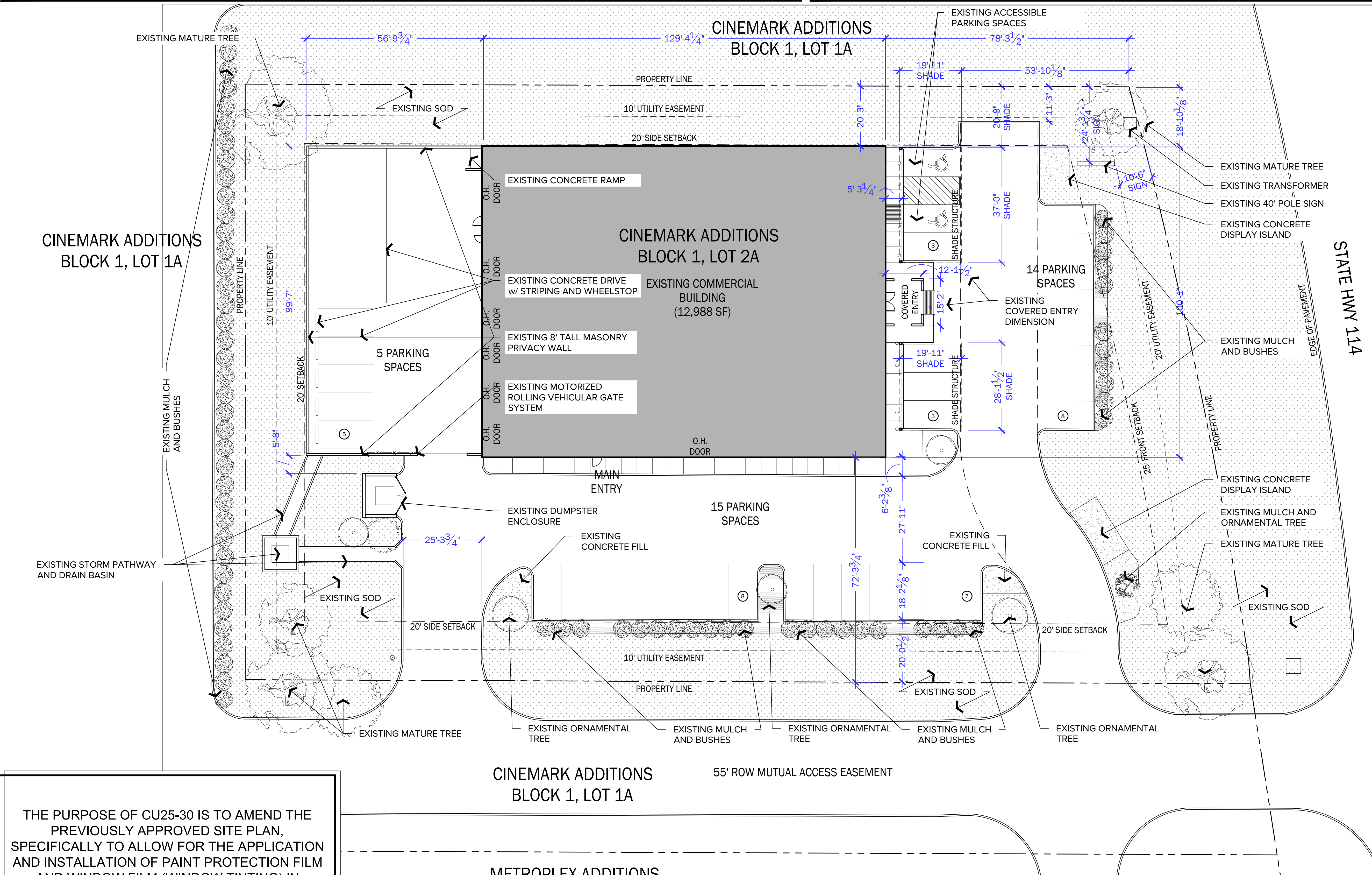
APPROVED AS TO FORM:

Matthew C.G. Boyle
City Attorney

SITE PLAN DATA SUMMARY TABLE		
ITEM	REQ'D	PROPOSED
GENERAL SITE DATA		
ZONING (FROM MAP)	CC (COMMUNITY COMM.)	
LAND USE (FROM ORD.,INCL. ALL APPL. USES)	WINDOW TINTING	
TOTAL LOT AREA	30,000 SF	58,965 SF
FIRST FLOOR BULIDING FOOTPRINT AREA	60% MAX	13,000 SF
TOTAL BUILDING AREA	60% MAX	13,000 SF

SITE PLAN DATA SUMMARY TABLE		
ITEM	REQ'D	PROPOSED
BUILDING HEIGHT (FT/STORIES)		
	50' - 0"	25' - 0"
OPEN SPACE (AREA / %)		
	20% MIN.	22,422 (38.1%)
IMPERVIOUS (AREA / %)		
	80% MAX.	36,513 (61.9%)
FRONT SETBACK		
	25'	78'-3"
SIDE SETBACK		
	20'	20'-3"
PARKING		
PARKING RATIO (1:2,000 SF)	30	34

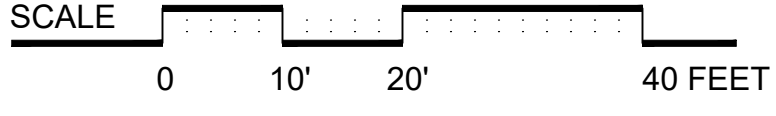
SITE PLAN DATA SUMMARY TABLE	
1. Refuse disposal areas shall be landscaped and screened from view in accordance with the Zoning Ordinance.	7. Proposed ground signage shall meet the minimum requirements of Section 60 of the Zoning Ordinance and is contingent upon approval of a separate building permit with Building Services.
2. 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.	8. All onsite electrical conductors associated with new construction shall be located underground.
3. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.	9. 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.
4. The masonry requirements of Section 54 of the Zoning Ordinance shall be met.	10. All requirements of the City of Grapevine soil erosion control ordinance shall be met during the period of construction.
5. Illuminated signage was included in the determination of the site illumination levels.	11. The 6 parking spaces under the shade structures will not be used for display purposes.
6. Outdoor lighting shall comply with illumination standards within Section 55 of the Zoning Ordinance unless specifically excepted.	



THE PURPOSE OF CU25-30 IS TO AMEND THE PREVIOUSLY APPROVED SITE PLAN, SPECIFICALLY TO ALLOW FOR THE APPLICATION AND INSTALLATION OF PAINT PROTECTION FILM AND WINDOW FILM (WINDOW TINTING) IN CONJUNCTION WITH A PROPOSED BUSINESS.



01
A1 EXISTING SITE PLAN
1/16" = 1'-0"



PROPERTY ADDRESS
721 W SH 114
GRAPEVINE, TX | 76051

PROJECT NAME
ICON AUTOMOTIVE TI
CHANGE OF USE

BRNS
ARCHITECTURE + DESIGN

1301 SOLANA BLVD, SUITE 5200
WESTLAKE, TX 76262
817.675.4905 | JOSH@BRNSDESIGN.COM

CLIENT

ICON ENTERPRISES



04.09.2025

No.	Description	Date

EXISTING SITE PLAN

Project Number 25014
Date 6.26.2025

A1

CASE NAME: 721 W SH 114; ICON AUTOMOTIVE
CASE NUMBER: CU25-30
LOCATION: 721 W SH 114, GRAPEVINE, TX 76051

MAYOR SECRETARY

DATE:

PLANNING AND ZONING COMMISSION

CHAIRMAN

DATE:

SHEET: 1 of 2

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

PLANNING SERVICES DEPARTMENT

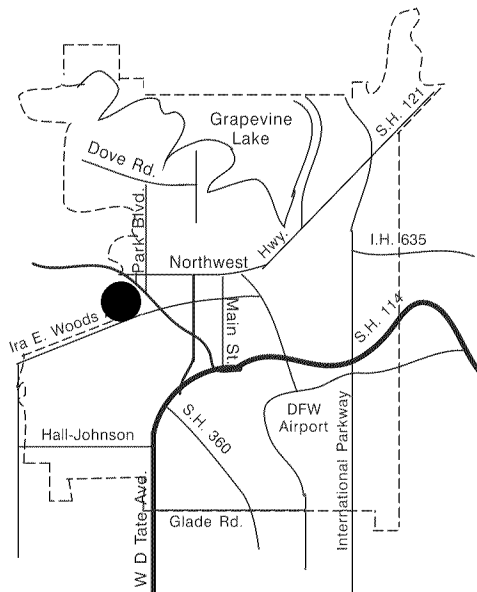
SITE PLAN / LANDSCAPE PLAN / FLOOR PLAN
for
721 W SH 114
Cinemark Addition Block 1 Lot 2A
City of Grapevine, Tarrant County, Texas
1.3529 Acres
Zone: CO, proposed CC
Date of Preparation: 05/20/2025

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: JULY 15, 2025

SUBJECT: PLANNING SERVICES TECHNICAL REPORT OF
CONDITIONAL USE APPLICATION CU25-31; FREIGHT
FORWARDING BUSINESS



APPLICANT: Jungtae Kim, Impex GLS, Inc.

PROPERTY LOCATION AND SIZE:

The subject property is located at 800 Industrial Boulevard, Suite 300 and is platted as Block 3, Lot 2, Heritage Business Park Addition. The property contains 11.915 acres (519,008 sq.ft.) and has approximately 1,096 feet of frontage along Industrial Boulevard, 470 feet of frontage along Commerce Street, and 475 feet of frontage along Nolen Drive.

REQUESTED CONDITIONAL USE AND COMMENTS:

The site was previously approved for a conditional use permit to allow for outside storage in conjunction with an internet-based grocery warehouse. This request is specifically to allow for a freight forwarding business in an existing warehouse.

The applicant intends to utilize a 14,929 sq. ft. suite for a freight forwarding business. Total required parking for Building 6 is 167. Two hundred and ninety-eight (298) spaces are provided.

Approximately two or three employees will be on-site at a time. Company vehicles will not be kept on-site overnight.

There are no changes proposed to the exterior elevations.

PRESENT ZONING AND USE:

The property is zoned “LI”, Light Industrial District and is developed as a multitenant office/ warehouse building.

HISTORY OF TRACT AND SURROUNDING AREA:

The subject property was not within the City of Grapevine prior to the 1984 City Rezoning, but was located in the City’s extra-territorial boundary.

- On May 20, 1986, City Council approved zone change request Z86-10 (Ord. 1986-36) to annex 63.53 acres and rezone to “LI”, Light Industrial District.
- On September 20, 1999, site plan request SP99-18 was administratively approved to establish an office/ warehouse building.
- On February 15, 2000, City Council approved CU00-07 (Ord. 2000-017) to allow for outside storage in conjunction with an internet-based grocery warehouse.
- On March 13, 2000, SPRC approved CU00-17 amend the previously approved site plan to increase the lease space dedicated to warehousing from 88,805 square feet to 120,750 square feet for an increase of 20,726 square feet.

SURROUNDING ZONING AND EXISTING LAND USE:

NORTH: City of Southlake

SOUTH: “LI”, Light Industrial District – Heritage Industrial Park

EAST: “CC”, Community Commercial District – Wal-Mart

WEST: “LI”, Light Industrial District – Heritage Industrial Park

AIRPORT IMPACT:

The subject tract is located within “Zone C” Zone of Greatest Effect, as defined on the “Aircraft Sound Exposure: Dallas/Fort Worth Regional Airport Environs” map. Industrial and commercial uses that can tolerate high levels of sound exposure are appropriate in “Zone C.” The applicant’s proposal is appropriate to use in this noise zone.

MASTER PLAN APPLICATION:

The Master Plan designates the subject property as Industrial (IN) land use. The applicant’s proposal is compliant with the Master Plan.

THOROUGHFARE PLAN APPLICATION:

Industrial Boulevard, Nolen Drive, and Commerce Street are not designated thoroughfares as shown on the City of Grapevine's Thoroughfare Plan.

/f

7R
3.755 @

**COMMERCE
BUSINESS
PARK
7852**

2 CORNERSTONE
1R2 BUS PARK
8399H

SUBJECT PROPERTY

**HERITAGE
BUSINESS
PARK
17784**

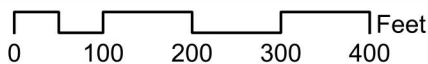
3
2A
11.9148 @

COMMERCE ST

INDUSTRIAL BLVD

**HERITAGE
BUSINESS
PARK
17784**

2
1A
18.726 @



CU25-31; Freight Forwarding
800 Industrial Boulevard, Suite 300

Date Prepared: 6/30/2025

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 2, Block 3, Heritage Business Park

Street frontage & distance to nearest cross street

85.6'

Proposed Zoning

Light Industrial

Future Land Use Designation

Gross area of parcel (to nearest tenth of
acre)

11.9 acres

Describe the Proposed Use

Freight

Existing Zoning

Light Industrial

Subject Property Address

800 Industrial Blvd

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.

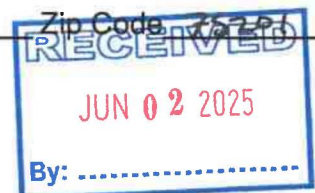
Owner Name KTR DFW LLC Owner Phone Number 972-884-9292

Company Prologis LP

Address 2021 McKinney Ave Suite 1050

City Dallas State Tx Zip Code 75201

Email [REDACTED]



CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS

Project Representation (check one):

☐ I will represent the application myself; OR

☒ I hereby designate Jungtae Kim (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 Derek Bell Date 5/28/25

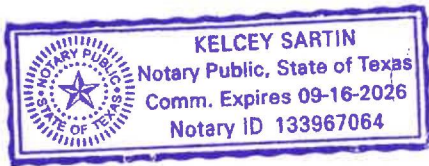
STATE OF: TEXAS
COUNTY OF: DALLAS

BEFORE ME, a Notary Public, on this day personally appeared Derek Bell (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 28th day of May, 2025

[Signature]

NOTARY PUBLIC in and for the State of Texas



CU25-31

CONDITIONAL USE PERMIT APPLICATION
AND SITE PLAN SET CHECKLISTS

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☒ Tenant ☐ Preparer ☐ Other (specify) _____

Name JUNGTAE KIM Company IMPEX GLS INC

Address 812 W SUNSET ST

City GRAPEVINE State TX Zip Code 76051

Phone 817-488-7740 Email [REDACTED]

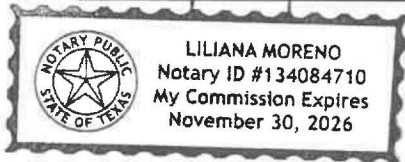
Applicant's Signature [Signature] Date 5/28/25

STATE OF: Texas

COUNTY OF: Tarrant

BEFORE ME, a Notary Public, on this day personally appeared Jungtae Kim
(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 28 day of May, 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: KTR DFW LLC

Provide a most recent public information report that includes:

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



CU25-31

(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 800 Industrial Blvd

Legal description of subject property
LOT 2, BLOCK 3, HERITAGE BUSINESS PARK

Christine E. Palmer 6.2.2025
Public Works Department Date



CU 25-31

REVISIONS



05-23-25

800 INDUSTRIAL BOULEVARD, SUITE 300
GRAPEVINE, TEXAS

SUITE 300 @ HERITAGE BUSINESS PARK 6

THIS DRAWING IS THE PROPERTY OF PROLOGIS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF PROLOGIS.

PROJECT NO. _____
DATE _____

PROLOGIS
McKENNEY & ASSOCIATES
ARCHITECTS, P.L.L.C.

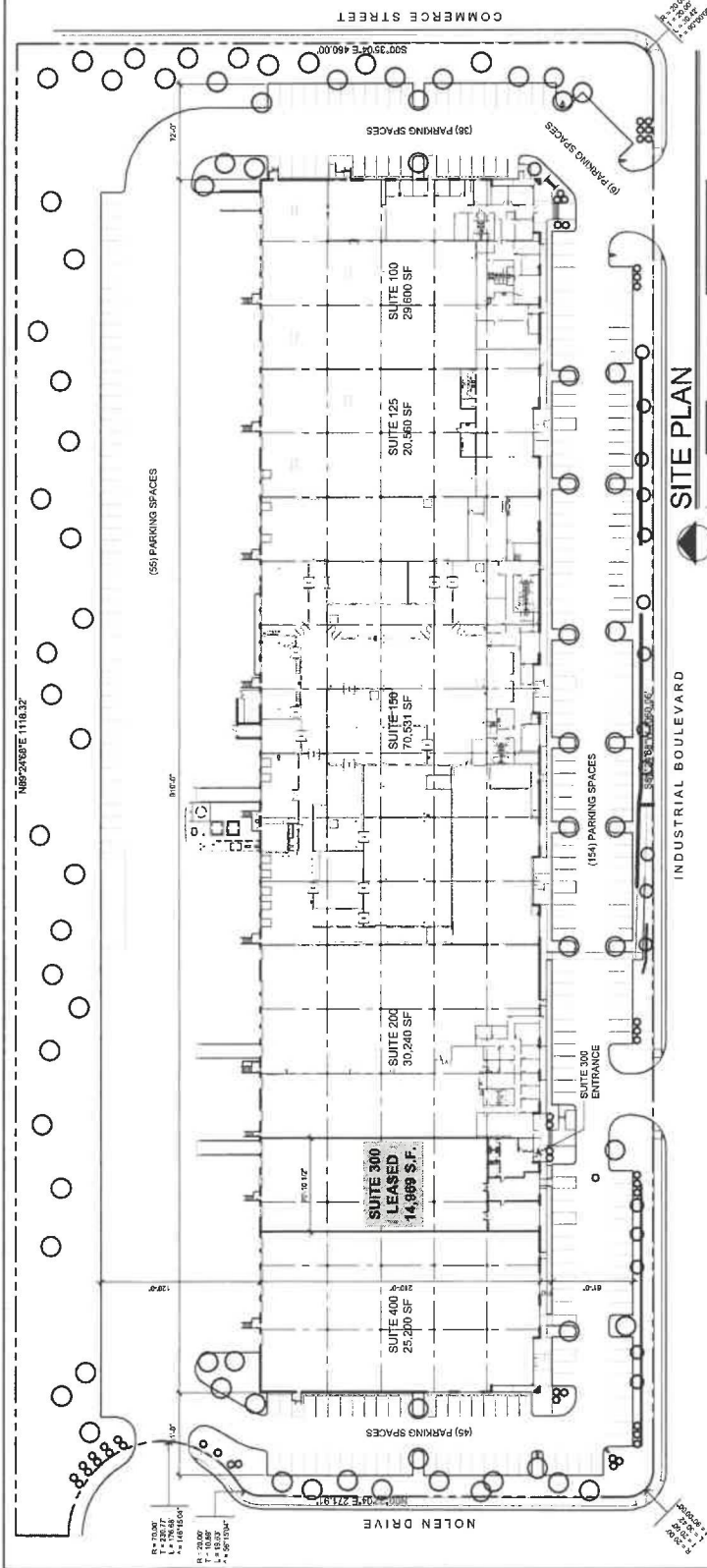
CHECKED BY: _____
DRAWN BY: _____



2021 McKinney Avenue
Suite 1050
Dallas, Texas 75201
Phone: 972-884-9292
Fax: 972-488-9848

S1

SHEET 05-23-25 SHEET



SITE PLAN

NORTH 0° 40' 80' 160' 320'

GENERAL NOTES

NOTE: ALL THE REQUIREMENTS OF THE GRAPEVINE SOIL CONTROL ORDINANCE SHALL BE MET DURING THE PERIOD OF CONSTRUCTION.
NOTE: ALL ON-SITE ELECTRICAL CONDUCTORS ASSOCIATED WITH NEW CONSTRUCTION SHALL BE LOCATED UNDERGROUND.
NOTE: ALL REQUIREMENTS OF SECTION 61, "LIGHT INDUSTRIAL DISTRICT" SHALL BE MET.
NOTE: ALL REQUIREMENTS OF SECTION 56, "OFF-STREET PARKING REQUIREMENTS" SHALL BE MET.
NOTE: ALL LANDSCAPING WILL BE IN ACCORDANCE WITH SECTION 53 OF CITY OF GRAPEVINE COMPREHENSIVE ORDINANCE.
NOTE: NO SIGNAGE IS PROPOSED WITHIN THIS CONTRACT. ALL FUTURE SIGNAGE SHALL BE IN ACCORDANCE WITH SECTION 60-SIGN REGULATIONS.
NOTE: POLE LIGHTING 400 WATT DIRECTED DOWNWARD-TYPICAL
NOTE: NO TRASH DUMPSTER OR DUMPSTER SCREENING IS PROPOSED WITHIN THIS CONTRACT.
NOTE: ALL LANDSCAPING SHALL BE SCREENED IN ACCORDANCE WITH SECTION 60-B3 CITY OF GRAPEVINE ZONING ORDINANCE.

SITE TABULATIONS

ITEMS	REQUIRED	PROVIDED
HEIGHT IN STORIES	UNLIMITED	1 STORY
HEIGHT IN FEET	MAX. 50'-0"	30 FEET
TOTAL BUILDING AREA	MAX. 95% = 290,137 SF	191,100 SF
TOTAL LOT AREA	MIN. 20,000 SF	520,273 SF
TOTAL OPEN SPACE	MIN. 15% = 43,530 SF	367,273 SF
TOTAL OPEN SPACE (LANDSCAPE AREA)	MIN. 15% = 74,041	120,831 SF
TOTAL BUILDING & PAVED AREA	N/A	400,242 SF
BUILDING SEPARATION	MIN. 60 FEET	>60 FEET (UNLIMITED)
OPEN STORAGE	N/A	

ZONING CODE ANALYSIS

JURISDICTION	CITY OF GRAPEVINE
ZONING	LI (LIGHT INDUSTRIAL)
PROPOSED USE	CONDITIONAL USE (FREIGHT FORWARDING)
OCCUPANCY GROUP	B2/S1
OCCUPANCY SEPARATION	NOT REQUIRED
CONSTRUCTION TYPE	TYPE I/II
PARKING REQUIREMENTS	108 SPACES
WAREHOUSE (1:200 SF)	75 SPACES
TOTAL REQUIRED	80 SPACES
TOTAL PROVIDED	298 SPACES
ACCESSIBLE PARKING REQUIRED	750 FEET
MAXIMUM TRAVEL DISTANCE	750 FEET
FIRE DEPARTMENT INGRESS RECD.	125 FEET

- 2021 INTERNATIONAL BUILDING CODE (IBC) AND LOCAL CODE AMENDMENTS
- 2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
- 2021 INTERNATIONAL FIRE CODE (IFC) AND LOCAL CODE AMENDMENTS
- 2019 NATIONAL ELECTRICAL CODE (NEC)
- 2021 INTERNATIONAL MECHANICAL CODE (IMC)
- 2021 INTERNATIONAL PLUMBING CODE (IPC)

- = GRASS
- = LARGE TREE
- = MEDIUM TREE
- = SMALL TREE/SHRUB



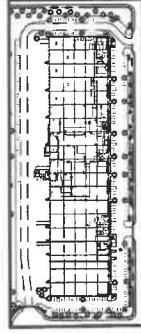
CU25-31

HERITAGE
BUSINESS PARK 6
800 INDUSTRIAL BOULEVARD, SUITE 300
GRAPEVINE, TEXAS 76051

SUITE 300

SUITE 300
OFFICE 2,702 S.F.
WAREHOUSE 12,267 S.F.
TOTAL LEASE AREA 14,969 S.F.

CLEAR HEIGHT 18'
AUTO PARKING 9 SPACES
9'X10' DOCK DOORS 3 POSITIONS
9'X10' DRIVE-UP RAMP 1 POSITION
EDGE-OF-DOCK LEVELERS 2 POSITION
FULLY SPRINKLERED - E.S.F.R.



LOCATION PLAN

LEGEND:

■ = OWNED BY PROLOGIS/LEASED
□ = OWNED BY PROLOGIS/AVAILABLE
□ = OWNED BY PROLOGIS/PLANNED
□ = LAND

▶ = DOCK POSITION
◀ = DOCK POSITION W/ LEVELER
▷ = FUTURE DOCK POSITION
◆ = DRIVE-IN DOOR

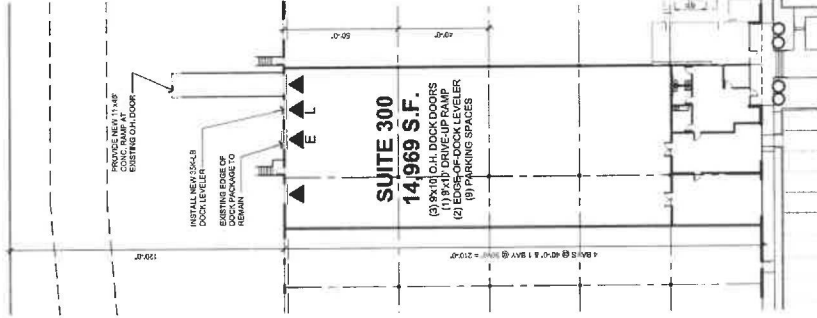
NOTE:
THIS CONCEPTUAL PLAN IS FOR MARKETING PURPOSES ONLY AND HAS BEEN PREPARED BASED ON PRELIMINARY AVAILABLE SITE INFORMATION. ALL DIMENSIONS AND AREA CALCULATIONS ARE DEEMED RELIABLE. SUBJECT TO VERIFICATION BY A PROFESSIONAL ENGINEER FOR COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.



2021 McKinney Avenue | Suite 1050
Dallas, TX 75201
T (972) 884-9292 | F (972) 488-9848
www.prologis.com

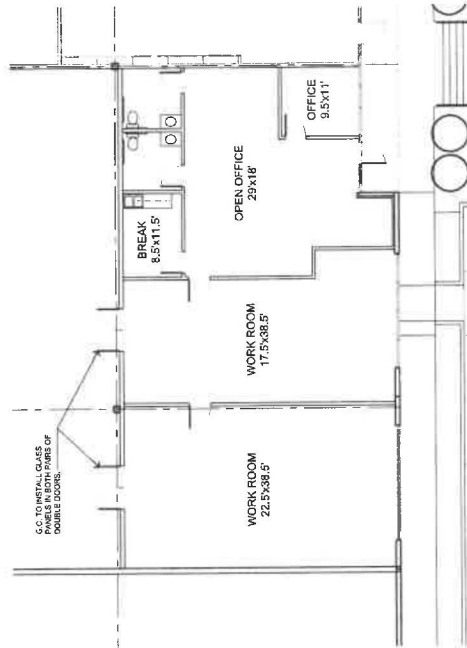
03-31-2025

CC ITEM #6, 23
P&Z ITEM #11,17



(8) PARKING SPACES

INDUSTRIAL BOULEVARD LEASE PLAN



OFFICE PLAN



CU25-31

MEINHARDT & ASSOCIATES
ARCHITECTS P.L.L.C.
Dallas, Texas
214.760.0000



05-102
(Rev. 9-15/13)**Texas Franchise Tax Public Information Report**To be filed by Corporations, Limited Liability Companies (LLC), Limited Partnerships (LP),
Professional Associations (PA) and Financial Institutions

■ Tcode 13196 Franchise

■ Taxpayer number

3 2 0 1 6 3 9 8 9 0 4

■ Report year

2 0 2 5

You have certain rights under Chapter 552 and 559,
Government Code, to review, request and correct information
we have on file about you. Contact us at 1-800-252-1381.

Taxpayer name IMPEX GLS INC.		☐ Blacken circle if the mailing address has changed.	
Mailing address 800 PORT AMERICA PLACE STE 100		Secretary of State (SOS) file number or Comptroller file number 0800428896	
City GRAPEVINE	State TX	ZIP code plus 4 76051	

☐ Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 800 PORT AMERICA PLACE STE 100, GRAPEVINE, TX, 76051
Principal place of business 800 PORT AMERICA PLACE STE 100, GRAPEVINE, TX, 76051



10000000000015

You must report officer, director, member, general partner and manager information as of the date you complete this report.

Please sign below! This report must be signed to satisfy franchise tax requirements.**SECTION A** Name, title and mailing address of each officer, director, member, general partner or manager.

Name KYUNG R JOO	Title DIRECTOR	Director ☒ YES	Term expiration	m	m	d	d	y	y
Mailing address 800 PORT AMERICA PLACE 100	City GRAPEVINE	State TX	ZIP Code 76051						
Name JUNGTAE KIM	Title PRESIDENT	Director ☒ YES	Term expiration	m	m	d	d	y	y
Mailing address 528 ARCADIA DR	City KELLER	State TX	ZIP Code 76248						
Name	Title	Director ☐ YES	Term expiration	m	m	d	d	y	y
Mailing address	City	State	ZIP Code						

SECTION B Enter information for each corporation, LLC, LP, PA or financial institution, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary; corporation, LLC, LP, PA or financial institution) NONE	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary; corporation, LLC, LP, PA or financial institution)	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter information for each corporation, LLC, LP, PA or financial institution, if any, that owns an interest of 10 percent or more in this entity.

Name of owned (parent) corporation, LLC, LP, PA or financial institution NONE	State of formation	Texas SOS file number, if any	Percentage of ownership
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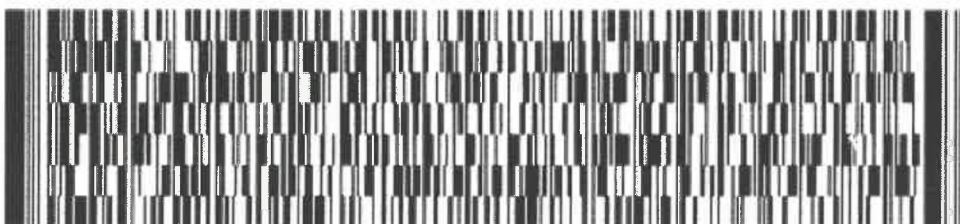
Registered agent and registered office currently on file (see instructions if you need to make changes)

Agent: **KYUNG R JOO**You must make a filing with the Secretary of State to change registered
agent, registered office or general partner information.

Office: 753 PORT AMERICA PLACE STE 307	City GRAPEVINE	State TX	ZIP Code 76051
---	--------------------------	--------------------	--------------------------

The information on this form is required by Section 171.203 of the Tax Code for each corporation, LLC, LP, PA or financial institution that files a Texas Franchise Tax Report. Use additional
sheets for Sections A, B and C, if necessary. The information will be available for public inspection.I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has
been mailed to each person named in this report who is an officer, director, member, general partner or manager and who is not currently employed by this or a related corporation,
LLC, LP, PA or financial institution.

sign here	JUNGTAE KIM	Title PRESIDENT	Date 02/25/2025	Area code and phone number (972) 745 - 2059
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Texas Comptroller Official Use Only

VE/DE	☐	PIR IND	☐
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IMPEX GLS Inc.

CC ITEM #6, 23

P&Z ITEM #11,17

International Freight Forwarder
Cargo Agent / NCBFAA Member
NVOCC/IATA/C-TPAT/IAC

800 PORT AMERICA PL. SUITE 100, GRAPEVINE, TX 76051. Tel. 817-488-7740. Fax. 817-488-7796. E-mail : dfwssz@impexgl.com

May 28, 2025

Planning & Zoning
City of Grapevine
200 S. Maint St.
Grapevine, TX 76051

Subj : C.U.P. Application (800 INDUSTRIAL BLVD SUITE 300 - PROJECT ID 25-001534)

To whom It May Concern,

Please find attached the CUP application along with the other required documents for your review.

My current location is zoned LI, and the property I intend to relocate to is also within the LI zoning designation. Its proximity to major highways and DFW Airport makes it an ideal location for freight forwarding operations. I've had the privilege of operating my freight forwarding business in Port America, Grapevine, for the past 20 years and have recently become a proud resident of this wonderful community.

The property at 800 Industrial Blvd, Suite 300, offers the additional space needed to support the continued growth of my business within the Grapevine community for many years to come.

I am hopeful that the application will proceed smoothly through the Planning and Zoning process and be included in the next available public hearing. Please feel free to contact me if any additional information is required.

Please feel free to contact me if you need any additional information.

Sincerely,

Jungtae Kim

Vice President - Southwest

ORDINANCE NO. 2025-041

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS ISSUING CONDITIONAL USE PERMIT CU25-31 TO ALLOW FOR A FREIGHT FORWARDING BUSINESS IN AN EXISTING WAREHOUSE, FOR BLOCK 3, LOT 2, HERITAGE BUSINESS PARK ADDITION (800 INDUSTRIAL BOULEVARD, SUITE 300) IN A DISTRICT ZONED "LI", LIGHT INDUSTRIAL DISTRICT ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

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

Section 1. That the City does hereby issue a conditional use permit in accordance with Section 48 of Ordinance No. 82-73, the Comprehensive Zoning Ordinance of the City of Grapevine, Texas, same being also known as Appendix "D" of the City Code, by granting Conditional Use Permit CU25-31 to amend the previously approved site plan CU00-07 (Ordinance No. 2000-017) to allow for a freight forwarding business in an existing warehouse, in a district zoned "LI", Light Industrial District within the following described property: Block 3, Lot 2, Heritage Business Park Addition (800 Industrial Boulevard, Suite 300) all in accordance with a site plan approved pursuant to Section 47 of Ordinance No. 82-73, attached hereto and made a part hereof as Exhibit "A", and all other conditions, restrictions, and safeguards imposed herein, including but not limited to the following: None.

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

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

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

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

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

Section 7. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum

not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 8. That this ordinance shall become effective from and after the date of its final passage.

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

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

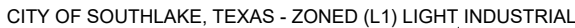
APPROVED AS TO FORM:

Matthew C.G. Boyle
City Attorney



800 INDUSTRIAL BOULEVARD, SUITE 300

DATE: 06-19-25 SHEET:



SCALE: 1" = 40'-0"

JURISDICTION	CITY OF GRAPEVINE
ZONING	LI (LIGHT INDUSTRIAL)
PROPOSED USE	CONDITIONAL USE (FREIGHT FORWARDING)
OCCUPANCY GROUP	B2/S1
OCCUPANCY SEPARATION	NOT REQUIRED
CONSTRUCTION TYPE	TYPE II-N
PARKING REQUIRED - <u>BUILDING 6</u>	
OFFICE (24,954 S.F. @ 1:300 S.F.)	83.3 SPACES
<u>WAREHOUSE</u> (166,146 S.F. @ 1:2000 S.F.)	<u>83.1 SPACES</u>
TOTAL REQUIRED	(166.3) 167 SPACES
TOTAL PARKING PROVIDED	298 SPACES
ACCESSIBLE PARKING REQ'D./PROVIDED	7 REQ'D. /11 PROVIDED
MAXIMUM TRAVEL DISTANCE	250 FEET
FIRE DEPARTMENT INGRESS REQ'D.	125 FEET

<u>ITEMS</u>	<u>REQUIRED</u>	<u>PROVIDED</u>
HEIGHT IN STORIES	UNLIMITED	1 STORY
HEIGHT IN FEET	MAX. 50'-0"	30 FEET
TOTAL BUILDING AREA	MAX. 50% = 260,137 S.F.	191,100 S.F. (36.7%)
TOTAL LOT AREA	MIN. 20,000 S.F.	520,273 S.F.
FLOOR AREA RATIO	50% MAX	36.7%/2.72:1
TOTAL IMPERVIOUS AREA	MAX. 85% = 442,232 S.F.	400,242 S.F. (76.9%)
TOTAL OPEN SPACE (LANDSCAPE AREA)	MIN. 15% = 78,041 S.F.	120,031 S.F. (23.1%)
TOTAL BUILDING & PAVED AREA	N/A	400,242 S.F. (76.9%)
BUILDING SEPARATION	MIN. 60 FEET	>60 FEET(UNLIMITED)
OPEN STORAGE	N/A	

1. 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 TIME OF PLANTING.
2. ALL REQUIREMENTS OF THE CITY OF GRAPEVINE SOIL EROSION CONTROL ORDINANCE SHALL BE MET DURING THE TIME OF CONSTRUCTION.

DEPARTMENT OF DEVELOPMENT SERVICES

DATE: 06-19-25 SHEET:



LOCATION MAP - NO SCALE

PURPOSE STATEMENT
THE PURPOSE OF CU25-31 IS TO AMEND THE PREVIOUSLY APPROVED SITE PLAN, SPECIFICALLY TO ALLOW A FREIGHT FORWARDING BUSINESS IN AN EXISTING WAREHOUSE.

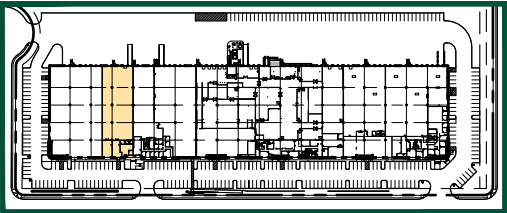
HERITAGE
BUSINESS PARK 6

800 INDUSTRIAL BOULEVARD, SUITE 300
GRAPEVINE, TEXAS 76051

SUITE 300

SUITE 300	
OFFICE	2,702 S.F.
WAREHOUSE	12,267 S.F.
TOTAL LEASE AREA	14,969 S.F.

CLEAR HEIGHT	18'
AUTO PARKING	9 SPACES
9'x10' DOCK DOORS	3 POSITIONS
9'x10' DRIVE-UP RAMP	1 POSITION
EDGE-OF-DOCK LEVELERS	1 POSITION
DOCK LEVELER	1 POSITION
FULLY SPRINKLERED - E.S.F.R.	



LOCATION PLAN

LEGEND:

= OWNED BY PROLOGIS/AVAILABLE
 = LAND

► = DOCK POSITION
L► = DOCK POSITION W/ DOCK LEVELER
E► = DOCK POSITION W/ EDGE-OF-DOCK LEVELER
◆ = DRIVE-IN DOOR

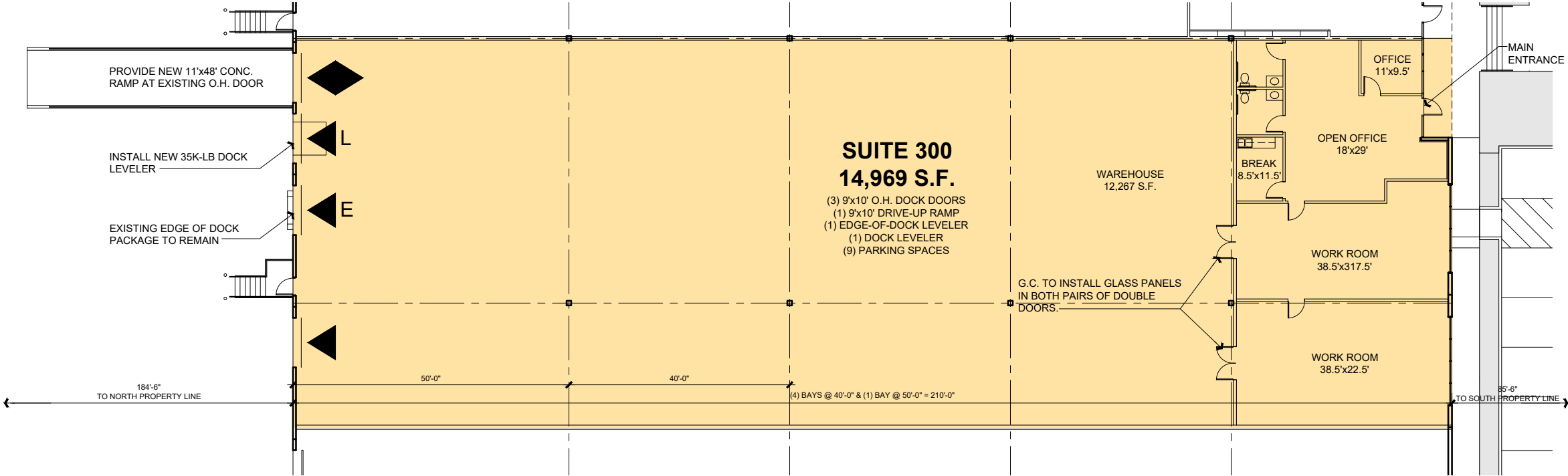
NOTE:
THIS CONCEPTUAL PLAN IS FOR MARKETING PURPOSES ONLY AND HAS BEEN PREPARED BASED ON PRELIMINARY AVAILABLE SITE INFORMATION DEEMED RELIABLE. ALL DIMENSIONS AND AREA CALCULATIONS ARE SUBJECT TO VERIFICATION BY A PROFESSIONAL ENGINEER FOR COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.



2021 McKinney Avenue | Suite 1050
Dallas, TX 75201

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www.prologis.com

06-19-2025



LEASE PLAN
SCALE: 3/32" = 1'-0"

LEASE PLAN - SUITE 300
FOR
CU25-31; FREIGHT FORWARDING
BLOCK 3 LOT 2, HERITAGE BUSINESS PARK ADDITION - GV
ABSTRACT 47
CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS
11,944 AC. 520,273 S.F.
ZONED: L1 LIGHT INDUSTRIAL
DATE OF PREPARATION: JUNE 19, 2025

CASE NAME: FREIGHT FORWARDING
CASE NUMBER: CU25-31
LOCATION: 800 INDUSTRIAL BLVD., SUITE 300

MAYOR _____ SECRETARY _____

DATE _____

PLANNING AND ZONING COMMISSION

DATE _____ CHAIRMAN _____

SHEET 1 OF 2
APPROVAL DOES NOT AUTHORIZE ANY WORK
IN CONFLICT WITH ANY CODES
OR ORDINANCES

DEPARTMENT OF DEVELOPMENT SERVICES



TO: HONORABLE MAYOR, CITY COUNCIL MEMBERS
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
ERICA MAROHNIC, DIRECTOR, PLANNING SERVICES

MEETING DATE: JULY 15, 2025

SUBJECT: AMENDMENTS TO VARIOUS SECTIONS OF THE ZONING ORDINANCE RELATED TO SECONDARY STRUCTURES, INCLUDING REQUIREMENTS FOR THEIR SIZE, LOCATION, AND HEIGHT. (AM24-05)

RECOMMENDATION:

Staff recommends the City Council and the Planning and Zoning Commission accept the staff's request to table Zoning Ordinance text amendment AM24-05 to the August 19, 2025 meeting, and take any other necessary action.

BACKGROUND:

Staff respectfully requests that the City Council postpone the consideration of the draft amendments regarding secondary structures. During Council's meeting on June 17, staff informed the Council that this item would be scheduled as a joint public hearing on July 15th; however, it was not legally noticed for that meeting. Furthermore, staff is still finalizing the language to legally permit all existing secondary structures to remain as they are at the time the ordinance is adopted, in perpetuity.

/em

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: JULY 15, 2025

SUBJECT: NO PARKING RESTRICTIONS ON WYNN LANE

RECOMMENDATION: City Council to consider approval of an ordinance amending the Grapevine Code of Ordinances Chapter 23 Traffic, Article V Parking, Section 23-63 No Parking Zones; Restricted Parking Zones; No Standing Zones; No Stopping Zones; prohibiting parking on the north side of Wynn Lane.

FUNDING SOURCE: None

BACKGROUND: Wynn Lane is a short, 115 foot, two-lane residential street connecting Hall Johnson Road and Weddle Drive. The City has received complaints about parking along Wynn Lane during school pick up and events at Grapevine Elementary School and Pleasant Glade Pool. The proposed action will improve emergency vehicle access and pedestrian safety with increased sight visibility and unimpeded accessibility along crosswalks. Staff has been in contact with the affected residents and they are supportive of the proposal.

Staff recommends approval.

ORDINANCE NO. 2025-035

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AMENDING THE GRAPEVINE CODE OF ORDINANCES BY AMENDING CHAPTER 23 TRAFFIC, ARTICLE V PARKING, SECTION 23-63 NO PARKING ZONES; AUTHORIZING THE ERECTION OF TRAFFIC REGULATION SIGNS; REPEALING CONFLICTING ORDINANCES; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00); PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 311.002 of the Texas Transportation Code provides that a general-law municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; 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 is 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 herein above are true and correct and are incorporated herein by reference, as if copied in their entirety.

Section 2. That Chapter 23 Traffic, Section 23-63, No Parking Zones; Restricted Parking Zones; No Standing Zones; No Stopping Zones of the Grapevine Code of Ordinances is hereby amended by adding the following text:

“Wynn Lane, north side, no parking from the intersection of Hall-Johnson Road extending to Weddle Drive.”

Section 3. That the City Manager, or his designee, is hereby authorized to have the proper traffic signs erected, constructed, and placed at such points along said highways, streets or alleys, or portions hereof under construction, maintenance or repair so that travelers will be reasonably notified of said traffic regulations.

Section 4. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect; provided,

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

Section 5. 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 Hundred Dollars (\$200.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 6. That the terms and provisions of this ordinance shall be deemed to be severable, and that if the validity of any section, subsection, word, sentence or phrase shall be held to be invalid, it shall not affect the remaining part of this ordinance.

Section 7. That the fact that the present ordinances and regulations of the City of Grapevine, Texas, are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Grapevine, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

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

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

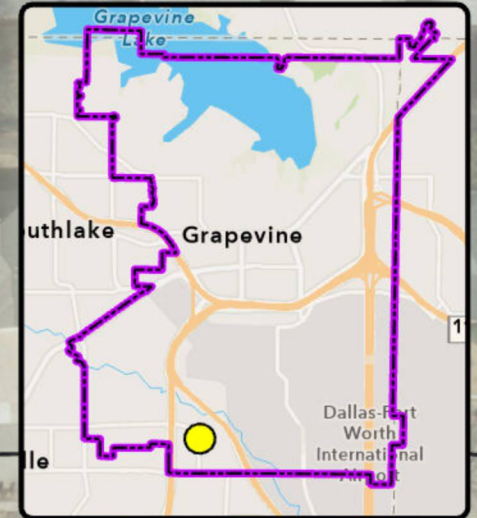
Matthew C.G. Boyle
City Attorney



No Parking Restrictions on Wynn Lane

 No Parking - Wynn Lane

*Prepared for July 15th, 2025
Council Meeting*



HALF-JOHNSON-RD

WYNN-LN

WEDDLE-DR

RUBY-CT

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: JULY 15, 2025

SUBJECT: SOLID WASTE FRANCHISE AGREEMENT AMENDMENT FOR BRUSH AND BULK COLLECTION

RECOMMENDATION: Consider an ordinance revising the franchise agreement with Republic Services by adding Tuesday to the current Wednesday schedule for bulk, clean brush, and yard waste collection.

FUNDING SOURCE: Funded by residential, commercial, and industrial user fees.

BACKGROUND: City Council granted Republic Services (Republic) and its predecessor companies a franchise agreement (Ordinance No. 95-35) to provide solid waste and recycling services for both residential and commercial customers in Grapevine on May 2, 1995.

City Council approved (Ordinance No. 2022-057) implementation of a curbside cart collection program in Grapevine on September 6, 2022. Republic began implementation of said cart collection program on October 1, 2024. Since that time, we have experienced issues with timely collection of the weekly brush and bulk collection routes.

In response, Republic proposes splitting the current citywide brush & bulk pickup program into two days. Republic will collect brush and bulk on Tuesdays in north Grapevine (see exhibit). South Grapevine will maintain the current Wednesday collection schedule. This change will allow Republic to add more collection trucks thereby increasing service levels.

Staff proposes this change to be effective September 1, 2025 and will work diligently with Republic on a shared outreach program to residents.

Staff recommends approval.

BB/ds

ORDINANCE NO. 2025-036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AMENDING ORDINANCE 95-35, AS AMENDED, THE SOLID WASTE FRANCHISE AGREEMENT; ALLOWING FOR CLEAN BRUSH AND YARD WASTE DIVERSION; PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on June 1, 1995, by passage of Ordinance No. 95-35 the City of Grapevine, Texas granted a franchise for solid waste services within the City (the "Franchise") to the franchisee; and

WHEREAS, on September 18, 2001, by passage of Ordinance No. 2001-67 the City of Grapevine, Texas extended the term of the Franchise five (5) years commencing on June 1, 2005 and renumbered Sections 11 through 25 of the Franchise to Sections 12 through 26; and

WHEREAS, on July 20, 2010, by passage of Ordinance No. 2010-30 the City of Grapevine, Texas extended the term of the Franchise five (5) years commencing on August 1, 2010; and

WHEREAS, on September 18, 2012, by passage of Ordinance No. 2012-44 the City of Grapevine, Texas extended the term of the Franchise five (5) years commencing on November 1, 2012; and granted Republic Services an automatic renewal of the Franchise for one (1) additional five (5) year period, commencing on November 1, 2017; and

WHEREAS, on January 21, 2014, by passage of Ordinance No. 2014-01 the City of Grapevine, Texas provided for Wednesday clean brush and yard waste service; and

WHEREAS, on September 6, 2022, by passage of Ordinance No. 2022-057 the City of Grapevine, Texas extended the term of the Franchise ten (10) years commencing on November 1, 2022; and

WHEREAS, Section 24 of the Franchise provides that the Franchise may be amended on the mutual agreement of the parties; and

WHEREAS, the franchisee has requested modifying clean brush, bulk brush, and yard waste diversion recycling, which would include amending the Franchise; and

WHEREAS, the City has determined that modifying clean brush, bulk brush, and yard waste diversion recycling, is in the best interest of the City, and its citizens; and

WHEREAS, the City Council finds that there is a public necessity for the enactment of this ordinance and that its adoption is in the best interests of the health, safety, and welfare of the public; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act.

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

Section 1. That all matters stated above are found to be true and correct and are incorporated herein as if copied in their entirety.

Section 2. That Section 5(1) of the Franchise, as amended, is hereby amended to read as follows:

- "1. All garbage, trash, and yard waste shall be securely placed in appropriate containers to prevent dispersal or scattering. Brush and yard waste shall be prepared for weekly collection and shall be placed in such a manner as to prevent same from being scattered. Bulky wastes shall be placed out for collection on the second, fourth, and fifth Tuesday or Wednesday of each month, as designated by the collection schedule."

Section 3. That Section 6(2) and 6(13) of the Franchise, as amended, are hereby amended to read as follows:

- "2. COMPANY shall provide curbside service, including garbage, trash, and yard waste to residential customers twice each week. Additionally, COMPANY will provide weekly collection of brush and yard waste; as well as, collection of bulky wastes on the second, fourth and fifth Tuesday or Wednesday of each month."
- "13. COMPANY shall collect all brush and yard waste items weekly on Wednesdays. Additionally, COMPANY shall collect all bulky wastes on the second, fourth and fifth Tuesday or Wednesday of each month. If within three (3) working days of notification, whether by the owner, occupant, or CITY, COMPANY fails to collect said material, COMPANY will be penalized \$100 for each day collection is not made."

Section 4. That Section 25 of the Franchise, as amended, is hereby amended to read as follows:

"SECTION 25 – ACCEPTANCE OF AGREEMENT

That the COMPANY shall have ten (10) days from and after the passage and approval of this Ordinance to file its written acceptance thereof with the City

Secretary, and after such acceptance is filed, this Ordinance shall take effect and be in force from and after September 1, 2025.”

Section 5. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect; provided, however, that the ordinance or ordinances under which the cases currently filed and pending in the Municipal Court of the City of Grapevine, Texas, shall be deemed repealed only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding not guilty or nolo contendere, or dismissal.

Section 6. That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 7. 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 public creates an emergency which requires that this ordinance become effective from and after the date of its passage, and it is accordingly so ordained.

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

APPROVED:

William D. Tate
Mayor

ATTEST:

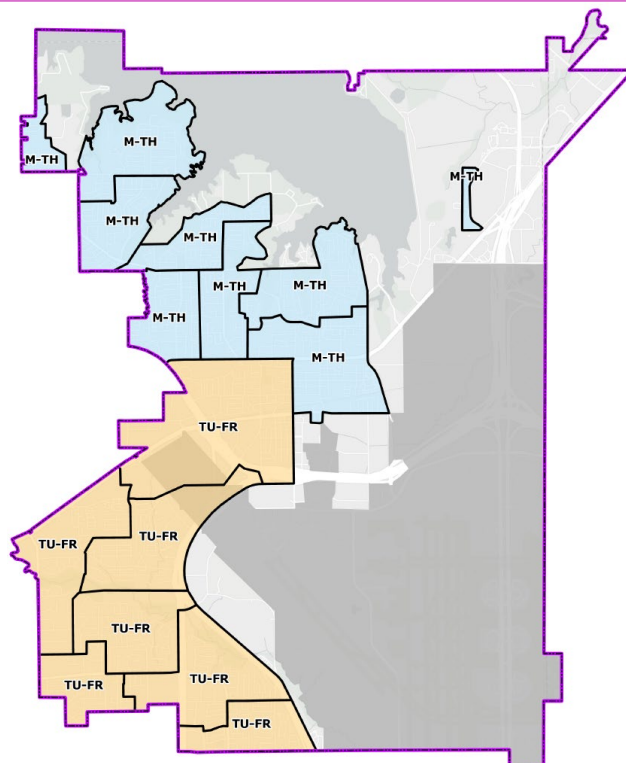
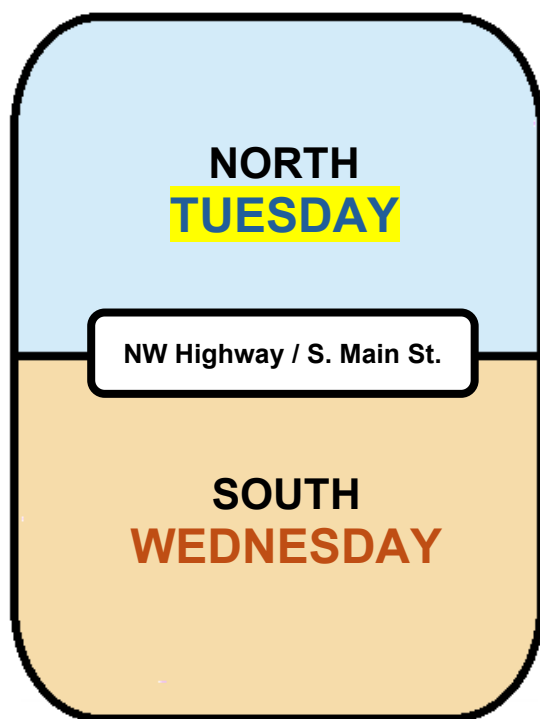
Tara Brooks
City Secretary

APPROVED AS TO FORM:

Matthew C.G. Boyle
City Attorney

CITY OF GRAPEVINE

Brush & Bulk Collection Schedule Amendment



CURRENT SCHEDULE

- All residential customers: **Wednesday only** brush and bulk collection.
- 1-day. Seven (7) permanent brush & bulk routes.

PROPOSED SCHEDULE

- **North:** **Tuesday** brush & bulk collection.
- **South:** Wednesday brush & bulk collection (i.e. No change).
- **2-days:** Ten (10) permanent brush & bulk routes.

BOUNDARY DESCRIPTION

The **dividing line** runs along Northwest Highway to the intersection of S. Main St. and then South to State Highway 114. If approved, residents who currently have Monday/Thursday trash service would begin receiving brush & bulk service on **Tuesday**.

REQUEST: City Council approval to implement this schedule change for improved service efficiency

Republic Services will handle all resident communications and associated costs

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: JULY 15, 2025

SUBJECT: EMERGENCY GENERATOR AND ELECTRICAL SERVICE REPLACEMENT AT THE WATER TREATMENT PLANT AND APPROPRIATION ORDINANCE

RECOMMENDATION: City Council to accept the proposal by Graybar Electric Company Inc. for the installation of the emergency generator and associated electrical services at the Water Treatment Plant and approval of an ordinance appropriating the funds.

FUNDING SOURCE: Upon approval of the attached appropriation ordinance, funds will be available in the Utility Enterprise Fund in the amount of \$2,750,000

BACKGROUND: The installation of the generator at the plant is required by State of Texas Senate Bill 3 requiring water providers to have a backup power source to sustain operations of water and wastewater treatment infrastructure in the event of a power outage. The City has the generator on site for installation.

Staff is working with Oncor to improve the service lines to the plant including setting a new transformer.

Graybar has submitted a proposal based on plans to

- Install the emergency generator and required transfer switches.
- Relocate service lines to the proposed new transformer.

The Graybar proposal to complete the work is \$2,616,764.32 with a 5% contingency is \$2,747,602.54, rounded to \$2,750,000.

This purchase will be made in accordance with existing and interlocal agreements with Omnia Partners Public Sector, Region VIII Education Service Center in Texas as allowed by Texas Local Government Code, Section 271 and Texas Government Code, Section 791.

Staff recommends approval.

ORDINANCE NO. 2025-037

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE APPROPRIATION OF \$2,750,000 IN THE UTILITY ENTERPRISE FUND; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Grapevine desires to complete the emergency generator installation and relocation of electrical services at the Wastewater Treatment Plant; and

WHEREAS, funding is available in the Utility Enterprise Fund; and

WHEREAS, all constitutional and statutory prerequisites for the approval of this ordinance have been met, including but not limited to the Open Meetings Act and Chapter 211 of the Local Government Code; and

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

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

Section 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. That the City Council hereby authorizes an estimated amount of \$2,750,000 be appropriated from the Utility Enterprise Fund for the emergency generator installation and relocation of electrical services at the Wastewater Treatment Plant.

Section 3. That the terms and provisions of this ordinance shall be deemed to be severable, and that if the validity of any section, subsection, word, sentence or phrase shall be held to be invalid, it shall not affect the remaining part of this ordinance.

Section 4. That the fact that the present ordinances and regulations of the City of Grapevine, Texas, are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Grapevine, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 15th day of July, 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: JULY 15, 2025

SUBJECT: ONCOR RATE INCREASE SUSPENSION

RECOMMENDATION: City Council to consider a resolution suspending a proposed rate increase by Oncor Electric Delivery.

FUNDING SOURCE:

BACKGROUND: Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system -wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

The City of Grapevine is a member of a 170-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

Staff recommends approval of the resolution.

RESOLUTION NO. 2025-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Grapevine a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City of Grapevine is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

WHEREAS, the City Council deems the adoption of this resolution to be in the best interests of the citizens of The City of Grapevine.

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

Section 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Section 3. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

Section 4. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

Section 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 6. A copy of this Resolution shall be sent to Matthew A. Toxle, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 15th day of July, 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: JULY 15, 2025

SUBJECT: APPROVAL FOR THE PURCHASE OF VIEWSONIC VIDEO WALL AND AV SYSTEM AT THE REC

RECOMMENDATION: City Council to consider approval for the purchase of a ViewSonic Video Wall and AV System for the REC from Imagenet Consulting LLC for the Parks and Recreation Department.

FUNDING SOURCE: Funds are available in the General Fund (Parks) and the Permanent Capital Maintenance Fund (Parks) for a total amount not to exceed \$58,979.

BACKGROUND: The current projector system in Stewart Hall is outdated and no longer meets the functional needs of our programs and community events. The new ViewSonic Video Wall and AV System will significantly enhance the visual and audio experience for users by providing modern technology with improved clarity, reliability, and flexibility. This upgrade will support a variety of programming, including community meetings, senior activities, staff training, rentals, and special events, aligning with our department's commitment to providing high-quality experience for all patrons.

This purchase will be made in accordance with an existing interlocal agreement with the Region VIII Education Service Center, known as The Interlocal Purchasing System (TIPS) in Texas, as allowed by Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791.

Bids were taken by the cooperative and contracts were awarded to Imagenet Consulting LLC. The Parks and Recreation and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

Staff recommends approval.

JK/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: JULY 15, 2025

SUBJECT: APPROVAL FOR A CONTRACT BETWEEN THE POLICE DEPARTMENT AND AXON ENTERPRISES, INC. FOR LAW ENFORCEMENT EQUIPMENT AND SERVICES.

RECOMMENDATION: City Council to consider approval of an annual contract for law enforcement equipment and services with Axon Enterprises, Inc.

FUNDING SOURCE: Funds are available through a donation and Department CCPD Professional Services in the amount of \$29,802.11.

BACKGROUND: This contract is with Axon Enterprises, Inc. and regards the acquisition of law enforcement equipment and the associated services. This contract will provide the Police Department with three pieces of equipment: a DRONE, a robot, and a pole camera. The contract is for five years.

The first year cost, including services, is \$20,000.00. The second year cost is \$9,802.11. The combination of year one cost plus year two cost is \$29,802.11. Years three, four and five, each, have an annual cost of \$9,843.23.

Recently, the Department received a donation of \$25,000.00 for equipment.

The Department proposes to use the \$25,000.00 donation to pay all of year one cost and partial year two costs. The balance of year two costs will be paid from the Department's CCPD Professional Services account (305-203-44540). The expenditure from the Department's Professional Services account will be \$4,802.11.

The Department will fund costs for years three, four, and five.

Staff recommends approval.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: JULY 15, 2025

SUBJECT: APPROVAL FOR THE PURCHASE OF FIRE STATION 5 KITCHEN CABINETS AND COUNTERTOPS

RECOMMENDATION: City Council to consider approval for the purchase of kitchen cabinets and countertops for Fire Station 5 from Ware Brothers Remodeling for the Fire Department.

FUNDING SOURCE: Funds are available in the Permanent Capital Maintenance Fund (Facilities)) for an amount not to exceed \$44,750.

BACKGROUND: This purchase is to demo and install new cabinets and quartz counter tops at Fire Station 5. The cabinets and countertops are 24 years old and are in need of replacement.

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

Ware Brothers Remodeling \$44,750.
Kuba Tech Industries \$49,885.
Eureka Woodworks No Bid

Staff recommends approval.

CH/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: JULY 15, 2025

SUBJECT: APPROVAL FOR THE EMERGENCY PURCHASE OF SIGNAL POLE AT STONE MYERS AND STATE HIGHWAY 360

RECOMMENDATION: City Council to consider approving and ratifying the emergency purchase replacement of a signal pole at Stone Myers and Highway 360 from Durable Specialties, Inc. for the Public Works Department.

FUNDING SOURCE: Funds are available in the Permanent Capital Maintenance Fund (Traffic) for a total amount not to exceed \$24,938.

BACKGROUND: This purchase is for a signal pole, signal heads, span cable, traffic control and emergency mobilization to bring the traffic signal back to normal operations.

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

An emergency purchase order will be issued to Durable Specialties Inc. for the repair, purchase, and replacement of a signal pole at Stone Myers and Highway 360 on, or by, July 15, 2025.

Staff recommends approval

LJ/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: JULY 15, 2025

SUBJECT: U.S. ARMY CORPS OF ENGINEERS LICENSE FOR AGREEMENT FOR FAIRWAY DRIVE

RECOMMENDATION: City Council to consider ratification of an action to enter into a license agreement to construct, operate and maintain a road (Fairway Drive) at Grapevine Lake, Texas with the U.S. Army Corps of Engineers (USACE).

FUNDING SOURCE: Funds are available in the General Fund estimated at \$1,660.

BACKGROUND: The Fairway Drive construction contract was awarded to Jagoe Public Company at the March 4, 2025, meeting. Concurrently, staff has been working with the USACE to obtain a new roadway license to accommodate the wider roadway footprint. In order to allow construction to start as as soon as possible, staff signed the license agreement and paid the \$1,660 fee prior to council approval. This action is to ratify the license agreement and payment of license fee.

This agreement (DACW63-2-25-0629) will allow the City to operate and maintain these facilities for perpetuity and has a \$1,660 cost.

Staff recommends approval.

EASEMENT NO. DACW63-2-25-0629

DEPARTMENT OF THE ARMY
EASEMENT FOR A PUBLIC ROAD OR STREET
LOCATED AT
GRAPEVINE LAKE
TARRANT COUNTY, TEXAS

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to City of Grapevine, hereinafter referred to as the Grantee, an easement for a public road known as Fairway Drive and a pedestrian trail, of varying widths and lengths, approximately 5.382 acres, hereinafter referred to as the Facilities over, across, in and upon the lands of the United States as identified in **EXHIBITS A – MAP, B – SURVEY, and C – LEGAL DESCRIPTION** attached hereto and made a part hereof, hereinafter referred to as the Premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted in perpetuity.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation and maintenance of a public road and pedestrian trail for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to City of Grapevine - Public Works, 200 South Main Street, Grapevine, Texas 76051; and if to the United States, to the Real Estate Contracting Officer, Attention: Real Estate Contracting Officer, CESWF-RE-M, Post Office Box 17300, Fort Worth, Texas 76102-0300, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

EASEMENT NO. DACW63-2-25-0629**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The construction, operation, maintenance, repair or replacement of said Facilities, including culverts and other drainage Facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Real Estate Contracting Officer, Fort Worth District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the Premises to the satisfaction of said officer. The use and occupation of the Premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the Facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this easement, and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the

EASEMENT NO. DACW63-2-25-0629

Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the Premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the Grantee of the right-of-way herein granted.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantee and any other agency of the United States with regard to financial aid to the Grantee in connection with the construction, maintenance, or repair of the Facilities herein authorized.

13. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

14. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this

EASEMENT NO. DACW63-2-25-0629

easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

16. ENVIRONMENTAL RECORDS REVIEW

An Environmental Records Review (ERR), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT D**. Upon revocation or termination of this easement, another ERR shall be prepared which will document the environmental condition of the property at that time. A comparison of the two reviews will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

17. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the

EASEMENT NO. DACW63-2-25-0629

Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

18. NON-DISCRIMINATION

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantee, its agents, successors, transferees, and assignees.

19. RESTORATION

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the Premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

20. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344), Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

21. DETERMINATION REGARDING EXECUTIVE ORDER 13658

a. It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order.

EASEMENT NO. DACW63-2-25-0629

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

22. DETERMINATION REGARDING EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

23. ADDED CONDITIONS

a. A temporary laydown area is hereby granted across the property described in **EXHIBIT F**, for a term of **one year**, beginning **the date of execution of this agreement**, and ending automatically, or upon notification that construction and restoration is complete, whichever is earlier.

b. Top of dam elevation shall remain at 588 National Geodetic Vertical Datum once road work is complete.

c. The road work shall be completed per the plans drafted by Kimley Horn and Associates, Inc. that are on file with U.S. Army Corps of Engineers, Fort Worth District.

d. Tree mitigation shall be performed per the attached **EXHIBIT E**, with an 80% survival rate after three years.

e. Grantee accepts responsibility for traffic control.

f. The Government shall not be liable for any part of loss or accident which may occur on the roads.

g. Grantee shall not assign or otherwise release its responsibility to maintain the right-of-way.

EASEMENT NO. DACW63-2-25-0629

h. The proposed construction will have no effect on properties listed in, or eligible for, inclusion in the National Register of Historic Places. No further review of the project is necessary under Sections 106 and 110 of the National Historic Preservation Act. In the event construction encounters evidence of previously unknown prehistoric and/or historic materials (including human remains, funerary object, sacred objects, or objects of cultural patrimony), the contractor shall avoid the materials and immediately contact the Operations Division District Archeologist at (817) 886-1573.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EASEMENT NO. DACW63-2-25-0629

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 27th day of June, 2025.



Lee A. Flannery
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

THIS EASEMENT is also executed by the Grantee this 16 day of June, 2025.

City of Grapevine



Signature

City Manager
Title

CERTIFICATE OF AUTHORITY

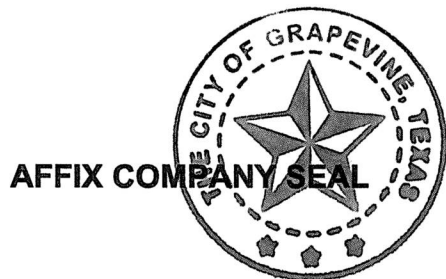
I, Tara Brooks (Name), certify that I am the
City Secretary (Title) of **City of Grapevine, Texas**, named as the
Grantee herein; and that Bruce Rumbelow (signator of outgrant), who
signed the foregoing instrument on behalf of the Grantee, was then
City Manager (title of signator of outgrant) of **City of Grapevine, Texas**. I
further certify that the said officer was acting within the scope of powers delegated to
this governing body of the Grantee in executing said instrument.

City of Grapevine, Texas

6/16/2025
Date

Tara Brooks
Authorized Representative

City Secretary
Title



NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.

ACKNOWLEDGMENT

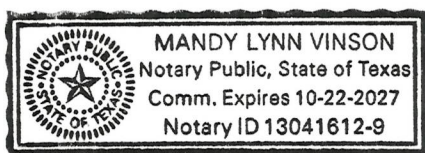
STATE OF TEXAS

§
§ SS.
§

COUNTY OF TARRANT

On this 27th day of June, 2025, before me, the undersigned officer, personally appeared within named Lee A. Panner, United States Army Corps of Engineers, Fort Worth District, on behalf of the United States of America, and known to me to be the person whose name is subscribed to the foregoing instrument by virtue of the above-cited authority and acknowledged to me that he executed the same in such capacity for the purposes and consideration therein expressed.

Given under my hand and seal this 27th day of June, 2025.



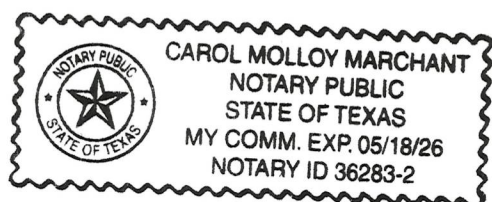
Mandy Lynn Vinson
Notary Public, State of Texas
My Commission Expires: 10-22-27
Printed Name: Mandy L. Vinson

STATE OF TEXAS

§
§ SS.
§COUNTY OF Tarrant

On this 16 day of June, 2025, before me, the undersigned officer, personally appeared Brano Rumbelow, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

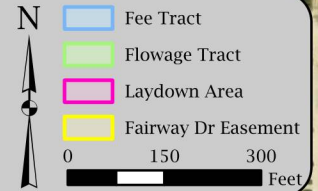


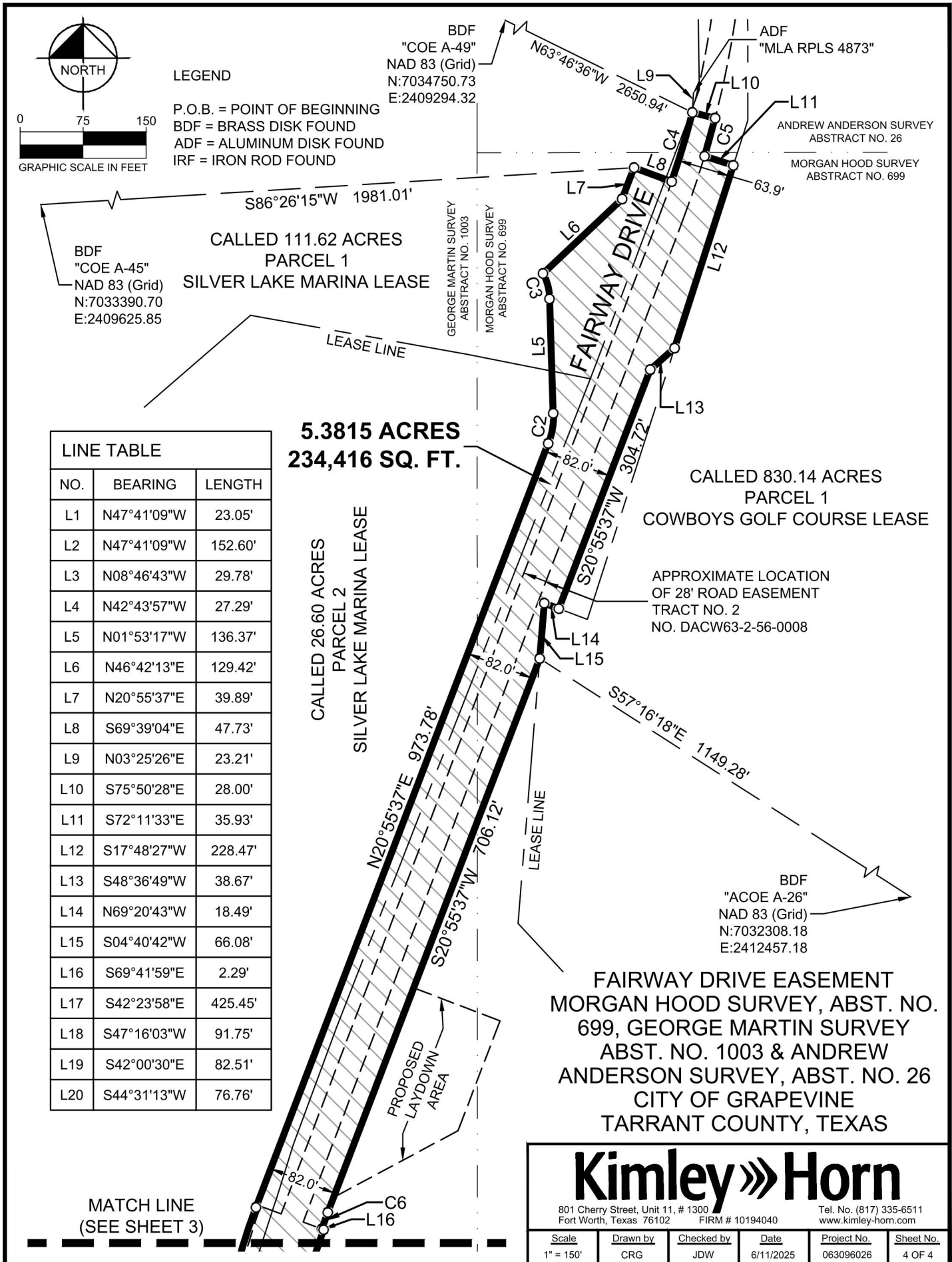
Carol Molloy Marchant
Notary Public, State of Texas
My Commission Expires: May 18, 2026
Printed Name: Carol Molloy Marchant



**US Army Corps
of Engineers®**
Fort Worth District

**GRAPEVINE LAKE
ROAD AND CONSTRUCTION EASEMENTS
CITY OF GRAPEVINE
TARRANT COUNTY, TEXAS**





LEGAL DESCRIPTION

BEING a 5.3815 acre (234,416 square foot) tract of land situated in the Morgan Hood Survey, Abstract No. 699, the George Martin Survey, Abstract No. 1003, and the Andrew Anderson Survey, Abstract No. 26, City of Grapevine, Tarrant County, Texas, and being part of that tract of land described in Declaration of Taking No. 3, filed August 25, 1948 in Condemnation Proceedings (Civil No. 1461) in the District Court of the United States for the Northern District of Texas, Fort Worth Division, and being designated as Tract No. A-1A for Grapevine Lake, and being more particularly described as follows:

BEGINNING at the easternmost corner of Lot 1, Block 1, Oproylard Fourth Addition, an addition to the City of Grapevine according to the plat recorded in Instrument No. D211179935, Official Public Records, Tarrant County, Texas, and being a point in the northwest right-of-way line of State Highway No. 26 (a variable width right-of-way) (NAD 83 (Grid) N:7031212.87, E:2411560.45), from which a 5/8-inch iron rod found bears South 42°21'20" West, a distance of 45.14 feet;

THENCE North 47°41'09" West, along the easternmost northeast line of said Lot 1, a distance of 23.05 feet to a point for corner, from which a brass disk stamped "ACOE A-29" found for the easternmost north corner of said Lot 1 bears North 47°41'09" West, a distance of 152.60 feet (NAD 83 (Grid) N:7031331.11, E:2411430.58);

THENCE North 08°46'43" West, departing the said easternmost northeast line, a distance of 29.78 feet to a point for corner, being the beginning of a tangent curve to the left with a radius of 285.00 feet, a central angle of 33°57'14", and a chord bearing and distance of North 25°45'20" West, 166.43 feet;

THENCE in a northerly direction, with said tangent curve to the left, an arc distance of 168.89 feet to a point for corner;

THENCE North 42°43'57" West, a distance of 27.29 feet to a point for corner;

THENCE North 40°05'18" West, a distance of 319.24 feet to a point for corner, being the beginning of a non-tangent curve to the right with a radius of 654.00 feet, a central angle of 23°21'31", and a chord bearing and distance of North 25°49'07" West, 264.78 feet;

THENCE in a northerly direction, with said non-tangent curve to the right, an arc distance of 266.63 feet to a point for corner, being the beginning of a non-tangent curve to the right with a radius of 630.00 feet, a central angle of 33°50'14", and a chord bearing and distance of North 04°00'30" East, 366.68 feet;

THENCE in a northerly direction, with said non-tangent curve to the right, an arc distance of 372.06 feet to a point for corner;

THENCE North 20°55'37" East, a distance of 973.78 feet to a point for corner, being the beginning of a tangent curve to the left with a radius of 92.00 feet, a central angle of 22°48'54", and a chord bearing and distance of North 09°31'10" East, 36.39 feet;

THENCE in a northerly direction, with said tangent curve to the left, an arc distance of 36.63 feet to a point for corner;

THENCE North 01°53'17" West, a distance of 136.37 feet to a point for corner, being the beginning of a tangent curve to the left with a radius of 72.00 feet, a central angle of 24°59'01", and a chord bearing and distance of North 14°22'48" West, 31.15 feet;

THENCE in a northerly direction, with said tangent curve to the left, an arc distance of 31.40 feet to a point for corner;

THENCE North 46°42'13" East, a distance of 129.42 feet to a point for corner;

THENCE North 20°55'37" East, a distance of 39.89 feet to a point for corner, from which a brass disk stamped "COE A-45" found bears South 86°26'15" West, a distance of 1,981.01 feet (NAD 83 (Grid) N:7033390.70, E:2409625.85);

THENCE South 69°39'04" East, a distance of 47.73 feet to a point for corner, being the beginning of a non-tangent curve to the left with a radius of 1131.92 feet, a central angle of 04°21'02", and a chord bearing and distance of North 16°37'48" East, 85.93 feet;

CONTINUED ON SHEET 2

**FAIRWAY DRIVE EASEMENT
MORGAN HOOD SURVEY, ABST. NO.
699, GEORGE MARTIN SURVEY
ABST. NO. 1003 & ANDREW
ANDERSON SURVEY, ABST. NO. 26
CITY OF GRAPEVINE
TARRANT COUNTY, TEXAS**

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	JDW	6/11/2025	063096026	1 OF 4

LEGAL DESCRIPTION (CONTINUED)

THENCE in a northerly direction, with said non-tangent curve to the left, an arc distance of 85.95 feet to a point for corner, from which an aluminum disk stamped "MLA RPLS 4873" found bears North 3°25'26" East, a distance of 23.21 feet, and from which a brass disk stamped "COE A-49" bears North 63°46'36" West, a distance of 2,650.94 feet (NAD 83 (Grid) N:7034750.73, E:2409294.32);

THENCE South 75°50'28" East, a distance of 28.00 feet to a point for corner, being the beginning of a non-tangent curve to the right with a radius of 1159.92 feet, a central angle of 02°19'11", and a chord bearing and distance of South 15°36'27" West, 46.96 feet;

THENCE in a southerly direction, with said non-tangent curve to the right, an arc distance of 46.96 feet to a point for corner;

THENCE South 72°11'33" East, a distance of 35.93 feet to a point for corner;

THENCE South 17°48'27" West, a distance of 228.47 feet to a point for corner;

THENCE South 48°36'49" West, a distance of 38.67 feet to a point for corner;

THENCE South 20°55'37" West, a distance of 304.72 feet to a point for corner;

THENCE North 69°20'43" West, a distance of 18.49 feet to a point for corner;

THENCE South 04°40'42" West, a distance of 66.08 feet to a point for corner, from which a brass disk stamped "ACOE A-26" found bears South 57°16'18" East, a distance of 1,149.28 feet (NAD 83 (Grid) N:7032308.18, E:2412457.18);

THENCE South 20°55'37" West, a distance of 706.12 feet to a point for corner, being the beginning of a tangent curve to the left with a radius of 560.00 feet, a central angle of 02°08'38", and a chord bearing and distance of South 19°51'18" West, 20.95 feet;

THENCE in a southerly direction, with said tangent curve to the left, an arc distance of 20.95 feet to a point for corner;

THENCE South 69°41'59" East, a distance of 2.29 feet to a point for corner, being the beginning of a non-tangent curve to the left with a radius of 532.96 feet, a central angle of 62°41'59", and a chord bearing and distance of South 11°02'58" East, 554.56 feet;

THENCE in a southerly direction, with said non-tangent curve to the left, an arc distance of 583.23 feet to a point for corner;

THENCE South 42°23'58" East, a distance of 425.45 feet to a point for corner;

THENCE South 47°16'03" West, a distance of 91.75 feet to a point for corner;

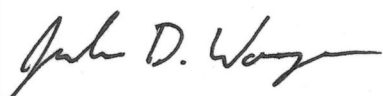
THENCE South 42°00'30" East, a distance of 82.51 feet to a point for corner;

THENCE South 44°31'13" West, a distance of 76.76 feet to the **POINT OF BEGINNING** and containing 234,416 square feet or 5.3815 acres of land, more or less.

NOTES:

Bearing & coordinate system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.



REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



FAIRWAY DRIVE EASEMENT
MORGAN HOOD SURVEY, ABST. NO.
699, GEORGE MARTIN SURVEY
ABST. NO. 1003 & ANDREW
ANDERSON SURVEY, ABST. NO. 26
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	JDW	6/11/2025	063096026	2 OF 4



Hazardous Materials Initial Site Assessment (ISA) Report

Project Information			
Include relative project information for all CSJs identified for the project.			
CSJ(s): 0902-90-144	City(ies): Grapevine	Zip Code(s): 76051	County(ies): Tarrant
HWY(s): Fairway Drive	Limits per CSJ: SH 26 to Marina Drive		

Section 1: Identify Previously Completed Environmental Site Assessments, Known Hazmat Conditions, Preliminary Project Design, and Right-of-Way Requirements

Note: Obtain information/comments from design, right-of-way, and/or environmental staff. Attach maps and/or details as appropriate.

☐ Yes ☒ No ☐ Unknown	Are there previous environmental assessments, testing, or studies performed within the proposed project area related to contamination issues (to include Phase I ESAs)? <i>If yes, explain here if there are concerns to the proposed project:</i>
ISA Predecessor	The project schematics and/or plan-profile sheets* (if available) should be reviewed. Look for substantial excavations (including utilities and storm sewer designs), new ROW and easements, and bridge demolitions or renovations.

* For consultants: these documents shall be supplied by TxDOT.

Section 2: Demolition and Renovation Information Related to Asbestos and Lead-Containing-Paint

☐ Yes ☒ No	Are there proposed bridges or building demolitions or renovations for this project?
Note: If "Yes" is selected, buildings or structures being acquired through the acquisition process are assessed and mitigated for asbestos, as needed, within the ROW process according to the TxDOT ROW Manual ROW Vol. 6 Miscellaneous -Chapter 1 Section 5. Bridge structures being demolished or renovated are assessed and mitigated for asbestos and lead-containing-paint, as needed, within the construction process according to Standard Specification Item 6.10 (and applicable Provisions), and the TxDOT guidance document: <i>Handling Issues for Lead and Asbestos in Bridge Construction</i>, posted on the ENV Hazardous Materials SharePoint.	

Section 3: Project Screening

Note: Section 3.1 is only applicable for Categorically Excluded (CE) projects. If you are uncertain of the project type, select "No" and continue to Section 3.2.

Section 3.1 Determine if the proposed project has a low potential to encounter contamination. Refer to the preliminary schematics for project limits and internet-based maps for surrounding land use.

☐ Yes ☒ No or an EA or EIS Project	Are the limits of the proposed project within a historically undeveloped area and outside the boundaries of a designated MS4 permitted area? <i>Historically undeveloped areas are locations where no commercial buildings are located within one-half (0.5) miles of the proposed project limits and the surrounding land use is historically agricultural, forest, or ranch lands.</i>
--	---

If "Yes" is selected, the ISA is complete. The proposed project has a low potential to encounter contamination. Complete Sections 9 and 10 of this ISA and maintain a copy and all applicable attachments in the project file.

If "No" is selected, proceed to Section 3.2 of this ISA.

Section 3.2

Note: Determine if the project includes the activities listed below.

☒ Yes ☐ No	ROW and Easements: Are there acquisitions of new ROW, easements, temporary construction easements planned for the project?
☒ Yes ☐ No	Project Excavations: Will the work consist of substantial excavation operations? <i>Substantial excavation includes, but is not necessarily limited to:</i> - Underpass construction, - Storm sewer installations, and



Report: Hazardous Materials Initial Site Assessment (ISA)

ITEM #17

	Trenching or tunneling that would require temporary or permanent shoring (substantial excavations).
☐ Yes ☒ No	Encroachments: Are there known or potential encroachments into the project area? <i>Encroachments include soil and groundwater contamination, dump sites, tanks, and other issues in the ROW.</i>
3.3 Complete the appropriate box below: ☒ If Section 3.2 contains "Yes" answers, please proceed to Section 4. ☐ If Section 3.2 contains all "No" answers, proceed to Section 6, Site Survey. Please perform a site survey documenting the results in Section 6 and then mark the appropriate box below. If a Phase I ESA has been prepared for this project, you may use the applicable site survey information from the Phase I ESA. ☐ The site survey did not identify evidence of environmental concerns listed in Section 6. The ISA is complete. Complete Sections 9 and 10 and maintain a copy of the ISA and all applicable attachments in the project file. ☐ The site survey identified evidence of environmental concerns listed in Section 6. Continue with Section 4.	

Section 4: Current and Past Land Use Information

Note: Review and assess current and past land use (up to 50 years) in the project area. Document and attach sources that were reviewed. If one or more Phase I ESAs were prepared for this project, please use applicable information from the Phase I ESAs to help complete this section of the ISA.

☒ Yes ☐ No ☐ Not Available	4.1 Review Current and Past USGS 7.5 Minute Topographic Maps of the project area: <i>Look for oil & gas pipelines, tanks, landfills, gravel pits, surface mines, or industrial features.</i>	
	List 7.5-Min Topo Maps Reviewed:	Map Dates:
	Grapevine, TX Quad	1960, 1974, 1982, 2016

Describe observed features of concern: 1960: Developed medium-duty road with adjacent unimproved dirt roads. Two structures depicted to the adjacent southeast of the project area, one structure depicted to the adjacent west of the project area.

1974: Developed medium-duty road with adjacent developed light-duty roads.

1982: Additional structures completed to the adjacent southeast and west of the project area.

2016: No structures depicted in project vicinity.

☒ Yes ☐ No ☐ Not Available	4.2 Review Current and Past Aerial Photographs of the project area: <i>Look for pipeline easements, aboveground tanks, landfills, surface mines, other large areas of land disturbance, or industrial features.</i>	
	List Aerial Photo Sources Reviewed:	Aerial Photo Dates:
	ESRI Decade Package	1942, 1953, 1956, 1958, 1968, 1976, 1987, 1995, 2004, 2005, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022

Describe observed features of concern: 1942: Primarily undeveloped agricultural land, northernmost portion of project area transected by rural road. Homestead and agricultural facilities offsite to the southwest and north-northwest of the project area.

1953: Fairway Drive evident as unpaved road in project area in current alignment, disturbed land to the east.

1956: Paved road with newly developed commercial maintenance building offsite to the southeast.

1958: Construction of Grapevine Lake via damming evident to the west of the project area.

1968: Newly developed parking lot adjacent to the commercial maintenance building located to the southeast of the project area; ongoing development of Grapevine Lake with the addition of a marina; new structures approximately 500 feet northwest of the project area.

1976: Additional building development located to the northwest of the project area.

1987-1995: Paved parking lot developments located to the west of the study area; development of an existing parking lot located to the southeast of the project area.



2004-2012: Golf course, paved parking lot, and adjacent buildings development to the east of the project area; paved parking lot development to the northwest of the project area .

2014: Industrial building and adjacent paved parking lot development to the northeast of the project area; additional development to existing docks on Grapevine Lake.

2016-2022: Continued development onto existing docks on Grapevine Lake.

☐ Yes ☐ No ☒ Not Available ☐ Not Applicable	4.3 Review Current and Past Right-of-Way Maps/Files*: Look for oil & gas pipelines, aboveground/underground tanks, landfills, or industrial features. Note: These are not project design schematics or PS&E plans.	
	List Maps/Files Reviewed:	Map/File Dates:

Describe observed features of concern:

☐ Yes ☐ No ☒ Not Available	4.4 Review Sanborn Fire Insurance Maps/Files: Look for aboveground/underground tanks, oil & gas pipelines, landfills, railroad yards, industrial facilities, or other industrial features.	
	List Maps/Files Reviewed:	Map/File Dates:

Describe observed features of concern:

☐ Yes ☐ No ☒ Not Available ☐ Not Applicable	4.5 Review TxDOT As-Built Plans*: Were concerns identified during previous work within the project limits? If yes, explain: If known, what is the previous project CSJ: Note: New location where there is no pre-existing road, sidewalk, trail, etc., mark "Not Applicable".	
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☐ Yes ☐ No ☒ Not Available ☐ Not Applicable	4.6 Review TxDOT Geotechnical Soil Boring Logs*: Were concerns noted on the boring logs such as unusual odors, visible contamination, trash, waste, or debris? If yes, explain:	
---	--	--

☐ Yes ☐ No ☒ Not Available	4.7 Review TxDOT Temporary Use ROW Agreements (permits issued by the district to entities to occupy a portion of the ROW) *: Were concerns such as monitor wells or treatment systems identified within the ROW? For consultants: this information shall be supplied by TxDOT. If yes, explain:	
--	---	--

☐ Yes ☐ No ☒ Not Available	4.8 Review Notifications of Contamination to TxDOT*: (These are typically letters from TCEQ or third parties explaining the presence of contamination on TxDOT ROW): Were concerns regarding contamination of ROW from off-site sources identified? If yes, explain:	
--	--	--

* For consultants: these documents shall be supplied by TxDOT. If no information is supplied by TxDOT, then select Not Available.

Section 5: Complete a Regulatory Records Review (Database Search)

Select the appropriate box below:

☒ A Database search was conducted through a contracted service. Indicate in Section 5.1, and if applicable, Section 5.2, the regulatory records searched. Attach a complete copy of the database report (contractor's report deliverable) to the ISA.

☐ A Database search was conducted in-house. For in-house database searches, not all databases need to be reviewed, but at a minimum the databases listed in Section 5.1 marked in **bold with a star (*)** must be reviewed. Attach database records to the ISA that list potential issues. It is not necessary to include records of negative findings.



Report: Hazardous Materials Initial Site Assessment (ISA)

ITEM #17

Note: Use Section 5.1 to provide a synopsis of the total number of sites identified within the search distances for each regulatory record reviewed. No comments are required when no sites were identified, or the regulatory record was not reviewed. **Do not use Section 5.1 for detailed site discussions.**

Section 5.1 Standard Database Sources of Environmental Information from Government Agency Records

FEDERAL LISTINGS

Findings	Regulatory Record
☐ Sites Identified ☒ No Sites Identified	Federal Active NPL or Not NPL list (CERCLIS or SEMS sites)* https://cumulis.epa.gov/supercpad/CurSites/srchsites.cfm ; and/or https://www.epa.gov/cleanups/cleanups-my-community (1-mile minimum search distance from project limits)
Comments for Sites Identified:	
☐ Sites Identified ☒ No Sites Identified	Federal Archived NPL or Not NPL list (CERCLIS NFRAP or SEMSArch sites)* https://cumulis.epa.gov/supercpad/CurSites/srchsites.cfm (0.5-mile minimum search distance from project limits)
Comments for Sites Identified:	
☐ Sites Identified ☒ No Sites Identified ☐ Not Reviewed	US EPA Brownfield Properties https://www.epa.gov/cleanups/cleanups-my-community (0.5-mile minimum search distance from project limits)
Comments for Sites Identified:	
☐ Sites Identified ☒ No Sites Identified ☐ Not Reviewed	Federal RCRA Corrective Action (CORRACTS) list https://www.epa.gov/cleanups/cleanups-my-community , and/or http://www.epa.gov/enviro/ (1-mile minimum search distance from project limits)
Comments for Sites Identified:	
☐ Sites Identified ☒ No Sites Identified ☐ Not Reviewed	Federal RCRA non-CORRACTS Treatment Storage Disposal (TSD) facilities list http://www.envcap.org/statetools/tsdf/ and/or http://www.epa.gov/enviro/ (0.5-mile minimum search distance from project limits)
Comments for Sites Identified:	
☐ Sites Identified ☒ No Sites Identified ☐ Not Reviewed	Federal RCRA Generators http://www.epa.gov/enviro/ (existing/proposed ROW and adjoining properties)
Comments for Sites Identified:	
☐ Sites Identified ☒ No Sites Identified ☐ Not Reviewed	Federal ERNS (or Responses) https://www.epa.gov/cleanups/cleanups-my-community (existing/proposed ROW)
Comments for Sites Identified:	
STATE LISTINGS	
☒ Sites Identified ☐ No Sites Identified	TCEQ Industrial Hazardous Waste Corrective Action (IHWCA) sites only* http://www15.tceq.texas.gov/crpub/ (0.5-mile minimum search distance from project limits)
Comments for Sites Identified: One (1) IHWCA site was identified within 0.5 mile of the project limits. "Trencor" was mapped approximately 0.48 mile/2,540 feet southwest of the project limits at a lower elevation relative to the proposed project. An IHWCA investigation was initiated and completed in May 2009.	
☐ Sites Identified	TCEQ Superfund sites*



Report: Hazardous Materials Initial Site Assessment (ISA)

ITEM #17

☒ No Sites Identified	http://www15.tceq.texas.gov/crpub/ and/or https://www.tceq.texas.gov/remediation/superfund/sites/index.html (1-mile minimum search distance from project limits)
Comments for Sites Identified:	
☐ Sites Identified ☒ No Sites Identified	TCEQ Voluntary Cleanup Program (VCP) sites* http://www15.tceq.texas.gov/crpub/ (0.5-mile minimum search distance from project limits)
Comments for Sites Identified:	
☐ Sites Identified ☒ No Sites Identified ☐ Not Reviewed	TCEQ Innocent Owner/ Operator (IOP) sites http://www15.tceq.texas.gov/crpub/ (0.5-mile minimum search distance from project limits)
Comments for Sites Identified:	
☒ Sites Identified ☐ No Sites Identified	TCEQ registered petroleum storage tank lists (PST)* http://www15.tceq.texas.gov/crpub/ (existing/proposed ROW and adjoining properties)
Comments for Sites Identified: One (1) PST was identified within the project limits. "USACE Grapevine Project" was mapped approximately One (1) 1,000 gallon gasoline tank and one (1) 1,000 gallon diesel tank were installed in January 1960 and removed from the ground in March 1992.	
☒ Sites Identified ☐ No Sites Identified	TCEQ leaking petroleum storage tank remediation lists (LPST)* http://www15.tceq.texas.gov/crpub/ (0.5-mile minimum search distance from project limits)
Comments for Sites Identified: One (1) LPST site was identified within 0.5 mile of the project limits. "Scotts Silver Lake Marina" was mapped approximately 0.16 miles/861 feet northwest of the project limits at a lower elevation relative to the proposed project. An LPST Remediation ID Number was issued for the facility in 1998 and was assigned a priority code of 3.2 - "Impacted groundwater within 500 feet - 0.25 mile to surface water used by human or endangered species." The incident received regulatory closure in 2002.	
☐ Sites Identified ☒ No Sites Identified	TCEQ Dry Cleaners Remediation Only Database* (this entry is not for dry cleaner registration listings) http://www15.tceq.texas.gov/crpub/ (0.5-mile minimum search distance from project limits)
Comments for Sites Identified:	
☐ Sites Identified ☒ No Sites Identified	TCEQ Brownfield Assessment Program Properties http://www15.tceq.texas.gov/crpub/ (0.5-mile minimum search distance from project limits)
Comments for Sites Identified:	
☐ Sites Identified ☒ No Sites Identified	Active, Closed, and Abandoned solid waste landfill sites* (can be authorized, i.e. municipal, or unauthorized; listed as CALF, CLI, SWF/LF, or MSWLF) http://www.tceq.texas.gov/permitting/waste_permits/msw_permits/msw-data (0.5-mile minimum search distance from project limits)
Comments for Sites Identified:	
☐ Sites Identified ☒ No Sites Identified	Texas Railroad Commission (TRRC) VCP sites* https://www.rrc.texas.gov/oil-and-gas/environmental-cleanup-programs/site-remediation/voluntary-cleanup-program/ (0.5 mile minimum search distance from project limits)
Comments for Sites Identified:	
Section 5.2 List below other pertinent records reviewed such as local records and/or additional state records	
Record Source and Comments:	
Record Source and Comments:	

**Section 6: Complete a Project Site Survey**

Note: Do not document site survey concerns that were previously identified by the regulatory list search, by the Current and Past Land Use review, or both. In Section 6.1, describe the location and size of the concern. Attach site maps and photographs, as appropriate. If a Phase I ESA has been prepared for this project, you may use the applicable site survey information from the Phase I ESA and updated current site conditions, as needed.

Possible Site Survey Concerns: The following items are to be used as a guide to help identify potential hazardous material issues during a site survey.

- underground storage tanks
- aboveground storage tanks
- injection wells, cisterns, sumps, dry wells
- floor drains, walls stained by substances other than water or emitting foul odors
- stockpiling, storage of material
- surface dumping of trash, garbage, refuse, rubbish, debris half exposed/buried, etc.
- stained, discolored, barren, exposed or foreign (fill) soil
- oil sheen or film on surface water, seeps, lagoons, ponds, or drainage basins
- changes in drainage patterns from possible fill areas
- Dead animals (fish, birds, etc.)
- vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground
- electrical and transformer equipment storage or evidence of release
- groundwater monitoring wells and groundwater treatment systems
- vats, 55-gallon drums (labeled/unlabeled), canisters, barrels, bottles, etc.
- evidence of liquid spills
- damaged or discarded automotive or industrial batteries
- dead, damaged, or stressed vegetation
- pits, ponds, or lagoons associated with waste treatment or waste disposal
- security fencing, protected areas, placards, warning signs

Site Survey Date(s): 4/16/2023

6.1 Describe Concerns Observed During the Site Survey. Do not include concerns previously identified during the regulatory list search and the current and past land use reviews. Indicate if the concern is associated with existing ROW, proposed ROW, adjacent property, or easements. Provide address location (or relative location) and additional information about the evidence identified; include photographs as an attachment to the ISA.

Determine whether the feature discussed has the potential to impact the project.

Comments or Concerns Identified: None

Section 7: Interviews**Section 7.1 Were interviews conducted?** ☐ Yes ☒ No

Possible interviewees include local residents, TxDOT staff, fire department personnel, city or county department of health/environmental staff, city or county planning staff, TCEQ staff, TRRC staff, and current and former property owners or operators.

If one or more Phase I ESAs were prepared for this project, please use applicable interview information from the Phase I ESAs to help complete this section of the ISA.

Section 7.2 Interview Summary: Complete this section if interviews were conducted. Add additional rows as needed. Attach record of communications to the ISA.

Name:	Title:	Entity with:	Date:
-------	--------	--------------	-------

Describe potential concerns:

**Report: Hazardous Materials Initial Site Assessment (ISA)**

Name:	Title:	Entity with:	Date:
Describe potential concerns:			

Section 8: Hazardous Material Concerns

On the list below, indicate if a concern is resolved or unresolved. "Unresolved" indicates additional investigation or research is required. "Resolved" indicates the concern has been resolved during the preparation of this ISA. If a concern is "Unresolved" or "Resolved", include information to support these findings. If no concerns were identified, select "No Issue".

For additional information regarding scheduling considerations, internal/external coordination, and recommended practices for resolving hazmat issues please refer to TxDOT's *Environmental Tool Kit* website.

Contact TxDOT ENV Hazardous Material Management (HMM) for additional assistance.

8.1 Identify Type of Hazardous Material Concerns

Resolution	Type of Concern
☐ Unresolved ☐ Resolved ☒ No Issue	Current or Past Land Use Concerns: These concerns are associated with hazardous material issues identified in Section 4 that <u>were not discovered during the database search in Section 5.1 or during the Site Survey in Section 6.1.</u> Note: For ECOS IIR development, the Available Contaminated Media would be "Other".
Explain Unresolved and/or Resolved Issues:	
☐ Unresolved ☐ Resolved ☒ No Issue	Site Survey Concerns: These concerns are associated with hazardous material issues discovered following the completion of Section 6 that <u>were not previously discovered during the database search in Section 5.1 or during the current and past land use review in Section 4.</u> Note: For ECOS IIR development, the Available Contaminated Media would be "Other".
Explain Unresolved and/or Resolved Issues:	
☐ Unresolved ☐ Resolved ☒ No Issue ☐ N/A	Interview Concerns: These concerns are associated with hazardous material issues discovered during an interview listed in Section 7 , that <u>were not previously discovered during the database search in Section 5.1, during the current and past land use review in Section 4, or during the Site Survey in Section 6.1.</u> Note: For ECOS IIR development, the Available Contaminated Media would be "Other".
Explain Unresolved and/or Resolved Issues:	
☐ Unresolved ☒ Resolved ☐ No Issue	Non-LPST Source Contamination Concerns discovered during the database search: These are sites or locations that have a potential for soil and groundwater contamination and are not associated with LPST sites. Select below all that apply.
☐ Yes ☒ No	Database search identified Active SEMS, NPL or Not NPL site(s) within 1-mile of the project. This may be identified on a database search as a CERCLIS or NPL site.
☐ Yes ☒ No	Database search identified Archived SEMS, NPL or Not NPL site(s) within 0.5-miles of the project. This may be identified on a database search as a CERCLIS NFRAP.
☐ Yes ☒ No	Database search identified US Brownfields within 0.5-miles of the project.
☐ Yes ☒ No	Database search identified RCRA CORRACTS site within 1-mile of project.
☐ Yes ☒ No	Database search identified RCRA TSD facilities within 0.5-miles of project.
☒ Yes ☐ No	Database search identified TCEQ IHWCA sites within 0.5-mile of project.
☐ Yes ☒ No	Database search identified TCEQ Superfund sites within 1-mile of project.
☐ Yes ☒ No	Database search identified TCEQ VCP sites within 0.5-miles of project.
☐ Yes ☒ No	Database search identified TCEQ IOP sites within 0.5-miles of project.

**Report: Hazardous Materials Initial Site Assessment (ISA)**

	☐ Yes ☒ No	Database search identified TCEQ DCR Remediation sites within 0.5-mile of project.
	☐ Yes ☒ No	Database search identified TCEQ Brownfield sites within 0.5-mile of project.
	☐ Yes ☒ No	Other- If yes, describe:
	☐ Yes ☒ No	Uncertain of impacts from one or more Non-LPST sites or need more information. Request assistance from ENV.
Explain Unresolved and/or Resolved Issues: One (1) IHWCA site was identified within 1 mile of the project limits. This IHWCA investigation received regulatory closure from the TCEQ in May 2009. Therefore, this facility is not expected to impact the project.		
☐ Unresolved ☐ Resolved ☒ No Issue	Petroleum Storage Tanks (PSTs) Concerns discovered during the database search: PSTs are underground or aboveground storage tanks used to store fuel or other petroleum substances. Typically, these are found at gasoline and diesel refueling facilities. Select below all that apply.	
	☐ Yes ☐ No	ROW acquisition or partial acquisition of a parcel with one or more PSTs.
	☐ Yes ☐ No	Other- If yes, describe:
Explain Unresolved and/or Resolved Issues:		
☐ Unresolved ☒ Resolved ☐ No Issue	Leaking Petroleum Storage Tanks (LPSTs) Concerns discovered during the database search: LPSTs are PSTs that have caused or are suspected to have caused a release of fuel or other petroleum substances to the environment.	
	☐ Yes ☒ No	ROW acquisition or partial acquisition of a parcel with one or more LPSTs.
	☐ Yes ☒ No	One or more LPSTs are located within 0.25-miles of the project.
	☒ Yes ☐ No	Other- If yes, describe:
	☐ Yes ☒ No	Uncertain of impacts from one or more LPST sites or need more information. Request assistance from ENV.
Explain Unresolved and/or Resolved Issues: One (1) LPST site is located within 0.25 miles of the project. This LPST investigation received regulatory closure from the TCEQ. Therefore, this facility is not expected to impact the project.		
☐ Unresolved ☐ Resolved ☒ No Issue	Landfills/Waste Pits/Dump Site Concerns: These concerns are associated with known or suspected (based on visual observations) landfills, dump sites, or waste pits. These concerns may appear on a database search as CALF, CLI, SWF/LF or MSWLF site. Additionally, the local Council of Governments (COG) maintains a list of closed, abandoned, and active landfills in your project area. Select below all that apply.	
	☐ Yes ☐ No	Database search identified closed or abandoned (can be listed as CALF, CLI, or SWF/LF) landfill sites within 0.5-miles of the project.
	☐ Yes ☐ No	Database search identified active (can be listed as MSWLF, SWF/LF) landfill sites within 0.5-miles of the project.
	☐ Yes ☐ No	Other- If yes, describe:
	☐ Yes ☐ No	Uncertain of impacts or need more information. Request assistance from ENV.
Explain Unresolved and/or Resolved Issues:		
☐ Unresolved ☐ Resolved ☒ No Issue	Oil and Gas Activity Concerns: TxDOT is concerned with the acquisition of oil and gas wells (and ancillary equipment) such as process piping, production equipment, pipelines, etc. Select below all that apply.	
	☐ Yes ☐ No	Database search identified TRRC VCP Site within 0.5 miles of project.
	☐ Yes ☐ No	Oil/ Gas Wells within proposed ROW.
	☐ Yes ☐ No	Spills or other Contamination Issues associated with ancillary equipment or pipelines.

**Report: Hazardous Materials Initial Site Assessment (ISA)**

	☐ Yes ☐ No	Other- If yes, describe:
	☐ Yes ☐ No	Uncertain of impacts or need more information. Request assistance from ENV.
Explain Unresolved and/or Resolved Issues:		
8.2 Did the ISA identify Unresolved Hazardous Material concerns? ☒ No unresolved hazardous materials concerns were identified and/or all potential concerns were resolved within the ISA. No further hazardous materials action is required. The ISA is complete for this project. Unanticipated hazardous materials impacts encountered during the project construction phase shall be addressed in accordance with regulatory requirements and TxDOT standard specifications. Complete Sections 9 and 10 and maintain a copy of the ISA and all applicable attachments in the project file. ☐ Yes, the ISA identified one or more unresolved hazardous materials concerns requiring additional investigations or assessments. An Issues, Identification, and Resolution (IIR) form shall be created in ECOS to track the additional investigations and assessments. Complete Sections 9 and 10 and maintain a copy of the ISA and all applicable attachments in the project file. Note: Creating the IIR Form in ECOS is simply transferring each Unresolved issue.		



Section 9: ISA Attachments (attach selected reference materials used to prepare the ISA)

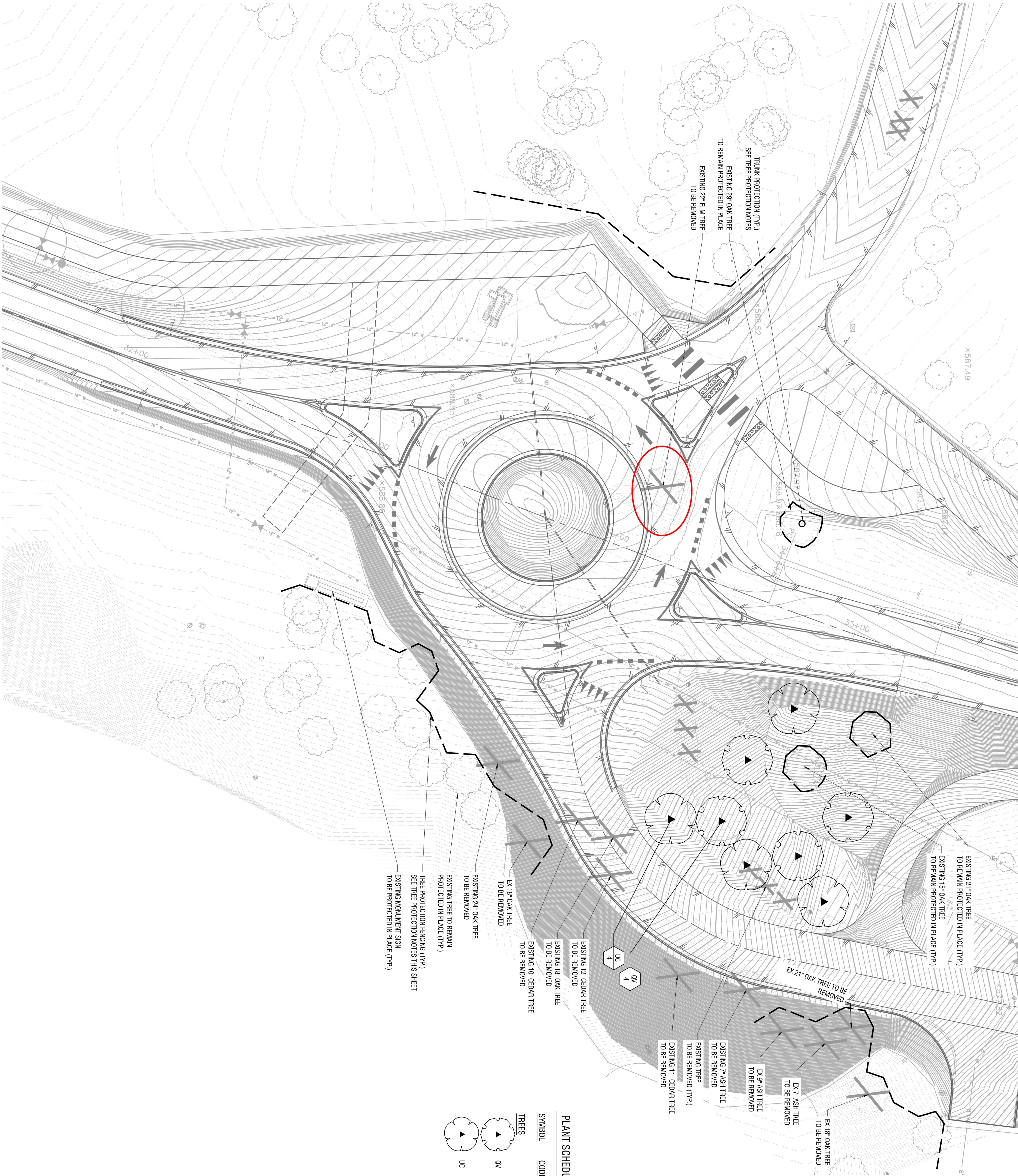
Note: Select the reference materials reviewed to prepare the ISA. Attach the reference materials reviewed unless the reference materials are found within ECOS for this project.

Referenced Materials Used	☒ Project Location Map	☒ USGS Topo Maps	☒ Aerial Photographs
	☒ Project Photographs	☒ Regulatory Database Report (complete report)	☐ Sanborn Fire Insurance Maps
	☒ Project Schematics/Profiles or PS&E	☐ ROW Maps/Files	☐ TxDOT As-Built Plans
	☐ Temporary Use Agreements	☐ Record of Interviews	☐ Notifications
	☐ Hazardous Materials Sites Map	☐ Other:	

Section 10: ISA Preparer

Name:	Thomas Kirby	Tel: 4696998517
Title:	Environmental Analyst	
Consultant Firm/ District Section:	Kimley-Horn (Dallas)	
Address:	13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240	Date Completed: 07/11/2023

The environmental review, consultation, and other actions required by applicable Federal environmental laws for TxDOT projects are being or have been carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9, 2019, and executed by Federal Highway Administration (FHWA) and TxDOT.



PLANT SCHEDULE				
SYMBOL	CODE	QTY	REMARKS	BOTANICAL NAME COMMON NAME SIZE
TREES				
	OV	4	FULL, STRAIGHT, SINGLE LEADER	QUERCUS VIRGINIANA SOUTHERN LIVE OAK 3" CAL., 16' HT., 6" SPR
	UC	4	FULL, STRAIGHT, SINGLE LEADER	ULMUS CRASSIFOLIA CEDAR ELM 3" CAL., 14' HT., 6" SPR

LEGEND

EXISTING CONTOUR LINE

PROPOSED CONTOUR LINE

TRUNK PROTECTION (TP) SEE TREE PROTECTION NOTES THIS SHEET

TREE PROTECTION FENCING (TP) SEE TREE PROTECTION NOTES THIS SHEET

EXISTING TREE TO REMAIN PROTECTED IN PLACE (TP)

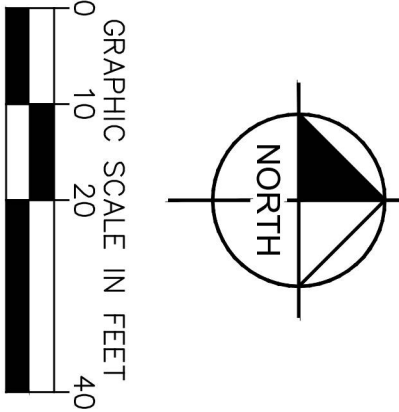
EXISTING TREE TO BE REMOVED (TP)

TREE PROTECTION NOTES:

1. PROTECTIVE TREE FENCING MUST REMAIN IN PLACE THROUGHOUT CONSTRUCTION, EXCEPT FOR TEMPORARY REMOVAL TO PERFORM REQUIRED WORK WITHIN TREE PROTECTION AREA. WORK WITHIN TREE PROTECTION AREA MUST BE DONE BY HAND WHENEVER POSSIBLE. NO HEAVY EQUIPMENT OR MATERIAL STORAGE WITHIN TREE PROTECTION AREA.

2. WORK IN CRZ (CRITICAL ROOT ZONE), MUST BE DONE BY HAND WHEN POSSIBLE. NO HEAVY EQUIPMENT OR MATERIAL STORAGE IS ALLOWED WITHIN CRZ OF PRESERVED TREES.

3. WHEN CONSTRUCTION IS UNDER THE DHP LINE OF A TREE, PROFESSIONAL ROOT PRUNING BY AN ISA CERTIFIED ARBORIST OR EQUIVALENT MUST BE COMPLETED PRIOR TO ANY SOIL DISTURBANCE.



811

Know what's below.
Call before you dig.

SHEET NUMBER C10.01	TREE MITIGATION PLAN	ROADWAY IMPROVEMENTS FOR FAIRWAY DR. CITY OF GRAPEVINE TARRANT COUNTY, TEXAS	KHA PROJECT 063096026			 © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 801 CHERRY STREET, UNIT 11 SUITE 1300 FORT WORTH, TX 76102 PHONE: 817-335-6511 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928				
			DATE APRIL 2024	SCALE:						
			DESIGNED BY: CHD							
			DRAWN BY: CHD							
			CHECKED BY: LKP							
							No.	REVISIONS	DATE	BY

LEGAL DESCRIPTION

BEING a 0.5141 acre (22,394 square foot) tract of land situated in the Morgan Hood Survey, Abstract No. 699 and the George Martin Survey, Abstract No. 1003, City of Grapevine, Tarrant County, Texas, and being part of that tract of land described in Declaration of Taking No. 3, filed August 25, 1948 in Condemnation Proceedings (Civil No. 1461) in the District Court of the United States for the Northern District of Texas, Fort Worth Division, and being designated as Tract No. A-1A for Grapevine Lake, and being more particularly described as follows:

COMMENCING at the easternmost corner of Lot 1, Block 1, Opryland Fourth Addition, an addition to the City of Grapevine according to the plat recorded in Instrument No. D211179935, Official Public Records, Tarrant County, Texas, and being a point in the northwest right-of-way line of State Highway No. 26 (a variable width right-of-way) (NAD 83 (Grid) N:7031212.87, E:2411560.45), from which a 5/8-inch iron rod found bears South 42°21'20" West, a distance of 45.14 feet, and from which a brass disk stamped "ACOE A-29" found for the easternmost north corner of said Lot 1 bears North 47°41'09" West, a distance of 175.65 feet (NAD 83 (Grid) N:7031331.11, E:2411430.58);

THENCE North 16°20'53" West, a distance of 1,120.43 feet to the **POINT OF BEGINNING** (NAD 83 (Grid) N:7032287.87, E:2411245.13);

THENCE North 20°55'37" East, a distance of 267.17 feet to a point for corner;

THENCE South 69°04'23" East, a distance of 110.00 feet to a point for corner, from which a brass disk stamped "ACOE A-26" found bears South 79°23'25" East, a distance of 1,031.67 feet (NAD 83 (Grid) N:7032308.18, E:2412457.18);

THENCE South 20°55'37" West, a distance of 140.00 feet to a point for corner;

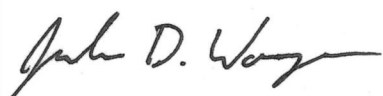
THENCE South 61°47'12" West, a distance of 168.14 feet to the **POINT OF BEGINNING** and containing 22,394 square feet or 0.5141 acres of land, more or less.

NOTES:

Bearing & coordinate system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the laydown area.

LAYDOWN AREA
MORGAN HOOD SURVEY
ABSTRACT NO. 699
& GEORGE MARTIN SURVEY
ABSTRACT NO. 1003
CITY OF GRAPEVINE
TARRANT COUNTY, TEXAS



REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	JDW	6/11/2025	063096026	1 OF 2

LEGEND

P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING
 BDF = BRASS DISK FOUND
 IRF = IRON ROD FOUND

TRACT NO. A-1A
 UNITED STATES OF AMERICA
 (CIVIL ACTION 1461)

P.O.B.

NAD 83 (Grid)
 N:7032287.87
 E:2411245.13

APPROXIMATE LOCATION
 OF 80' ROAD EASEMENT
 TRACT NO. 1
 NO. DACW63-2-56-0008

APPROXIMATE LOCATION
 OF 28' ROAD EASEMENT
 TRACT NO. 2
 NO. DACW63-2-56-0008

PROPOSED FAIRWAY
 DRIVE EASEMENT

0.5141 ACRES
22,394 SQ. FT.

TRACT NO. A-1A
 UNITED STATES OF AMERICA
 (CIVIL ACTION 1461)



BDF
 "ACOE A-26"
 NAD 83 (Grid)
 N:7032308.18
 E:2412457.18

LINE TABLE		
NO.	BEARING	LENGTH
L1	S42°21'20"W	45.14'
L2	N47°41'09"W	175.65'
L3	S69°04'23"E	110.00'
L4	S20°55'37"W	140.00'
L5	S61°47'12"W	168.14'

LOT 1, BLOCK 1
 OPRYLAND FOURTH ADDITION
 (INST.NO. D211179935)

BDF
 "ACOE A-29"
 NAD 83 (Grid)
 N:7031331.11
 E:2411430.58

RIGHT-OF-WAY EASEMENT
 TRACT A1A - PARCEL 3, PART 2
 (NO. DACW63-2-88-0586)

STATE HIGHWAY NO. 26
 (A VARIABLE WIDTH RIGHT-OF-WAY)

ROAD OR STREET EASEMENT
 FOR TEXAS HIGHWAY DEPT.
 (VOL. 3387, PG. 432)

P.O.C.

NAD 83 (Grid)
 N:7031212.87
 E:2411560.45

NOTES:

Bearing & coordinate system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the laydown area.

Joshua D. Wargo
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6391
 801 CHERRY STREET
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 josh.wargo@kimley-horn.com



LAYDOWN AREA
 MORGAN HOOD SURVEY
 ABSTRACT NO. 699
 & GEORGE MARTIN SURVEY
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 TARRANT COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	CRG	JDW	6/11/2025	063096026	2 OF 2

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: JULY 15, 2025

SUBJECT: INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR REHABILITATION AND RESURFACING OF ROLLING HILLS LANE

RECOMMENDATION: City Council to consider approval of an Interlocal Agreement for rehabilitation and resurfacing project on Rolling Hills Lane with Tarrant County.

FUNDING SOURCE: Funds are available in the Permanent Capital Maintenance Fund (Streets) in an estimated amount of \$85,000

BACKGROUND: The proposed Interlocal Agreement is a partnership that Tarrant County and the City have previously entered into for work on various city streets. Tarrant County has also entered into similar agreements with neighboring cities.

Under the terms of the agreement, Tarrant County will provide labor and equipment for the rehabilitation and resurfacing activities. The City will pay for materials, one-half of fuel costs, traffic control and other miscellaneous items for the rehabilitation of:

Rolling Hills Lane from Pool Road to the cul-de-sac (approximately 1,000 linear feet).

Staff recommends approval

THE STATE OF TEXAS**INTERLOCAL AGREEMENT****COUNTY OF TARRANT**

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Grapevine ("CITY").

WHEREAS the CITY is requesting the COUNTY's assistance to:

- Rehabilitate and Resurface **Rolling Hills Lane** located within the City of Grapevine and Tarrant County Commissioner Precinct #3 from Pool Road to Cul-de-Sac (Approximately 1000 linear feet).

Collectively, hereinafter referred to as the "**Project**".

WHEREAS the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties.
- b. This Agreement will benefit the public.
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement.
- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- Rehabilitate and Resurface **Rolling Hills Lane** located within the City of Grapevine and Tarrant County Commissioner Precinct #3 from Pool Road to Cul-de-Sac (Approximately 1000 linear feet).

2. CITY RESPONSIBILITY

- 2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.
- 2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.
- 2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.
- 2.4 The CITY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.
- 2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.
- 2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.
- 2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.
- 2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.
- 2.9 The CITY will provide the material to backfill the pavement edges for this project.
- 2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor, and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the

plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION

This Agreement will automatically terminate on either December 31, 2025, or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

11. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, COUNTY and CITY must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. COUNTY and CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

12. EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

TARRANT COUNTY, TEXAS

CITY OF SOUTHLAKE

Tim O'Hare
County Judge

Bruno Rumbelow
City Manager

Date: _____

Date: _____

Matt Krause
Commissioner, Precinct 3

Bryan Beck
Director of Public Works

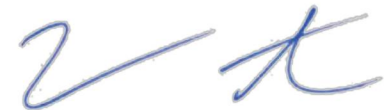
Date: _____

Date: _____

Attest:

APPROVED AS TO FORM*

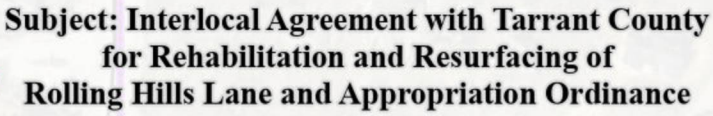
APPROVED AS TO FORM AND LEGALITY



Criminal District Attorney's Office*

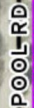
City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



 Proposed Work

Prepared for July 15th, 2025
Council Meeting



BARBERRY RD

ROLLING HILLS LN

MARSH LN

WINTER GREEN-TERT

HIGH-TIMBER-DR-

HIGH
RIDGE
DR

HIGH
MESA
CT

HIGH
CLIFF
DR DR



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: JULY 15, 2025

SUBJECT: INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR REHABILITATION AND RESURFACING OF REDBUD LANE

RECOMMENDATION: City Council to consider approval of an Interlocal Agreement for a rehabilitation and resurfacing project on Redbud Lane with Tarrant Country

FUNDING SOURCE: Funds are available in the Utility Enterprise Fund in an estimated amount of \$85,000

BACKGROUND: The proposed Interlocal Agreement is a partnership that Tarrant County and the City have previously entered into for work on various city streets. Tarrant County has also entered into similar agreements with neighboring cities.

Under the terms of the agreement, Tarrant County will provide labor and equipment for the rehabilitation and resurfacing activities. The City will pay for materials, one-half of fuel costs, traffic control, and other miscellaneous items for the rehabilitation of:

Redbud Lane, from North Dooley Street to Silverside Drive (approximately 1,115 linear feet).

This road was to be repaired by Douglas Dailey Construction, LLC as part of the I&I Utility Project being done in the neighborhood. This pavement repair is to be removed from the contractor's scope and will provide funding for this pavement repair interlocal agreement with the County.

Staff recommends approval

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas (“COUNTY”), and the City of Grapevine (“CITY”).

WHEREAS the CITY is requesting the COUNTY’s assistance to:

- Rehabilitate and Resurface **Redbud Lane** located within the City of Grapevine and Tarrant County Commissioner Precinct #3 from North Dooley Street to Silverside drive (Approximately 1,115 linear feet).

Collectively, hereinafter referred to as the “**Project**”.

WHEREAS the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties.
- b. This Agreement will benefit the public.
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement.
- e. Both parties acknowledge that they are each a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- Rehabilitate and Resurface **Redbud Lane** located within the City of Grapevine and Tarrant County Commissioner Precinct #3 from North Dooley Street to Silverside drive (Approximately 1,115 linear feet).

2. CITY RESPONSIBILITY

- 2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.
- 2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.
- 2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.
- 2.4 The CITY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.
- 2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.
- 2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.
- 2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.
- 2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.
- 2.9 The CITY will provide the material to backfill the pavement edges for this project.
- 2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor, and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the

plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

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TARRANT COUNTY, TEXAS

CITY OF GRAPEVINE

Tim O'Hare
County Judge

Bruno Rumbelow
City Manager

Date: _____

Date: _____

Matt Krause
Commissioner, Precinct 3

Bryan Beck
Director of Public Works

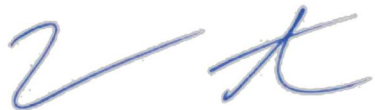
Date: _____

Date: _____

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY



Criminal District Attorney's Office*

City Attorney

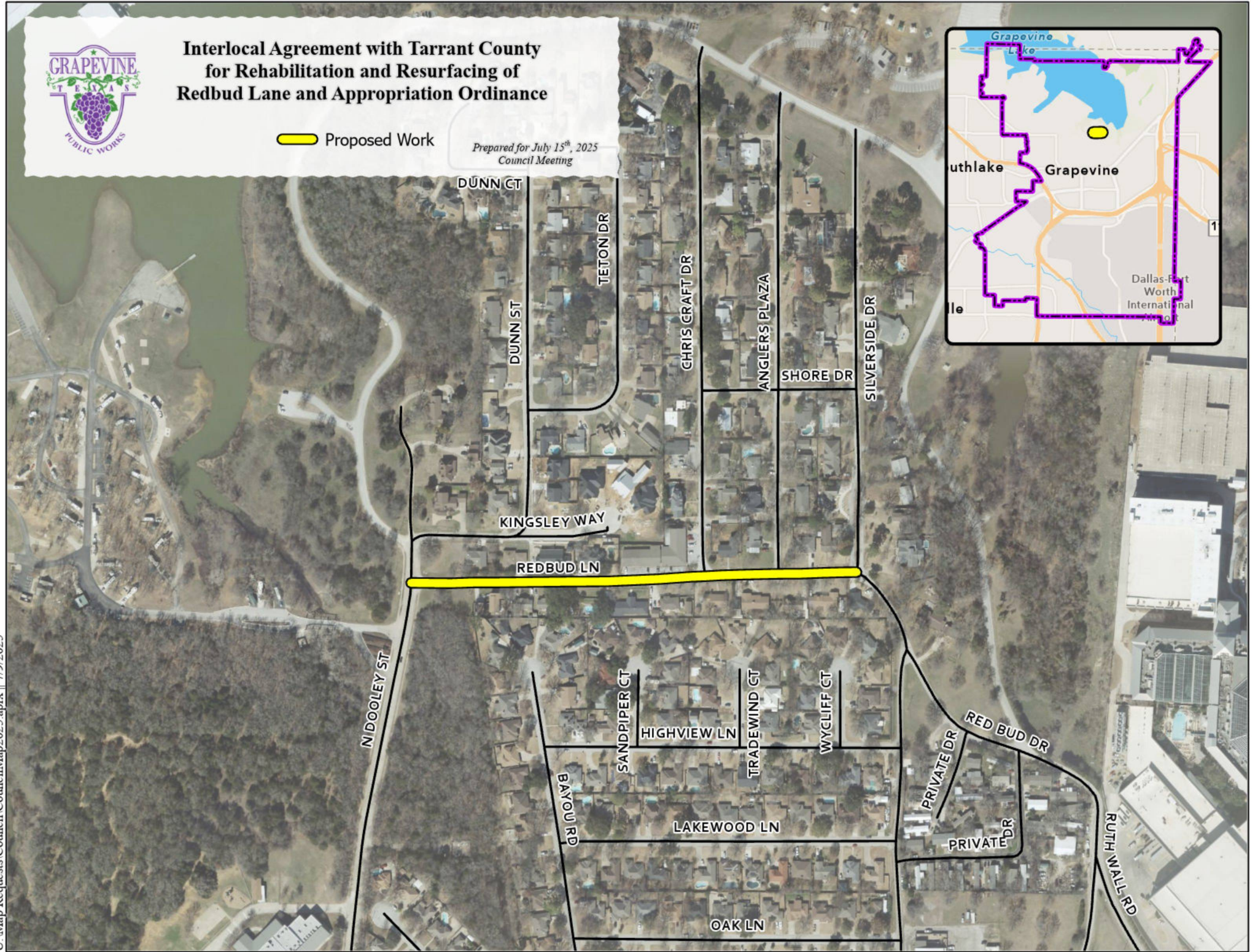
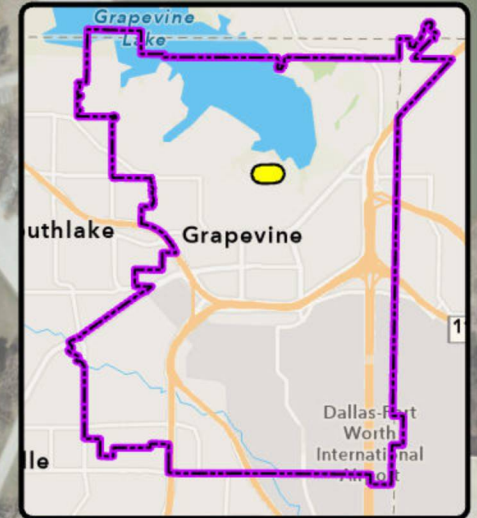
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Interlocal Agreement with Tarrant County for Rehabilitation and Resurfacing of Redbud Lane and Appropriation Ordinance

 Proposed Work

Prepared for July 15th, 2025
Council Meeting



Previously approved CU06-16 (Black)
Approved with CU25-14/ PD25-02 (Green)

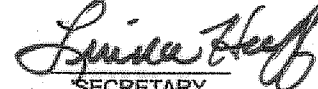


Designed by:	W.A.S.	△		
Drawn by:	H.M.H.	△		
Checked by:	H.M.H.	△		
Approved by:	W.A.S.	△		
Scale:	1" = 30'	△		
Date:	04/03/06	△		
Job No.:	L4904	△		
File:	LSP	No	Date	Revision
				By

WILLIAM A. STUBBER
 TX REG. #54056

CASE NAME: L A FITNESS
CASE NUMBER: CU06-18
LOCATION: 3200 GRAPEVINE MILLS PK


MAYOR


SECRETARY

DATE: 5/16/06


CHAIRMAN

DATE: 5/16/06

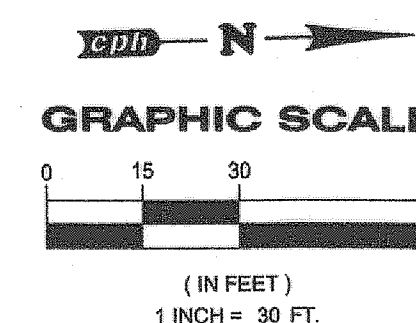
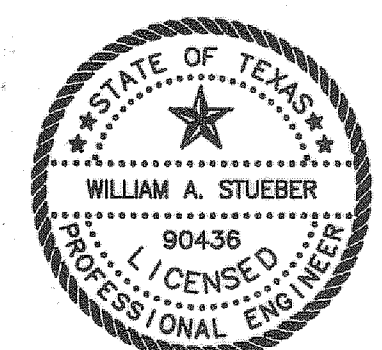
SHEET: 10 OF 14

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

DEPARTMENT OF RECREATION SERVICES

BENCHMARK:
G.P.S. MONUMENT NO. 7 IN UNITED STATES GOVERNMENT WEATHER STATION,
500' NORTH OF THE INTERSECTION OF HIGHWAY 26, & FAIRWAY DRIVE, 200' EAST
OF THE CORPS OF ENGINEERS LAKE OFFICE.
ELEVATION = 885.77'

BENCHMARK INFORMATION PROVIDED BY THE CITY OF GRAPEVINE.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM A. STUEBER, P.E. 90436 ON 03/31/2006 . ALTERATION OF A SEALED DOCUMENT TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

NOTICE
THE SIZE OF THIS PLAN MAY HAVE BEEN SLIGHTLY ALTERED BY REPRODUCTION PROCESSES. THIS MUST BE CONSIDERED WHEN SCALING ANY REPRODUCED PLAN FOR THE PURPOSE OF COLLECTING DATA.

**FOR REVIEW
FOR PERMITTING PURPOSES
NOT FOR CONSTRUCTION**

**LANDSCAPE PLAN
(LA FITNESS)**

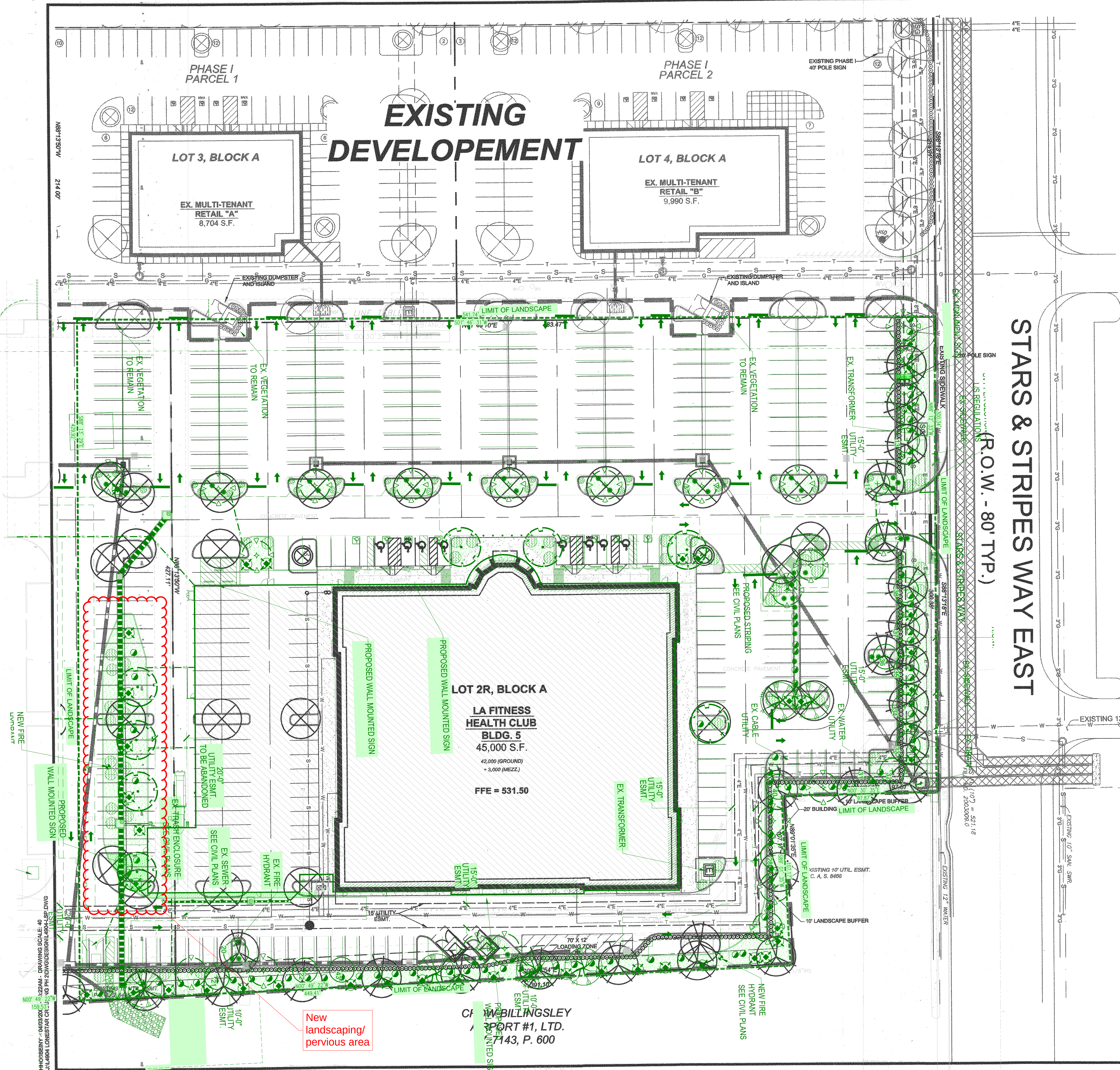
**LONE STAR CROSSING
PHASE II**

N.E.C. S.H. 121 & F.M. 2489
GRAPEVINE, TARRANT COUNTY, TEXAS

Sheet No.

L-1B

CU06-16 1A-14



1251, 1255, 1265, 1285, 1295 & 1300 S Main St

Zoning Compliance with Future Land Use & Proposed Land Use

OWNER: Hartnett Commercial, Kensington Realty, DOOW, GFC Leasing,
Epicentre Mi Dia & B&G Properties (address owners respectively)

ZONING: Site Plan

FUTURE LAND USE: Commercial

ZONING COMPLIANCE WITH FUTURE LAND USE: No

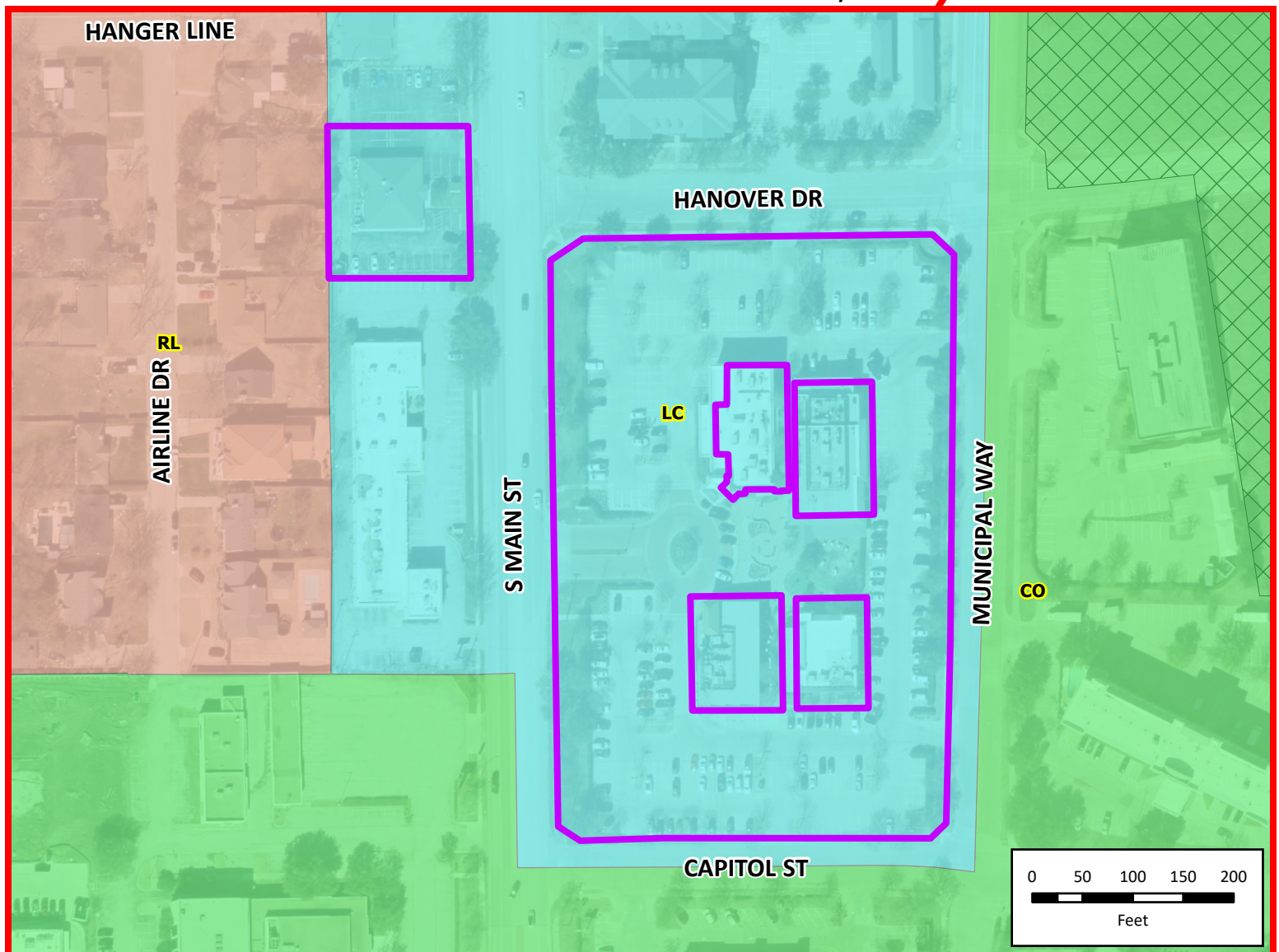
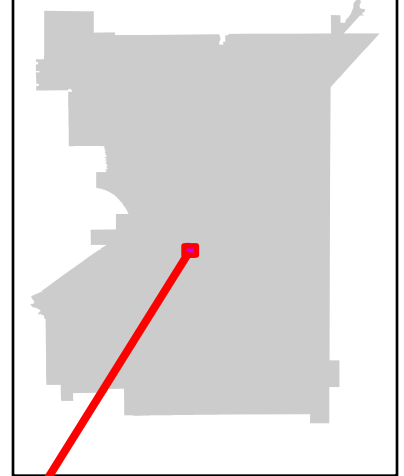
PROPOSED FUTURE LAND USE: Low Intensity Commercial

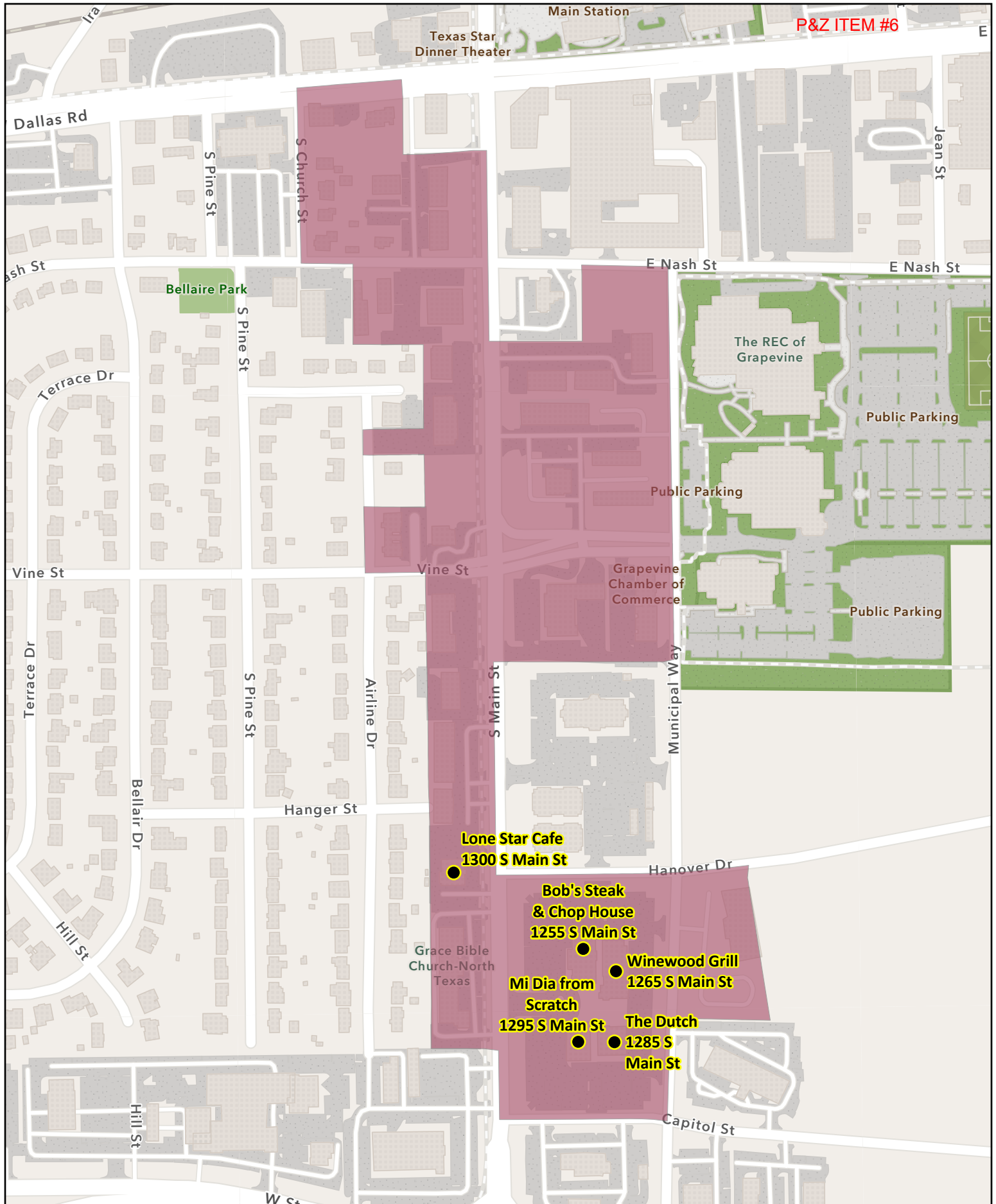
ZONING COMPLIANCE WITH PROPOSED FUTURE LAND USE: Yes

Proposed Future Land Use

- | | |
|--|---|
|  Parcels of Interest |  CO - Commercial |
|  Grapevine City Limits |  LC - Low Intensity Commercial |
| |  RL - Residential Low Density |

INSET MAP





Professional Office Zoning District & Restaurants Overlay

Restaurants

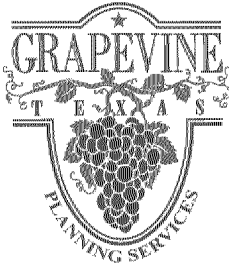
Professional Office District

0 125 250 375 500

Feet

* 1251 S Main St is parcel address for 1255, 1265, 1285 & 1295 S Main St

MAP DATE: 7/3/2025



CITY OF GRAPEVINE, TEXAS
REGULAR JOINT MEETING OF CITY COUNCIL AND
PLANNING AND ZONING COMMISSION MINUTES
TUESDAY, JUNE 17, 2025

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

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 17TH day of June 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
Kirby Kercheval	Member
Wayne Jonson	Alternate
Mark Assaad	Alternate

With no members absent, constituting a quorum. The following City Staff were present:

Erica Marohnic	Planning Services Director
Albert Triplett	Planner II
Lindsay Flores	Planner I
Ashlee Mosley	Planning Technician

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

1. Invocation and Pledge of Allegiance:

JOINT PUBLIC HEARINGS

2. **CU25-16; AC Hotel** – submitted by Type-Six for property located at 1701 State Highway 26, platted as Block 1, Lot 1A2-1, Bluffs at Grapevine Addition. The applicant is requesting a conditional use permit to amend the previously approved site plan CU19-16 (Ord. 2019-037) to allow for a multi-brand hotel complex (Renaissance, Element, and A.C. Hotel) with on-premise alcohol beverage sales (beer, wine, and mixed beverages), outdoor dining, and outdoor

speakers, minor site plan and elevation changes to the previously approved Hilton Garden Inn, and minor site plan and elevation changes to the previously approved office building. This request is specifically to allow the possession, storage, retail sales of on- and off- premise consumption of alcoholic beverages (beer, wine and mixed beverages) and outdoor speakers in conjunction with one, five-story hotel with 200 rooms, and to exceed the maximum building height of 50 feet in a “CC”, Community Commercial District. The subject site is owned by Newcrest Image

The Commission and Council received a report from staff and held the public hearing. Property owner, Mehul Patel, presented and answered questions.

3. **CU25-14/ PD25-02; Floor & Décor** – submitted by Floor and Décor Outlets of America, Inc. for property located at 3200 Grapevine Mills Parkway, proposed to be platted as Block A, Lot 2R-AB, Grapevine Vineyard Addition. The applicant was previously approved for a conditional use permit CU06-16 (Ord. 2006-35) for a planned commercial center to allow the development of a 45,000-square-foot fitness/ workout center. This request is specifically to allow a 60,378-square-foot retail store for building materials and supplies and a planned development overlay (PD25-02) to deviate from, but not be limited to, a reduction in the minimum open space requirement and an increase to the maximum impervious surface requirement, Section 25, “CC”, *Community Commercial District*, F. *Density Requirements* of the Comprehensive Zoning Ordinance, No. 82-73. The property is zoned “CC”, Community Commercial District and is owned by Victory Shops Grapevine Mills, LLC.

The Commission and Council received a report from staff and held the public hearing. Applicant, Caitlin Pipkin, presented and answered questions.

4. **CU25-19; Walmart EV Chargers** - submitted by Kimley-Horn for property located at 1601 West State Highway 114, platted as Block 1, Lot 2, Wal-Mart Addition. The applicant was previously approved for a conditional use permit CU23-01 (Ord. 2023-009) to add two metal storage containers for the purpose of storing new parts and landscape equipment for on- and off-site Walmart facility management. This request is specifically to add six (6), Level 3 electric vehicle (EV) charging stations. The property is zoned “CC”, Community Commercial District and is owned by Walmart EV Charging, LLC.

The Commission and Council received a report from staff and held the public hearing. Applicant, Erick Jeon, presented and answered questions.

5. **CU25-23; The Dutch** - submitted by Texas Liquor License for property located at 1285 South Main Street, platted as Block 1, Lot 1A, Epicentre at Grapevine. The applicant was previously approved for a conditional use permit CU06-56 (Ord.

2006-89) to allow for the possession, storage, retail sale and on-premise consumption of alcoholic beverages (beer, wine, and mixed beverages) in conjunction with a restaurant. This request is specifically to modify the existing floor plan, change exterior elevations and to allow for the possession, storage, retail sale and on- and off-premise consumption of alcoholic beverages (beer, wine, and mixed beverages) in conjunction with a restaurant. The property is zoned "PO", Professional Office District and is owned by 1285 Main Grapevine, LLC.

The Commission and Council received a report from staff and held the public hearing. Applicant, Noti Krasniqi, presented and answered questions.

6. **CU25-24; Stella Café** - submitted by Stella To Go, LLC for property located at 603 South Main Street, Suite 303, platted as Block 15, Lot C, Original Town of Grapevine. The applicant was previously approved for a conditional use permit CU19-19 (Ord.2019-039) to allow for the possession, storage, retail sales and on- and off-premise consumption of alcoholic beverages (beer and wine only) and outside dining in conjunction with a restaurant. This request is specifically to modify the existing floor plan and to allow for the possession, storage, retail sales, and on-premise consumption of alcoholic beverages (beer, wine, and mixed beverages) and outside dining in conjunction with a restaurant. The property is zoned "CBD", Central Business District and is owned by Grape Office, LLC.

The Commission and Council received a report from staff and held the public hearing. Applicant, Paola Pedrignani, 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 **8:42 p.m.**

7. CITIZEN COMMENTS

No one spoke during citizen comments.

OLD BUSINESS

None.

NEW BUSINESS

8. Conditional Use Permit CU25-16 (AC Hotel) - Consider the application and make a recommendation to City Council.

The Commission discussed this item.

Motion was made to **approve** conditional use request **CU25-16** (AC Hotel):

Motion: Hutton
Second: Hotelling
Ayes: Oliver, Tiggelaar, Parker, Roberts, Kercheval
Nays: None
Approved: 7-0

9. Conditional Use Permit CU25-14/PD25-02 (Floor & Decor) - Consider the application and make a recommendation to City Council.

The Commission discussed this item.

Motion was made to **approve** conditional use request **CU25-14** (Floor & Decor) with the condition that the thirty-one excess parking spaces be converted into visible open spaces, not including the parking at the back of the property:

Motion: Hutton
Second: Parker
Ayes: Oliver, Hotelling, Tiggelaar, Roberts, Kercheval
Nays: None
Approved: 7-0

Motion was made to **approve** planned development request **PD25-02** (Floor & Decor):

Motion: Kercheval
Second: Hotelling
Ayes: Oliver, Hutton, Tiggelaar, Parker, Roberts
Nays: None
Approved: 7-0

10. Conditional Use Permit CU25-19 (Walmart EV Chargers) - Consider the application and make a recommendation to City Council.

The Commission discussed this item.

Motion was made to **approve** conditional use permit **CU25-19** (Walmart EV Chargers):

Motion: Tiggelaar
Second: Parker
Ayes: Oliver, Hotelling, Hutton, Roberts, Kercheval
Nays: None
Approved: 7-0

11. Conditional Use Permit CU25-23 (The Dutch) – Consider the application and make a recommendation to City Council.

The Commission discussed this item.

Motion was made to **approve** conditional use request **CU25-23** (The Dutch):

Motion: Kercheval
Second: Roberts
Ayes: Oliver, Hotelling, Hutton, Tiggelaar, Parker
Nays: None
Approved: 7-0

12. Conditional Use Permit CU25-24 (Stella Café) – Consider the application and make a recommendation to City Council.

The Commission discussed this item.

Motion was made to **approve** conditional use request **CU25-24** (Stella Café) with the condition that the outdoor seating be limited to a total of fourteen (14) seats:

Motion: Hutton
Second: Tiggelaar
Ayes: Oliver, Hotelling, Tiggelaar, Parker, Kercheval
Nays: None
Approved: 7-0

13. Consider the minutes of the May 20, 2025 Regular Planning and Zoning Commission meeting.

The Commission discussed this item.

Motion was made to **approve** the minutes of the May 20, 2025 Planning and Zoning Commission meeting:

Motion: Parker
Second: Hotelling
Ayes: Oliver, Hutton, Tiggelaar, Roberts, Kercheval

Nays: None
Approved: 7-0

The Commission discussed the possible amendments to the Zoning Ordinance relative to condominiums and brownstones (AM22-02). Chair Oliver briefed the Commission on the June 10, 2025 Subcommittee discussion. The Commission discussed adding language to restrict BR Brownstone Residential District zoning to the Transit District.

Adjournment

Motion was made to adjourn the meeting at **9:02 p.m.**

Motion: Hutton
Second: Tiggelaar
Ayes: Oliver, Hotelling, Parker, Roberts, Kercheval
Nays: None
Approved: 7-0

PASSED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF GRAPEVINE, TEXAS ON THIS 17TH DAY OF JULY 2025.

APPROVED:

CHAIRMAN

ATTEST:

PLANNING TECHNICIAN