



CITY OF GRAPEVINE, TEXAS  
REGULAR CITY COUNCIL MEETING AGENDA  
TUESDAY, NOVEMBER 6, 2018

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

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

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**CALL TO ORDER: 6:30 p.m.** - City Council Chambers

**EXECUTIVE SESSION:**

1. City Council to recess to the City Council Conference Room to conduct a closed session relative to:
  - A. Consultation with and legal advice from the City Attorney regarding pending litigation (Morrissey, et al. v. Grapevine – Cause No. 348-303736-18), pursuant to Section 551.071, Texas Government Code.
  - B. Real property relative to deliberation to the purchase, exchange, lease, sale or value of real property (City property, Public Works, 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: Mayor Pro Tem Darlene Freed
3. Posting of the Colors and Pledges of Allegiance: Boy Scout Troop 4

## CITIZEN COMMENTS

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

## PRESENTATIONS

5. Grapevine Chamber of Commerce to present Chamber update.
6. City Secretary's Office departmental update.

## NEW BUSINESS

7. Consider **Ordinance No. 2018-001** amending Code of Ordinances Chapter 6, Animals and Fowl, and take any necessary action. This item was tabled at the January 16, 2018 regular City Council meeting.
8. Consider amending the fee schedule associated with the Code of Ordinances Chapter 6, Animals and Fowl, and take any necessary action.
9. Consider **Ordinance No. 2018-085** amending the Code of Ordinances Chapter 16, Parks and Recreation for parks, lake parks and facilities, and take any necessary action.

## 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.

10. Consider renewal of annual contracts with Aetna Inc. and Group Administrative Concepts for post-65 retiree health insurance. Chief Financial Officer recommends approval.
11. Consider **Resolution No. 2018-080** authorizing the purchase of fire protection hoods from Casco Industries, Inc. Fire Chief recommends approval.
12. Consider **Resolution No. 2018-081** authorizing an interlocal cooperation agreement between the City of Grapevine and other local governments to provide mutual aid animal control services in the event of an emergency or disaster. Police Chief recommends approval.

13. Consider the award of an informal request for quote for fiber conduit from Terry-Durin Company. Public Works Director recommends approval.
14. Consider the renewal of an annual contract with BIS Consulting for dedicated server hosting for the Public Works Department. Public Works Director recommends approval.
15. Consider the minutes of the October 16, 2018 Regular City Council meeting. City Secretary recommends approval.

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

### ADJOURNMENT

In accordance with the Open Meetings Law, Texas Government Code, Chapter 551, I hereby certify that the above agenda was posted on the official bulletin boards at Grapevine City Hall, 200 South Main Street and on the City's website on November 2, 2018 by 5:00 p.m.

  
Tara Brooks  
City Secretary



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

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

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

**MEETING DATE:** NOVEMBER 6, 2018

**SUBJECT:** APPROVAL OF PROPOSED AMENDMENTS TO CHAPTER 6, ANIMALS AND FOWL, CODE OF ORDINANCES

**RECOMMENDATION:** City Council to consider an ordinance approving amendments to Chapter 6, Animals and Fowl of the City Code of Ordinances and take any necessary action.

**FUNDING SOURCE:** Funding for service changes have been budgeted through the Animal Services operating budget (100-42200-209-005 & 100-42281-209-005).

**BACKGROUND:** On Tuesday, December 5, 2017, at the Regular City Council Meeting, a presentation was made regarding changes to Chapter 6, Animals and Fowl, of the City's Code of Ordinances. As part of the presentation, a number of the more significant changes to the ordinance were discussed.

Changes were made to the proposed version of Chapter 6 of the Code of Ordinances, bringing it into alignment with Council's direction.

Staff recommends approval.

ORDINANCE NO. 2018-001

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

WHEREAS, the City wishes to update the Grapevine Code of Ordinances, Chapter 6, Animals and Fowls; and

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

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

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

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

Section 2. That Chapter 6, Animals and Fowl, is hereby repealed in its entirety and shall be replaced to read as follows:

**CHAPTER 6 - ANIMALS AND FOWL**

**ARTICLE I. - IN GENERAL**

**Sec. 6-1. - Definitions.**

When used in this chapter, the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

*Abandon:* Shall mean to abandon, dump, desert, strand, or leave any animal in the person's custody on/in public or private property without making reasonable arrangements for assumption of custody by another person; it shall also mean failing to properly redeem any animal impounded or quarantined by the City.

*Adoption:* The transfer of ownership from the City to a person or organization deemed suitable for the care, custody, and control of an animal.

*Animal:* Any living, nonhuman creature, including but not limited to any stray or feral cat or dog or wild living creature.

*Animal Services Manager:* The supervisor of Animal Services, or the supervisor's designee, who meets all the requirements of an Animal Services Officer.

*Animal Services Officer:* Enforcement officer for animal care and control within the City who meets all the requirements to be an animal control officer as defined and described in the Health and Safety Code, Chapter 829.

*Animal Services:* The City operated division for impounding and caring for animals held under the authority of this chapter.

*At large:* An owned animal not kept within an enclosure or fenced area or restrained by a leash of sufficient strength and length to control the actions of said animal.

*Cat:* Animal of the feline species, both male and female.

*Chief of Police:* The Chief of Police of the City of Grapevine.

*Circus:* For the purposes of this chapter, a commercial variety show featuring animal acts for public entertainment.

*City:* The City of Grapevine, Texas.

*Commercial animal establishment:* Any pet shop, animal auction, riding school or stable, zoological park, circus, recurring animal exhibition or commercial kennel.

*Commercial kennel:* Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling dogs and cats.

*Dangerous dog:* A dog that:

- (1) Commits unprovoked acts, in a place other than an enclosure in which the dog was being kept and which was reasonably certain to prevent the dog from leaving on its own, and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (2) Makes an unprovoked attack on a person, domestic animal, or livestock that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and which was reasonably certain to prevent the dog from leaving on its own; or
- (3) Is suspected of being a dangerous dog, if the owner, keeper or harbinger of such dog fails or refuses to make such dog available for inspection by an Animal Services Officer.

Provided, however, the term dangerous dog shall not mean a dog accused of any behavior described in this definition that occurs as a result of a trespass upon the property of the owner or harbinger of the accused dog.

*Department:* The Grapevine Police Department.

*Dog:* Animal of the canine species, both male and female.

*Domestic animal:* Includes all species of animals commonly and universally accepted as being domesticated.

*Estray:* Any stray livestock.

*Fee Schedule:* A list of fees associated with the services provided by Animal Services. This includes, but is not limited to, adoption fees, owner reclaim fees, and quarantine fees.

*Fowl:* A bird of the order Galiformes, which can be used as food. This term includes but is not limited to the common domesticated chicken, duck, geese, turkey, quail, dove, and pheasant.

*Harbor:* The act of keeping and caring for an animal or of providing a premises to which the animal returns for food, shelter or care for a period of at least three days.

*Harborer:* One who harbors an animal.

*Known propensity:* Any animal with a natural inclination, tendency or disposition.

*Local Rabies Control Authority:* The Animal Services Manager is hereby designated as the local rabies control authority in accordance with requirements listed in the Texas Health and Safety Code. In the absence of the Animal Services Manager, the officer temporarily serving in that capacity shall assume the duties and responsibilities of the local rabies control authority.

*Livestock:* Any farm animal regarded as an asset, including cattle, horses, mules, asses, sheep, goats, llamas, alpacas, and exotic livestock as defined by Agriculture Code Sec. 142.001, as amended, including elk and elk hybrids, and hogs.

*Microchip:* A passive electronic device that is injected into an animal, subcutaneously, by means of a hypodermic type syringe device which contains a unique and original number that is read by an electronic scanning device for purposes of identification and recovery by the animal's owner or harbinger.

*Municipal court or court:* The Municipal Court of the City of Grapevine, Texas.

*Off-Leash Dog Park:* The confines of a fenced recreation area that is owned or operated by the City of Grapevine and designated as an area for off-leash canines.

*Owned:* Having ownership or custody or control of or harboring or keeping an animal.

*Owner:* Any person owning, keeping or having custody or control of, or who has right of property in, an animal.

*Pet animals:* Any animal kept for pleasure rather than utility and shall include dogs, cats, rabbits, rodents, birds, reptiles and any other species of animal which is sold or retained as household pets, but shall not include skunks, nonhuman primates, and any other species of wild, exotic or carnivorous animal that may be further restricted in this chapter.

*Pet shop:* Any establishment owned and operated by a person, corporation or association, whether operated separately or in connection with another business enterprise, except for a commercial kennel, that buys, sells, boards or grooms any species of animal.

*Stray animal:* Any unowned animal, for which there is no identifiable owner or harborer, which is found to be at large within the incorporated limits of the City.

*Unprovoked conduct:* Means conduct that is not:

- (1) In response to being tormented, abused, or assaulted by any other person or animal; or
- (2) In response to pain or injury; or
- (3) In protection of itself, its food, kennel, immediate territory, or nursing offspring.

*Wild animal:* Includes all species of animals which exist in a natural, unconfined state and are usually undomesticated.

*Zoological park:* Any facility, other than a pet shop or kennel, displaying or exhibiting one or more species of non-domesticated animals, operated by a person, partnership, corporation or government agency.

**Sec. 6-2. - Livestock and Fowl.**

(a) It shall be unlawful for any person to keep or harbor any livestock within the limits of the City in any pen, stable, shed or other enclosure at a distance of less than 50 feet from any residence, business, commercial establishment, office, school, hospital or nursing home. This 50-foot requirement does not apply to the livestock owner's residence, business, commercial establishment or office.

(b) It shall be unlawful for any person to keep or harbor any livestock within the limits of the City, where there is less than 20,000 square feet for each cattle and 10,000 square feet for all other types of livestock.

(c) It shall be unlawful for any person to allow livestock within 50 feet of any dwelling used for human habitation other than the owner's dwelling.

(d) It shall be unlawful for any person to keep or harbor any fowl within the City in any pen, shed, coop or enclosure, if any part of such enclosure or structure is within 50 feet of any residence, business or commercial establishment or office (other than the owner's), school, hospital or nursing home.

(e) It shall be unlawful for any owner of any animal to maintain yards, pens, kennels, stables, sheds, coops or other enclosures in which such animals are confined in such a manner as to emit odors offensive to any person's ordinary sensibilities residing in the vicinity, or to breed or attract flies, mosquitoes or other noxious insects or rodents, or in any manner to endanger the public health, safety or welfare, or to create a public nuisance.

(f) Manure and droppings shall be removed from pens, kennels, stables, yards, coops and other enclosures regularly and handled or disposed of in such a manner as to keep the premises free of any nuisance.

(g) Mound storage of droppings of manure between such removals shall be permitted, only under such conditions as to protect against the breeding of flies, rodents and to prevent the migration of fly larvae (maggots) into the surrounding soil.

(h) The feeding of vegetables, meat scraps, or garbage to livestock shall be done only in impervious containers or on an impervious platform.

(i) Watering troughs or tanks shall be provided, which shall be equipped with adequate facilities for draining the overflow so as to prevent the breeding of flies, mosquitoes or other insects.

(j) No putrescible material shall be allowed to accumulate on the premises; all such material used to feed, which is unconsumed, shall be removed and disposed of by burial or other sanitary means.

(k) No changes in zoning or new construction on contiguous or adjacent property shall cause any uses or structures existing prior to the change in zoning or new construction to become illegal or nonconforming pursuant to section 6-2.

**Sec. 6-3. - Creation of Disturbance by Animal.**

It shall be unlawful for any person to knowingly harbor or keep on premises or elsewhere any animal of any kind that makes or creates an unreasonable disturbance

of the peace, regardless of type or manner, of the neighbor(s) or occupant(s) of adjacent premises or people living in the vicinity thereof or suffer or permit such animal to make or create unusual noises by howling, barking, bawling or otherwise.

**Sec. 6-4. - Wild Animals.**

(a) It shall be unlawful to keep or harbor any wild animal within the City, except at commercial animal establishments dealing in the sale or handling of such animals and having proper zoning for such commercial establishments and having proper facilities for the restraint and care of such animals.

(b) The Animal Services Manager or designee and the Chief of Police or designee may establish conditions under which it would be permissible to keep or harbor wild animals at locations other than those listed in section 6-4(a) for a period of time not to exceed one month.

**Sec. 6-5. - Animals at Large.**

It shall be unlawful for the owner or harbinger of any animal to permit the same to be at large in the City or to trespass upon the premises, public or private, of any other person. There shall be a presumption that any animal which is at large shall have done so by the permission of its owner or harbinger and shall be a punishable act.

Feral cats that have been sterilized and ear notched or otherwise permanently marked, and returned to locations within the City in order to reduce the population of feral cats through sterilization, shall not be considered at large or running at large.

**Sec. 6-6. - Impounding of Cats, Dogs.**

(a) The Animal Services Officer or any police officer may cause to be captured and impounded any animal, excluding livestock, at large and in violation of this chapter. This section shall be enforced relative to cats, only upon receipt of a complaint.

(b) The owner of any animal impounded under the terms of this chapter shall have the right to redeem same, unless otherwise provided, upon payment to the City for each dog or cat. The owner shall pay fees associated with redemption of said animal as set forth in the Animal Services Fee Schedule, including, but not limited to, impound fees, boarding fees, and veterinary or drug fees incurred during impoundment.

(c) All dogs and cats redeemed from the City, which are not already microchipped, may be microchipped at the expense of the owner prior to being released from impoundment. All dogs and cats redeemed from the City, which are not already currently vaccinated for rabies, will be vaccinated for rabies at the expense of the owner prior to being released from impoundment.

(d) All impounded animals shall be redeemed within 72 hours after their impoundment. All animals impounded for more than 72 hours will become property of the City and any prior ownership will be completely divested. Once the impounded animal becomes property of the City, such animal may be made eligible for adoption through Animal Services or other third party rescue organization or be humanely destroyed at the sole discretion of Animal Services.

(e) Notwithstanding the above provisions, the disposition of an animal impounded under Texas Health and Safety Code § 821.022 (Seizure of Cruelly Treated Animals) shall be governed by Health and Safety Code § 821.023 (Hearing; Order of Disposition or Return of Animal).

**Sec. 6-7. - Confinement During Estrus.**

Any unspayed female dog or cat in the state of estrus (heat) shall be confined during such period of time in a house, building or secure enclosure, and said area of enclosure shall be so constructed that the animal may not escape the enclosure and that no other dog or cat may gain access to the confined animal, except when the owner desires access to the animal for breeding purposes. Owners or harborers who do not comply with this section shall be ordered to remove the animal in estrus to a commercial kennel or veterinary hospital. All expenses incurred as a result of this confinement shall be paid by the owner or harborer. Failure to comply with the removal order of the Animal Services Officer shall be a violation of this chapter and the dog or cat may then be impounded as prescribed in this chapter.

**Sec. 6-8. - Abandonment.**

No person shall abandon an animal within the City.

**Sec. 6-9. - Disposal of Dead Animals.**

It shall be unlawful for any dead animal to be disposed of within the City by a means other than properly depositing the animal at a landfill site or via a garbage collection or disposal service, provided the animal is placed in a non-transparent bag or box. The owner of a dead animal shall be responsible for disposing, or permitting a veterinarian to dispose, such animal.

**Sec. 6-10. - Enforcement; Penalty.**

(a) The Animal Services Manager of the City is hereby designated as the person responsible for the enforcement of all aspects of this chapter. The Animal Services Manager's duties shall include, but shall not be limited to, the enforcement of this chapter and aiding the Texas Board of Health in the enforcement of area quarantine, pursuant to V.T.C.A., Health and Safety Code § 826.001 et seq. (Rabies), as may be amended.

(b) Any Animal Services Officer of the City shall have the authority to issue citations for any violation of this chapter and any other power or duty stated within the terms of this chapter. If the person being cited is not present, the Animal Services Officer may send the citation to the alleged offender by registered or certified mail, return receipt requested, by depositing same in the U.S. mail, postage prepaid.

(c) A person who violates any provision of this chapter commits an offense, and upon conviction, shall be punished by fine not to exceed \$500.00. An offense under this chapter is a strict liability offense and the culpable mental state required by the Texas Penal Code is hereby specifically negated and clearly dispensed with.

(d) It shall be unlawful for any person to interfere with any Animal Services Officer in the performance of their duties.

(e) It shall be unlawful for any person to fail to comply with any lawful order of the Animal Services Officer of the City, duly acting under the authority of this chapter.

(f) Any Animal Services Officer's or any peace officer's authority includes, but is not limited to:

- (1) Humanely destroying an animal which poses an imminent danger to a person or property, or a real or apparent necessity exists for the destruction of an animal; or
- (2) Impounding any animal which is diseased or endangers the health of a person or another animal; or
- (3) Impounding any animal, found to be running at large or to be a stray within the City; or
- (4) Humanely destroying any animal which has been seriously injured, where such animal is too large to be removed from the scene of injury to the animal shelter; or
- (5) Humanely destroying any impounded, dangerous, or vicious animal, unless there is reason to believe that it has an owner, or unless otherwise provided for in this chapter; or
- (6) Pursuing animals running at large onto private property while enforcing the provisions of this chapter and entering onto private property and commercial animal establishments to enforce regulations covered in this chapter.

(g) All aspects of management and operation of Animal Services will be within and under the authority of the Chief of Police.

**Sec. 6-11. - False Statements.**

(a) It shall be unlawful for any person to make false statement(s) in any application, affidavit, or other document required by this chapter or any regulation prescribed herein.

(b) It shall be unlawful for any person to give false statement(s) in regard to the identity of any animal, which is found in violation of any ordinance, or to the identity of any owner of such animal as required by this chapter or any regulation prescribed herein.

**Sec. 6-12. - Livestock Riding or Driving on Public and Private Property.**

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

(b) It shall be unlawful for any person to allow livestock to be driven or ridden on any private property, unless same be done on the property of the owner of the livestock or by written permission of the owner of the property.

**Sec. 6-13. - Animal Traps and Equipment.**

(a) It shall be unlawful for any person to remove, alter, damage or otherwise tamper with a trap or equipment placed by an Animal Services Officer or employee.

(b) A person may set humane traps used to capture dogs, cats, or other small animals on personally owned property or with the written consent of the property owner. Traps must be checked at least once every two hours or during the overnight period of no more than eight hours when set. It shall be unlawful to trap animals when inclement weather is occurring such as temperatures below 45 degrees Fahrenheit or above 85 degrees Fahrenheit, a heat index warning is issued, severe weather watches or warnings have been issued, during wet conditions (rain, sleet, snow), or when a combination of weather conditions are in effect or are pending that may result in unsafe conditions for the animal.

(c) Any person who sets a humane trap resulting in a trapped animal shall provide shelter and humane care for the animal, including food, water, and protection from environmental elements of heat, cold, and precipitation.

(d) A resident may acquire a humane animal trap through Animal Services for a fully refundable deposit as set forth in the Animal Services Fee Schedule. If the trap is not returned within the allotted time and in good working condition, the person will forfeit the deposit to the City and ownership of the trap will be transferred from the City to the resident.

(e) Trapped animals will be serviced in accordance with the Animal Services Fee Schedule.

(f) Animals subject to the statewide rabies quarantine (any live species of fox, skunk, coyote, or raccoon indigenous or naturalized to North America) may be transported by peace officers and individuals hired or contracted by local, state, or federal government agencies to deal with stray animals when such transport is part of their official duty (TAC Rule 169.34).

(g) Non-City owned traps that require an Animal Services Officer or a representative of the Department to remove and transport the trap, in order to safely remove the trapped animal, can be reclaimed at Animal Services during normal operating hours. Traps will be held for three business days for reclamation.

(h) It shall be unlawful for any person to set a trap, or permit such a trap to remain, that injures or kills an animal.

**Sec. 6-14. - Animal Care and Safety.**

(a) It shall be unlawful for any owner or harbinger to fail to provide their animal(s) with sufficient good and wholesome food or water, shelter, shade, veterinary care to prevent and cure disease, infestation and injury, and with humane care and treatment.

(b) It shall be unlawful for any owner or harbinger to fail to provide their animal(s) with constant and continuous access to adequate shelter. "Adequate shelter" shall mean a shelter that is structurally sound, moisture proof, and windproof, that is large enough to accommodate the animal, and to which the animal may seek refuge from moisture, wind, and weather.

(c) It shall be unlawful for any person to beat, cruelly treat, torment, mentally abuse, overload, overwork, or otherwise abuse an animal, or cause, instigate or permit any dog fight, cock fight, bull fight or other combat between animals or between animals and humans.

(d) It shall be unlawful for any person to abandon an animal within their custody.

(e) It shall be unlawful for any person to give away any live animal as a prize for, or as an inducement to, enter any contest, game or other competition or as an

inducement to enter a place of business; the provisions of this subsection shall not apply to auctions, raffles and games of chance in which consideration is made.

(f) It shall be unlawful for any person to sell, offer for sale, barter or give away any dyed, colored or otherwise artificially treated baby chicks, ducklings or other fowl, rabbits, hamsters or any other animal.

(g) It shall be unlawful for any person to leave an animal in an unattended standing or parked vehicle or enclosed space without providing the animal with adequate air ventilation and protection from environmental temperature variations, including heat and cold. An animal left under such conditions may be removed from the vehicle or enclosed space by, or at the direction of, an Animal Services Officer or a representative of the Department, using any reasonable means and force necessary, including the breaking of a window or lock. If professional services are required to remove the animal, the owner is responsible for the cost and/or reimbursement of costs. An Animal Services Officer or a representative of the Department, or one who acts at the direction of an Animal Services Officer or a representative of the Department relative to this section, who removes an animal from a vehicle or enclosed space in accordance with this subsection is not liable for any resulting property damage.

(h) A person commits an offense if they use a chain, rope, tether, leash, cable, or other device to attach a dog to a stationary object or trolley system. This does not prevent a person from walking a dog with a hand-held leash. It is a defense to prosecution that:

- (1) The dog is being tethered during a lawful animal event, veterinary treatment, grooming, training, or law enforcement activity; or
- (2) The dog tethering is required to protect the safety or welfare of a person or the dog, and the dog's owner maintains direct physical control of the dog; or
- (3) A dog restrained in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction; or
- (4) A dog restrained for a reasonable period, not to exceed three hours in a 24-hour period, and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained; or
- (5) The dog tethering:
  - a. Occurs while the dog is within the owner's direct physical control; and
  - b. Prevents the dog from advancing to the edge of any public right-of-way
  - c. Does not occur between the hours of 10 p.m. and 6 a.m.
  - d. Does not occur within 500 feet of the premises of a school

- e. Does not occur in cases of extreme weather conditions, including when the actual or effective outdoor temperature is 32 degrees Fahrenheit or below, a heat advisory has been issued, or a hurricane, tornado, tropical storm watch or warning has been issued for the jurisdiction
- (i) The defenses under subsection (h) are only available if the following specifications are met:
- a. The chain, rope, tether, leash, cable, or other device is attached to a properly fitted collar (not including pinch-type, prong-type, choke-type) or harness worn by the dog;
  - b. The chain, rope, tether, leash, cable, or other device is not placed directly around the dog's neck;
  - c. The length of the chain, rope, tether, leash, cable, or other device is no less than the greater of 10 feet or 5 times the length of the dog from nose to tail base;
  - d. The chain, rope, tether, leash, cable, or other device, by design and placement, allows the dog a reasonable and unobstructed range of motion without entanglement; and
  - e. The dog has access to adequate shelter, as defined by this section, and clean and wholesome water.

**Sec. 6-15. - Duty to Report Injury or Death of Animals Hit by Vehicles.**

Every person who strikes an animal with a vehicle and injures or kills such animal shall notify Animal Services immediately after the occurrence, or as soon as reasonably possible, and shall give the time and place of the injury or death, a description of the animal and the name and address of the person making the report.

**Sec. 6-16. - Urinating or Defecating on Sidewalks, Public Parks, Alleys and Other Places Open to the Public or on Certain Private Property Prohibited.**

It shall be unlawful for the owner or harbinger of any animal to allow such animal to urinate or defecate upon sidewalks, public parks (excluding any off-leash dog park as defined by this chapter), alleys, other places open to the public, or on private property without permission of the owner thereof. In the event that the owner or harbinger of such animal is unable to prevent the deposit of defecation in violation of this section, it shall be the duty of such person to properly dispose of such waste material immediately or as soon as reasonably possible.

**Sec. 6-17. - Keeping of Diseased or Crippled Animals.**

It shall be unlawful for any person to keep or harbor any animal which is inflicted with any dangerous or communicable disease, or which is in a painfully crippled or diseased condition, that to keep said animal alive would be considered inhumane. All such animals shall be humanely destroyed by a licensed veterinarian or given/surrendered to Animal Services to be humanely destroyed. This section shall

not apply to veterinary hospitals or animals under active veterinarian care with due regard for public health and safety.

**Sec. 6-18. - Prisoners' Animals.**

(a) Any person who is taken into custody by the Department or other law enforcement agency and having in their possession an animal(s) shall be notified that the animal(s) will be impounded and transferred to Animal Services. Under certain conditions, and when time allows, an arrestee's animal(s) may be released to an authorized person, identified by the arrestee. The receiving person must approve to take receipt of the animal(s) and must be capable of properly caring for the animal(s).

(b) During confinement of arrestee, the animal(s) will be cared for by Animal Services. The animal(s) may be redeemed from impoundment within 24 hours from the time of arrest of the owner, at no charge to the owner. If the animal(s) has not been redeemed within the 24 hour period, the owner will be responsible for any incurred boarding fees after the conclusion of the initial 24 hour impoundment. After 72 hours, the animal(s) may become the property of the City and may become eligible for adoption, placed into another organization, or be humanely destroyed. The owner will be responsible for any veterinary fees incurred regardless of the length of stay.

(c) No one shall be able to redeem an animal taken possession of pursuant to this section, except the owner's duly authorized designee.

**Sec. 6-19. - Animal Shelter Advisory Committee.**

An advisory committee shall be appointed by City Council. Such committee shall meet at least three times per year and its duties shall ensure compliance with the requirements of the Texas Health and Safety Code § 823.005. Members shall hold office for staggered terms of two years, or until their successor is appointed; excepting the municipal employees who shall serve at the pleasure of the City. Members may be reappointed. All committee members, except the municipal employees, shall serve without compensation. The members representing the public shall be residents of the City and have resided within the City for 12 consecutive months preceding the appointment. The committee shall select a Chair Person in two year terms. The committee shall consist of six members and one City Council liaison. The following positions shall be filled:

- (a) One municipal official – Department representative supervising Animal Services
- (b) One municipal employee – Animal Services Manager whose duties include the daily supervision and operation of an animal shelter
- (c) Two representatives of the general public – Citizens of Grapevine
- (d) One representative – Animal Welfare Organization
- (e) One representative – Licensed Veterinarian

**ARTICLE II. - DOGS AND CATS****DIVISION 1. - GENERALLY****Sec. 6-20. - Numbers and Breeding; Permits.**

(a) It shall be unlawful for any person(s) to keep or harbor more than four dogs or cats that are four months of age or older, or any combination of both, at any one time and location (property used or zoned for residential purposes).

(b) Owners wishing to maintain more than the limit of dogs and cats, being four months of age or older, may make application with the Chief of Police or designee for permission to keep or harbor more than four dogs or cats, or any combination of both. The Chief of Police or designee may issue a permit for one year to the applicant, upon the following information being furnished and the listed conditions being satisfied:

- (1) The maximum number of cats or dogs to be kept or housed;
- (2) The reason or purpose for the keeping of animals;
- (3) That the dogs and/or cats are to be maintained in such a manner as to ensure each animal is treated humanely and receives proper care, shelter, food, and water in accordance with this chapter and that any cages, pens, or enclosed structures are appropriately sized for the animal, clean, and in safe working order;
- (4) That the dogs or cats are to be kept so as to not be a nuisance or detriment to any adjoining or adjacent dwellings or businesses;
- (5) The cages or pens are to be maintained in a sanitary condition so as not to create any hazards or nuisances to the general health and welfare of the community;
- (6) That the applicant allow the Animal Services Manager or designee to conduct up to four periodic inspections of the premises and the animals at an agreed upon date and time during the one year period; and
- (7) That the applicant has complied with all applicable provisions of this chapter.

(c) The Chief of Police or designee, upon being satisfied that the above information has been furnished and the conditions satisfied, may collect the annual permit fee as set forth in the Animal Services Fee Schedule and issue a permit for one year to the applicant. This permit may be revoked at any time, upon any of the conditions and requirements being violated or any part of this chapter as set forth herein. The permittee shall be allowed to renew the permit, upon submitting a renewal application and the renewal fee to the Chief of Police or designee. The renewal application shall contain the same information as is required for the initial application, and the renewal permit shall be valid for one year and subject to the same conditions and requirements.

(d) It shall be unlawful for the owner or harbinger of any animal to permit or cause to be permitted the breeding of any such animal within the public view.

(e) Owners wishing to breed their dog and/or cat more than two times per calendar year are required to acquire a permit.

**Cross reference—** Noisy animals prohibited, §§ 6-3, 12-7(4).

**Sec. 6-21. – RESERVED**

**Sec. 6-22. - Adoption of Dogs and Cats.**

The City shall comply with all sterilization laws as set forth in Chapter 828 of the Texas Health and Safety Code, as amended. A copy of the statute may be obtained from Animal Services.

(a) A person may adopt a dog and/or cat from Animal Services that has been spayed or neutered or will become spayed or neutered and classified as adoptable for the adoption fee as set forth in the Animal Services Fee Schedule. If the animal has not been spayed or neutered prior to adoption, the new owner must make arrangements to have the animal sterilized and vaccinated for rabies.

(1) Animal Services may establish an adoption receipt and sterilization agreement for use in the adoption process and violation of any term of such agreement shall constitute a violation of this chapter.

(2) Any person who fails to sterilize an animal, as set forth in the sterilization agreement, is guilty of a misdemeanor offense punishable by a fine.

(b) The Animal Services Manager or designee may refuse/deny the adoption of an animal for any valid reason, including but not limited to, a person to whom Animal Services has reason to believe:

(1) Would not have the proper facilities to contain or care for the animal;

(2) Wants the animal for the purpose of resale or for purposes other than pet ownership;

(3) There are reasonable grounds to believe the animal would be subjected to abandonment or cruelty;

(4) The person is under the age of 18; or

(5) That the purpose of the adoption is to avoid, or assist in the avoidance of, the enforcement of any provision of this chapter.

(c) The Animal Services Manager or designee shall be the sole judge as to whether an animal is suitable to offer for adoption; however, a decision to offer a particular animal for adoption shall not constitute any warranty, expressed or implied, of the health, temperament, or age of the animal.

(d) The City and its agents, employees, and officers shall have no liability associated with the adoption or impoundment of any animal.

**Note** — See the editor's note to §§ 6-23—6-26.

**Secs. 6-23 – 6-26. - Reserved.**

**Editor's note** - Ord. No. 88-40, § 21, adopted June 7, 1988, repealed § 6-21, which pertained to exceptions and permits relative to number of dogs and cats allowed on premises and derived from Ord. No. 71-29, Pt. I, adopted Oct. 5, 1971; and repealed §§ 6-23—6-26, which pertained to regulations relative to required registration of dogs and derived from Ord. No. 57-13, Arts. 1-1, 1-2, 1-12, 1-14, adopted Aug. 6, 1957 and Ord. No. 81-65, § 1, adopted Oct. 6, 1981.

**Secs. 6-27 – 6-29. - Reserved.**

**DIVISION 2. - RABIES CONTROL** [\[1\]](#)

Footnotes:

--- (1) --- **State Law reference**— Rabies control by municipality, V.T.C.A., Health and Safety Code § 826.001 et seq.

**Sec. 6-30. - Vaccinations; Certificates, Tags.**

(a) The owner or harborer (excluding animal shelters) of each dog or cat shall have the animal vaccinated against rabies by 4 months of age. The animal must receive a booster within the 12-month interval following the initial vaccination or as state law dictates. Every dog or cat must be revaccinated against rabies at a minimum of at least once every three years with a rabies vaccine licensed by the United States Department of Agriculture. The vaccine must be administered according to label recommendations. Livestock (especially those that have frequent contact with humans) should be vaccinated against rabies. Nothing in this section prohibits a veterinarian and owner or harborer from selecting a more frequent rabies vaccination interval. Failure to have said animal vaccinated shall be an offense under this chapter and shall subject the owner or harborer to a fine. The fine for the second violation of failure to have an animal vaccinated shall be at least double the fine for the original offense.

(b) All such dogs or cats shall be vaccinated in accordance with Chapter 826 of the Texas Health and Safety Code.

(1) All dogs and cats, after initial vaccination, must receive a second booster rabies vaccination within 12 months of receiving the initial vaccination, regardless of:

- a. Type of vaccination used; or
- b. The age at which the animal was initially vaccinated.

- (2) If the animal has received at least two vaccinations and the last vaccination consisted of:
  - a. An annual rabies vaccine, the animal must receive a vaccination within 12 months.
  - b. A triennial vaccine, the animal must receive a vaccination within 36 months.
- (3) If the animal has received at least two vaccinations prior to this amendment and a triennial vaccine was used for the last vaccination, this amendment is retroactive (i.e., the animal's next vaccination will be due within 36 months from the date of its last vaccination).

Any person establishing residency within the City shall comply with this section within 10 business days of establishing residency. If an unvaccinated dog or cat inflicts a bite, scratch, or otherwise attacks any person within the City, a rabies vaccine shall not be administered to the dog or cat until after a 240 hour quarantine observation period, beginning with the date of a bite, scratch or attack.

- (c) Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat, as evidence thereof, a certificate of vaccination. The veterinarian shall retain a duplicate copy of the certificate, and one copy shall be filed with the owner. Such certificate shall contain the following information:
  - (1) The name, address and telephone number of the owner of the vaccinated animal;
  - (2) The date of the vaccination;
  - (3) The type of rabies vaccine used;
  - (4) The year and number of the rabies tag; and
  - (5) The breed, age, color and sex of the vaccinated animal.
- (d) Concurrently with the issuance and delivery of the certificate of vaccination, the owner or harbinger of the dog or cat shall cause to be attached to the collar or harness of the vaccinated animal a metal tag, serially numbered to correspond with the vaccination certificate number and bearing the year of issuance. It shall be an offense under this chapter for a person to own or harbor a dog or cat on which the rabies tag is not affixed to said animal when the pet is accessible to the public.

**Sec. 6-31. - Quarantine; Reporting Bites and Scratches or Suspected Rabies.**

- (a) In the event a potential outbreak of rabies is suspected and the danger to the public safety from rabid animals is reasonably imminent, the Animal Services Manager is hereby authorized and it shall be their duty to issue a quarantine proclamation, ordering persons owning, keeping or harboring any animal to confine it as herein provided for such time as may be specified in such quarantine proclamation. Upon the publication of such proclamation by the Animal Services Manager, any person keeping or harboring any dog or cat or other animal shall follow the procedure as described in section 6-36 regarding control and confinement, except that such

animal, under the control of an adult person and on a physical restraint, may be unconfined only if the animal is effectively muzzled. All dogs, cats or other animals found at large during the time specified under the quarantine proclamation by the Animal Services Manager may be humanely destroyed by any law enforcement officer or Animal Services Officer, if said officer is unable, with reasonable effort, to capture such animal for impoundment.

(b) It is the duty of any person who has knowledge that an animal bite or scratch has occurred to report such fact, as soon as possible, but not later than 24 hours from the time of the incident to Animal Services or the Department. The person reporting the bite or scratch shall give the following information, if known: the name, age, sex and precise location of the bitten or scratched person or persons and such other information as may be required or needed (T.A.C. 169.27, H.S.C. 826.041).

(c) Any veterinarian who clinically diagnoses rabies or any person who suspects rabies in a dog, cat or other domestic or wild animal shall immediately report such fact to Animal Services or the Department, stating precisely where such animal may be found. If a known or suspected rabid animal bites or scratches a domestic animal, such incident shall also be reported as required above.

(d) The owner of an animal that is reported to be rabid or to have exposed an individual or other animal, or that the owner knows or suspects to be rabid or to have exposed an individual or other animal, shall submit the animal for quarantine to Animal Services or the Department.

(e) Any animal suspected or known to have rabies or any animal that has been exposed to rabies, and any animal which has bitten or scratched a person will be quarantined only at the Animal Services or at a veterinary clinic. The Animal Services Manager or designee may allow home quarantine, provided the owner of the animal strictly complies with the following:

- (1) The animal must be inside an enclosed structure (i.e., house or garage) and must remain there for 240 hours;
- (2) The animal must be kept away from other animals and people, except those people in the immediate household;
- (3) The owner of the animal shall pay a home quarantine fee as set forth in the Animal Services Fee Schedule;
- (4) The animal may not be removed from the City while under quarantine; and
- (5) The owner or person making the request for home quarantine must allow the Animal Services Manager or designee the opportunity to inspect the animal and location as needed for compliance with these standards.

(f) It shall be unlawful for any person to remove from any place of confinement any dog or cat which has been quarantined, without the consent of the Animal Services Manager.

(g) The Animal Services Manager shall order the quarantine and evaluation of any animal suspected of having rabies. This evaluation shall be done by a licensed veterinarian, whether the animal is quarantined at home, at a veterinary clinic or Animal Services. If it is determined by a veterinarian that a quarantined animal shows the clinical signs of rabies, the Animal Services Manager or designee shall humanely destroy the animal. If an animal dies or is destroyed while in quarantine, the head or brain of the animal shall be removed and submitted to the nearest Texas Department of Health laboratory for testing.

(h) If, after the quarantine period, the Animal Services Manager determines that a quarantined animal does not show the clinical signs of rabies, the Animal Services Manager shall release, or authorize the release of, the animal following the quarantine period, if the animal has a current and valid rabies vaccination certificate or the animal is vaccinated against rabies by a licensed veterinarian at the owner's expense. All other requirements for release must be met before the animal can be released.

(i) The owner of the animal shall pay to the City the reasonable costs of the quarantine and disposition of the animal, and the City may bring suit to collect the costs. The Animal Services Manager will consider the animal abandoned if the owner or harbinger does not take possession of on or before the third day following the final day of quarantine. The Animal Services Manager may choose a disposition appropriate for the animal, including humane destruction.

**Sec. 6-32. - Reserved.**

**Editor's note**— Former § 6-32, which pertained to reporting of rabid dogs and derived from Ord. No. 57-13, Art. 1-8, adopted Aug. 6, 1957, though not amended by Ord. No. 88-40, adopted June 7, 1988, has been deleted at the discretion of the editor, treated as superseded by the provisions of § 6-31.

**DIVISION 3. - DANGEROUS DOGS**

**Sec. 6-33. - Identification of Dangerous Dogs; Seizure.**

(a) If a person reports a dangerous dog as defined by Section 6-1 to Animal Services, an Animal Services Officer may investigate such dog and any alleged incident. If, after receiving sworn statements of any witnesses or personally observing the dog, the Animal Services Officer may determine that the dog is a dangerous dog. Animal Services shall request a hearing for final determination before the Municipal Court within 24 business hours, excluding holidays, of the dog being deemed dangerous by an Animal Services Officer.

(b) If a dog is determined to be a dangerous dog under this section, Animal Services shall provide written notification of such determination, sent by certified mail, return receipt requested or by hand delivery, to the owner or harbinger of such a dog. The notice shall also contain a statement that the Municipal Court will make a final

determination at a hearing set by the court. The notice shall include a copy of this division.

(c) Animal Services has the authority to impound a dog that has been determined dangerous under this section until a hearing is held pursuant to Section 6-34. If the owner or harbor does not deliver the dog or refuses to relinquish the dog to Animal Services, the Municipal Court may order Animal Services to seize the dog upon issuance of a warrant authorizing the seizure.

**Sec. 6-34. – Hearing on Dangerous Dog Final Determination.**

(a) The Municipal Court, on receiving a request for a hearing pursuant to Section 6-33, shall set a time for a hearing to determine whether the dog is a dangerous dog. The hearing must be held not later than the 10th day after the date on which the dog was seized or delivered.

(b) The Municipal Court shall give written notice of the time and place of the hearing to the owner or harbinger of the dog and to Animal Services.

(c) Any interested party, including the county or city attorney, is entitled to present evidence at the hearing.

(d) The Municipal Court shall make a determination, based on the preponderance of evidence presented, whether the dog is a dangerous dog as defined by this Chapter.

(e) If the owner or harbinger of the dog does not appear at the hearing, the Municipal Court may proceed with evidentiary findings without the owner's or harbor's presence.

(f) If the Municipal Court determines that the dog is a not a dangerous dog, the Court shall order Animal Services to return the dog to the owner or harbinger.

(g) If the Municipal Court determines that the dog is a dangerous dog, the Court shall order the owner or harbinger to meet the requirements to recover the dangerous dog under Section 6-35(a).

(h) The Municipal Court shall give written notice of the Court's determination and order to the owner or harbinger of the dog.

(i) The owner or harbinger may appeal the decision of the Municipal Court in the manner described by Texas Health and Safety Code § 822.0424, as amended. During the pendency of such appeal, Animal Services will retain custody of the dangerous dog. The Municipal Court shall determine the estimated costs to house and care for the impounded dangerous dog during the appeal process and shall set the amount of bond for an appeal adequate to cover those estimated costs.

**Sec. 6-35. - Requirements for Owner of Dangerous Dogs.**

(a) After notice of a final determination under Section 6-34 that a dog is dangerous, the owner or harbinger of such dog may recover the dangerous dog from Animal Services only if the owner or harbinger provides the City with the following:

- (1) The name, address and telephone number of persons owning, keeping or harboring the dangerous dog;
- (2) Payment of an annual fee for each dangerous dog being kept;
- (3) Proof that each dangerous dog, which is four months of age or over, has been vaccinated against rabies by a licensed veterinarian and provide the name, address and phone number of veterinarian;
- (4) Three color identification photographs, at least three inches by three inches, of each dangerous dog, with one photograph showing the frontal view and the others showing side views of each dog;
- (5) Name and general description of each dangerous dog, which general description shall include name, sex, weight, color, breed, height and length, along with any other discernible features;
- (6) Proof of financial responsibility in an amount of at least \$100,000 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person. The insurance requirements contained herein shall be maintained at all times and shall not be cancelled by the owner or harbinger, until the owner or harbinger shall cease to own or harbor the dangerous dog;
- (7) Proof that signs required by subsection (d) have been posted;
- (8) Authorization to Animal Services or veterinarian to implant a microchip beneath the skin of the dangerous dog for positive identification of the dog. Animal Services is authorized to charge the owner or harbinger a fee, as reflected in the fee schedule;
- (9) The costs or fees assessed by Animal Services related to the seizure, acceptance, care, or impoundment of the dog; and
- (10) Compliance in wearing the dangerous dog collar and dangerous dog tag, to be worn at all times, as provided by Animal Services.

(b) The owner of a dangerous dog may, prior to a final determination that the dog is dangerous, comply with the provisions of this division.

(c) All dangerous dogs shall be vaccinated in accordance with section 6-30.

(d) Any person owning a dangerous dog within the City shall display signs of a permanent nature stating "BEWARE OF DANGEROUS DOG." Such signs shall be no less than eight inches by 12 inches in size, with lettering no less than two inches in height. Lettering shall be white on a red background and made of light-reflective material. Such signs shall be posted conspicuously at the front and rear of the premises and on the dangerous dog's enclosure.

(e) It shall be unlawful to transport or otherwise relocate a dangerous dog to another location for permanent domicile without first notifying the Chief of Police or designee.

(f) The owner or harbinger shall, within 30 days of the Municipal Court's determination, provide the required information under subsection (a) to recover a dangerous dog. If the owner or harbinger fails to provide such information, Animal Services shall seek a hearing pursuant to Section 6-38.

**Sec. 6-36. - Control and Confinement.**

(a) A dangerous dog shall at all times be restrained on a leash or kept in a secured enclosure.

(b) For the purposes of this section, "Secured enclosure" means a fenced area or structure that is:

- (1) Locked with a key or combination lock;
- (2) Capable of preventing the entry of the general public, including children;
- (3) Capable of preventing the escape or release of a dog;
- (4) Capable of preventing the dog from putting its mouth outside of it;
- (5) Clearly marked as containing a dangerous dog;
- (6) Enclosed by a secure top and sides with a solid bottom or constructed in such a manner which would prevent the dog from tunneling under the secure enclosure or going over the top and escaping;
- (7) Protected from the elements adequately for the dog's humane care; and
- (8) Approved by the Animal Services Manager.

(c) An owner or harbinger of a dangerous dog shall not permit such dog to be outside the secured enclosure unless the dog is muzzled and restrained by a chain or leash, no longer than four (4) feet in length, and a capable person is in immediate physical control of the leash. Such dog shall not be leashed to any inanimate object such as a tree, post, building, or other object. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal.

(d) An owner or harbinger of a dangerous dog, regardless of whether the dog was determined dangerous from Section 6-33 (a) or Section 6-34 (d), shall not permit such dangerous dog to be within any of the confined play, recreation, training, or any areas of an off-leash dog park as previously defined, regardless of whether such dog is restrained on a leash or not.

(e) All enclosures erected to confine dangerous dogs must comply with all zoning and construction regulations of the City.

(f) Animal Services shall periodically inspect the location and premises of all dangerous dogs to ensure compliance with this chapter.

**Sec. 6-37. - Confinement Indoors.**

It shall be unlawful for any person to keep or harbor a dangerous dog on a porch, patio or in any part of a house or building that would allow the dog to exit such structure on its own volition. It shall be unlawful for any person to keep a dangerous dog in a house or building when the windows are open or when screened windows, screened doors, or other penetrable barriers are the only obstacles preventing the dangerous dog from exiting the structure and running at large.

**Sec. 6-38. - Hearing on Violations; Disposition of a Dangerous Dog.**

(a) Upon determination by an Animal Services Officer that an owner or harborer has failed to keep a dangerous dog in compliance with this division or upon an owner's or harborer's failure to provide the required information under Section 6-35(a) to recover a dangerous dog after the Municipal Court's determination, Animal Services shall request a hearing before the Municipal Court to determine the disposition of the dangerous dog.

(b) Animal Services is authorized to impound any dangerous dog that is not kept in compliance with this division until a hearing is held pursuant to this section. If the owner or harborer does not deliver the dangerous dog or refuses to relinquish the dangerous dog to Animal Services, the Municipal Court may order Animal Services to seize the dangerous dog after issuing a warrant authorizing the seizure.

(c) The Municipal Court, on receiving a request for a hearing under this section, shall set a time for a hearing to determine whether the owner or harborer of a dangerous dog has complied with all the requirements of this division. The hearing must be held not later than the 10th day after the date on which the dangerous dog is seized or delivered.

(d) The Municipal Court shall give written notice of the time and place of the hearing to the owner or harborer of the dangerous dog and to Animal Services.

(e) Any interested party, including the county or city attorney, is entitled to present evidence at the hearing.

(f) If the owner or harborer of the dangerous dog does not appear at the hearing, the Municipal Court may proceed with evidentiary findings without the owner's or harborer's presence.

(g) The Municipal Court shall make a determination, based on the preponderance of evidence presented, whether the owner or harborer of the dangerous dog has complied with all the requirements of this division.

(h) If the Municipal Court finds that the owner or harborer has complied with all of the requirements of this division, the Municipal Court shall order Animal Services to return the dangerous dog to the owner or harborer.

(i) If the Municipal Court finds that the owner or harborer has failed to comply with the requirements of this division, the Municipal Court shall order one of the following:

- (1) The humane destruction of the dangerous dog on or after the 11th day after the date of the order;
- (2) The immediate removal of the dangerous dog from the City, provided that if such dog is found at any time to be within the City on or after the 11th day after the date of the order, the Court will order Animal Services to seize the dangerous dog after issuing a warrant authorizing the seizure, and order the humane destruction of such dangerous dog; or
- (3) The return of the dangerous dog to the owner or harborer upon full payment of the cost of seizure, impound, and care to Animal Services.

(j) The owner or harborer may appeal the decision of the Municipal Court in the manner described by Texas Health and Safety Code Section 822.0424, as amended. During the pendency of such appeal, the Court shall not order the destruction of the dangerous dog and Animal Services shall retain custody. The Court shall determine the estimated costs to house and care for the impounded dangerous dog during the appeal process and shall set the amount of bond for an appeal adequate to cover those estimated costs.

### **Sec. 6-39. – Registration and Reporting Requirements.**

(a) The owner or harborer of a dangerous dog shall annually register the dog by providing the following to Animal Services:

- (1) Proof of:
  - (A) Liability insurance or financial responsibility, as required by Health and Safety Code Section 822.042;
  - (B) Current rabies vaccination of the dangerous dog; and
  - (C) The secure enclosure in which the dangerous dog will be kept; and
- (2) An annual registration fee of \$50 as listed in the Animal Services Fee Schedule.

(b) Upon providing the information required by this section, Animal Services shall provide to the owner or harborer registering a dangerous dog a registration tag and a dangerous dog collar, as approved by the Animal Services Manager. The owner must place the dangerous dog collar and dangerous dog tag on the dangerous dog. The

dangerous dog must wear the dangerous dog tag and dangerous dog collar at all times.

(c) Any person owning or harboring a dangerous dog within the City shall, within five business days after the following incidents, make a written report of the incident(s) to the Animal Services Manager:

- (1) The death or removal from the City of any dangerous dog in the owner's or harboring's care;
- (2) The birth of offspring of any dangerous dog in the owner's or harboring's care;
- (3) The fact of a move and specific addresses involved when an owner or harboring of a dangerous dog moves from one location within the City to another location within the City.

(d) Any person owning or harboring a dangerous dog within the City shall immediately notify the Animal Services Manager or the Department of the escape from confinement of the dangerous dog. Such notification shall not be used for any purpose by the City as an admission of the person providing the notification in any prosecution brought against such person under this chapter.

(e) A person who fails to comply with this section is guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500).

**Sec. 6-40. - Impoundment; Redemption.**

(a) An Animal Services Officer is authorized to impound:

- (1) Any dangerous dog not kept in compliance with this division;
- (2) Any dog that is determined by the Animal Services Officer to be a dangerous dog;
- (3) Any dangerous dog not permanently removed from the City as required by section 6-38.

(b) The owner of an animal impounded pursuant to this section, 6-40, shall pay an impoundment fee, plus all other fees associated with or resultant from handling, managing, caring, and bringing the animal into compliance with this chapter.

(c) Animal Services shall make a reasonable effort to notify the owner or harboring of an animal that has been impounded. (Ord. No. 88-40, § 24, 6-7-88)

**Sec. 6-41. - Dangerous Dogs from Other Municipalities.**

(a) If a person moves a registered dangerous dog into the City, the owner or harboring of such dangerous dog shall notify Animal Services within 14 days. After presenting prior registration and verification of registration requirements as described in Health and Safety Code § 822.043 and verifying compliance with the provisions of this division and the payment of the appropriate fee, the dangerous dog shall be

registered with the City and a new dangerous dog tag and dangerous dog collar provided.

(b) An owner or harbinger of a dangerous dog relocated to the City must comply with the requirements of this division.

(c) A person who fails to comply with this section is guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500).

Section 3. 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 Five Hundred Dollars (\$500.00) for each offense and a separate offense shall be deemed committed each day during or on which an offense occurs or continues.

Section 4. 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.

Section 5. If any section, subsection, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 6. 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 undesirable conditions for the 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 passage, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 6th day of November, 2018.

APPROVED:

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William D. Tate  
Mayor

ATTEST:

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Tara Brooks  
City Secretary

APPROVED AS TO FORM:

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City Attorney

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

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

**MEETING DATE:** NOVEMBER 6, 2018

**SUBJECT:** APPROVAL OF PROPOSED AMENDMENTS TO FEES ASSOCIATED WITH CHAPTER 6, ANIMALS AND FOWL, CODE OF ORDINANCES

**RECOMMENDATION:** City Council to consider approving the fee schedule associated with Chapter 6, Animals and Fowl of the City Code of Ordinances and take any necessary action.

**FUNDING SOURCE:** N/A

**BACKGROUND:** On Tuesday, January 15, 2018, at the Regular Joint Meeting of the City Council and Planning and Zoning Commission, a presentation was made regarding the proposed fee schedule for the Grapevine Animal Shelter.

Subsequent to Council input, changes were made to the fee schedule, bringing it into alignment with Council's direction.

The following categories and fees were eliminated:

- \* Owned Animal Surrender
- \* Registration
- \* Agricultural Permits.

An updated version of the fee schedule is attached. As a reminder, the increased fee for animal adoption includes spaying or neutering the adopted pet prior to take home.

Staff recommends approval.

### Grapevine Animal Services Fee Schedule

Service	Current Fee	Proposed Fee
<b>Adoptions</b>		
Dog/Puppy/Kitten	\$ 40.00	\$ 75.00
Cat	\$ 40.00	\$ 50.00
<b>Impound Fee</b>		
1st Impoundment (S)	\$ 15.00	\$ 30.00
1st Impoundment (U/S)	\$ 15.00	\$ 60.00
2nd Impoundment (S)	\$ 30.00	\$ 45.00
2nd Impoundment (U/S)	\$ 30.00	\$ 75.00
3rd Impoundment (S)	\$ 45.00	\$ 60.00
3rd Impoundment (U/S)	\$ 45.00	\$ 90.00
<b>Boarding Fee</b>		
Daily	\$ 5.00	\$ 10.00
<b>Animal Bite Quarantine</b>		
Quarantine	\$ 80.00	\$ 140.00
Home Quarantine	\$ -	\$ 70.00
Rabies Testing	\$ -	\$ 75.00
<b>Dangerous Dog</b>		
Annual Registration	\$ 50.00	\$ 50.00
Euthanasia	\$ -	\$ 50.00
<b>Additional Pet Permit</b>		
Initial Permit	\$ -	\$ 100.00
Renewal	\$ -	\$ 25.00
<b>Equipment Rental</b>		
Humane Trap Deposit	\$ -	\$ 65.00
<b>Humane Trap Services</b>		
Trap Service (Off-Duty)	\$ -	\$ 60.00
<b>Other Services</b>		
Microchip Implant	\$ 20.00	\$ 20.00

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

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

**MEETING DATE:** NOVEMBER 6, 2018

**SUBJECT:** CONSIDER AN ORDINANCE UPDATING ORDINANCES FOR PARKS,  
LAKE PARKS AND PARK FACILITIES

**RECOMMENDATION:** Consider an ordinance amending the Code of Ordinances Chapter 16, Parks and Recreation ordinances for parks, lake parks and facilities in Grapevine.

**FUNDING SOURCE:** NA

**BACKGROUND:** In preparation for the dog park opening in 2019, it is necessary to adjust ordinances related to dogs in Grapevine Parks. Staff researched ordinances/rules from other municipalities to come up with best practices used today. The proposed ordinance for Grapevine were collaboratively drafted by Parks staff in cooperation with Animal Services staff to craft common sense rules regarding the new dog park. The proposed changes were presented to the Parks and Recreation Advisory Board and the Animal Services Advisory Board. Staff also worked with City Attorney Matthew Boyle on drafting the proposed ordinance.

Staff recommends approval of the resolution.

ORDINANCE NO. 2018-085

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AMENDING THE GRAPEVINE CODE OF ORDINANCES CHAPTER 16, PARKS AND RECREATION, ADDING ARTICLE IV, OFF-LEASH DOG PARKS, PROVIDING REGULATIONS FOR OFF-LEASH DOG PARKS; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas (the “City”) is a home rule municipality having full powers of self-government and may enact ordinances relative to its citizens’ health, safety, and welfare that are not inconsistent with the Constitution and laws of the State; and

WHEREAS, the City Council of the City of Grapevine, Texas (the “City Council”) finds and determines that the primary purpose for these regulations is to establish rules and regulations for the City’s Off-Leash Dog Parks that will help make the parks safe, and well-maintained; and

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

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

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

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

Section 2. That the Code of Ordinances Chapter 16 shall be amended by adding Article IV, which shall read as follows:

“ARTICLE IV – OFF-LEASH DOG PARKS

Sec. 16-66. – Applicability

(a) In this Article, “Off-Leash Dog Park” means the confines of a fenced recreation area that is owned or operated by the City of Grapevine and designated as an area for off-leash canines.

- (b) This Article applies to the rules and regulations of Off-Leash Dog Parks.
- (c) Unless otherwise provided by this article, the rules and regulations adopted in Article I of this chapter are applicable to Off-Leash Dog Parks.
- (d) In the event any provision of this article is found to be in conflict with another provision in Chapter 16, the provisions in this article prevail.

Sec. 16-67. – Leashing, Unleashing, and Control

- (a) All dogs must remain on a leash outside of the Off-Leash Dog Park.
- (b) Upon entering the fenced in area of an Off-Leash Dog Park, persons in control of a dog:
  - (1) must unleash the dog in the area designated for unleashing; and
  - (2) remove any pinch, prong or spiked collars.
- (c) Any person who brings a dog into an Off-Leash Dog Park shall remain within the off-leash area with the dog and keep such dog under visual and voice control at all times.

Sec. 16-68. – Food

Food or treats, either for human or canine consumption, is prohibited within the Off-Leash Dog Park.

Secs. 16-69. – Responsibility of Dog Owners

- (a) Any person who brings a dog to an Off-leash Dog Park shall immediately remove all fecal matter that is deposited by the dog.
- (b) No person shall bring a dog into an Off-Leash Dog Park unless:
  - (1) The dog has current rabies, distemper and parvo vaccinations;
  - (2) The dog is wearing tags showing that it is currently vaccinated for rabies in compliance with Chapter 826 of the Texas Health and Safety Code and Chapter 6 of the Grapevine Code of Ordinances;
  - (3) The dog is free from illness, disease, and parasites; and
- (c) No person shall bring an animal other than a dog into an Off-Leash Dog Park.
- (d) No person shall bring an aggressive dog into the Off-Leash Dog Park.

- (e) If a dog exhibits aggressive behavior toward people or other dogs inside the Off-Leash Dog Park, the person who brought such dog must remove the dog immediately.
- (f) No person shall bring a dog that has been banned from any other park.
- (g) Any person who brings a dog to an Off-Leash Dog Park is liable for damages or injury inflicted by such dog.

Sec. 16-70. - General Rules

- (a) Any child under twelve years of age must be under close adult supervision.
- (b) No person shall bring a puppy under the age of six months inside the Off-Leash Dog Park.
- (c) No person shall bring a dog weighing less than twenty-five pounds inside the Off-Leash Dog Park area designated for large dogs.
- (d) No person shall bring a dog weighing twenty-five pounds or more inside the Off-Leash Dog Park area designated for small dogs.
- (e) No person shall bring more than two dogs inside the Off-Leash Dog Park.
- (f) No person shall bring a wading pool into the Off-Leash Dog Park.
- (g) No person shall bring strollers, carriages, bicycles, skate boards, scooters, roller blades, or motorized vehicles into the Off-Leash Dog Park, unless it is used as an assistance device.
- (h) No person shall bring a dog that has been determined to be a Dangerous Dog by the City of Grapevine pursuant to Chapter 6 or by any other municipality into the Off-Leash Dog Park.
- (i) No person shall engage in a sports activity inside the Off-Leash Dog Park.
- (j) Professional trainers and dog groomers shall not use the Off-Leash Dog Park to conduct business.
- (k) If a dog bite occurs at an Off-Leash Dog Park, it must be reported to Grapevine Animal Services.
- (l) No person shall bring a dog that is in heat inside the Off-Leash Dog Park.
- (m) No glass containers are allowed in the Off-Leash Dog Park.

Sec. 16-70. - Enforcement

- (a) Any person violating the rules of this Article may be subject to removal and suspension from the Off-Leash Dog Park.
- (b) Any person asked to leave the Off-Leash Dog Park shall leave immediately.
- (c) It is an offense to violate any provision of this Article.
- (d) Any person found guilty violating this Article shall be punished by fine not to exceed \$500.”

Section 3. 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 five hundred dollars (\$500.00).

Section 4. That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court or competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 6th day of November, 2018.

APPROVED:

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William D. Tate  
Mayor

ATTEST:

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Tara Brooks  
City Secretary

APPROVED AS TO FORM:

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City Attorney

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

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

**MEETING DATE:** NOVEMBER 6, 2018

**SUBJECT:** APPROVAL TO RENEW ANNUAL CONTRACTS FOR POST-65 RETIREE HEALTH INSURANCE

**RECOMMENDATION:** City Council to consider approval to renew annual contracts with Aetna Inc. and Group Administrative Concepts for post-65 retiree health insurance.

**FUNDING SOURCE:** Funds are available in Retiree Health Premium accounts 100-45670-109-001, 115-45670-350-001, 117-45670-209-002, 200-45670-533-001 and 210-45670-340-001 in the annual estimated amount of \$640,000.

**BACKGROUND:** The City of Grapevine retirees age 65 and over (Medicare eligible) currently have the option of a Medicare Advantage PPO (Part C) and Medicare Rx Plan (Part D) with Aetna or a Medicare supplement (Part F) and Medicare Rx Plan (Part D) with Group Administrative Concepts. Both policies provide services and programs beyond the coverage of original Medicare. Retiree premiums for these plans are partially subsidized by the City. This contract will renew both policies.

Request for proposals were taken in accordance with Texas Local Government Code Chapter 252.022. The RFP public notice was placed in the Fort Worth Star -Telegram on August 23 and 30, 2016. The contract was for one year with four optional, one year renewals. If approved, this will be for the second renewal option.

Staff recommends approval.

MH/GJ

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

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

**MEETING DATE:** NOVEMBER 6, 2018

**SUBJECT:** APPROVAL OF A RESOLUTION FOR THE PURCHASE OF FIRE PROTECTION HOODS

**RECOMMENDATION:** City Council to consider a resolution authorizing the purchase of fire protection hoods from Casco Industries, Inc. for the Fire Department.

**FUNDING SOURCE:** Funds for this purchase are available in account 100-42220-210-003 (Clothing Supplies) for a total amount not to exceed \$20,250.

**BACKGROUND:** This purchase will provide each member of the department with two new structural firefighting hoods. These new hoods utilize the latest technology that provides a vapor barrier and enhanced protection from the cancer causing products of combustion.

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

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

Staff recommends approval.

JS/BS

RESOLUTION NO. 2018-080

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

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

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

WHEREAS, the City of Grapevine, Texas has established an interlocal agreement with The Local Government Purchasing Cooperative (BuyBoard) and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) has an established contract No. 524-17, Public Safety and Firehouse Supplies and Equipment, with Casco Industries, Inc.; and

WHEREAS, the City of Grapevine, Texas has a need to purchase fire protection hoods for the Fire Department; and

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

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

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

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

Section 2. That the City Council of the City of Grapevine authorizes the purchase of fire protection hoods from Casco Industries, Inc. through an interlocal agreement with The Local Government Purchasing Cooperative (BuyBoard) for an amount not to exceed \$20,250.

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

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 6th day of November, 2018.

APPROVED:

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William D. Tate  
Mayor

ATTEST:

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Tara Brooks  
City Secretary

APPROVED AS TO FORM:

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City Attorney

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

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

**MEETING DATE:** NOVEMBER 6, 2018

**SUBJECT:** INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL CONTROL SERVICES

**RECOMMENDATION:** City Council to consider a resolution, authorizing an interlocal cooperation agreement between the City of Grapevine and other local governments to provide mutual aid animal control services in the event of an emergency or disaster.

**FUNDING SOURCE:** Funds are available in the Animal Services Budget (100-41107-209-005).

**BACKGROUND:** The Interlocal Cooperation Agreement for Animal Control Services is to provide mutual-aid assistance, specific to animal control services, between the City of Grapevine and the Cities of Allen, Arlington, Cedar Hill, Cleburne, Desoto, Duncanville, Framers Branch, Frisco, Garland, Grand Prairie, Irving, Mesquite, Plano, and Richardson, in the event of an emergency or disaster.

Animal Services, for purposes of the interlocal cooperation agreement, shall mean the services provided in response to a complaint or report that are necessary to carry out an animal control program. Animal Control Services shall include, but not to be limited to: the humane capture and sheltering of stray, unrestrained, homeless, abandoned, or unwanted animals and the humane transportation of captured animals to the Animal Shelter; response to calls regarding wild animals in the residences; response to animals regarding animal bites and scratches, including the initial investigation of such incidents; and the capture of biting animals for state-mandated rabies quarantine observation by the Local Rabies Control Authority. Participating cities shall not be responsible for conducting cruelty investigations or enforcement of criminal offenses through issuance of notices-to-appear or filing criminal affidavits.

Each participating city shall have the right to refuse to provide services required by this agreement at its sole discretion.

In cases where assistance is requested by one participating city and assistance is rendered by another participating city and the provided assistance exceeds twelve (12) consecutive hours, cost reimbursement guidelines have been incorporated into the interlocal cooperation agreement. Reimbursable costs include personnel, operations and maintenance of equipment, damaged equipment, food, lodging, and transportation.

The initial term of the agreement shall commence on June 1, 2018 and continue for a period of one year, unless terminated or otherwise modified. The agreement shall automatically renew for successive one year terms unless sooner terminated or modified. Termination of the agreement is accomplished by providing thirty (30) days prior written notice.

Staff recommends approval.

**INTERLOCAL COOPERATION AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

This Interlocal Agreement (the "Agreement") is by and among the undersigned Participating Entities, each a "Party" and collectively the "Parties," acting by and through their authorized representatives.

**RECITALS**

**WHEREAS**, Chapter 791, the Interlocal Cooperation Act (the "Act"), of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions, mutual aid and services under the terms of the Act; and

**WHEREAS**, the provision of animal control services are governmental functions and services under the terms of the Act; and

**WHEREAS**, the governing body of each Participating Entity in this Agreement desires to promote the health, safety and welfare of its citizens by engaging other local animal control authorities to assist with Animal Control Services in the event of an Emergency or Disaster; and

**WHEREAS**, the governing body of each Participating Entity believes that this Agreement is necessary for the benefit of the public and that each Participating Entity has the legal authority to provide governmental functions and services that are the subject of the Agreement; and

**WHEREAS**, any payment that a Party is required to make hereunder shall be made from current, available revenue.

**NOW, THEREFORE**, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I  
Definitions**

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

"Animal" shall mean any small domesticated creature, including, but not limited to, dogs, cats, birds, fish, mammals, reptiles, insects, and fowls.

"Animal Control Services" shall mean the services provided by a Party in response to a complaint or report that are necessary to effectively carry out an animal control program. Animal Control Services shall include, but not be limited to: the humane capture and sheltering of stray, unrestrained, homeless, abandoned, or unwanted animals and the humane transportation of captured animals to the Animal Shelter; response to calls regarding wild animals in residences; response to calls regarding animal bites and scratches, including the initial investigation of such incidents; and

the capture of biting animals for state-mandated rabies quarantine observation by the Local Rabies Control Authority. Animal Control Services do not include trapping nuisance animals, horses, or livestock or removal of deceased animals. No Participating Entity shall be responsible for conducting cruelty investigations or enforcement of criminal offenses through issuance of Notices to Appear or filing Probable Cause Affidavits with the appropriate court.

“Animal Shelter” shall mean the Responding Entity’s animal shelter facilities that keep or legally impound stray, homeless, abandoned, or unwanted animals on behalf of their respective cities.

“Coordinating Committee” shall mean a committee created to administer this Agreement which shall be comprised of one (1) designated representative from each Participating Entity. The Host Entity’s representative shall serve as the presiding member of the Committee.

“Emergency or Disaster” shall mean an event or set of circumstances resulting from disasters caused by all hazards, whether natural or man-made, and to provide support for search and rescue operations for persons and property, including Animals and/or Livestock, in distress which: (a) demands immediate action to preserve public health, protect life, protect property, or to provide relief to the community overtaken by such occurrences; or (b) reaches such a dimension or degree of destructiveness as to warrant any Participating Entity’s mayor or the governor of the State of Texas to declare a state of emergency or disaster.

“Host Entity” shall mean the City of Irving, Texas.

“Livestock” shall mean as set forth in the Texas Agriculture Code Section 1.003(3) and shall include cattle, horses, mules, asses, sheep, goats, or domestic game birds.

“Participating Entity” shall mean a municipality and/or local government that executes this Agreement.

“Responding Entity” shall mean the Participating Entity providing emergency Animal Control Services under this Agreement.

“Requesting Entity” shall mean the Participating Entity that is in need of emergency Animal Control Services under this Agreement.

## **Article II Term**

21 The Initial Term of this Agreement shall commence on June 1, 2018 (the “Effective Date”) and continue for a period of one (1) year, unless sooner terminated as provided herein. This Agreement shall automatically renew for successive one (1) year terms commencing on June 1<sup>st</sup> of each year following the Effective Date (each a “Renewal Term”), unless sooner terminated as provided herein.

22 A Participating Entity may terminate its participation in this Agreement by providing thirty (30) days prior written notice of its request to terminate the Agreement to the Host Entity. The written notice of intent to terminate shall be delivered by the Host Entity, in writing, to the designated representative of each Party to this Agreement. Termination by one or

more Parties to this Agreement does not affect the Agreement as it applies to the remaining Parties.

23 A Party's participation in this Agreement may be terminated for cause, including failure to comply with the terms or conditions of this Agreement, by an affirmative vote of a simple majority of the members of the Coordinating Committee. Upon termination under this section, the Host Entity shall provide thirty (30) days' written notice to the Participating Entity which has been removed following the Coordinating Committee's decision.

### **Article III Responsibilities of the Parties**

3.1 Requests for Animal Control Services. A Participating Entity may agree to provide Animal Control Services for a Requesting Entity in the event the Requesting Entity has provided notice that an Emergency or Disaster has or imminently will occur in its jurisdiction.

3.2 Designated Representative. Each Participating Entity shall select an individual to serve as the designated representative for sending and receiving notification of an Emergency or Disaster, and shall provide the individual's name, title, address, email address, telephone number, and fax number to all other Participating Entities. The Participating Entities shall provide updated designated representative information as needed.

3.3 Notification in the Event of an Emergency or Disaster. The Receiving Entity's designated representative shall notify the Responding Entity's representative in writing via fax, email, or written correspondence as soon as practicable after it is known that an Emergency or Disaster has occurred or imminently will occur and emergency Animal Control Services are needed in its jurisdiction. In the event that written notification is not possible due to the Emergency or Disaster, notice may be provided by the Receiving Entity via direct telephone notification to the Responding Entity's designated representative, provided that the Receiving Entity shall provide notice in writing memorializing the date, time and nature of the telephone notice thereafter as soon as practicable.

3.4 Custody and Care of Animals. The Responding Entity shall take possession of the Animal(s) presented by the Receiving Entity and process the Animals following the same procedures as would be used by the Responding Entity in processing the Animal(s) in its jurisdiction, including providing the same quality of housing, food and services. The Responding Entity shall provide all necessary staffing and personnel needs for the Animals held in its Animal Shelter, unless otherwise agreed by both parties in writing.

3.5 Coordinating Committee. Except as otherwise provided herein, this Agreement will be administered by a Coordinating Committee comprised of one (1) designated representative from each Participating Entity. The Coordinating Committee shall have only the duties specifically outlined in this Agreement and may adopt its own rules of procedure not inconsistent with this Agreement. The Parties acknowledge and agree that the Coordinating Committee shall not be construed as a board or committee appointed by a governing body and shall not be required to comply with the provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

3.6 Additional Parties. An eligible local government entity that desires to become a party

to this Agreement may submit a written request to become a participating entity to the designated representative of the Host City. The Host City will forward the written request to the Coordinating Committee within thirty (30) days of any such request. An eligible entity shall only be entitled to become a participating entity upon approval by a simple majority vote of the Coordinating Committee. Notwithstanding approval of the Coordinating Committee, no entity will be deemed a party hereto until such time as the entity has adopted and fully executed this Agreement in the manner provided by law for such entity and has delivered a conformed copy of the same to the Host Entity's designated representative.

#### **Article IV Costs, Recordkeeping and Right of Refusal**

4.1 If a Receiving Entity requires Animal Control Services by a Responding Entity under this Agreement that exceeds twelve (12) consecutive hours, the Receiving Entity shall, upon written request, reimburse Responding Entity the actual costs of providing Animal Control Services, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, incurred by the Responding Entity in response to a request for reimbursement. Written requests for reimbursement must be submitted as soon as practicable but in no event later than sixty (60) days after Animal Control Services were provided. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Responding Entity shall be responsible for creating and maintaining for a period of three (3) years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Animal Control Services to a Participating Entity under this Agreement.

4.2 The Receiving Entity shall pay the reimbursement from available funds. If federal money is available to pay costs associated with the provision of Animal Control Services under this Agreement, the Receiving Entity shall make the claim for the eligible costs of the Responding Entity on the Receiving Entity's application and shall disburse the federal share of the money to the Responding Entity, with sufficient local funds to cover the actual costs of the Responding Entity in providing assistance. Failure of Responding Entity to submit a request for reimbursement to Receiving Entity within the specified time frame specified in Section 4.1 of this Agreement will result in the Responding Entity not being reimbursed for the Animal Control Services provided unless the Federal Emergency Management Agency (FEMA) extends the deadline for filing requests for reimbursement. The Parties hereto recognize that each Party benefits from the existence of this Agreement and expect that each will provide and receive emergency mutual aid for Animal Control Services over the life of this Agreement. The Responding Entity may assume in whole or in part any costs associated with the provision of Animal Control Services or may loan or donate equipment or services to the Receiving Entity without charge or cost.

4.3 Each Participating Entity shall have the right to refuse to provide the Animal Control Services required by this Agreement in the event that the Participating Entity, in its sole discretion, determines that it does not or will not have the resources to provide the Animal Control Services under this Agreement, including but not limited to, insufficient staffing to provide the Animal Control Services or overcrowding at the Animal Shelter during the Emergency or Disaster.

## Article V Liability and Immunity

5.1 **Responsibility for Claims.** The Parties agree, to the extent authorized under the constitution and laws of the State of Texas and without waiving any immunity, right, protection, or defense to which a Participating Entity may be entitled, that each Participating Entity shall only be responsible for any claims for damages, costs, and expenses to a person or persons and/or property arising from or caused by the act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission in the provision of Animal Control Services or housing of animals, but only to the extent the Party would otherwise be liable under Texas or federal law.

5.2 **Joint Liability.** In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity, right, protection, or defense available to any Party individually under Texas law. Each Party shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

## Article VI Miscellaneous

6.1 **Assignment.** This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

6.2 **Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of proper jurisdiction of the Responding Entity.

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

6.4 Amendment. This Agreement may not be amended except in writing executed by all Parties at the time of amendment.

6.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

6.7 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees.

6.8 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

6.9 Force Majeure. In the event that any Party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such Party, then such Party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

6.10 Recitals. The recitals of this Agreement are incorporated herein.

6.11 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

6.12 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

[Signature Pages to Follow]

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Peter H. Vargas, City Manager

**Attest:**

By: \_\_\_\_\_  
Shelley George, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**Designated Representative for the City of Allen, Texas:**

Animal Control Manager  
205 W. McDermott  
Allen, Texas 75013  
214-509-4378

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF ARLINGTON, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**Designated Representative for the City of Arlington, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF CEDAR HILL, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, [Legal Counsel]

**Designated Representative for the City of Cedar Hill, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF CLEBURNE, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, [Legal Counsel]

**Designated Representative for the City of Cleburne, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF DESOTO, TEXAS**

By: \_\_\_\_\_  
Tarron J. Richardson, PhD, City Manager

**Attest:**

By: \_\_\_\_\_  
Kisha Morris, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Joseph J. Gorfida, City Attorney

**Designated Representative for the City of DeSoto, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF DUNCANVILLE, TEXAS**

By: \_\_\_\_\_  
Kevin Hugman, City Manager

**Attest:**

By: \_\_\_\_\_  
Narva Walker, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Robert E. Hager, City Attorney

**Designated Representative for the City of Duncanville, Texas:**

Robert D. Brown  
Police Chief  
203 E. Wheatland Road  
Duncanville, Texas 75116

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF FARMERS BRANCH, TEXAS**

By: \_\_\_\_\_  
Charles S. Cox, City Manager

**Attest:**

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

**Approved as to form:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**Designated Representative for the City of Farmers Branch, Texas:**

Miguel Gauna  
Animal Adoption Center Manager  
3727 Valley View Lane  
Farmers Branch, TX 75234  
972-919-9881

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF FRISCO, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, [Legal Counsel]

**Designated Representative for the City of Frisco, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF GARLAND, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**Designated Representative for the City of Garland, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF GRAND PRAIRIE, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**Designated Representative for the City of Grand Prairie, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF GRAPEVINE, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

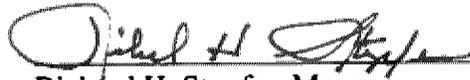
By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**Designated Representative for the City of Grapevine, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this 19 day of July, 2018.

**CITY OF IRVING, TEXAS**

By:   
Richard H. Stopfer, Mayor

**Attest:**

By:   
Shanae Jennings, City Secretary

**Approved as to form:**

By:   
Kuruvilla Oommen, City Attorney

**Designated Representative for the City of Irving, Texas:**

Corey Price, Animal Services Manager  
City of Irving Animal Services  
4140 Valley View Lane  
Irving, Texas 75038

Approved <u>7-19-18</u>
Resolution # <u>2018-236</u>

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF MESQUITE, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**Designated Representative for the City of Mesquite, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**Designated Representative for the City of Plano, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF RICHARDSON, TEXAS**

By: \_\_\_\_\_  
Dan Johnson, City Manager

**Attest:**

By: \_\_\_\_\_  
Aimee Nemer, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**Designated Representative for the City of Richardson, Texas:**

Animal Control Manager  
1330 Columbia Dr.  
Richardson, TX 75081  
974-744-4480

RESOLUTION NO. 2018-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITIES OF ALLEN, ARLINGTON, CEDAR HILL, CLEBURNE, DESOTO, DUNCANVILLE, FARMERS BRANCH, FRISCO, GARLAND, GRAND PRAIRIE, IRVING, MESQUITE, PLANO, AND RICHARDSON TO PROVIDE ANIMAL CONTROL SERVICES AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.101 and 271.102 and Interlocal Cooperation Act Texas Government Code, Chapter 791 to enter into interlocal agreements with other qualified entities in the State of Texas; and

WHEREAS, the governing bodies of the Cities of Allen, Arlington, Cedar Hill, Cleburne, Desoto, Duncanville, Farmers Branch, Frisco, Garland, Grand Prairie, Irving, Mesquite, Plano, and Richardson ("Participating Entity") is a qualified entity as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has requested to enter into an interlocal agreement with the governing body of each Participating Entity to engage other local animal control authorities to assist with Animal Control Services in the event of an emergency or disaster; and

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

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

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

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

Section 2. That the City Manager or his designee is authorized to take all steps necessary to consummate an interlocal agreement with the Cities of Allen, Arlington, Cedar Hill, Cleburne, Desoto, Duncanville, Farmers Branch, Frisco, Garland, Grand Prairie, Irving, Mesquite, Plano, and Richardson.

Section 3. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 6th day of November, 2018.

APPROVED:

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William D. Tate  
Mayor

ATTEST:

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Tara Brooks  
City Secretary

APPROVED AS TO FORM:

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City Attorney

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

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

**MEETING DATE:** NOVEMBER 6, 2018

**SUBJECT:** APPROVAL FOR THE AWARD OF AN INFORMAL REQUEST FOR QUOTE FOR FIBER CONDUIT

**RECOMMENDATION:** City Council to consider approval for the award of an informal request for quote for fiber conduit from Terry-Durin Company for the Public Works Department.

**FUNDING SOURCE:** Funds for this purchase are available in account 177-48870-101-002-2015 (Fiber Optic- Underground Equipment) for an amount not to exceed \$25,875.

**BACKGROUND:** This purchase is for innerduct conduit used for installing fiber optic cable as part of the fiber project.

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

Terry-Durin Company \$25,875  
Georgia Underground \$26,140  
Datatech Electronics, Inc. \$31,875

Staff recommends approval.

FB/BS

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

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

**MEETING DATE:** NOVEMBER 6, 2018

**SUBJECT:** SERVER HOSTING SERVICES CONTRACT RENEWAL

**RECOMMENDATION:** City Council to consider the renewal of an annual contract with BIS Consulting for dedicated server hosting for the Public Works Department.

**FUNDING SOURCE:** Funds are currently programmed in the following Public Works Operating Accounts for IT Software License and Maintenance Fees in an amount not to exceed \$16,800: 100-44500-415-002 (Engineering); 100-44500-415-003 (Streets); 100-44500-415-004 (Traffic); 100-44500-415-005 (Environmental); 200-44500-530-001 (Water Distribution); 200-44500-530-002 (Water Treatment); 200-44500-531-001 (Wastewater Collection); and 200-44500-531-002 (Wastewater Treatment).

**BACKGROUND:** BIS provides the host servers for the Public Works Department's ArcGIS Server Software and Cartegraph OMS Web applications and databases. The servers provide access to the application website, asset management system, and the GIS system for the Public Works Department. This contract was approved by Council on October 18, 2016 and this is the second renewal.

Staff recommends approval.

STATE OF TEXAS  
COUNTY OF TARRANT  
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Regular Session on this the 16th day of October, 2018 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members present:

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

constituting a quorum, with the following members of the Planning and Zoning Commission:

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

constituting a quorum, Commissioners Beth Tiggelaar and Gary Martin being absent, and the following members of the City Staff:

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

Call to Order

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

Item 1. Executive Session

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

- A. Real property relative to deliberation to the purchase, exchange, lease, sale or value of real property (City facilities, Public Works, and the 185 acres) pursuant to Section 551.072, Texas Government Code.

- B. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

The City Council recessed to the City Council Conference Room and began the closed session at 7:03 p.m. The closed session ended at 7:18 p.m.

Upon reconvening in open session in the Council Chambers, Mayor Tate asked if there was any action necessary relative to Sections 551.072 or 551.087. City Manager Bruno Rumbelow stated there was none.

## **REGULAR MEETING**

### Call to Order

Mayor Tate called the meeting to order at 7:30 p.m. in the City Council Chambers.

### Item 2. Invocation and Pledge of Allegiance

Commissioner Monica Hotelling delivered the Invocation and led the Pledge of Allegiance.

### JOINT PUBLIC HEARINGS

#### Item 3. Conditional Use Permit **CU18-22** (Paycom)

Mayor Tate declared the Public Hearing open.

Development Services Assistant Director Ron Stombaugh reported the applicant was requesting a conditional use permit to allow multiple buildings in excess of 50 feet. The subject property is located at 3489 State Highway 121 and is currently zoned "CC" Community Commercial District.

Applicants Matthew Paque with Paycom, Tim Johnson with Johnson and Associates, and Todd Edmonds with HSE Architects presented this item.

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

Motion was made to close the public hearing.

Motion: Luers

Second: Wilson

Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton

Nays: None

Approved: 7-0

Motion was made to close the public hearing.

Motion: Lease

Second: O'Dell

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

Nays: None

Approved: 7-0

Item 4. Special Use Permit **SU18-03** and Planned Development Overlay **PD18-03**  
(OrthoMed Manual Therapy)

Mayor Tate declared the Public Hearing open.

Development Services Assistant Director Stombaugh reported the applicant was requesting a special use permit to allow massage services and a planned development overlay to allow, but not be limited to, deviation from parking requirements. The subject property is located at 250 North Main Street and is currently zoned "CN" Neighborhood Commercial District.

Applicant D. Yvette Abrego and Ron Ramirez with Revolving Texas presented this item and answered questions from Council.

Council discussed the parking. Development Services Assistant Director Stombaugh answered questions from Council.

No one spoke during the public hearing and there was one letter of opposition provided to the Commission and Council.

Motion was made to close the public hearing.

Motion: Luers

Second: Hotelling

Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton

Nays: None

Approved: 7-0

Motion was made to close the public hearing.

Motion: O'Dell

Second: Slechta

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

Nays: None

Approved: 7-0

Item 5. Historic Landmark District **HL18-02** (314 East Franklin Street)

Mayor Tate declared the Public Hearing open.

Development Services Assistant Director Stombaugh reported the applicant was requesting designation as a historic landmark sub-district. The property is currently zoned "R-7.5" Single Family District.

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

Motion was made to close the public hearing.

Motion: Fechter  
Second: Wilson  
Ayes: Oliver, Wilson, Hotelling, Fechter, Luers, Rainwater and Hutton  
Nays: None  
Approved: 7-0

Motion was made to close the public hearing.

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

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

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

#### Item 6. Citizen Comments

No one spoke during the citizen comments.

#### PRESENTATIONS

#### Item 7. Mayor Tate to present a proclamation to Grapevine-Colleyville Independent School District Council of PTAs declaring November "PTA Back the Future Month".

Mayor Tate presented the proclamation to Kim Farbisz, President GCISD Council of PTAs. Ms. Farbisz thanked Council and the community for its support of GCISD schools.

#### NEW BUSINESS

#### Item 8. Consider possible names for the Dallas Road Transit District and take any necessary action.

City Manager Rumbelow introduced Stewart Colovin with MMGY Global who presented the process that was used to develop possible names for the Dallas Road Transit District and presented the list of possible names.

Council discussed possible names for the Dallas Road Transit District. Council requested the Convention and Visitors Bureau study the proposed names. Convention and Visitors Bureau Director P.W. McCallum answered questions from Council.

Motion was made to table this item.

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

Item 9. Consider a Landscape Architecture Contract for the landscape and construction documents for State Highways 360/121 Green Ribbon Project Phase V with Schrickel Rollins/Parkhill Smith and Cooper, **Ordinance No. 2018-078** appropriating funds and take any necessary action.

Parks and Recreation Director Kevin Mitchell reported the Green Ribbon Project includes landscaping along the DFW Connector project. Phase V of the project will include the merger of State Highway 360 and State Highway 121 including a section of Stone Myers Parkway. The landscape design contract will be for an amount not to exceed \$98,500. The proposed ordinance will appropriate the funds in the Grant Fund.

Motion was made to approve the Landscape Architecture Contract for the Green Ribbon Project Phase V and Ordinance No. 2018-078 appropriating funds.

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

#### ORDINANCE NO. 2018-078

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AUTHORIZING THE APPROPRIATION OF \$98,500 FROM THE QUALITY OF LIFE FUND AND TRANSFER TO THE GRANT FUND AND APPROPRIATE IN THE GRANT FUND FOR LANDSCAPE ARCHITECTURE SERVICES FOR THE STATE HIGHWAYS 360/121 GREEN RIBBON PROJECT - PHASE V; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Mayor Tate announced Council would consider the recommendations of the Planning and Zoning Commission next.

#### PLANNING AND ZONING COMMISSION RECOMMENDATIONS

##### Item 18. Conditional Use Permit **CU18-22** (Paycom)

Chairman Oliver reported the Planning and Zoning Commission approved the conditional use application with a vote of 7-0.

Motion was made to approve Conditional Use Permit CU18-22 (Paycom) and Ordinance No. 2018-081.

Motion: Freed

Second: O'Dell

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

Nays: None

Approved: 7-0

#### ORDINANCE NO. 2018-081

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS ISSUING CONDITIONAL USE PERMIT CU18-22 TO EXCEED THE HEIGHT REQUIREMENT OF 50 FEET WITHIN THE "CC" COMMUNITY COMMERCIAL DISTRICT IN A DISTRICT ZONED "CC" COMMUNITY COMMERCIAL DISTRICT FOR LOT 1, BLOCK 1, PAYCOM ADDITION (3489 STATE HIGHWAY 121) 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

#### Item 19. Preliminary Plat of Lot 1, Block 1, Paycom

Chairman Oliver reported the Planning and Zoning Commission approved the preliminary plat with a vote of 7-0.

Motion was made to approve the statement of findings and the preliminary plat of Lot 1, Block 1, Paycom.

Motion: Coy

Second: Freed

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

Nays: None

Approved: 7-0

#### Item 20. Final Plat of Lot 1, Block 1, Paycom

Chairman Oliver reported the Planning and Zoning Commission approved the final plat with a vote of 7-0.

Motion was made to approve the statement of findings and final plat of Lot 1, Block 1, Paycom.

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

Item 21. Special Use Permit **SU18-03** (OrthoMed Manual Therapy)

Special Use Permit SU18-03 (OrthoMed Manual Therapy)

Chairman Oliver reported the Planning and Zoning Commission approved the special use permit with a vote of 7-0.

Motion was made to approve Special Use Permit SU18-03 (OrthoMed Manual Therapy) and Ordinance No. 2018-082.

Motion: Slechta  
Second: Freed  
Ayes: Tate, Freed, Lease, Coy, O'Dell, and Slechta  
Nays: Rogers  
Approved: 6-1

Following the vote, Council Member Rogers announced that she wanted to change her vote to aye. The corrected vote for Special Use Permit SU18-03 and Ordinance No. 2018-082 was:

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

ORDINANCE NO. 2018-082

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE ISSUING SPECIAL USE PERMIT SU18-03 TO ALLOW FOR MASSAGE SERVICES IN A DISTRICT ZONED "CN" NEIGHBORHOOD COMMERCIAL DISTRICT FOR LOT 2R AND LOT 3R, BLOCK 2, NORTH MAIN STREET ADDITION PHASE III (250 NORTH MAIN STREET) 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 SPECIAL

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

Item 22. Planned Development Overlay PD18-03 (OrthoMed Manual Therapy)

Chairman Oliver reported the Planning and Zoning Commission approved the planned development overlay, changing the request to 88 parking spaces and that any future uses within the building relative to the occupancy load must comply such that the maximum number of parking spaces to be utilized will need to be 88, with a vote of 7-0.

Council discussed this item.

Motion was made to approve Planned Development Overlay PD18-03 (OrthoMed Manual Therapy) and Ordinance No. 2018-083 changing the request to 88 parking spaces and that any future uses within the building relative to the occupancy load must comply such that the maximum number of parking spaces to be utilized will need to be 88 and requiring staff to immediately and formally notify the owner of the property of these changes to the parking requirements.

Motion: Freed

Second: Lease

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

Nays: None

Approved: 7-0

ORDINANCE NO. 2018-083

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS ISSUING PLANNED DEVELOPMENT OVERLAY PD18-03 TO DEVIATE FROM, BUT NOT BE LIMITED TO, THE EXISTING PARKING REQUIREMENT LOT 2R AND LOT 3R, BLOCK 2, NORTH MAIN STREET ADDITION, PHASE III (250 NORTH MAIN STREET) 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 PLANNED DEVELOPMENT OVERLAY PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS;

DECLARING AN EMERGENCY AND PROVIDING AN  
EFFECTIVE DATE

Item 23. Historic Landmark District HL18-02 (314 East Franklin Street)

Chairman Oliver reported the Planning and Zoning Commission approved the historic landmark district with a vote of 7-0.

Council discussed this item.

Motion was made to approve Historic Landmark District HL18-02 (314 East Franklin Street) and Ordinance No. 2018-084.

Motion: Freed

Second: Coy

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

Nays: None

Approved: 7-0

ORDINANCE NO. 2018-084

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DESIGNATING HISTORIC LANDMARK SUBDISTRICT HL18-02 IN ACCORDANCE WITH SECTION 39 OF ORDINANCE NO. 82-73 (APPENDIX "D" OF THE CODE OF ORDINANCES), DESIGNATING THE AREA OF 314 EAST FRANKLIN STREET AND LEGALLY DESCRIBED AS LOT E70'2 AND 12' ALLEY, BLOCK 30, CITY OF GRAPEVINE, ABSTRACT 422, WILLIAM DOOLEY SURVEY AND MORE SPECIFICALLY DESCRIBED HEREIN, IN A DISTRICT ZONED "R-7.5" SINGLE FAMILY DISTRICT; PROVIDING FOR THE ADOPTION OF THE 314 EAST FRANKLIN STREET HISTORIC DISTRICT PRESERVATION CRITERIA; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 24. Final Plat of The Reserve at Bear Creek

Chairman Oliver reported the Planning and Zoning Commission approved the final plat located at the northwest corner of State Highway 360 and Euless-Grapevine Road and currently zoned "R-TH" Townhouse District with a vote of 7-0.

Motion was made to approve the statement of findings and the final plat of The Reserve at Bear Creek.

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

Item 25. Final Plat of Lots 27 and 28, Block 1, Shamrock Shores Estates

Chairman Oliver reported the Planning and Zoning Commission approved the final plat located at 1124 Tipperary Drive and currently zoned "R-7.5" Single Family District with a vote of 7-0.

Motion was made to approve the statement of findings and final plat of Lots 27 and 28, Block 1, Shamrock Shores Estates.

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

Council continued with the rest of the agenda in the published order.

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and will be acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion. There were no requests to remove any items from the consent agenda.

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

Item 10. Consider renewal of an Interlocal Agreement with the Cities of Colleyville, Southlake and Keller for the Metroport Teen Court program.

Chief Financial Officer Greg Jordan recommended approval of the interlocal agreement for the Metroport Teen Court program for an annual amount of \$36,000. Teen Court is a volunteer program which provides juvenile misdemeanor offenders an alternative to the Criminal Justice System.

Motion was made to approve the consent agenda as presented.

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

Nays: None  
Approved: 7-0

Item 11. Consider the renewal of an annual contract for fire department uniforms with Galls, LLC.

Fire Chief Darrell Brown recommended approval of the renewal of an annual contract for the purchase of fire department uniforms for an annual estimated amount of \$55,000.

Motion was made to approve the consent agenda as presented.

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

Item 12. Consider the award of an informal request for quote for fence panels from TS Distributors, Inc.

Parks and Recreation Director Mitchell recommended approval of the award of an informal request for quote for wire mesh fence panels to be constructed at Bear Creek Dog Park for an amount not to exceed \$34,803.

Motion was made to approve the consent agenda as presented.

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

Item 13. Consider the renewal of an annual contract for pavement marking services with Stripe-A-Zone.

Public Works Director Bryan Beck recommended approval of the renewal of an annual contract for pavement marking services on an as-needed basis for an annual estimated amount of \$100,000.

Motion was made to approve the consent agenda as presented.

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

Item 14. Consider **Resolution No. 2018-079** authorizing the purchase and installation services for two microwave links for the Dove and Mustang elevated water storage tanks and the Water Treatment Plant from JTS.

Public Works Director Beck recommended approval of the resolution authorizing the purchase and installation services of two microwave links for a total amount not to exceed \$90,565. The new connections will replace existing radios that are at end of life and beginning to cause operational interference and failure with the network connection at the Water Treatment Plant.

Motion was made to approve the consent agenda as presented.

Motion: Lease

Second: Coy

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

Nays: None

Approved: 7-0

#### RESOLUTION NO. 2018-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE TWO MICROWAVE LINKS AND INSTALLATION SERVICES THROUGH AN ESTABLISHED INTERLOCAL AGREEMENT AND PROVIDING AN EFFECTIVE DATE

Item 15. Consider the construction contract for the Barton and Peach elevated water storage tank renovations and repainting to CFG Industries, LLC and consider **Ordinance No. 2018-079** appropriating funds.

Public Works Director Beck recommended approval of the construction contracts for the Barton and Peach elevated storage tanks. The City Council has previously appropriated \$1,700,000 to support both projects. With the two tanks being consolidated into one construction contract, an additional \$131,000 is required to support the design construction and related services. The proposed ordinance appropriates the additional funds for the project from the Utility Enterprise Capital Fund.

Motion was made to approve the consent agenda as presented.

Motion: Lease

Second: Coy

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

Nays: None

Approved: 7-0

#### ORDINANCE NO. 2018-079

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, REVISING THE ADOPTED CAPITAL IMPROVEMENTS BUDGET FOR THE FISCAL YEAR ENDING IN 2019; PROVIDING FOR \$131,000 IN THE UTILITY ENTERPRISE CAPITAL FUND; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 16. Consider **Ordinance No. 2018-080** abandoning a 15-foot sewage lift station and utility sewer easement located on proposed Lot 1, Block 1, DCT Fellowship West Phase II.

Public Works Director Beck recommended approval of the abandonment of the easement on Lot 1, Block 1, DCT Fellowship West Phase II at the request of the property owner.

Motion was made to approve the consent agenda as presented.

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

#### ORDINANCE NO. 2018-080

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, ABANDONING AND VACATING A 15-FOOT SEWAGE LIFT STATION AND UTILITY EASEMENT ON PROPOSED LOT 1, BLOCK 1, DCT FELLOWSHIP WEST PHASE II ADDITION IN THE CITY OF GRAPEVINE, TEXAS AS HEREINAFTER DESCRIBED; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 17. Consider the minutes of the October 2, 2018 Regular City Council meeting.

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

Motion was made to approve the consent agenda as presented.

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

#### ADJOURNMENT

Motion was made to adjourn the meeting at 8:35 p.m.

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

Passed and approved by the City Council of the City of Grapevine, Texas on this the 6th day of November, 2018.

APPROVED:

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William D. Tate  
Mayor

ATTEST:

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Tara Brooks  
City Secretary