



CITY OF GRAPEVINE, TEXAS
REGULAR CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 5, 2024

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

7:00 p.m.	Dinner - City Council Conference Room
7:30 p.m.	Regular Meeting - City Council Chambers

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

1. Invocation: Dr. Doug Page, Pastor at First Baptist Grapevine
2. Posting of the Colors and Pledges of Allegiance: Pack 168

CITIZEN COMMENTS

3. Any person who is not scheduled on the agenda may address the City Council under Citizen Comments or on any other agenda item by completing a Citizen Appearance Request form with the City Secretary. A member of the public may address the City Council regarding an item on the agenda either before or during the Council's consideration of the item, upon being recognized by the Mayor or upon the consent of the City Council. Citizens will have three (3) minutes to address Council. In accordance with the Texas Open Meetings Act, the City Council is restricted in discussing or taking action during Citizen Comments.

PRESENTATIONS

4. Mayor Tate to present a proclamation declaring November 3-9, 2024, National Animal Shelter Appreciation Week.
5. Mayor Tate to present a proclamation declaring November as National Native American Heritage Month.
6. Mark Harrison, CEO of Northern Texas PGA, to present thank you for Grapevine's sponsorship of the 2024 Texas Women's Open.
7. Paul W. McCallum and Naomi Saenz, CVB to present the status of agreements with Sister Cities: Parras, Mexico; Krems, Austria; West Lothian, Scotland, and an update on the first official mission to Barossa, South Australia.
8. Mayor Tate to present the Gallacher Cup to the 2024 winners of the 13th Golf Tournament between Grapevine-Colleyville Independent School District and West Lothian Schools.

NEW BUSINESS

9. Consider **Ordinance No. 2024-098** amending the Grapevine Code of Ordinances, Chapter 12 - Health and Sanitation, relative to mobile food units (MFUs), 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 Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion.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 a mid-year appointment to the Library Board to fill a vacant position. Mayor Pro Tem Darlene Freed recommends approval.
11. Consider approving the continued partnership with Alliance For Children. Assistant City Manager recommends approval.
12. Consider the renewal of an annual contract for enterprise sourcing services with Ion Wave Technologies, Inc. Chief Financial Officer recommends approval.
13. Consider approving the findings and an extension of the contract for court fees and fines collection services with Linebarger Goggan Blair & Sampson, LLP. Chief Financial Officer recommends approval.
14. Consider the renewal of an Interlocal Agreement with the cities of Colleyville, Southlake, and Keller for the Metroport Teen Court. Chief Financial Officer recommends approval.
15. Consider the purchase of a lift bag kit for the Technical Rescue Team. Fire Chief recommends approval.
16. Consider a firework permit for the Gaylord Glass Cactus event for the Imperial Tobacco Group fireworks show on Monday, November 18, 2024. Fire Chief recommends approval.
17. Consider renewal of an annual contract for EMS billing services with Emergicon, LLC. Fire Chief recommends approval.
18. Consider the renewal of an annual contract with MCCI, LLC for Laserfiche support services. Chief Information Officer recommends approval.
19. Consider the purchase a three-year contract for an internet circuit from United Private Networks. Chief Information Officer recommends approval.

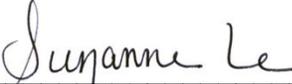
20. Consider the purchase of Nutanix software license and production support of the virtual desktop environment from Waypoint. Chief Information Officer recommends approval.
21. Consider the purchase of VMware Horizon Enterprise support/subscription services from SHI Government Solutions. Chief Information Officer recommends approval.
22. Consider the purchase of a new skid steer loader model CTX160 from Vermeer Equipment of Texas. Parks and Recreation Director recommends approval.
23. Consider the purchase for fencing at Dove Water Park from Marr Welding and Construction. Parks and Recreation Director recommends approval.
24. Consider the purchase of family attractions for Carol of Lights from Artificial Ice Events. Parks and Recreation Director recommends approval.
25. Consider the purchase of a replacement audio system for The REC from ImageNet Office Systems. Parks and Recreation Director recommends approval.
26. Consider the renewal for Brazos ticketing software maintenance from Tyler Technologies. Police Chief recommends approval.
27. Consider the renewal of an annual contract for the purchase of first responder uniforms, accessories and services with Galls, LLC. Police Chief recommends approval.
28. Consider the purchase of ammunition from Precision Delta Corp. Police Chief recommends approval.
29. Consider the renewal of annual contracts for the purchase of concrete and related concrete materials with 1st Choice Remodeling, NG Concrete, City Concrete, Burnco Concrete, Wheat Lumber Company, Ready Cable, Inc. and White Cap. Public Works Director recommends approval.
30. Consider an annual contract for HVAC filters, supplies and equipment from Joe W. Fly Company and Texas Air Systems. Public Works Director recommends approval.
31. Consider a contract for HVAC preventive maintenance services with The Brandt Companies, LLC and Tex-Air Filters. Public Works Director recommends approval.
32. Consider renewal of an annual contract for building maintenance, repair, operations supplies and equipment with Fairway Supply, Inc. Public Works Director recommends approval.

33. Consider an annual contract for building services, repairs, supplies and equipment from Facility Solutions Group. Public Works Director recommends approval.
34. Consider an annual contract for fire, security systems and monitoring services from Firetrol Protection Systems, Inc. Public Works Director recommends approval.
35. Consider an annual contract for overhead doors and gates from DH Pace Company, Inc. Public Works Director recommends approval.
36. Consider the third amendment to the contract for construction materials and engineering services with Terracon Consultants, Inc. Public Works Director recommends approval.
37. Consider the payment of the Texas Commission on Environmental Quality Annual Consolidated Water Quality fee. Public Works Director recommends approval.
38. Consider an annual contract for multimedia services for live streaming, archiving, and live closed captioning of public meetings. Chief Information Officer recommends approval.
39. Consider the minutes of the October 15, 2024, 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 1, 2024 by 5:00 p.m.



 Suzanne Le
 Assistant to the City Secretary



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

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

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: AMENDMENTS TO CHAPTER 12, HEALTH AND SANITATION OF THE CODE OF ORDINANCES, FURTHER REGULATING MOBILE FOOD UNITS (MFUs).

RECOMMENDATION: City Council to consider approving an amendment to the Grapevine Code of Ordinances, Chapter 12 - Health and Sanitation, further regulating mobile food units (MFUs).

FUNDING SOURCE: None.

BACKGROUND: The purpose of this amendment is to permit mobile food units to operate intermittently on certain non-residential properties, provided they have the property owner's consent. These units must comply with specific standards, obtain the necessary permits, and pass health and fire inspections in the City of Grapevine.

Mobile food units (MFUs), commonly known as food trucks or trailers provide diverse, convenient, and affordable food choices for residents and visitors. However, without proper regulation, these units can pose health, safety, and operational concerns. Many cities have successfully introduced ordinances to balance public safety with the benefits that mobile food units offer.

Currently, the City's Code of Ordinances only requires mobile food units to undergo health inspections from the local health authority, Tarrant County Public Health. However, the ordinance does not specifically outline how these units may operate within the city, except for ice cream trucks.

This amendment seeks to establish a clear process for mobile food units to operate in the city, outside of public rights-of-way and on non-residential properties, while allowing for consistent enforcement. The proposed ordinance aims to create clear, enforceable standards that promote the responsible operation of MFUs.

****Ordinance Overview****

1. Allowable Locations and Permissions

- MFUs may operate on non-residential properties intermittently, with the consent of the property owner.
- Acceptable locations include commercial zones, while residential and other prohibited areas are excluded.
- Property owners will be required to submit written permission for the MFU to operate on their premises.

2. Permitting and Inspections

- All MFUs must obtain a permit from the city's designated health authority and fire prevention office before operating.
- The permitting process will involve:
 - Proof of the property owner's permission.
 - Completion of a health inspection to verify that the unit meets food safety standards.
 - Completion of a fire inspection to ensure the unit is equipped with necessary fire prevention equipment and meets safety regulations (e.g., suppression systems and ventilation).

PART II - CODE OF ORDINANCES
 Chapter 12 - HEALTH AND SANITATION
 ARTICLE I. FOOD ESTABLISHMENTS

ARTICLE I. FOOD ESTABLISHMENTS¹

DIVISION 1. GENERALLY

Sec. 12-1. Purpose.

The purpose of these rules is to safeguard public health and provide to consumers food that is safe, unadulterated, and honestly presented.

(Ord. No. 2002-58, § 2, 8-20-02)

Sec. 12-2. Designation of health authority.

The city designates Tarrant County Public Health as its health authority for the purpose of ensuring minimum standards of environmental health and sanitation within the scope of that department's function.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2004-27, § 2, 4-20-04; Ord. No. 2023-077, § 2, 11-7-23)

¹Editor's note(s)—Ord. No. 2002-58, and § 2, adopted Aug. 20, 2002, deleted former art. I, §§ 12-1—12-9 in its entirety, and added new arts. I—V. Formerly, art. I pertained to general provisions, and derived from the following ordinances:

Ord. No.	Adoption Date
68-38	12- 3-68
69-30	8-19-69
73-30	8- 7-73
83-28	6- 7-83
83-71	11- 1-83
85-46	9-17-85
88-02	1- 5-88
Ord. No.	Adoption Date
90-56	9- 4-90
91-42	7- 2-91
91-44	7-16-91
91-49	8- 6-91
95-22	4- 4-95
95-69	9- 5-95
99-21	3- 2-99

Sec. 12-3. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings as ascribed to them in this section, except where the context clearly indicates a different meaning:

Adulterated food: A food containing any poisonous or deleterious substance as specified in the V.T.C.A., Health and Safety Code § 431.081.

Approved: Acceptable to health services based on a determination of conformity with principles, practices, and generally recognized standards that protect public health.

Beverage: A liquid for drinking, including water.

Building official: The officer or other designated authority charged with the administration and enforcement of this code, or the building official's duly authorized representative.

Consumer: A person who is a member of the public, purchases and takes possession of food, is not functioning in the capacity of an operator of a food establishment or food processing plant, and does not offer the food for resale.

Department: The Texas Department of Health.

Easily cleanable: A characteristic of a surface that allows effective removal of soil by normal cleaning methods; is dependent on the material, design, construction, and installation of the surface; and varies with the likelihood of the surface's role in introducing pathogenic or toxigenic agents or other contaminants into food based on the surface's approved placement, purpose, and use.

Employee: Any person manufacturing, packaging, producing, processing, storing, selling, offering for sale, vending, preparing, serving, or handling any food in a food establishment.

Food: A raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption, or chewing gum.

Food establishment: An operation that stores, prepares, packages, serves, or otherwise provides food for human consumption such as: a food service establishment; retail food store; satellite or catered feeding location; catering operation, if the operation provides food directly to a consumer or to a conveyance used to transport people; market; remote catered operations; conveyance used to transport people; institution; or food bank; and that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers.

Food handler: Any person who prepares, serves, packages or handles open food or drink, or who handles clean utensils, pots, pans, or single-service items.

Food supply center: [A commercial food service operation where food, food containers, or food supplies are kept, handled, prepared, packaged, or stored. It cannot be a residential kitchen and is maintained in accordance with state regulations.](#)

Health services: Tarrant County Public Health.

Nonprofit facility:

- (1) All government entities and political subdivisions and public school districts.
- (2) Organizations chartered under the Texas Non-Profit Corporation Act.
- (3) Operations exempted by Internal Revenue Code section 501C.

Mobile food establishment: [A self-contained food service operation that is mounted on a vehicle, either self-propelled or otherwise, and is designed to be mobile. It can be used to store, prepare, display, serve or sell food. It](#)

~~*must be able to always move, does not include a stand or booth. A vehicle-mounted food establishment designed to be readily moveable (includes a push cart).*~~

Packaged: Bottled, canned, cartoned, securely bagged, or securely wrapped, whether packaged in a food establishment or a food processing plant. The term does not include a wrapper, carryout box, or other non-durable container used to containerize food with the purpose of facilitating food protection during service and receipt of the food by the consumer.

Permit: The document issued by health services that authorizes a person to operate a food establishment.

Permit holder: The entity that is legally responsible for the operation of the food establishment such as the owner, the owner's agent, or other person; and who possesses a valid permit to operate a food establishment.

Person in charge: The individual present at a food establishment who is responsible for the operation at the time of inspection.

Temporary food establishment: A food establishment that operates for a period of no more than five consecutive days in conjunction with a single event or celebration no more than four times a year.

Vending machine: A self-service device that, upon insertion of a coin, paper currency, token, card, or key, dispenses unit servings of food in bulk or in packages without the necessity of replenishing the device between each vending operation.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2004-27, § 3, 4-20-04)

Sec. 12-4. Fees.

- (a) Health services shall charge fees for food establishments in addition to those charged by the building services department.
- (b) The fees shall be set forth in a schedule adopted by Tarrant County Public Health Department and the city council.
- (c) The fee schedule shall be available to the public at the health services office.

(Ord. No. 2023-077, § 3, 11-7-23)

Editor's note(s)—Ord. No. 2023-077, §§ 3 and 4, adopted November 7, 2023, amended the Code by adding a new § 12-4, and renumbering former § 12-4 as a new § 12-5.

DIVISION 2. AMENDMENTS/ADMINISTRATION

Sec. 12-5. Regulations adopted and amendment standards.

The provisions of the current rules or rules as amended are herein adopted together with the additions, deletions, and amendments hereinafter contained in 25 Texas Administrative Code, Chapter 228.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 4, 11-7-23)

Note(s)—Former § 12-4. See editor's note, § 12-4.

Sec. 12-6. Food handler card required.

- (a) Every food service employee shall within 30 days of the date of employment, be the holder of a current valid food handler card, issued by health services.
- (b) No person who owns, manages or otherwise controls any food service establishment shall permit any food service employee to come in contact with any defined food related areas if the employee does not within 30 days after employment possess a current valid food handler card issued by health services.
- (c) Every food service or food establishment shall have available on the premises at all times the food handling card of each employee for inspection, and if requested, shall provide the Tarrant County Public Health with documentation of the date of employment of any employee of the establishment.
- (d) Temporary food service establishments operated in conjunction with a special event shall be exempt from this required food handler's card.
- (e) Every card issued shall remain effective for a period of three years at the discretion of health services and may be renewed upon successful completion of additional approved refresher courses and payment of renewal fees. Food handler cards are the property of the person named thereon and must be returned by employers to such person upon cessation of employment.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2004-27, § 4, 4-20-04; Ord. No. 2023-077, § 5, 11-7-23)

Editor's note(s)—Ord. No. 2023-077, § 5, adopted November 7, 2023, amended the Code by renumbering former §§ 12-5—12-20 as new §§ 12-6—12-21.

Sec. 12-7. Food handling class required; food handler card.

In order to receive a food handler card, every person owning, employed by, or otherwise connected with a food establishment whose work brings him/her into contact with food, utensils or food service equipment shall be required to attend a food handling class held by health services before a food handler card will be issued. An approved food management protection training program as required by V.T.C.A., Health and Safety Code ch. 438, subch. D, as amended, may be substituted for the course provided by the Tarrant County Public Health.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2004-27, § 5, 4-20-04; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-6. See editor's note, § 12-6.

Sec. 12-8. Food establishments permits required.

- (a) No person shall operate a food establishment without a current, valid food establishment permit issued by health services.
- (b) A separate permit shall be required for every food establishment with separate and distinct facilities and operations, whether situated in the same building or at separate locations. Separate and distinct lounge operations within a food establishment that are in addition to food operations require a separate permit (inclusive of bars, deli(s) or like businesses).
- (c) Permits issued under the provisions of this article are not transferable. A permit shall be valid for the period of time shown on the face of the permit, unless earlier suspended or revoked by health services.
- (d) The application for a new or a renewed permit shall be made on an application form prescribed by health services.

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- (e) The application shall require the applicant's name, type of business organization, the name and address of the owner or principal officer of the business, the nature of the business, the location of the business, and such other information as health services deems necessary.
 - (f) Applications for permits for mobile food units or temporary event establishments which operate from a fixed food facility located outside of the city shall have correct truck registration, insurance, and valid/current driver's license information for each vehicle and each driver. [Refer to Sec. 12-21. Mobile Food Units for more requirements.](#)
 - (g) A temporary food/event establishment permit shall be required and daily inspections shall be required.
 - (h) Health services shall not renew an expiring or expired permit until the owner or operator of the food establishment provides proof of compliance with current minimum health requirements.
 - (i) Upon change of ownership of a business, the new owner shall be required to meet current food establishment standards as defined in this Code and state law before a permit will be issued by health services.
 - (j) The following types of establishments are exempt from the requirements of this article:
 - (1) Group homes;
 - (2) Establishments selling only commercially packaged, non-potentially hazardous foods;
 - (3) Vending machines;
 - (4) Facilities operated by nonprofit organizations for their members, families, and invited guests. Facilities are not exempt when food service is provided in conjunction with a child care facility, retirement center, hospital, school, indigent feeding program or public fundraising events; and
 - (5) Private schools that do not have a kitchen.
 - (k) Criminal offenses.
 - (1) A person commits an offense if the person knowingly owns, operates, or is in control of a food establishment that is operating without a valid food permit.
 - (2) A person commits an offense if the person owns or operates a food establishment and knowingly fails to post and maintain a permit.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-7. See editor's note, § 12-6.

Sec. 12-9. Classification of permits.

- (a) Food establishment permits shall be classified according to the duration of operation and location of such operation.
- (b) The duration of a permit shall fall within one of three categories; annual, temporary, or seasonal, as follows:
 - (1) *Annual.* An establishment that operates throughout the year.
 - (2) *Temporary.* An establishment that operates five consecutive days/or fewer, in conjunction with a special event no more than four times a year.
 - (3) *Seasonal.* An establishment that operates no more than six weekends consecutively, two times each year, and not associated with a special event. Establishment shall be issued one permit two times per year, with permission from primary business location and operate as secondary only to primary

business location with current and valid certificate of occupancy and during normal business hours. No seasonal permits shall be issued for any residential zones.

(c) The location classification of a permit shall fall within one of two categories, either fixed or mobile, as follows:

(1) *Fixed food establishments.*

- a. Food service establishment—Restaurants, cafeterias, snack bars, bakeries, snow cone stands, caterer's commissaries, private school cafeterias, halfway house food services, hospital kitchens/cafeterias, institutional food services, etc., where food is prepared and served.
- b. Retail food stores handling prepackaged, potentially hazardous foods.
- c. Retail food stores handling, processing or selling open foods.
- d. Food warehouses/wholesalers.
- e. Bars/lounges.

(2) *Mobile food units.*

- a. Retail food unit handling prepackaged food.
- b. Retail food unit (including [trucks](#), trailers, mobile barbecues, snowcone units, etc.) handling, processing or selling open food. A separate permit is required for each different type of mobile unit owned or operated by an individual or company.
- c. Any person or firm who operates a mobile food unit or a mobile food establishment as defined in this article shall not operate such [unit or establishment](#) within one block of any block containing [an elementary or junior high public or private school](#).
- d. Only food items previously approved by health services may be sold on a mobile food unit. Non-food items such as toys, fireworks, or any hazardous substances such as stink bombs are prohibited.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-8. See editor's note, § 12-6.

Sec. 12-10. Permits—Authority to issue.

Health services is hereby authorized to issue permits to any person or firm making application for a food establishment permit, food handler permit, mobile food establishment or a temporary food establishment permit in the city; provided that only a person or firm that complies with the requirements of this article shall be entitled to receive and retain such permit.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-9. See editor's note, § 12-6.

Sec. 12-11. Permits—Application.

- (a) Application for such permit as required by this article in section 12-7(a) shall be made in writing to health services upon forms prescribed and furnished by health services.
- (b) A food establishment permit plan review fee shall be due for each food establishment that requires plans to be submitted according to section 12-7.

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- (c) A food establishment permit application fee shall be due for each food establishment that requires a new food establishment permit due to change of ownership, change in type of operation, or revocation, and a new application shall be made for a permit as required by section 12-7(a). Whenever a new food establishment permit is required, health services shall inspect the food establishment prior to beginning operation to determine compliance with requirements of this article.
- (d) Failure to provide all required information, or falsifying information required on the application, may result in denial or revocation of the permit.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-10. See editor's note, § 12-6.

Sec. 12-12. Review of plans.

- (a) *Submission of plans.* Whenever a food service establishment is constructed or remodeled and whenever an existing structure is converted to use as a food service establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the City of Grapevine Building Department for review and approval before construction, remodeling or conversion is to begin. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans and construction materials of work areas, and the type and model of proposed fixed equipment and facilities. The building department shall approve the plans and specifications if they meet the requirements of these rules. No food service establishment shall be constructed, remodeled or converted except in accordance with plans and specifications approved by the building department.
- (b) *Pre-operational inspection.* Whenever plans and specifications are required by subsection (a) of this section to be submitted to the building department, the building department shall inspect the food service establishment prior to its beginning operation to determine compliance with the approved plans and specifications and with the requirements to these rules.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-11. See editor's note, § 12-6.

Sec. 12-13. Posting of food establishment and temporary food establishment permits.

Every permit holder or person in charge shall at all times have available on display in public view the food establishment permit, mobile food establishment permit, or temporary food establishment permit.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-12. See editor's note, § 12-6.

Sec. 12-14. Permits—Duration.

- (a) Any food establishment permit or mobile food unit permit granted under the provision of section 12-78(a) shall remain in full force and effect 12 months from the date of issuance as long as the annual food establishment permit fee is paid and unless said permit is denied, suspended or revoked for cause. A food establishment permit that lapses for non-payment of the annual food establishment permit fee will be re-instated upon payment of a re-instatement fee, except that permits lapsed for more than three months may not be re-instated.

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- (b) An exception to paragraph (a) above is that a temporary food establishment permit shall remain in full force and effect for a period of time not more than five consecutive days from date of issuance in conjunction with a single event or celebration unless suspended or revoked for cause.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-13. See editor's note, § 12-6.

Sec. 12-15. Permits—Non-transferable.

Every permit issued under the provisions of this ordinance shall be non-transferable, non-refundable, and at health services discretion. A food establishment or temporary food establishment permit shall permit the operation of the establishment only at the location, for the type of food service, and for the permit holder for which granted.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-14. See editor's note, § 12-6.

Sec. 12-16. Inspection frequency.

- (a) An inspection of a food service establishment shall be performed at least twice annually and shall be prioritized based upon assessment of a food establishment's compliance and potential of causing food borne illness according to the Texas Food Establishment Rules.
- (b) Additional inspections of the food establishment shall be performed as often as necessary for the enforcement of this article.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-15. See editor's note, § 12-6.

Sec. 12-17. Inspections regulations.

- (a) Health services may enter premises or vehicles regulated by this article at all reasonable times whenever it is necessary to make an inspection to enforce any of the provisions of this article or other laws regulating food, to inspect permits, certificates, and other records required by this article and state and federal laws regulating food, to collect samples of food and other substances as may be necessary for the detection of unwholesomeness or adulteration, or whenever probable cause exists to believe that a violation of this article or other laws regulating food exists.
- (b) Health services shall first present credentials and demand entry if the premises are occupied. If the premises are unoccupied, the inspector shall first make a reasonable attempt to locate the owner, operator or other person in control of the premises and demand entry.
- (c) If entry is denied or if a person in control cannot be located, health services shall have every recourse provided by law to secure entry, including obtaining a search warrant.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-16. See editor's note, § 12-6.

Sec. 12-18. Examination and condemnation of food generally.

Food may be examined or sampled by health services as often as necessary for enforcement of these rules. Health services, upon written notice to the owner or person in charge specifying with particularity the reasons therefore, may place a hold order on any food which it believes is in violation of Texas Food Establishment Rules. Health services shall tag, label, or otherwise identify any food subject to the hold order.

No food subject to a hold order shall be used, served, or moved from the establishment. Health services shall permit storage of the food under conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished. The hold order shall state that a request for hearing may be filed within ten days and that if no hearing is requested the food shall be destroyed. A hearing shall be held if so requested, and on the basis of evidence produced at that hearing, the hold order may be vacated, or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of these rules.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-17. See editor's note, § 12-6.

Sec. 12-19. Procedure when infection is suspected.

When health services has reasonable cause to suspect the possibility of disease transmission from any food service establishment employee, it may secure morbidity history of the suspected employee or make any other investigation as may be indicated and shall take appropriate action. Health services may require any or all of the following measures:

- (1) The immediate exclusion of the employee from all food service establishments;
- (2) The immediate closing of the food service establishment concerned until, in the opinion of health services, no further danger of disease outbreak exists;
- (3) Restriction of the employee's services to some area of the establishment where there would be no danger of transmitting disease; and
- (4) Adequate medical and laboratory examination of the employee, of other employees and of his and their body discharges.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-18. See editor's note, § 12-6.

Sec. 12-20. Remedies.

- (a) *Penalties.* Any person who violates a provision of these rules and any person who is the permit holder of or otherwise operates a food service establishment that does not comply with the requirements of these rules and any responsible officer of that permit holder or those persons shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not to exceed \$2,000.00 for violations of provisions governing public health and sanitation for each offense. Each day that such violation shall continue shall be deemed a separate and distinct offense and shall be punished as such.
- (b) *Injunctions.* Health services may seek to enjoin violations of these rules.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-19. See editor's note, § 12-6.

Sec. 12-21. Additional requirements for mobile food units ~~mobile ice cream vendors and other vehicles vending products to children.~~

A. Mobile food units are subject to the following regulations:

- a. All mobile food units operating in the City of Grapevine must first obtain certificates and permits from the City of Grapevine Planning Services Department, Fire Prevention Office and health services. The certificate to operate and permits must be kept in the unit and visually always displayed to the public.
- b. All mobile food units operating within the City of Grapevine must have a State of Texas sales and use tax permit. Operators who sell taxable items are responsible for collecting and reporting state and local sales and use tax to the Texas Comptroller of Public Accounts. The report should be based on the location of the mobile food unit where taxable sales occurred. To ensure that the City of Grapevine receives its portion of the local sales and use tax generated from taxable sales made by the mobile food unit within the city, the mobile food unit owner/operator must use the jurisdiction's name and local code when reporting sales and use tax for taxable items sold in the city.
- c. All mobile food units except for ice cream trucks, shall not operate within public rights-of-way.
- d. The City of Grapevine reserves the right to deny a mobile food unit permit to any owner/operator or property for any reason.

B. Mobile food unit certificate to operate required (Certificates are non-transferable):

- a. Written permission (letter or email) from the property owner(s) or their agent or designee, allowing the operation of a mobile food unit and their customers' access to a commercially plumbed public restroom on-site.
- b. Information about the person responsible for the Mobile Food Unit, including their name, legal address, phone number, and email address, and including:
 - i. The address of the unit's food supply center;
 - ii. The address where the unit is stored overnight;
 - iii. The location where food, food containers, or food supplies are kept, handled, prepared, packaged, or stored;
 - iv. The legal address where the unit is maintained and cleaned; and
 - v. The legal address where waste, including wastewater and grease, is disposed of.
- c. Detailed route and service locations (properties), including dates and time windows of service. This information includes the person responsible for each property, their name, legal address, phone number, and email address.
- d. Detailed site layout depicting the location of the mobile food unit on the property(ies). Minimum information on the site layout must include:
 - i. Indicate the location of the proposed mobile food unit and all existing structures on the lot;
 - ii. Property boundaries with lot dimensions;
 - iii. Street location name(s);
 - iv. North arrow;

- v. Dimensions of Unit, length, width, and height of the food unit;
 - vi. Entry/Exit Points, locations of all customer and staff entry/exit points;
 - vii. Area for solid waste collection;
 - viii. Layout of tables and chairs for customer seating (if applicable);
 - ix. Location of nearby restrooms for staff and customers;
 - x. Traffic flow, pathways for customer foot traffic, including queue lines and service windows;
 - xi. Parking area; designated parking for the food unit (if needed); and
 - xii. Emergency exits, clear paths for emergency evacuation or response.
 - e. Proof of current health permit and food handler cards from health services.
 - f. Valid vehicle registration, motor vehicle operator's license, proof of vehicle liability insurance and a Texas Sales Tax Permit.
 - g. Hold harmless agreement if the unit is to be located on City of Grapevine property.
 - h. Notarized statement by owner that acknowledges and accepts a minimum amount of \$1,000,000 liability insurance, that covers the mobile food unit, must be maintained at all times and that proof of such insurance coverage can be demanded to be provided to the city upon three working days' notice to the owner.
 - i. Certificate and Inspection fees.
 - i. There are three types of certificates of operation for mobile food units consistent with Subsection 12-8(b) of the Code of Ordinances:
 - 1. Annual \$300.00 (this fee can be prorated if the certificate is sought after the first or the year);
 - 2. Temporary \$25.00; and
 - 3. Seasonal \$100.00.
- C. Alcoholic beverage sales:
- a. Alcoholic beverages sales from mobile food units are prohibited.
- D. Location, number and site design:
- a. All mobile food units must be located on private property being a platted lot, which is appropriately zoned for commercial development, including "LB", Limited Business, "CN", Neighborhood Commercial, "CC", Community Commercial District, "GV", Grapevine Vintage District, "HC", Highway Commercial District, "HCO", Hotel Corporate Office District, "RA", Recreation/Amusement District, "LI", Light Industrial District, and "GU", Governmental Use District.
 - b. Units shall operate on an individually platted lot, where an existing permanent business operates in a building with a valid certificate of occupancy.
 - c. No more than three (3) mobile food units may be located on one (1) lot at any time or at the same location for consecutive weeks unless part of a city-sponsored festival or special event.
 - d. Mobile food units shall be located within 250 feet of the entrance of a primary building that holds the certificate of occupancy.
 - e. No mobile food unit shall be located on a vacant lot.
 - f. No mobile food units, their merchandise, advertising or seating shall obscure traffic visibility.

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- g. No mobile food units operating under this regulation shall be allowed to sell or service food on any public streets, sidewalk or other public right of way unless approved in writing by the City of Grapevine as part of a city sponsored festival or special event.
 - h. Mobile food units and their associated equipment shall not operate in driveways, fire lanes, or required parking spaces for the buildings on the lot.
 - i. Mobile food units, including associated seating, may operate in parking spaces on a commercially zoned, individually platted lot, if the required parking for the center remains in compliance with parking requirements as set forth in the City of Grapevine's ordinances.
 - i. No more than four (4) parking spaces shall be utilized for a mobile food unit or their associated vehicles or equipment.
 - j. A single mobile food unit owned and operated by a brick-and-mortar restaurant, brewery, brewpub, distillery, winery, or golf course is allowed to be parked or stored on the same property and on an improved surface as indicated on the detailed site layout. It must be located outside of required parking spaces, fire lanes, and drive aisles. It must also be located a minimum of 100 linear feet from any residentially zoned property or residential use.
 - k. A mobile food unit may utilize outside seating consisting of a portable table and a maximum seating capacity of eight (8), within no more than one (1) non-required parking space.
 - l. All mobile food units shall be equipped with a self-closing lidded, trash receptacle. The trash receptacle must be placed outside next to the mobile food unit for use by the patrons of the unit. The area around the mobile food unit shall be kept clean and free of litter, garbage, and debris within a designated space.
 - m. Mobile food units shall be removed from the lot on a daily basis and may only operate during the business hours of the primary business and may not be parked for longer than 12 hours. They may operate no earlier than 7:00 a.m. and no later than 10:00 p.m. Mobile food units can be located on one site for no more than four (4) events per year and no more than two (2) days per event per calendar year.
- E. Utilities:
- a. Water shall be from an internal tank, and electricity shall be from a generator, unless approved for permanent placement via a conditional use permit approval.
- F. Inspections:
- a. The city shall have the right to inspect the mobile food unit and the lot it is located on at any time to ensure compliance.
 - b. The mobile food unit owner/operator shall submit proof of a current approved mobile food unit inspection and food handler cards from the health authority with each new permit and permit renewal.
- G. Prohibitions:
- a. A drive-through is not permitted in conjunction with the mobile food unit and shall not provide a drive-through service of any kind.
 - b. Temporary connections to potable water, sanitary sewer and electricity are prohibited.
 - c. No outdoor speakers of any type are permitted to emanate from a mobile food unit or associated seating and table areas.

- d. No mobile food unit(s) shall be stored or kept in city rights-of-way, on residential properties, in residential zoning districts, on vacant properties, or within 100 feet of residential/zoned property within the city limits. Violation of this prohibition will result in fines and the removal of the mobile food unit.
- e. Mobile food units shall not stop, park, store, or operate on South Main Street properties or within the rights-of-way between the intersections of South Main Street/Northwest Highway and South Main Street/Dallas Road, or on any adjacent street within 250 feet of South Main Street.

H. Exceptions:

- a. Mobile food units participating in a city-approved festival or special event are exempt from the prohibition on operating on properties along South Main Street or an adjacent street (from Northwest Highway to Dallas Road, provided they meet the following requirements:
 - i. Mobile food units must obtain the necessary Temporary Health Permit from health services and Fire Prevention Permit from the City's Fire Prevention office prior to participating in any festival or special event.
 - ii. The event must be pre-approved by the City as an official festival or special event. The exception applies only to the dates and locations specified for the event.
 - iii. All mobile food units must comply with health and safety regulations as outlined in their temporary permits during the event.
 - iv. The exception is valid only for the duration of the festival or special event, after which the prohibition will apply.
- b. Private events in a residential district or property, which are not advertised to the public (such as a birthday or graduation party), are permitted to have one mobile food unit operating during the event's hours on one day only, and not on a series of days. This is limited to a maximum of two events per calendar year. The placement of the unit should not obstruct traffic or visibility, and it must be outside of the public rights-of-way. Additionally, it must adhere to all required sanitation, health permits, and noise requirements for residential districts and properties.

I. ~~(a)~~ Additional requirement for mobile ice cream vendors, issuance of permit.

- (1) All drivers of ice cream trucks and other vehicles vending products to children shall submit a copy of their driver's license to the city and obtain the permit described in this article before operating such vehicle.
- (2) All permit applicants shall provide proof of automobile insurance according to state law along with the application.
- (3) All applicants shall be subject to a criminal history background check, and shall consent to such check as a condition of application. A conviction for any offense involving actual or attempted homicide, kidnapping, assault or assaultive offenses, unlawful sexual conduct or assault, theft (including robbery or burglary), prostitution or obscenity shall be grounds for disqualification of an applicant.

J. ~~(b)~~ Safety equipment for ice cream trucks.

- (1) Signs stating "WATCH FOR CHILDREN" must be provided on the front, back, and both sides of the vehicle in at least four inch letters of contrasting colors.
- (2) The company name, address, and phone number must be on both sides of the vehicle in at least three-inch letters of contrasting colors.
- (3) A serving window, capable of being closed when not in use, must be provided and must be located on the curbside only.

- (4) Left and right outside rear view mirrors as well as two additional outside wide-angle mirrors on the front and back of the vehicle must be provided to enable the driver to see around the entire vehicle.
- (5) Operable yellow or amber flashing hazard lights that are clearly visible not less than 100 yards from the mobile unit under average daylight conditions shall be provided. Lights must be mounted no more than 12 inches below the mobile unit's roof and must be operational when the truck is in motion. ~~Such lights shall be mounted no more than 12 inches below the roof of the mobile unit.~~ No fewer than two lights shall be visible from each approach.
- (6) A rear bumper cover shall be installed to prevent children from standing or jumping on the rear of the vehicle.

K. (e) ~~Vending requirements for mobile ice cream vendors.~~

- (1) *Location.*
 - a. Mobile ice cream trucks are permitted to vend in an area for no more than 15 minutes, then they must move to another location.
 - b. Mobile ice cream vending is prohibited within City of Grapevine parks except when the owner/operator has entered into a concessionaire agreement with the Parks and Recreation Department.
 - c. Mobile ice cream trucks shall not vend within one block of any block containing an elementary or junior high school during school hours or within one hour before or after school hours on a day that school is scheduled to be in session.
 - d. Mobile ice cream trucks shall not vend within 100 feet from an intersection.
- (2) *Hours of operation.* Mobile ice cream vending may only occur from 10:00 a.m. to one-half hour before sunset.
- (3) *Use of sound equipment.*
 - a. Use of sound equipment shall be limited to music or human speech.
 - b. Sound shall not be audible more than 100 yards from the truck. Sound shall be produced at no more than 80 dBA.
 - c. Sound equipment may only be used from 10:00 a.m. until one-half hour before sunset.
 - d. Sound shall not be broadcast within 100 yards of schools during school hours while school is in session, or within 100 yards of hospitals, churches, courthouses, funeral homes, or cemeteries.
 - e. Sound shall be turned off while the vehicle is stopped for vending.
- (4) *Safety precautions.*
 - a. Drivers shall check around the vehicle before leaving the area to ensure that children are not remaining. When handing the purchased product to the children, drivers shall make certain traffic is clear, in case a child leaves the truck immediately and fails to observe the hazard of oncoming traffic.
 - b. Child customers shall not be allowed inside the vehicle. This provision shall not apply to children related to the driver within the third degree of consanguinity or affinity, while riding with the driver along the sales route.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2007-43, § 2, 8-21-07; Ord. No. 2023-077, § 5, 11-7-23)

Note(s)—Former § 12-20. See editor's note, § 12-6.

DIVISION 3. ENFORCEMENT

Sec. 12-22. Enforcement options.

When the building official or his designee has determined that a violation of this article has occurred or is occurring, the following remedies are available to health services. The remedies provided for in this section or elsewhere in this article are not exclusive. Health services may take any, all, or any combination of these actions against a violator, consecutively or concurrently:

- (1) Issuance of a written warning notice, ~~verbal or written~~;
- (2) Issuance of one or more citations;
 - a. After two (2) citations are issued to a mobile food unit owner/operator due to noncompliance within a six (6) month period, the mobile food unit permit shall be suspended.
- (3) Emergency closure/suspension order;
 - a. Post and maintain a placard at the entrance of the food establishment, notice of the conditions therein, or to require the owner, operator, or person in charge of the establishment to maintain the placard at the entrance that this establishment is closed.
 - b. To suspend without delay its food establishment permit.
- (4) Conditions which warrant the actions authorized include but are not limited to loss of electrical power, interruption of water service, sewage backing up into the establishment, serious lack of sanitation, or catastrophic occurrence.
- (5) The owner, operator, or other person in charge of the establishment will be given written notice of the reason for the closure and/or suspension.
- (6) Upon receipt of the notice, the food establishment shall immediately cease food operations.
- (7) A person commits an offense if the person engages in food operations in an establishment which has been closed or had its license suspended pursuant to this section.
- (8) A person commits an offense if the person removes or tampers with any notice posted pursuant to this subsection.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 6, 11-7-23)

Editor's note(s)—Ord. No. 2023-077, § 6, adopted November 7, 2023, amended the Code by renumbering former §§ 12-21—12-23 as new §§ 12-22—12-24.

Sec. 12-23. License, certificate or permit suspension.

- (a) Health services may, without warning, notice or hearing, suspend any permit, license or certificate to operate a food service establishment if the holder of the permit, license or certificate has failed to comply with the requirements of these rules; and such noncompliance constitutes a hazard to public health. Health services may end the suspension at anytime if the reason for suspension/emergency closure no longer exists.

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- (b) If an imminent health hazard exists, such as complete lack of refrigeration or sewage backup into the establishment, the establishment shall immediately cease food service operations. Operations shall not be resumed until authorized by health services.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 6, 11-7-23)

Note(s)—Former § 12-22. See editor's note, § 12-22.

Sec. 12-24. Revocation proceedings.

- (a) *Notification of right to hearing.* When a notice of suspension is given the holder of the permit or certificate or the person in charge (should said person not agree with the findings of the inspection report); then said person must submit an [an appeal to the City Manager's Office](#) ~~petition~~ in writing requesting a hearing. If no written request for hearing is filed within ten days of receipt of the notice of suspension, the permit or certificate will be suspended. Health services may end the suspension at any time if reasons for suspension no longer exist.

1. If a mobile food unit owner/operator fails to submit a written appeal requesting a hearing, the permit shall remain suspended until all noncompliance issues have been completely resolved.

- (b) ~~In its~~ [The appeal-petition](#), ~~the petition~~ shall indicate the provisions of the action objected to, and the reasons for the objection(s), any facts that are contested, the evidence that supports the ~~petitioner's~~ [appellee's](#) view of the facts, and whether the ~~petitioner~~ [appellee's](#) requests a hearing on its [appeal petition](#).
- (c) *Hearings.* The hearings provided for in this chapter shall be conducted by the city manager or his designee who will designate the time and place for the hearing. Based upon the recorded evidence of such hearings: the city manager or his designee shall make a finding and shall sustain, modify or rescind any notice or order considered in the hearing.
- (d) This hearing shall be deemed to exhaust the administrative remedies of the person aggrieved.

(Ord. No. 2002-58, § 2, 8-20-02; Ord. No. 2023-077, § 6, 11-7-23)

Note(s)—Former § 12-23. See editor's note, § 12-22.

Sec. 12-25—12-30. Reserved.

ORDINANCE NO. 2024-098

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS AMENDING THE GRAPEVINE CODE OF ORDINANCES CHAPTER 12, HEALTH AND SANITATION RELATIVE TO MOBILE FOOD UNITS; PROVIDING A PENALTY, NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine is authorized to adopt ordinances to protect the health, safety, and welfare of its citizens; and

WHEREAS, mobile food units, including food trucks and trailers, have become a popular and growing industry in many cities, offering diverse and convenient food options for residents, workers, and visitors; and

WHEREAS, mobile food units contribute to the local economy by providing opportunities for small business owners and entrepreneurs, fostering economic development and job creation; and

WHEREAS, the City seeks to provide clear and consistent regulations for the operation of mobile food units to ensure the health, safety, and welfare of the public, while supporting local business innovation and flexibility; and

WHEREAS, it is necessary to establish specific standards and requirements to protect the public from potential health and safety risks associated with the operation of mobile food units, including proper food handling, sanitation, and fire safety measures; and

WHEREAS, the City of Grapevine has determined that it is a necessity to regulate the activities and entities as provided for herein to safeguard the public; and

WHEREAS, the City of Grapevine is authorized by law to adopt the provisions contained herein, and all constitutional and statutory prerequisites for the approval of this Ordinance have been met, including but not limited to the Open Meetings Act AND CHAPTER 211 OF THE LOCAL GOVERNMENT CODE; and

WHEREAS, the City Council has determined than amendment to Chapter 12, Health and Sanitation, of the Code of Ordinances is in the best interest of the of the health, safety, and welfare of the City of Grapevine and 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 12, Health and Sanitation, Article I. Food Establishments, Division 1. Generally, Section 12-3. Definitions. is hereby amended to include a new definition for *Food Supply Center* and to revise the existing definition for *Mobile Food Establishment*, to read as follows:

Food supply center: A commercial food service operation where food, food containers, or food supplies are kept, handled, prepared, packaged, or stored. It cannot be a residential kitchen and is maintained in accordance with state regulations.

Mobile food establishment: A self-contained food service operation that is mounted on a vehicle, either self-propelled or otherwise, and is designed to be mobile. It can be used to store, prepare, display, serve or sell food. It must be able to always move, does not include a stand or booth.

Section 3. That Chapter 12, Health and Sanitation, Article I. Food Establishments, Division 2. Amendments/Administration, Section 12-8. Food establishment permits required., is hereby amended to read as follows:

- (f) Applications for permits for mobile food units or temporary event establishments which operate from a fixed food facility located outside of the City shall have correct truck registration, insurance, and valid/current driver's license information for each vehicle and each driver. *Refer to Sec. 12-21. Mobile Food Units for more requirements.*

Section 4. That Chapter 12, Health and Sanitation, Article I. Food Establishments, Division 2. Amendments/Administration, Section 12-9. Classification of permits., Subsection (c)(2), Mobile Food Units., is hereby amended to read as follows:

(2) *Mobile food units.*

- a. Retail food unit handling prepackaged food.
- b. Retail food unit (including trucks, trailers, mobile barbecues, snowcone units, etc.) handling, processing or selling open food. A separate permit is required for each different type of mobile unit owned or operated by an individual or company.

- c. Any person or firm who operates a mobile food unit or a mobile food establishment as defined in this article shall not operate such unit or establishment within one block of any block containing a public or private school.
- d. Only food items previously approved by health services may be sold on a mobile food unit. Non-food items such as toys, fireworks, or any hazardous substances such as stink bombs are prohibited.

Section 5. That Chapter 12, Health and Sanitation, Article I. Food Establishments, Division 2. Amendments/Administration, Section 12-12. Permits - Duration., is hereby amended to read as follows:

- (a) Any food establishment permit or mobile food unit permit granted under the provision of section 12-8(a) shall remain in full force and effect 12 months from the date of issuance as long as the annual food establishment permit fee is paid and unless said permit is denied, suspended or revoked for cause. A food establishment permit that lapses for non-payment of the annual food establishment permit fee will be re-instated upon payment of a re-instatement fee, except that permits lapsed for more than three months may not be re-instated.

Section 6. That Chapter 12, Health and Sanitation, Article I. Food Establishments, Division 2. Amendments/Administration., Section 12-21. Additional requirements for mobile ice cream vendors and other vehicles vending products to children., is hereby renamed to Section 12-21. Additional requirements for mobile food units., renumbered and amended to read as follows:

Sec. 12-21. Additional requirements for mobile food units.

A. Mobile food units are subject to the following regulations:

- a. All mobile food units operating in the City of Grapevine must first obtain certificates and permits from the City of Grapevine Planning Services Department, Fire Prevention Office and health services. The certificate to operate and permits must be kept in the unit and visually always displayed to the public.
- b. All mobile food units operating within the City of Grapevine must have a State of Texas sales and use tax permit. Operators who sell taxable items are responsible for collecting and reporting state and local sales and use tax to the Texas Comptroller of Public Accounts. The report should be based on the location of the mobile food unit where taxable sales occurred. To ensure that the City of Grapevine receives its portion of the local sales

and use tax generated from taxable sales made by the mobile food unit within the City, the mobile food unit owner/operator must use the jurisdiction's name and local code when reporting sales and use tax for taxable items sold in the City.

- c. All mobile food units except for ice cream trucks, shall not operate within public rights-of-way.
 - d. The City of Grapevine reserves the right to deny a mobile food unit permit to any owner/operator or property for any reason.
- B. Mobile food unit certificate to operate required (Certificates are non-transferable):
- a. Written permission (letter or email) from the property owner(s) or their agent or designee, allowing the operation of a mobile food unit and their customers' access to a commercially plumbed public restroom on-site.
 - b. Information about the person responsible for the Mobile Food Unit, including their name, legal address, phone number, and email address, and including:
 - i. The address of the unit's food supply center;
 - ii. The address where the unit is stored overnight;
 - iii. The location where food, food containers, or food supplies are kept, handled, prepared, packaged, or stored;
 - iv. The legal address where the unit is maintained and cleaned; and
 - v. The legal address where waste, including wastewater and grease, is disposed of.
 - c. Detailed route and service locations (properties), including dates and time windows of service. This information includes the person responsible for each property, their name, legal address, phone number, and email address.
 - d. Detailed site layout depicting the location of the mobile food unit on the property(ies). Minimum information on the site layout must include:
 - i. Indicate the location of the proposed mobile food unit and all existing structures on the lot;
 - ii. Property boundaries with lot dimensions;
 - iii. Street location name(s);
 - iv. North arrow;
 - v. Dimensions of Unit, length, width, and height of the food unit;
 - vi. Entry/Exit Points, locations of all customer and staff entry/exit points;
 - vii. Area for solid waste collection;
 - viii. Layout of tables and chairs for customer seating (if applicable);
 - ix. Location of nearby restrooms for staff and customers;
 - x. Traffic flow, pathways for customer foot traffic, including queue lines and service windows;
 - xi. Parking area; designated parking for the food unit (if needed); and

- xii. Emergency exits, clear paths for emergency evacuation or response.
 - e. Proof of current health permit and food handler cards from health services.
 - f. Valid vehicle registration, motor vehicle operator's license, proof of vehicle liability insurance and a Texas Sales Tax Permit.
 - g. Hold harmless agreement if the unit is to be located on City of Grapevine property.
 - h. Notarized statement by owner that acknowledges and accepts a minimum amount of \$1,000,000 liability insurance, that covers the mobile food unit, must be maintained at all times and that proof of such insurance coverage can be demanded to be provided to the City upon three working days' notice to the owner.
 - i. Certificate and Inspection fees.
 - i. There are three types of certificates of operation for mobile food units consistent with Subsection 12-8(b) of the Code of Ordinances:
 1. Annual \$300.00 (this fee can be prorated if the certificate is sought after the first or the year);
 2. Temporary \$25.00; and
 3. Seasonal \$100.00.
- C. Alcoholic beverage sales:
- a. Alcoholic beverages sales from mobile food units are prohibited.
- D. Location, number and site design:
- a. All mobile food units must be located on private property being a platted lot, which is appropriately zoned for commercial development, including "LB", Limited Business, "CN", Neighborhood Commercial, "CC", Community Commercial District, "GV", Grapevine Vintage District, "HC", Highway Commercial District, "HCO", Hotel Corporate Office District, "RA", Recreation/Amusement District, "LI", Light Industrial District, and "GU", Governmental Use District.
 - b. Units shall operate on an individually platted lot, where an existing permanent business operates in a building with a valid certificate of occupancy.
 - c. No more than three (3) mobile food units may be located on one (1) lot at any time or at the same location for consecutive weeks unless part of a City-sponsored festival or special event.
 - d. Mobile food units shall be located within 250 feet of the entrance of a primary building that holds the certificate of occupancy.
 - e. No mobile food unit shall be located on a vacant lot.

- f. No mobile food units, their merchandise, advertising or seating shall obscure traffic visibility.
- g. No mobile food units operating under this regulation shall be allowed to sell or service food on any public streets, sidewalk or other public right of way unless approved in writing by the City of Grapevine as part of a City sponsored festival or special event.
- h. Mobile food units and their associated equipment shall not operate in driveways, fire lanes, or required parking spaces for the buildings on the lot.
- i. Mobile food units, including associated seating, may operate in parking spaces on a commercially zoned, individually platted lot, if the required parking for the center remains in compliance with parking requirements as set forth in the City of Grapevine's ordinances.
 - i. No more than four (4) parking spaces shall be utilized for a mobile food unit or their associated vehicles or equipment.
- j. A single mobile food unit owned and operated by a brick-and-mortar restaurant, brewery, brewpub, distillery, winery, or golf course is allowed to be parked or stored on the same property and on an improved surface as indicated on the detailed site layout. It must be located outside of required parking spaces, fire lanes, and drive aisles. It must also be located a minimum of 100 linear feet from any residentially zoned property or residential use.
- k. A mobile food unit may utilize outside seating consisting of a portable table and a maximum seating capacity of eight (8), within no more than one (1) non-required parking space.
- l. All mobile food units shall be equipped with a self-closing lidded, trash receptacle. The trash receptacle must be placed outside next to the mobile food unit for use by the patrons of the unit. The area around the mobile food unit shall be kept clean and free of litter, garbage, and debris within a designated space.
- m. Mobile food units shall be removed from the lot on a daily basis and may only operate during the business hours of the primary business and may not be parked for longer than 12 hours. They may operate no earlier than 7:00 a.m. and no later than 10:00 p.m. Mobile food units can be located on one site for no more than four (4) events per year and no more than two (2) days per event per calendar year.

E. Utilities:

- a. Water shall be from an internal tank, and electricity shall be from a generator, unless approved for permanent placement via a conditional use permit approval.

F. Inspections:

- a. The City shall have the right to inspect the mobile food unit and the lot it is located on at any time to ensure compliance.
- b. The mobile food unit owner/operator shall submit proof of a current approved mobile food unit inspection and food handler cards from the health authority with each new permit and permit renewal.

G. Prohibitions:

- a. A drive-through is not permitted in conjunction with the mobile food unit and shall not provide a drive-through service of any kind.
- b. Temporary connections to potable water, sanitary sewer and electricity are prohibited.
- c. No outdoor speakers of any type are permitted to emanate from a mobile food unit or associated seating and table areas.
- d. No mobile food unit(s) shall be stored or kept in City rights-of-way, on residential properties, in residential zoning districts, on vacant properties, or within 100 feet of residential/zoned property within the City limits. Violation of this prohibition will result in fines and the removal of the mobile food unit.
- e. Mobile food units shall not stop, park, store, or operate on South Main Street properties or within the rights-of-way between the intersections of South Main Street/Northwest Highway and South Main Street/Dallas Road, or on any adjacent street within 250 feet of South Main Street.

H. Exceptions:

- a. Mobile food units participating in a City-approved festival or special event are exempt from the prohibition on operating on properties along South Main Street or an adjacent street (from Northwest Highway to Dallas Road, provided they meet the following requirements:
 - i. Mobile food units must obtain the necessary Temporary Health Permit from health services and Fire Prevention Permit from the City's Fire Prevention office prior to participating in any festival or special event.
 - ii. The event must be pre-approved by the City as an official festival or special event. The exception applies only to the dates and locations specified for the event.
 - iii. All mobile food units must comply with health and safety regulations as outlined in their temporary permits during the event.
 - iv. The exception is valid only for the duration of the festival or special event, after which the prohibition will apply.
- b. Private events in a residential district or property, which are not advertised to the public (such as a birthday or graduation party), are permitted to have one mobile food unit operating during the event's hours on one day only,

and not on a series of days. This is limited to a maximum of two events per calendar year. The placement of the unit should not obstruct traffic or visibility, and it must be outside of the public rights-of-way. Additionally, it must adhere to all required sanitation, health permits, and noise requirements for residential districts and properties.

I. Additional requirement for mobile ice cream vendors, issuance of permit.

- (1) All drivers of ice cream trucks and other vehicles vending products to children shall submit a copy of their driver's license to the City and obtain the permit described in this article before operating such vehicle.
- (2) All permit applicants shall provide proof of automobile insurance according to state law along with the application.
- (3) All applicants shall be subject to a criminal history background check, and shall consent to such check as a condition of application. A conviction for any offense involving actual or attempted homicide, kidnapping, assault or assaultive offenses, unlawful sexual conduct or assault, theft (including robbery or burglary), prostitution or obscenity shall be grounds for disqualification of an applicant.

J. Safety equipment for ice cream trucks.

- (1) Signs stating "WATCH FOR CHILDREN" must be provided on the front, back, and both sides of the vehicle in at least four-inch letters of contrasting colors.
- (2) The company name, address, and phone number must be on both sides of the vehicle in at least three-inch letters of contrasting colors.
- (3) A serving window, capable of being closed when not in use, must be provided and must be located on the curbside only.
- (4) Left and right outside rear view mirrors as well as two additional outside wide-angle mirrors on the front and back of the vehicle must be provided to enable the driver to see around the entire vehicle.
- (5) Operable yellow or amber flashing hazard lights that are clearly visible not less than 100 yards from the mobile unit under average daylight conditions shall be provided. Lights must be mounted no more than 12 inches below the mobile unit's roof and must be operational when the truck is in motion. No fewer than two lights shall be visible from each approach.
- (6) A rear bumper cover shall be installed to prevent children from standing or jumping on the rear of the vehicle.

K. Vending requirements for mobile ice cream vendors.

- (1) *Location.*
 - a. Mobile ice cream trucks are permitted to vend in an area for no more than 15 minutes, then they must move to another location.

- b. Mobile ice cream vending is prohibited within City of Grapevine parks except when the owner/operator has entered into a concessionaire agreement with the Parks and Recreation Department.
 - c. Mobile ice cream trucks shall not vend within one block of any block containing an elementary or junior high school during school hours or within one hour before or after school hours on a day that school is scheduled to be in session.
 - d. Mobile ice cream trucks shall not vend within 100 feet from an intersection.
- (2) *Hours of operation.* Mobile ice cream vending may only occur from 10:00 a.m. to one-half hour before sunset.
- (3) *Use of sound equipment.*
- a. Use of sound equipment shall be limited to music or human speech.
 - b. Sound shall not be audible more than 100 yards from the truck. Sound shall be produced at no more than 80 dBA.
 - c. Sound equipment may only be used from 10:00 a.m. until one-half hour before sunset.
 - d. Sound shall not be broadcast within 100 yards of schools during school hours while school is in session, or within 100 yards of hospitals, churches, courthouses, funeral homes, or cemeteries.
 - e. Sound shall be turned off while the vehicle is stopped for vending.
- (4) *Safety precautions.*
- a. Drivers shall check around the vehicle before leaving the area to ensure that children are not remaining. When handing the purchased product to the children, drivers shall make certain traffic is clear, in case a child leaves the truck immediately and fails to observe the hazard of oncoming traffic.
 - b. Child customers shall not be allowed inside the vehicle. This provision shall not apply to children related to the driver within the third degree of consanguinity or affinity, while riding with the driver along the sales route.

Section 7. That Chapter 12, Health and Sanitation, Article I. Food Establishments, Division 3. Enforcement., Section 12-22. Enforcement options., is hereby amended to read as follows:

Sec. 12-22. Enforcement options.

When the Building Official or his designee has determined that a violation of this article has occurred or is occurring, the following remedies are available to health services. The remedies provided for in this section or elsewhere in this article are not exclusive. Health services may take any, all, or any combination of these actions against a violator, consecutively or concurrently:

- (1) Issuance of a written warning notice;
- (2) Issuance of one or more citations;
 - a. After two (2) citations are issued to a mobile food unit owner/operator due to noncompliance within a six (6) month period, the mobile food unit permit shall be suspended.

Section 8. That Chapter 12, Health and Sanitation, Article I. Food Establishments, Division 3. Enforcement., Section 12-24. Revocation proceedings., is hereby amended to read as follows:

Sec. 12-24. Revocation proceedings.

- (a) *Notification of right to hearing.* When a notice of suspension is given the holder of the permit or certificate or the person in charge (should said person not agree with the findings of the inspection report); then said person must submit an appeal to the City Manager's Office in writing requesting a hearing. If no written request for hearing is filed within ten days of receipt of the notice of suspension, the permit or certificate will be suspended. Health services may end the suspension at any time if reasons for suspension no longer exist.
 - 1. If a mobile food unit owner/operator fails to submit a written appeal requesting a hearing, the permit shall remain suspended until all noncompliance issues have been completely resolved.
- (b) The appeal shall indicate the provisions of the action objected to, and the reasons for the objection(s), any facts that are contested, the evidence that supports the appellee's view of the facts, and whether the appellee's requests a hearing on its appeal.
- (c) *Hearings.* The hearings provided for in this chapter shall be conducted by the City Manager or his designee who will designate the time and place for the hearing. Based upon the recorded evidence of such hearings: the City Manager or his designee shall make a finding and shall sustain, modify or rescind any notice or order considered in the hearing.
- (d) This hearing shall be deemed to exhaust the administrative remedies of the person aggrieved.

Section 9. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) for each offense and a separate offense shall be deemed committed each day during or on which an offense occurs or continues.

Section 10. 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 11. 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 12. 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 5th day of November, 2024.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

Matthew C.G. Boyle
City Attorney

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: APPROVE MID-YEAR APPOINTMENT TO THE LIBRARY BOARD

RECOMMENDATION: City Council to consider approval of a mid-year appointment to the Library Board to fill a vacant position.

FUNDING SOURCE:

BACKGROUND: Library Board member Daniel Bermea resigned from the Library Board on September 18, 2024. Ms. Bermea was appointed in 2023 for a two-year term. Her current term expires in 2025.

Laura Rushing has submitted an application to fill this vacancy.

Mayor Pro-Tem Darlene Freed and Library Director Leigh Kapsos have spoken to Mrs. Rushing and recommend approval.



CITY OF GRAPEVINE
BOARD AND COMMISSION APPLICATION

BOARD OR COMMISSION: _____

Use a separate application for each appointment desired.

Name: Ms. Mrs. Mr. Dr. Mrs. Laura Rushing

Address: _____

Cell phone: _____ Work phone: _____

Employer: _____

Occupation: _____

Grapevine Resident ¹² Years Tarrant Co. Voter Registration No. _____

E-mail Address: _____

Why are you interested in being appointed to this board/commission?

As a parent, resident, and educator in the community, I would like to find a way to serve and support library agenda.

List any City service and experience, civic organizations, as well as professional activities.

Utilized city resources. For example, the public library, The REC, and park programs.

What is your educational and occupational experience?

Bachelor degree of Science in Elementary Education, Taught Kinder, 1st grade, and 4th grade Science/Social Studies. K-6 Reading and Math Interventionist. Currently, an Instructional Assistant at Colleyville Middle School

What other knowledge, experience, or education do you have that is applicable to the board/commission function?

My family and I attend many of the monthly activities that the library offers. As a parent, I am able to give feedback and recommendations based off of these experiences.

What do you believe will be your most significant contribution to the board/commission?

My years of experience in education and as a younger parent in the community

What else would you like to tell us about yourself?

I have a 3rd grader and Kindergartener at GES. The access to books and reading programs is very important to childhood development. My children have attended Grapevine Public Library since infancy starting with the baby programs. The programs that are offered for family and adults have enriched my family life. As an avid reader myself, I would love the opportunity to serve the library community more.

List the name and phone number of one Grapevine resident, City staff, City Council, or current Committee member who may be contacted on your behalf.

Alecia Engle 972-979-2947

Number of Board/Commission meetings attended in past 12 months 0

Number of City Council meetings attended in past 12 months 0

Have you ever entered a guilty plea or no contest or been convicted of a crime in a civilian or military court or received a deferred adjudication (not including traffic violations)? No

If yes to the above question, what offense(s) and counties/states/dates? If this is not applicable, type "NA". (A criminal record will not necessarily disqualify you from appointment).

NA

I understand that by signing this application my attendance will be required at all committee meetings.

Signature: Laura Rushing

Date: 10/08/2024

**** In order to allow greater participation in the City government, board appointments are limited to one member per household. Spouses will not be appointed to serve on boards, either the same board or a different board.*

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: ALLIANCE FOR CHILDREN PARTNER SUPPORT

RECOMMENDATION: City Council to consider approval of the continued partnership with Alliance For Children

FUNDING SOURCE: Funding is available in the General Fund for an amount not to exceed \$15,600.

BACKGROUND: Alliance For Children provides services and support to children who have been victimized in Tarrant County. The City of Grapevine has partnered with them in the investigation of violence against children for many years. The funds provided by the City directly support the operational and programmatic expenses of the Northeast Alliance For Children center, including all services the agency provides at no cost to families. This expenditure was programmed in the FY 25 Operating Budget.

Staff recommends approval.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: RENEWAL OF ENTERPRISE SOURCING SERVICES

RECOMMENDATION: City Council to consider the renewal of an annual contract for enterprise sourcing services with Ion Wave Technologies, Inc. for the Fiscal Services Department.

FUNDING SOURCE: Funds are available in the General Fund (Fiscal Services) for an amount not to exceed \$25,700.

BACKGROUND: The Ion Wave enterprise sourcing package automates the process of creating, issuing, awarding bids, and managing contracts. By leveraging the system's libraries, templates, and importing capabilities, the procurement function benefits from increased speed, automated auditing, and the elimination of redundant data entry. It also increases vendor participation in the bid process.

This purchase will be made in accordance with an existing interlocal agreement with Choice Partners, a division of Harris County Department of Education, as allowed by Texas Local Government Code, Section 271 and Texas Government Code, Section 791. This contract is with Ion Wave Technologies, Inc. for eProcurement and Contract Management services and if approved, this will be the fourth renewal available.

Staff recommends approval.

LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: RENEWAL OF CONTRACT FOR COLLECTION OF OVERDUE MUNICIPAL COURT FEES AND FINES

RECOMMENDATION: City Council to consider approving the findings and an extension of the contract for court fees and fines collection services with Linebarger Goggan Blair & Sampson, LLP.

FUNDING SOURCE: Funds are available in the General Fund (Municipal Court).

BACKGROUND: In February, 2002, the City Council authorized the City Manager to execute a contract with the law firm of Linebarger Goggan Blair & Sampson, LLP, to collect delinquent municipal court fines and fees. The last renewal was July 6, 2021; this extension will be for an additional three-year term.

Linebarger Goggan Blair & Sampson, LLP, have consistently resolved more than 60% of all accounts referred to them, which is significantly higher than other municipalities which often resolve 50% or less of their accounts.

Staff recommends approval of authorization to renew the contract for an additional three-year period.

STATEMENT OF FINDINGS**ACTION APPROVING CONTRACT
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Contract for Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the City Manager, City of Grapevine, Texas (“City”) is authorized to execute this Agreement.

After exercising its due diligence the City finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by Tx Code of Criminal Procedure Art. 103.0031 and because the City does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City of Grapevine, Texas in the past and the City has been well satisfied with the quality and outcome of the legal services provided.
6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm’s length transaction between the City and Linebarger Goggan Blair & Sampson, LLP, and is fair and reasonable.

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF TARRANT

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between The City of Grapevine, Texas, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code

of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3

Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

(a) zero (0.00%) percent of all the fines and fees subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed before June 18, 2003; and

(b) thirty (30%) percent of the total amount of all other fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT.

All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and,

notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective November 5, 2024 (the "Effective Date") and shall expire on November 30, 2024 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall

continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be

seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City Secretary
City of Grapevine, Texas
200 S. Main Street
Grapevine, Texas 76051

7.06. *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the day of , 20 .

By: _____

Linebarger Goggan Blair & Sampson, LLP

By: _____
C. Corey Fickes, Capital Partner
For the FIRM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: RENEWAL OF THE INTERLOCAL AGREEMENT FOR TEEN COURT

RECOMMENDATION: City Council to consider renewal of an Interlocal Agreement with the cities of Colleyville, Southlake, and Keller for the Metroport Teen Court.

FUNDING SOURCE: Funds are available in the General Fund (Municipal Court) in the amount of \$36,000.

BACKGROUND: City Council authorized participation in the Teen Court program on August 16, 1994 and the program began operations on September 1, 1994 as the CGS (Colleyville, Grapevine, Southlake) Teen Court.

The program now includes Keller and is referred to as the Metroport Teen Court Program. Teen Court is a volunteer program which provides youth offenders an alternative to the criminal justice system. Dana Kirkland is the Teen Court Supervisor.

Staff recommends approval.

INTERLOCAL AGREEMENT**AMONG****CITY OF COLLEYVILLE, CITY OF GRAPEVINE, CITY OF KELLER,
AND CITY OF SOUTHLAKE**

This Interlocal Agreement (“Agreement”), entered into effective on the 1st day of October, 2024, by and among the City of Colleyville, the City of Grapevine, City of Keller, and the City of Southlake, all municipal corporations of the State of Texas (herein called “Cities” or “each participating City”), the parties acting herein under the authority and pursuant to the terms of Chapter 791, INTERLOCAL COOPERATION CONTRACTS, Texas Government Code, **WITNESSETH THAT:**

WHEREAS, the City Councils of the Cities of Colleyville, Grapevine, Keller, and Southlake jointly find that it will be in the publics’ best interest to enter into this Agreement for the purposes set forth herein below.

NOW, THEREFORE, it is mutually agreed between each participating City that:

1. Teen Court is a volunteer program which allows juvenile misdemeanor offenders an alternative to the criminal justice system while allowing them also to assume responsibility for their own actions through their involvement in the judicial process and community services in order that their offenses will not be recorded as a conviction on their driving record. Bringing juvenile offenders to a jury of their peers and to the community for constructive punishment will provide the juveniles with an understanding of the judicial system and a realization of their roles and responsibilities in the community.

2. The community will benefit from this interaction in that, through Teen Court, the community is afforded a unique opportunity to become involved in the education of juvenile offenders and will benefit from the community services provided to the community by the juvenile offenders.

3. A Teen Court Advisory Board shall be appointed by the respective governing bodies comprised of two (2) members at large from each participating City and one (1) city council member from each participating City as each so chooses all of whom are voting members. The

role and duties of the Teen Court Advisory Board shall be established by the Municipal Court Judges in the participating Cities.

4. The name of the program established by this Agreement shall be the “METROPORT Teen Court Program.” The City of Southlake shall employ teen court staff to administer and coordinate the activities of the METROPORT Teen Court Program, under the direction of the Southlake Municipal Court Manager.

5. This Agreement shall be executed in separate counterparts for each participating city, which counterparts shall be valid and binding as if the original. Each participating city, as its contribution for participating in the METROPORT Teen Court Program, shall pay to the City of Southlake \$36,000.00 (“Service Fee”) upon such participating City’s execution of this Agreement. It is expressly agreed that such payment fairly compensates the City of Southlake for the performance of services contemplated under this Agreement. Each participating City shall make this payment from current revenues available to that City.

6. The scope of responsibilities of the Teen Court Staff shall be established by the City of Southlake.

7. The term of this Agreement shall be for a period of (12) twelve months beginning October 1, 2024, and ending September 30, 2025. If the parties have failed to adopt a new Agreement by the expiration date of this Agreement, this Agreement shall be deemed to continue on the same terms and conditions until such time as the new Agreement is adopted for the ensuing year, unless any party terminates its participation in this Agreement as provided below. In such event, this Agreement shall continue in effect until either the City of Southlake or all other participating Cities have terminated this Agreement. Upon renewal or continuation of this Agreement, each participating City shall pay the Service Fee to the City of Southlake for the ensuing year.

8. Any party hereto may terminate its participation in this Agreement without recourse or liability upon thirty (30) days written notice to the other party.

9. By execution of this Agreement, each party represents to the other that:

- a. In performing its duties and obligations hereunder, it will be carrying out one or more

governmental functions or services which it is authorized to perform; and

- b. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect.
11. This Agreement is made pursuant to Chapter 791 and Subchapter E, Chapter 418, Texas Government Code. It is agreed that in the execution of this Agreement, no party waives any immunity or defense that would otherwise be available to it, against claims arising from the exercise of governmental powers and functions.

ATTEST:

_____ City Secretary, City of Colleyville	_____ Date	_____ Mayor, City of Colleyville	_____ Date
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_____ City Secretary, City of Grapevine	_____ Date	_____ Mayor, City of Grapevine	_____ Date
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_____ City Secretary, City of Keller	_____ Date	_____ Mayor, City of Keller	_____ Date
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_____ City Secretary, City of Southlake	_____ Date	_____ Mayor, City of Southlake	_____ Date
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Approved as to form and legality:

City Attorney, City of Colleyville

City Attorney, City of Grapevine

City Attorney, City of Keller

City Attorney, City of Southlake

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: PURCHASE OF LIFT BAG KIT USING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDS

RECOMMENDATION: City Council to consider approval for the purchase of a lift bag kit for the Technical Rescue Team.

FUNDING SOURCE: Urban Area Security Initiative Grant - The total cost of the kit is \$28,782.00, which will be fully funded through the Urban Area Security Initiative (UASI) Grant. No matching funds are required from the city.

BACKGROUND: Each year, the Dallas/Fort Worth/Arlington Urban Area allocates funds to Tarrant County to assist local jurisdictions in preventing, responding to, and recovering from terrorist incidents. The Northeast Fire Department Association (NEFDA) typically receives a portion of these funds to support its mission.

This year, the Grapevine Fire Department, in collaboration with NEFDA, proposes to use these funds to purchase a Lift Bag Kit for the department's Technical Rescue Team. The kit will support various search and rescue operations, including responses to terrorist incidents in member jurisdictions.

The project will be fully funded by the Urban Area Security Initiative (UASI) Grant, with no cost match required from Grapevine or NEFDA member jurisdictions. The funds have already been approved by the Office of the Governor. The Emergency Management Coordinator will oversee grant management and ensure compliance with all applicable local, state, and federal regulations.



17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote
ITEM #15
#102013

Quote Date: 10/8/2024
Expires Date: 11/7/2024

Bill To: TJ MANOR
1017 IRA E WOODS
GRAPEVINE TX 76051

Ship To: TJ MANOR
1017 IRA E WOODS
GRAPEVINE TX 76051

Ordered By	Sales Rep	Entered By	Terms
TJ MANOR	SCOTT GIBBS	SCOTT GIBBS	NET 30

FOB	Shipping Method	Contract Source
DESTINATION	BEST WAY	BUYBOARD 698-23

Quantity	UM	Item / Description	Price	Ext. Price
2	EA	PAR-22-888110G3 KPI-1 ALB 6X6 (152X152MM)	\$640.00	\$1,280.00
2	EA	PAR-22-888120G3 KPI-3 ALB 6X12 (152X305MM)	\$901.00	\$1,802.00
2	EA	PAR-22-888130G3 KPI-5 ALB 10X10 (254X254MM)	\$1,042.00	\$2,084.00
2	EA	PAR-22-888140G3 KPI-12 12 TON KEVLAR AIRBAG G3 15" X 15" 180PSI WORK PRESSURE GENERATION 3	\$1,227.00	\$2,454.00
1	EA	PAR-22-888150G3 KPI-17, 19 TON KEVLAR AIRBAG G3 15" X 21" 180 PSI WORK PRESSURE GENERATION 3	\$1,306.00	\$1,306.00
1	EA	PAR-22-888165G3 KPI-28, KPI LIFTING BAGS 20 X 26	\$1,746.00	\$1,746.00
1	EA	PAR-22-888180G3 KPI-35L KEVLAR AIRBAG G3 15" X 42" 180PSI WORK PRESSURE GENERATION 3	\$2,112.00	\$2,112.00
1	EA	PAR-22-888190G3 KPI-44 KEVLAR AIRBAG G3 28" X 28" 180PSI WORK PRESSURE GENERATION 3	\$2,907.00	\$2,907.00
2	EA	PAR-22-888200G3 KPI-74 KEVLAR AIRBAG G3 36" X 36" 180PSI WORK PRESSURE GENERATION 3	\$4,161.00	\$8,322.00
1	EA	PAR-22-890300G2-150 AIR LIFTING BAG G2 MASTER CONTROL KIT, 150 PSI	\$4,769.00	\$4,769.00

Subtotal	\$28,782.00
Shipping Cost	\$0.00
Tax Total (%)	\$0.00

Total	\$28,782.00
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MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: REQUEST FOR APPROVAL FOR FIREWORK DISPLAY

RECOMMENDATION: City Council to consider a firework permit for the Gaylord Glass Cactus Event for the Imperial Tobacco Group fireworks show on Monday, November 18, 2024.

FUNDING SOURCE:

BACKGROUND: Illumination Fireworks Partners, LP has submitted a firework permit application for a fireworks display. The fireworks display is for the Imperial Tobacco Group. They are having an event at Gaylord Glass Cactus on Monday, November 18, 2024. This will be a 6 minute, 1.4G pyrotechnic show shot from a barge on Lake Grapevine.



Grapevine Fire Department

1007 IRA E. WOODS AVENUE
Phone: 817-410-4400
Fax: 817-410-4410

PERMIT APPLICATION

Application Date: **October 29, 2024**

Business Name: **Illumination Fireworks Partners LP**

Permit Address: **Lake Grapevine, Audience @ Glass Cactus - 1501 Gaylord Trail Grapevine, TX 76051**

Permit Needed (Please check appropriate box/es)

- | | |
|--|--|
| <input type="checkbox"/> Amusement Buildings | <input type="checkbox"/> Hazardous Materials, Store, Use or Install |
| <input type="checkbox"/> Carnivals or Fairs | <input type="checkbox"/> High-Piled Storage, Storage over 12 feet |
| <input type="checkbox"/> Compressed Gases (over 200 cu. ft.) | <input type="checkbox"/> Open Burning, Recreational Fires are excluded |
| <input type="checkbox"/> Exhibits and Trade Shows | <input checked="" type="checkbox"/> Pyrotechnic or Fireworks Displays |
| <input type="checkbox"/> Fire Protection or Detection Systems, Install or modify | <input type="checkbox"/> Repair Garages and Fueling Stations |
| <input type="checkbox"/> Flammable or Combustible Liquids, Store, Use or Install | <input type="checkbox"/> Tents and Membrane Structures |
| | <input type="checkbox"/> Vehicle Displays in Public Buildings |
| | <input type="checkbox"/> Block Party |

Please attach plans, documents and any specifications for permit review.

Permit Time: Permanent Temporary

Permit Type: Operational Construction

Plans: New Revision Correction Applicant Information Application # _____ City Project/Property: Yes No

Submitting Company Name: **Illumination Fireworks Partners LP**

Mailing Address: **1605 Crescent Circle, Suite 200**

City, State, Country, Zip: **Carrollton, Texas 75006**

Company E-mail Address: **Matthew@illuminationfireworks.com**

Company Phone: **972-245-7976**

Applicant Phone: **972-245-7976**

Applicant E-mail Address: **Matthew@illuminationfireworks.com**

Name of Venue: **Lake Grapevine, Audience @ Glass Cactus - 1501 Gaylord Trail Grapevine, TX 76051**

Name of Event: **11.18.24 Hello DMC - Imperial Tobacco Group**

Event Date/s: **November 18, 2024**

Details of Event or Process: **6 minute 1.4g pyrotechnic show shot from barge**

Aaron Curl - SEO - 469-655-5677

Applicant Name and Title: **Matthew Guy Hardin**
President

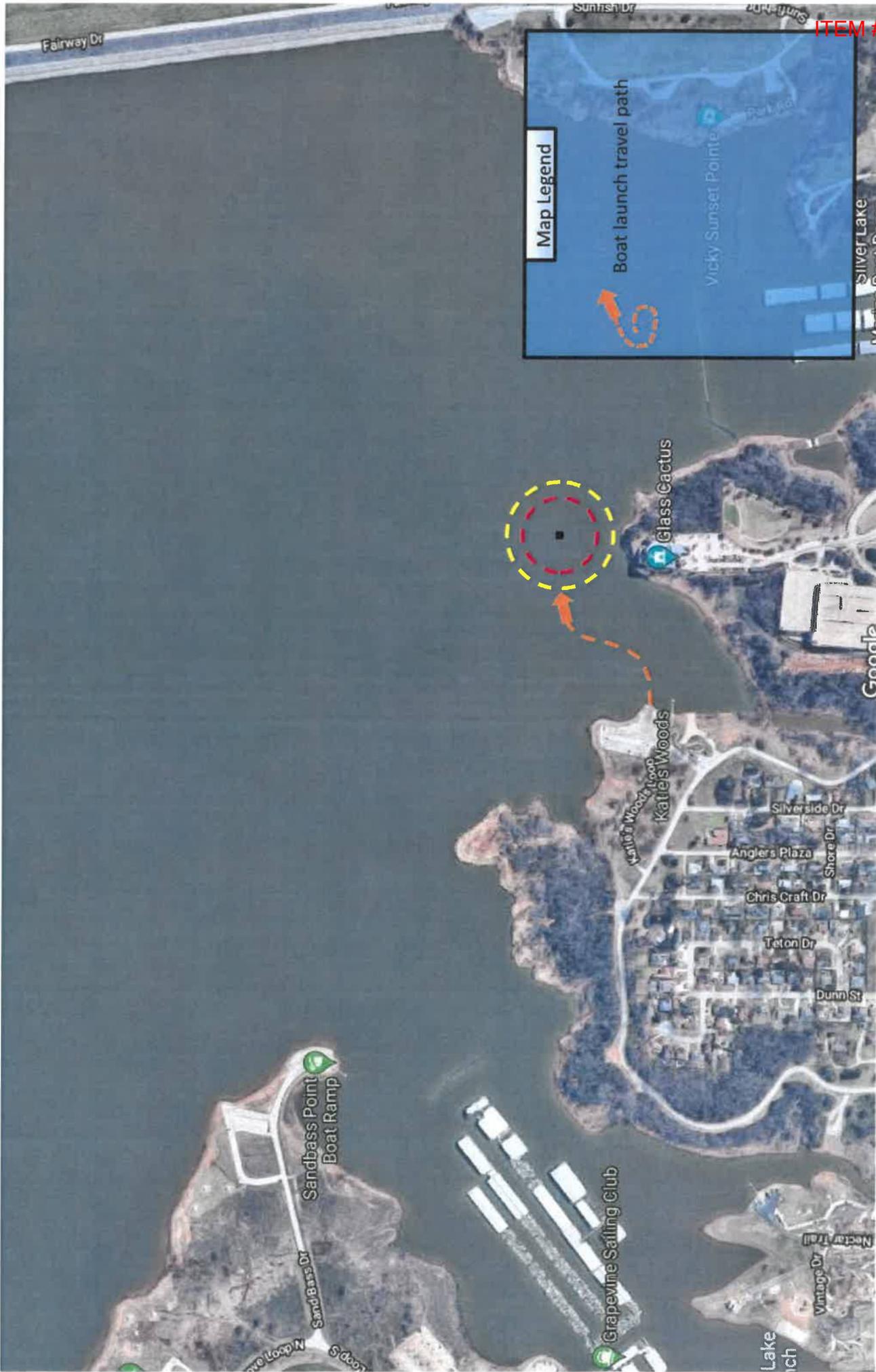
Applicant Signature: *Matthew Guy Hardin*



ITEM #16



Boat ramp travel path



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: RENEWAL OF ANNUAL CONTRACT FOR EMS BILLING SERVICES

RECOMMENDATION: City Council to consider approval for the renewal of an annual contract for EMS billing services with Emergicon, LLC for the Fire Department.

FUNDING SOURCE: Funds are available in the General Fund (Fire Department) for an annual estimated amount of \$140,000.

BACKGROUND: Emergicon is a Texas based company operating only in Texas. They have local offices and a history of working with departments the size of Grapevine. They are known for their customer service and they continue to meet or exceed our expectations.

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

College Station, Texas solicited proposals on RFP #21-052, Automated Ambulance Billing, Accounts Receivable, and Delinquent Account Collection Services. Eight proposals were submitted and evaluated from which they awarded a contract to Emergicon, LLC. The contract was for an initial one-year period with four optional, one-year renewals. If approved, this will be for the third renewal available.

Staff recommends approval.

SG/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: RENEWAL OF AN ANNUAL CONTRACT FOR LASERFICHE SUPPORT SERVICES, ADDITIONAL STORAGE, AND 10 ADDITIONAL LICENSES

RECOMMENDATION: City Council to consider approval for the renewal of an annual contract with MCCI, LLC for Laserfiche support services for the IT Department, added storage, and 10 additional licenses for city staff.

FUNDING SOURCE: Funds are available in the General Fund for an estimated amount of \$174,370.05.

BACKGROUND: Laserfiche is a document management system that automates, streamlines, and manages digital records and documents in a way that makes them easily retrievable, searchable, and shareable while adhering to common record management principles.

The system integrates with our city website, which makes documents easily accessible to the public. It also provides for secure staff access to initiate, route, and approve documents ranging from agenda memos to approving invoices.

This purchase will renew the licenses and support for the software. This purchase also includes the additional 1TB storage needed for stored forms and 10 additional full licenses for staff to access the repository side of the platform.

IT staff reviewed the contract for departmental specifications, compliance, and pricing, and determined that this contract would provide the best service and pricing for meeting the needs of the city.

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

Staff recommends approval.
DA/LW

ADDENDUM NO. 7 TO MASTER SERVICES AGREEMENT NO. 60870

MANAGED CLOUD EXPANSION ORDER

Pursuant to Master Services Agreement No. 60870 ("**Agreement**"):

This Managed Cloud Expansion Order, designated as Addendum No. 7, is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 7 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

CITY OF GRAPEVINE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: MANAGED CLOUD



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: City of Grapevine
Client Address: PO Box 95104, Grapevine, TX 76099
Quote Number: 33416
Order Type: Expansion

Bill /Ship to: Darryl Austin
daustin@grapevinetexas.gov
cc AP Contact: farnett@grapevinetexas.gov;
itbilling@grapevinetexas.gov

Quote Date: October 1, 2024

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #716-23</i>	<i>Annual Total</i>
MCCi ANNUAL SUBSCRIPTION				
<input checked="" type="checkbox"/> Managed Cloud Protected Storage, 1,024 GB	1	\$3,400.00	\$3,298.00	\$3,298.00
<i>MCCi Annual Recurring Subscription Subtotal</i>				<i>\$3,298.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				\$3,298.00
<input checked="" type="checkbox"/> <i>MCCi Subscription Proration for 4 Months</i>				<i>(\$2,198.67)</i>
TOTAL MCCi MANAGED CLOUD PROJECT COST				\$1,099.33

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will systematically renew unless written notice of termination has been provided per the master agreement. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none"> ▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE

OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

[remainder of page intentionally left blank]

MANAGED CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Managed Cloud, as with all cloud-based services, requires sufficient internet bandwidth (both upload and download) to ensure an acceptable experience for end users. Client is responsible for ensuring internet bandwidth sufficient for Client's environment (site locations and number of users).

SUBSCRIPTION TERM

Subscriptions for Managed Cloud are for one (1) year periods ("**Term**") and can be prorated longer to match other solution support/subscription renewal dates. The subscription term will begin once the Azure environment has been activated. This is not contingent upon a completed implementation. Client is still responsible for adhering to the Microsoft terms of service (e.g., EULA, AUP, etc.).

FEE INCREASES:

- Adjustment to fees related to an increase in the level of service requested/authorized by Client will be made at the time of such changes in service becoming available to Client.
- MCCi will not increase fees more than once over a 12-month period.
- **Third-Party License Fees:** In the event that a third-party license provider increases the fee they charge MCCi for Client's use of such license, we will increase Client's fees by the same percentage amount, provided we notify Client in writing at least 90 days before the effective date of the price increase.

LATE PAYMENT POLICY

- If payment is not received before Client's renewal date, Client's Managed Cloud subscription will expire. Please allow up to five (5) business days for MCCi to process payment.
- If Client's Managed Cloud subscription is expired for 30 days or more, Client's service will be suspended, and Client will have no access to Client's Managed Cloud environment.
- If Client's Managed Cloud subscription is not paid after 60 days of Client's renewal date, Client's account will be terminated and Client's data deleted.

REINSTATEMENT FEES

- After Client's Managed Cloud subscription has expired, MCCi will move Client's renewal date to date paid, inclusive of applicable reinstatement fees.
- Reinstatement Fees = 20% of Annual Subscription

AZURE HOSTING

MCCi offers its Managed Cloud service with Azure hosted infrastructure, as well as fully Managed Service options, all through its partnership with Azure.

Client acknowledges the following terms, conditions, and limitations (and accepts that MCCi's liability and responsibility is limited by the following):

- Client shall have no rights against Azure in connection with the Infrastructure as a Service (IaaS) sold by MCCi.
- Client agrees to abide by the Microsoft license terms: <https://azure.microsoft.com/en-us/support/legal/>.
- MCCi does not promise that the services will be uninterrupted, error-free, or completely secure. Client acknowledges that there are risks inherent in internet connectivity that could result in the loss of Client's privacy, client data, confidential information, and property.

- MCCi has no liability for loss of data to the extent the data has changed since the last backup as defined in the Order.
- **Prohibition of high-risk use:** Client may not use the Managed Cloud service in any situation where failure or fault of the hosting services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, Client may not use or permit any other person to use the hosting services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.

AZURE TERMS OF SERVICE:

Client agrees to abide by the Azure service terms: <https://azure.microsoft.com/en-us/support/legal/subscription-agreement/government/>

IP ADDRESSES

The IP addresses allocated to Client's Hosted System during the term of the Agreement are managed by MCCi, and MCCi will retain these IP addresses after termination of the Order, meaning that they may not be transferred or utilized by Client after termination of the Order.

SECURITY

MCCi will use every reasonable effort to prevent the unauthorized access, use or disclosure of client data and direct client information located on MCCi servers, including the implementation of industry-standard measures designed to maintain the security of such data. Client acknowledges, however, that MCCi cannot guarantee the security of such data given the nature of the Internet.

BACKUP & DATA RESTORATION SERVICES**SCHEDULE**

- Daily snapshot of all VM OS and attached storage disks.

RESTORATION

- Client may receive assistance to restore data that may have been lost as a result of its own actions. Additional fees may apply.

DATA MIGRATION SERVICES

Existing clients may receive assistance to migrate data from their existing servers. Since each client's needs are different, this migration will be quoted separately and is not included in MCCi's standard packages.

Should Client choose to move away from their Managed Cloud hosted environment, additional costs will apply for MCCi to assist with the data migration.

ADDENDUM NO. 8 TO MASTER SERVICES AGREEMENT NO. 60870

LASERFICHE EXPANSION ORDER

Pursuant to Master Services Agreement No. 60870 ("**Agreement**"):

This Laserfiche Expansion Order, designated as Addendum No. 8, is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 8 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

CITY OF GRAPEVINE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Bill/Ship to: Darryl Austin
daustin@grapevinetexas.gov
cc AP Contact: farnett@grapevinetexas.gov;
itbilling@grapevinetexas.gov

Client Name: City of Grapevine

Quote Date: October 2, 2024

Client Address: PO Box 95104, Grapevine, TX 76099

Quote Number: 33453

Order Type: Expansion

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #716-23</i>	<i>Total</i>
CONTENT SERVICES SOFTWARE LICENSING FOR RIO				
<input checked="" type="checkbox"/> Laserfiche Rio Records Management Edition Named Full User (200-499 Users)	10	\$762.30	\$708.94	\$7,089.40
<input checked="" type="checkbox"/> Laserfiche Rio Forms Professional (200-499 Users)	10	\$69.30	\$64.45	\$644.50
<input checked="" type="checkbox"/> Laserfiche Rio Connector (200-499 Users)	10	\$34.65	\$32.22	\$322.20
Laserfiche Software Subtotal				\$8,056.10
GRAND TOTAL - ONE-TIME SOFTWARE				\$8,056.10

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #716-23</i>	<i>Annual Total</i>
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC				
<input checked="" type="checkbox"/> Laserfiche Rio Records Management Edition Named Full User (200-499 Users)	10	\$152.46	\$137.21	\$1,372.10
<input checked="" type="checkbox"/> Laserfiche Rio Forms Professional (200-499 Users)	10	\$13.86	\$12.47	\$124.70
<input checked="" type="checkbox"/> Laserfiche Rio Connector (200-499 Users)	10	\$6.93	\$6.24	\$62.40
Laserfiche Annual Recurring Software Support Subtotal				\$1,559.20
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				\$1,559.20

Laserfiche Recurring Annual Support Proration for 15 Months \$389.80

TOTAL LASERFICHE COST				\$10,005.10
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All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none"> ▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE

OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

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LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then-current policy
- Continued access to Client's Laserfiche solution*

** Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid, and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then-current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permissible due to the timing of renewal invoicing).

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.

- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

LASERFICHE RIO SHARED SERVICES PROVISIONS

The Host Entity is the owner of the Laserfiche licensing and is registered as such with MCCi and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform and for being the main point of contact for support provided through MCCi. The account can only be renewed once all entities have paid for the full LSAP.

BUDGETARY NOTIFICATION



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: City of Grapevine
Estimate Number: 33432
Estimate Type: Annual Support Renewal

Quote Date: October 1, 2024
Support Period: 12/04/2024 - 12/03/2025

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #716-23</i>	<i>Annual Total</i>
ANNUAL SUPPORT/SUBSCRIPTION				
<input checked="" type="checkbox"/> MCCi Process Administration Support Services for Laserfiche (MPASS)	1	\$6,615.00	N/A	\$6,615.00
<input checked="" type="checkbox"/> Laserfiche Rio Public Portal license for 1 Laserfiche Rio Server	1	\$9,450.00	\$8,505.00	\$8,505.00
<input checked="" type="checkbox"/> Laserfiche Participant User Subscription (1,000+ Users)	1000	\$29.40	\$26.60	\$26,600.00
<input checked="" type="checkbox"/> Laserfiche Rio Connector (200-499 Users)	230	\$6.93	\$6.24	\$1,434.51
<input checked="" type="checkbox"/> Laserfiche Rio Forms Professional (200-499 Users)	230	\$13.86	\$12.47	\$2,869.02
<input checked="" type="checkbox"/> Laserfiche Rio Records Management Edition Named Full User (200-499 Users)	230	\$152.46	\$137.21	\$31,559.22
<input checked="" type="checkbox"/> 1 TB Standard SSD-E30 Add-on (Includes 10-Day Backup) (Legacy)	4	\$3,360.00	N/A	\$13,440.00
<input checked="" type="checkbox"/> Laserfiche Rio Forms Portal	1	\$1,678.95	\$1,511.06	\$1,511.06
<input checked="" type="checkbox"/> Laserfiche Rio Quick Fields Core	3	\$1,050.00	\$945.00	\$2,835.00
<input checked="" type="checkbox"/> Laserfiche Rio Auto Stamp, Redaction & Bates Numbering (Upgrades to Rio only)	2	\$105.00	\$94.50	\$189.00
<input checked="" type="checkbox"/> Laserfiche Rio Import Agent	1	\$315.00	\$283.50	\$283.50
<input checked="" type="checkbox"/> Laserfiche PowerPack by MCCi Subscription	1	\$1,000.00	\$950.00	\$950.00
<input checked="" type="checkbox"/> Laserfiche Pro Upgraded Managed Cloud (Legacy)	1	\$62,604.15	\$57,834.31	\$57,834.31
<input checked="" type="checkbox"/> Site-to-Site VPN Tunnel	1	\$1,575.00	N/A	\$1,575.00
<input checked="" type="checkbox"/> MCCi SLA for Laserfiche (125-249 Users)	1	\$7,850.00	\$7,065.00	\$7,065.00
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				\$163,265.62

Note: Laserfiche recently announced that all Laserfiche renewal rates on the following platforms will incur a 5% increase starting July 1, 2024: Teams, United, Avante, Rio, Cloud & Subscription (Site Licenses only). This renewal reflects this increase.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: REQUEST TO PURCHASE FOR AN INTERNET CIRCUIT

RECOMMENDATION: City Council to consider the purchase of a three-year contract for an internet circuit from United Private Networks for the Information Technology Department.

FUNDING SOURCE: Funds are available in the General Fund (IT Department) for an estimated amount of \$18,900.

BACKGROUND: This request is to purchase a 10GB internet circuit that will be used to replace multiple FiOS circuits the IT Department uses for bandwidth. This circuit upgrade will reduce our overall cost for the current five circuits, while also increasing our bandwidth. In addition to lower cost and increased bandwidth, we will be able to utilize this circuit for our Disaster Recovery site.

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

Staff recommends approval.

AP/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: PURCHASE OF SOFTWARE SUPPORT FOR VIRTUAL SERVER ENVIRONMENT FOR THE DATA CENTER

RECOMMENDATION: City Council to consider approval for the purchase of Nutanix software license and production support of the virtual desktop environment for the city from Waypoint.

FUNDING SOURCE: Funds are available in the General Fund (IT Department) for an amount not to exceed \$64,777.

BACKGROUND: This purchase is to support the Nutanix virtual software support for the City. The software licensing and production support provides maintenance updates for the City's virtual machines and servers.

This purchase will be made in accordance with an existing interlocal agreement with Choice Partners a division of Harris County Department of Education as allowed by Texas Local Government Code, Section 271 and Texas Government Code, Section 791.

Bids were taken by the Cooperative and a contract was awarded to Waypoint. The IT Department and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

Staff recommends approval

DA/LW



118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

Number AAAQ21482

Date Oct 9, 2024

Bill To

City of Grapevine
Darryl Austin
200 S. Main Street
Grapevine, TX 76051
USA

Phone 817.410.3000
Email daustin@grapevintexas.gov

Ship To

City of Grapevine
Darryl Austin
200 S. Main Street
Grapevine, TX 76051
USA

Phone 817.410.3000
Email daustin@grapevintexas.gov

Account Manager



Paul Sides
281-841-2126
psides@waypointsolutions.com

Contract

Choice Partners/HCDE
#22/041KN-02

Notes:

Line	Qty	Description	Unit Price	Ext. Price
1	384	Nutanix - Subscription, Nutanix Cloud Infrastructure (NCI) Ultimate Software License & Production Software Support Service for 1 CPU Core Co-Termed end date 1/4/2026	\$168.69	\$64,776.96
2	15	Term in months	\$0.00	\$0.00

SubTotal	\$64,776.96
Tax	\$0.00
Shipping	\$0.00
Total	\$64,776.96

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: RENEWAL OF VMWARE HORIZON SUPPORT/SUBSCRIPTION SERVICES

RECOMMENDATION: City Council to consider approval for the purchase of VMware Horizon Enterprise support/subscription services from SHI Government Solutions for the IT Department.

FUNDING SOURCE: Funds are available in the General Fund (IT Department) for an estimated amount of \$46,440.

BACKGROUND: This is for one year of VMWare Horizon support/subscription services for the virtual desktop environment.

This purchase will be made in accordance with an existing interlocal agreement with The Texas Department of Information Resources (DIR) as allowed by Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791.

Bids were taken by the Cooperative and a contract was awarded to SHI Government Solutions. The IT department and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

Staff recommends approval

AP/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: PURCHASE OF A NEW SKID STEER MODEL CTX160

RECOMMENDATION: City Council to consider approval for the purchase of a new skid steer model CTX160 from Vermeer Equipment of Texas for the Parks and Recreation Department.

FUNDING SOURCE: Funds are available in the Lake Parks Fund for a total amount not to exceed \$54,399.

BACKGROUND: This purchase is for a new Vermeer CTX160 Skid Steer to be used in The Vineyards Campground and throughout the lake parks to assist in maintenance, construction projects and lake clean-up efforts, particularly after flood events.

This purchase will be made in accordance with an existing interlocal agreement with The Local Government Purchasing Cooperative (Buy Board) 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 Vermeer Equipment of Texas. The Parks and Recreation and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would best meet the needs of the city.

Staff recommends approval

RS/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: PURCHASING OF REPLACEMENT FENCING FOR DOVE WATERPARK

RECOMMENDATION: City Council to consider approval of the purchase for fencing at Dove Waterpark from Marr Welding and Construction for the Parks and Recreation Department.

FUNDING SOURCE: Funds are available in the Permanent Capital Maintenance Fund (Parks) for an amount not to exceed \$20,000.

BACKGROUND: This proposal is for the purchase of 120 linear feet of fencing to replace the original wrought iron fence that has rotted at Dove Waterpark. The replacement fencing will enhance the safety and accessibility of Dove Waterpark and meet current code requirements.

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

Marr Welding and Construction \$20,000.
Llano River Fence \$22,900.
Ware \$25,870.

Staff recommends approval.

KH/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: PURCHASE OF FAMILY ATTRACTIONS FOR CAROL OF LIGHTS

RECOMMENDATION: City Council to consider approval for the purchase of family attractions for Carol of Lights from Artificial Ice Events for the Parks and Recreation Department.

FUNDING SOURCE: Funds are available in the General Fund (Parks Department) for an amount not to exceed \$24,936.14.

BACKGROUND: This request is for the labor and equipment needed to provide family attractions at Carol of Lights as part of the Christmas Capital of Texas®. These activities will include an inflatable maze, toboggan tunnel, mobile curling lanes, giant gingerbread bounce house and an inflatable snow globe. This event will take place on Monday, November 25.

This procurement will be made in accordance with Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a)(7) (A).

Staff recommends approval.



W E L C O M E P A C K E T



ARTIFICIAL ICE EVENTS CONTRACT

800-275-0185

www.ArtificialIceEvents.com



59187

CLIENT INFORMATION

BUSINESS NAME City Of Grapevine
NAME Erin Burke
HOME PHONE _____ **WORK PHONE** 817-410-3919 **EMAIL** eburke@grapevintexas.gov
MAILING ADDRESS 200 S. Main Street **CITY** Grapevine **STATE** TX **ZIP** 76051

EVENT INFORMATION

START DATE 11/25/2024 **END DATE** 11/25/2024 **START TIME** 4:00 PM **END TIME** 8:30 PM
DROP OFF TIME _____ **DROP OFF DATE** _____
VENUE NAME City of Grapevine
LOCATION OF EVENT _____ **TO BE SET UP ON** _____
ADDRESS 523 S Main Street **CITY** Grapevine **STATE** TX **ZIP** 76051

NOTES

ICE RINK SIZE AND RENTAL PERIOD COST

Below, please find the pricing for the rink you requested.

Number of Days Needed: 1

Width (ft)	Length (ft)	Single Day Rental
X		\$0.00

Note: Ice Rink comes with ice skates, perimeter fencing and rubber flooring.

HOTELS / MEALS COST

Hotel:	\$175.00	1 Room X 1 Day X \$175.
Meals:	\$550.00	10 Staff X 1 Day X \$55.
Total Charge:	\$725.00	

If client opts to pay/arrange for hotel and meals, no charge will be applied.

LABOR COST: ATTRACTION SET/BREAK & OPERATIONAL LABOR

Set / Break:	\$3,850.00	10 Crew X 7 Hours X \$55/hr.
Operational:	\$2,625.00	10 Staff X 3.5 Hours X \$75/hr.
Total Ice Rink Labor:	\$6,475.00	

Estimate Only. Client to provide final hours of operation. Number of Crew and Staff may vary depending on the final attraction/s.



ARTIFICIAL ICE EVENTS CONTRACT

800-275-0185

www.ArtificialIceEvents.com



59187

ICE RINK EXTRAS COST

Item	Single Day Rental	Qty	# Days	Extended Price
Toboggan Tunnel	\$2,700.00	1	1	\$2,700.00
<p>Desc. Get ready for the most exhilarating ride you will take this winter! The brand new Toboggan Tunnel combines speed, adrenaline and mystery into one amazing attraction and is available only through Artificial Ice Events! First we start with the exterior appeal of this giant event centerpiece. At over 15' tall and 45' long this slide is made to look like a mountainous adventure has landed on your front doorstep. With the twin roller lanes covered by a snow covered tunnel, there is mystery and intrigue among your guests as to what this tunnel has to offer. Once inside, guests will bring their toboggan to the top of the slide and prepare to take flight! There is no other slide like this in the United States so get ready to stand out at your next event!</p>				
Street Stones Mobile Curling	\$3,500.00	1	1	\$3,500.00
<p>Desc. Experience our all new Street Stones Mobile Curling Lanes. With the rise of curling in the United States this attraction guarantees to be a hit at your next winter themed event. This unit resembles side by side luxury bowling lanes but instead uses synthetic ice as the sliding surface and specially designed curling stones with steel ball bearings for entry level play. Our Street Stones Mobile Curling Lanes, has 3 lanes, rules on how to play, and even educational facts about curling. It is highly visual, contained to eliminate stray stones and perfect for accommodating large groups of participants and spectators. The sport of curling requires no physical skill, it is perfect for all ages, is easy to learn and is one that few have the opportunity to try.</p>				
Snow Mazing	\$3,000.00	1	1	\$3,000.00
<p>Desc. Our winter maze isn't just about wandering around inside looking for the exit. Kids and adults sharpen their navigation skills while competing for the fastest times. When entering the maze, guests receive a passport with their start time. Maze runners must locate checkpoints, each with a letter they punch on their passport. The object is to spell the word "MAZE" (or another selected by you) then exit as quickly as possible. People want to run the maze over and over, improving their times to win better prizes, and having lots of fun in the process. The maze can be themed to fit any environment and accommodates up to 75 people at one time and up to 500 guests per hour.</p>				
SnowGlobe Live	\$3,000.00	1	1	\$3,000.00
<p>Desc. Step inside the fun this winter with SnowGlobe Live! SnowGlobe Live! brings the magic and merriment of treasured snow globes right to your fingertips with its impressive 15 foot tall presence. Suitable for any age, SnowGlobe Live! allows the entire family to experience real quality family fun like no other. It truly is something different, unique and a great attention grabber! This special life size snow globe is ideal for use at shopping malls, theme parks, museums, municipalities, universities, tree lighting ceremonies and much more! Onsite photo equipment not included. Ask about adding onsite printing to your event.</p>				
Jumpin Gingerbread	\$3,500.00	1	1	\$3,500.00
<p>Desc. Get ready for the ultimate winter attraction...the all new Jumpin Gingerbread! This oversized giant inflatable gingerbread is inspired from the bouncing pillows seen at farms and corn mazes. It is designed to accommodate large groups of children at the same time and is an absolute crowd pleaser. Standing and impressive 40' X 60' this unit commands center stage at any winter or Christmas themed event. Reserve this attraction early as prime dates book fast!</p>				

SUMMARY

Ice Rental of Above Rink Size:	\$0.00
Ice Solution:	\$0.00
Labor Cost:	\$6,475.00
Hotel/Meals Cost:	\$725.00
Extras Cost:	\$15,700.00
Delivery Cost:	\$1,486.64
Subtotal:	\$24,386.64

Discount:	\$0.00
Over Time:	
Insurance:	\$0.00
Damage Waiver:	\$ 549.50
Deposit Req.:	\$12,468.00
Sales Tax:	\$0.00
Entertainment Fee:	\$24,936.14

**ARTIFICIAL ICE EVENTS LLC
WINTER-THEMED EVENTS
CONTRACT FOR SERVICES**

In consideration of covenants contained herein, Artificial Ice Events, LLC (AI) leases to the undersigned ("Customer") upon terms and conditions set forth:

1. **Description of Rented Equipment:** The rented equipment is further described and set forth on the Equipment Rider(s) attached hereto and incorporated by reference.
2. **Set-up and Break-down of Equipment:** AI agrees to deliver and, if applicable and agreed upon, install, and set up the rented equipment that is to be provided hereunder at the location identified herein. The Customer agrees to provide specific directions to the event location and access for AI at the agreed upon and contracted dates and times. The Customer agrees to provide adequate parking for delivery vehicles and event staff, and the Customer agrees to reimburse AI for any costs incurred by AI due to the Customer's failure to provide such directions, access and parking. Parking fees, union fees, drayage fees, and any other out-of-pocket expenses related to the delivery, set-up, break-down or attendance at the event will be added to the final balance due from the Customer.
3. **Location Requirements:**
 - 3.1. Customer agrees that it will provide clear access from a public way to the event location. The Customer accepts responsibility for any damage that may occur on, near or en route to the set-up location. The Customer further agrees that it is responsible for securing all necessary permits for the event.
 - 3.2. Customer is solely responsible for providing adequate light, electricity, water, and all other resources, amenities, and requirements for the execution of the event. Customer is solely responsible for obtaining utility, amenity and site requirements from AI.
 - 3.3. Customer agrees that the rented equipment will fit in the Customer's desired location, and it is customer's responsibility to call office for dimensions if not know.
 - 3.4. If the event shall take place on anything but a ground-floor level, the Customer is responsible for confirming that there is a freight elevator and that they will provide AI with access to this freight elevator. The Customer bears the risk that inclement weather, specifically winds exceeding 15 mph, rain and lightning will hinder or prohibit the installation or use of the rented equipment. The Customer is responsible for ensuring that the event location is free of natural ice, snow, and pooling or puddling water. No refunds will be given if the rented equipment cannot be installed at the event location because of surface weather, acts of God, inadequate subfloor or access conditions.
 - 3.5. Customer is not permitted to move the rented equipment once it has been installed.
4. **Freight/Delivery:** Freight charges for transporting any AI materials including any/all equipment are based on mileage. AI reserves the right to utilize any transportation option to transport AI materials including the rented equipment and any/all equipment. In the event that the rented equipment is delivered to the Customer by freight and that the materials are installed by the Customer, all materials must be returned and packaged in exact packaging and in the same manner in which it arrived. If the original packaging materials for the rented equipment are lost or stolen, the Customer will be responsible for full replacement. The Customer bears the responsibility for items damaged during return freight. All freight and customs charges are the Customer's financial responsibility. AI will assist in obtaining freight estimates, which are subject to change and not guaranteed by AI.
5. **Price:** Customer agrees to pay the sum [insert sum] dollars hereunder (the "Entertainment Fee") on the following terms and conditions:
 - 5.1. No later than 14 days from the date appearing in Section 1 above; or, if no date appears in Section 1 above, no later than 14 days from the date that this agreement was sent to the Customer by AI, Customer must provide AI: (1) a copy of a valid credit card, (2) a nonrefundable deposit of 50% of the Entertainment Fee and (3) a copy of this agreement signed by a duly authorized representative of the Customer. Equipment is not considered reserved until the agreement is signed.
 - 5.2. No later than 10 days before your event start date, the remaining balance must be paid unless otherwise agreed to herein.
6. **Credit Card Authorization:** By signing this agreement, the Customer agrees and understands that AI is authorized to incur charges on the Customer's credit card to cover the full amount owed hereunder, including any deposit, outstanding balance, or expenses incurred by AI that are owed by the Customer including, but not limited to, parking fees and other out of pocket expenses, and any expenses incurred by AI to cover the repair or replacement of equipment damaged during the event. If payment in full is not received within 14 days of the conclusion of the event, Customer agrees that AI may charge its credit card on file for any sums owed under this agreement. All credit card payments shall be subject to a 3% processing fee.

7. **Operation of Rented Equipment and Related Matters When AI Personnel Are Not In Attendance** **ITEM #24**

7.1. **Operators.** Customer agrees and understands that at least one operator must monitor the rented equipment at all times that it is in use. For purposes of this agreement, the term "monitoring" includes, but is not limited to, (i) taking appropriate steps to ensure that the rented equipment is closed off and not accessible by patrons whenever an operator is not present (ii) confirming patrons follow all rules and regulations put forth by AI (iii) prohibiting participants that are under the influence of drugs or alcohol (iv) completing any daily checklist that is provided by AI and (v) in the event of injury, immediately ordering all patrons off of the rented equipment and ensuring that the appropriate medical attention is taken for those injured.

7.1.1. The Customer further agrees and understands that it is the Customer's responsibility to ensure that there is adequate staffing to provide for safe operation of the rented equipment, including, but not limited to equipment operation, collection of any applicable waiver forms, and crowd control. The Customer agrees that it is within its own knowledge, and is not the obligation of AI, to determine the number of operators necessary for effective operation of the rented equipment, and in most cases is greater than one person. The Customer agrees that at a minimum, at least one rented equipment operator is present to conduct such monitoring, and that any and all operators meet the following criteria: (i) The operator is at least 18 years of age; (ii) The operator is not under the influence of alcohol or drugs; and (iii) The operator has received, and satisfactorily completed, the training provided by AI. AI reserves the right to refuse an operator at its sole discretion.

7.1.2. At all times during the term of this Agreement, Customer will carry and maintain in full force and effect Comprehensive General Liability Insurance with a combined single limit of liability of not less than \$1 million. Customer warrants that such insurance is primary without right of contribution from any other insurance that is carried by AI. Upon request, which may be made by AI as a condition of beginning or continued performance under this Agreement, Customer will provide AI within five (5) business days from receipt of request with Certificates of Insurance that (a) names AI as an additional insured, (b) designated that such insurance is primary without right of contribution from any other insurance that is carried by AI, (c) contains a waiver of subrogation in favor of the additional insureds, (d) contains a breach of warranty clause in favor of additional insureds, (e) is endorsed to insure Customer's liability under this Agreement, and (f) provides that Customer's Insurers will give AI written notice at least thirty (30) days in advance of any cancellation or material change to the insurance.

7.2. **Training.** The Customer agrees that the rented equipment will not be used unless monitored by an operator(s) that have been trained by AI in the manner required by AI. AI agrees to provide the Customer or its designee(s) with complete operating instructions for the rented equipment. AI will document that said training has taken place, who has participated in said training and what documents were provided as part of said training. AI may proscribe the manner in which the training is provided, which may include online.

7.2.1. It is the Customer's responsibility to make all designated operators available for the above-mentioned training in the manner proscribed by AI, prior to the opening of the rented equipment for use, and to ensure that all operators that monitor the rented equipment at the event have satisfactorily completed said training. If the Customer or its designated operators do not report for the required training, AI reserves the right to delay set-up or opening of the rented equipment until sufficient training has been given. AI also reserves the right in its sole discretion to reject any operators provided or designated by the Customer. The Customer agrees that AI is not responsible for any financial loss or damage to the Customer due to an insufficient number of operators being available, or due to insufficient time being available to train operators.

7.2.2. By signing this agreement, the Customer agrees that any rented equipment operators provided or designated by the Customer are over eighteen years of age, and are its designees authorized to receive the above instructions and training on its behalf, and to sign the attached Operator Acknowledgement Form attached hereto and any operator training documentation forms provided by AI on the Customer's behalf. The Customer understands and agrees that both the Customer and its designated operators are obligated by this agreement to abide by all of the terms, conditions, rules, manufacturer's instructions and training provided by AI.

8. **Serious Injury:** In the event of serious injury involving the rented equipment, the Customer shall be responsible for securing the rented equipment and making it accessible to applicable public safety officers and officials. The rented equipment shall not be moved from the site of the injury until approval is granted by AI or the appropriate public safety official. The only exceptions to this requirement are for the preservation of life and property, the removal of injured persons or bodies, or to permit the flow of traffic during an emergency. The rented equipment and area surrounding the rented equipment shall not be disturbed, cleaned, or altered in any way that will impede any investigation involving an injury, crime or emergency.

9. **Cancellation Policy:** This agreement cannot be cancelled except by written notification from the Customer received by AI at least sixty (60) days prior to the date of the event. In the event that the Customer provides written notification to AI of cancellation as set forth above, the Customer agrees to pay fifty percent (50%) of the entertainment fee (minus any previously paid deposit). If the agreement is not cancelled in the manner set forth above, the Customer agrees to pay the entire amount due. As a point of clarity, AI offers no refunds due to inclement weather or acts of God. The rented equipment can be used outdoors in snow and rain; however, severe weather conditions to include hail, lightning, or winds greater than 15 mph may limit and/or hinder use.

10. **Care of Equipment:** The Customer agrees that they are fully responsible for the care of the rented equipment (which shall include all materials and equipment appurtenant to or provided with all rented equipment provided by AI from the time of delivery to the time of pick up or ship back even if AI personnel are present. The Customer agrees to return all rented equipment to AI in good repair, condition, and working order, normal wear and tear excepted. Customer must confirm that the event location has overnight security to monitor the rented equipment and/or that the event location is locked and secured during non-operational and non-business hours. Customer's liability for damage shall include, but not be limited to damage caused by rain, snow, sprinkler systems and other weather or water infiltration. The Customer agrees that if the rented equipment is not returned in good repair, condition, and working order, normal wear and tear excepted,

ITEM #24
the Customer will cover the costs to return the it to the condition it was in at the time of delivery, or replace irreparably damaged rented equipment. The Customer further agrees that AI is authorized to incur charges on the Customer's credit card to cover said costs.

11. **Damage Waiver Fee:** An optional, nonrefundable, 3.5% Damage Waiver Fee will be automatically added to rental items and will be shown in the Damage Waiver Fee field on our contract and invoice. When included and paid for Artificial Ice Events, LLC agrees to modify the terms of this contract and relive customer of liability for accidental damage to the rented items on this contract. The Damage Waiver Fee covers rental items that have accidental, minor damages caused by normal wear and tear usage our products may endure during your event. Examples of normal wear and tear may include a hole in an inflatable, missing accessories, broken arcade joystick, food/beverage spills, scuffs/dings etc. Artificial Ice Events, LLC excludes from the waiver, any loss or damage due to theft, vandalism, burglary, collision, misuse or abuse, intentional damage, mysterious disappearance, fire damage from intentional fires, damage due to items being left out in inclement weather, damage to motor/electrical caused by improper current/voltage, damage due to negligence, damage due to not following capacity guidelines, damage due to tampering with or moving items company installed, or any loss due to customers failure to care for the rental items as a prudent person would his or her own property.

If the Damage Waiver Fee is declined, the Damage Waiver Fee field on contract and invoice will be shown blank and any rental items that are damaged, the customer will be responsible for the replacement charges of the damaged items.

12. **Unsafe Conditions:** The Customer agrees that AI has the right to immediately remove or shut down the rented equipment or any related equipment, or to stop providing entertainment services if it observes or becomes aware that the rented equipment or any related equipment is being misused, or that any unsafe condition(s) exists. If an attraction or an event is shut down due to misuse of equipment or the existence of any unsafe condition(s), the Customer agrees and understands that AI will not, and is not obligated to provide any refund, credit, rescheduled services, or discount to the Customer. The term "unsafe condition" as used in this contract includes, but is not limited to, inclement weather and wind speeds that exceed 15 miles per hour, acts of god, and/or the manufacturer's recommendations or requirements.

12.1. AI reserves the right to refuse use of equipment to any participant at its unfettered discretion. Refusal of any participant shall in no way void this Agreement or Customer's obligations hereunder.

13. **Extending Rental:**

13.1. Customer is not guaranteed that rented equipment shall be available for rental beyond the contracted period; however, if overtime rental is available, overtime rates will be pro-rated based on the original duration and price and shall be charged for each hour or portion thereof for equipment kept in operation beyond the scheduled end time.

14. **Photos:** If your rented equipment includes onsite photography and photo printing, the Customer acknowledges that photos are for novelty and entertainment purposes only. The quality of the photos is not debatable, and refunds will not be given for subjective feedback. AI does not make any claims to and will not be held liable for photo quality. The Customer acknowledges that photos of the rented equipment's are the property of AI and copying, distributing, publishing by the Customer or any of its affiliates or subsidiaries is not permitted without express written consent from AI.

15. **Exterior Decorations and Props:** The Customer acknowledges that they have contracted with AI for the rented equipment and related materials only unless otherwise agreed and amended to the contract. The Customer is responsible for any and all exterior and interior decorations and/or props. AI is not responsible for the installation or removal of, or damage to any and all decorations or props. AI reserves the right to remove the rented equipment if any decorations or props provided by the Customer appear to have the potential to be destructive to Artificial Ice Event's public image or suggest potential damage to the rented equipment. Customer shall be liable or responsible for any damage to the rented equipment or personal injury resulting from 3rd party props or décor.

16. **Inability to Perform and Limitation of Liability:** In the unlikely event that AI is unable to provide an attraction, AI will make every effort to provide an acceptable replacement. If a replacement cannot be provided, AI will refund the portion of the deposit paid prorated to the number of attractions that were provided. However, the Customer agrees that said refund will be the full extent of damages the Customer is entitled to, that no further damages of any kind will be sought by the Customer against AI and that provision of a replacement at an event shall be dispositive of the replacement's acceptability to the Customer.

16.1. In the unlikely event that AI is delayed, and the event does not start at the agreed upon and contracted time or within one hour of, or time is lost during the event due to the malfunction of the rental property, AI will refund the portion of fees paid prorated to the time lost. However, the Customer agrees that said refund will be the full extent of damages the Customer is entitled to, and that no further damages of any kind will be sought by the Customer against AI.

16.2. The Customer further agrees that if AI is unable to fulfill its obligations under this agreement or is found liable to the Customer for breach of contract, breach of warranty, negligence or any other theory of liability or breach, AI's liability shall be limited to the value of this agreement, and in no event shall AI be liable to the Customer for any consequential or economic damages, costs or expenses, emotional harm, lost earnings or lost profits.

17. **Nonpayment:** In the event of nonpayment or incomplete payment, the Customer agrees to indemnify AI for all costs and expenses incurred by AI in its efforts to collect all amounts due including, but not limited to, court filing fees, attorneys' fees and any bank fees. The Customer also agrees to pay a \$25.00 service charge to AI for all returned checks plus any bank fees related thereto.

18. **Indemnification and Waiver of Claims:** The Customer agrees and understands that participation in the activities that are part of the entertainment provided pursuant to this contract entails both known and unknown risks including, but not limited to, physical injury from falling, slipping or colliding, emotional injury, paralysis, or death to any participant.
- 18.1. The Customer agrees to fully release, indemnify, forever discharge and hold harmless AI from and against any and all claims, demands, liabilities, damages, costs and expenses including, but not limited to attorneys' fees and claims for product liability, faulty installation, abuse, and personal injury of the Customer, its agents, servants, designees or employees including ride operators and volunteers, or of any third-parties, related in any way to the subject matter of this contract or to the participation in activities that are a part of the entertainment provided pursuant to this contract, whether or not said claims, demands, liabilities, damages, costs and expenses were caused in any way by the acts or omissions of AI, its agents, servants or employees. Customer shall also indemnify AI for any losses or damages resulting from the failure to provide participant liability waivers from all participants in the customer's event.
- 18.2. The Customer hereby acknowledges that it has read and understood this section of the agreement, and agrees to its content and the obligations contained therein:
19. **Severability:** The parties to this agreement agree that if any portion of this agreement is found to be inapplicable, unenforceable, or void, the remaining provisions of the agreement will be adhered to and fully enforceable.
20. **Patent and Intellectual Property Rights:** All information supplied to Customer shall constitute confidential information of AI, its suppliers, vendors, affiliates, and parent or subsidiary organizations. Customer shall use such information only for the performance of this agreement and the matters contemplated hereunder and shall not disclose such information to any third party without AI's prior written consent.
21. **Remedies:** The rights and remedies reserved to the Customer under this agreement shall be the sole and exclusive remedies afforded to the Customer under the law.
22. **Applicable Law and Venue:** This contract is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any action to enforce this contract must be brought in a Massachusetts court.
23. **Force Majeure.** Notwithstanding anything to the contrary herein contained, it is agreed that either Party hereto will be relieved of its obligations hereunder as defined under the cancellation clause in the event and to the extent that performance hereof is delayed or prevented by any cause beyond its control and not caused by the Party claiming relief hereunder, inclement weather excluded ("*force majeure*"). AI and/or Customer agree to make its best efforts to resume services and, where applicable, to meet the timetable under this agreement, where relief is obtained under this provision. AI and/or Customer further agree to consult with and advise each other's party of any anticipated delay or failure, as soon as it becomes aware of such anticipated delay or failure or the possibility thereof, whether for *force majeure* or not, and, where applicable, the reestablishment of applicable timetables. In the event this Agreement is canceled or terminated pursuant to this section, neither party shall have any further financial liability or obligation to the other.
24. **Entire Agreement:** The parties to this agreement agree that this contract contains the entire agreement between the Customer and AI and that there are no other representations, warranties or commitments except as specifically set forth in this document and the attached schedules. The Customer agrees that it has had an opportunity to review this contract and that it has had an opportunity to consult with counsel of its choice about this agreement. The parties agree that this agreement was negotiated at arm's length and that its terms shall not be construed in any way that suggests otherwise. This agreement may be modified, altered, or amended only by a writing signed by both the Customer and AI.

**CHECKS SHOULD BE MADE PAYABLE TO:
Artificial Ice Events LLC
147 Summit St, Building #6
Peabody, MA 01960
(800) 275-0185 (Toll-Free) (781) 231-7984 (Fax)**

Equipment Rider – Synthetic Ice Skating Rink

All capitalized terms in this Rider shall have the same meaning as defined and used in the Artificial Ice Events LLC Contract For Services to which it is attached.

1. **Waiver:** All patrons of the artificial ice rink will be required to sign a Recreational Activity Release of Liability Waiver hereafter known as "Waiver". Patrons that are 18 years old and older may sign their own Waiver. Patrons under the age of 18 must have the signature of a legal guardian appear on the Waiver. Customer hereby acknowledges receipt of the Waiver form from AI. Customer is responsible for having blank copies of the Waiver for all participants to sign. Customer is responsible for providing AI with all original Waivers that are obtained from Patrons.

2. **Site Requirements:** The artificial ice rink must be installed on a flat, smooth, level and solid surface. AI does not provide a sub-floor for artificial ice rinks. AI reserves the right, in its sole discretion, to require that a subfloor is necessary for installation of the artificial ice rink. If a sub-floor is deemed necessary by AI, it is the sole responsibility of the Customer to purchase, contract and manage the installation of the sub-floor. It is Customer's sole responsibility to confirm that event location is satisfactory. AI will not be held responsible or liable for poor flooring or sub-flooring solutions or options.
 - 2.1.1. At a minimum, the subfloor must be protected by a waterproof membrane made of rubber, polyethylene or another material that will provide moisture barrier and be of sufficient durability to remaining intact during installation.

 - 2.2. All outdoor rental Customers of artificial ice rinks are required to have a water source and hose within 100 feet of ice rink location. Water is used for cleaning purposes only. All indoor rental Customers of artificial ice rinks are responsible for having a wet vac or mop / water bucket available for cleaning purposes. All

 - 2.3. AI cares for the artificial ice rink by spraying it with a solution that reduces friction and enhances glide and speed. The solution is a food grade product that is 100% water soluble and non-toxic. There are inherent risks that the solution may over spray the ice surface, be tracked from or by operators or patrons, or leak through the top of surface resulting in solution residue on the floor. These circumstances are unlikely and unusual and the solution will not stain or damage any flooring surface but will require clean up. AI is not responsible for floor clean up.

 - 2.4. Ice skates must only be worn on the artificial ice surface or rubber flooring that surrounds the artificial ice surface.

3. **Performers/ Shows:** Customer agrees that if ice skaters, performers or ice shows/performances are contracted through AI, that the quality of the show is not debatable and refunds will not be given for subjective feedback. The Customer is responsible for providing dressing room (which shall not be a public restroom) within a reasonable distance from the ice surface.

4. **Skill:** Ice skating on the artificial ice rink requires an element of skill. The artificial ice surface product has been scientifically researched to produce minimally more resistance than skating on refrigerated ice. The skate-ability of the surface is not a subjective experience. AI makes no claims to and is not responsible for injuries obtained or sustained on the artificial ice rink or satisfaction with skating on the artificial ice surface.
 - 4.1. The artificial ice skating surface may only be used for recreational non-contact ice skating and not for hockey or any other form of contact sport.

5. **Perimeter Fencing:** AI provides perimeter fencing for all artificial ice rinks unless otherwise noted. Website and marketing materials highlight various styles of perimeter fencing to include white picket fencing, netting, black barricades, etc. The fencing provided is not debatable or an option to be specified or selected by the Customer. No style or color of fencing will be guaranteed by AI. AI is not responsible for which perimeter fencing is provided to the Customer.

Initials

Equipment Rider – Inflatable Snow Globe

All capitalized terms in this Rider shall have the same meaning as defined and used in the Artificial Ice Events, LLC Contract For Services to which it is attached.

1. **Site Requirements:** Due to the unique nature of the Inflatable Snow Globe (“Snow Globe”), certain site requirements are necessary.
 - 1.1. Floor space clearance of no less than twenty five feet by twenty five feet (25' X 25') and overhead clearance of no less than fifteen feet (15') is necessary.
 - 1.2. In order to operate the Snow Globe, a dedicated 20 amp circuit must be provided by the Customer within a fifty (50') radius of the Snow Globe location.
 - 1.3. Customer shall provide two (2) skirted 6' tables and 40' of pipe and stanchions for line control.
2. **Care and Maintenance of the Snow Globe.** Customer shall be responsible for the care and maintenance of the Snow Globe upon delivery. These obligations include, but are not limited to:
 - Patrons must be required to remove shoes before entering the Snow Globe.
 - No liquids or food of any kind will be allowed inside the event footprint and/or event area or within Snow Globe
 - No sharp objects of any kind will be allowed inside the event footprint and/or event area or within Snow Globe
 - If Artificial Snow is provided, any wet, soiled or tainted snow is not re-useable and Customer will be held responsible for any snow damaged due to misuse.
 - No lighting of any kind is allowed inside Snow Globe. All lighting inside the event footprint and/or event area must allow at least four (4') clearance from the outer diameter of Snow Globe to prevent burns to the surface of the Snow Globe.
 - Customer shall not use any petroleum-based abrasive or caustic materials on any part of the Snow Globe for any reason. Customer acknowledges that above cleaners may result in damage or deterioration of the Snow Globe and result in replacement. A clean dusting cloth should be used.
 - Internal atmosphere lighting may damage or burn the Snow Globe and is not authorized.
 - No smoking permitted inside or within ten (10') feet of the Snow Globe
 - The clear globe unit of the Snow Globe can never be dragged or pulled on the floor. When moving the clear globe unit of the Snow Globe it must be contained in the bag provided.
3. **Artificial Snow:** The Snow Globe uses a light artificial snow and customer is aware that some amount of this artificial snow will end up outside of the globe in the surrounding environment and potentially tracked throughout event space. The snow can be easily vacuumed after usage, and customer is responsible for arranging for clean up. The customer is also aware that patrons who participate with the Snow Globe risk being dusted with the artificial snow. The snow will not damage clothing and may be removed with a lint brush. Artificial snow is provided for decorative effect only and does not independently or mechanically circulate within the Snow Globe.
4. **Climate Conditions and Unsafe Conditions.** The Customer agrees that Artificial Ice Events has the right to stop usage of the Snow Globe if it observes or becomes aware that it is being misused, or that an unsafe condition or conditions exists. The term “unsafe condition” as used herein includes, but is not limited to, rain, snow, sleet, ice, other inclement weather and wind speeds that exceed 15 miles per hour and/or the manufacturer’s recommendations or requirements.
 - 4.1. Artificial Ice Events reserves the right to refuse use of equipment to any participant at its unfettered discretion. Refusal of any participant shall in no way void this Agreement or Customer’s obligations hereunder.
 - 4.2. The Snow Globe may become too hot for use if erected in direct sunlight. Customer assumes the risk that items may be unable to be used due to excessive heat. Customer is not permitted to attempt to cool equipment with the use of water.
 - 4.3. The Snow Globe can not be operated when temperatures are below 37 degrees Fahrenheit. In the event that the forecast for weather predicts temperatures at or below 37 degrees, or the temperature at the time of the event is actually at or below 37 degrees, Customer shall not operate the Snow Globe. No Refunds shall be provided for failure to use the Snow Globe because of cold temperature conditions.

Equipment Rider – Snowmazing

All capitalized terms in this Rider shall have the same meaning as defined and used in the ARTIFICIAL ICE EVENTS, LLC Contract for Services to which it is attached.

1. **Site Requirements:** Due to the unique nature of the Snowmazing (“Maze”), certain site requirements are necessary.
 - 1.1. Floor space clearance of no less than fifty (50) feet long by forty (40) feet wide and overhead clearance of no less than fifteen feet (15’) is necessary.
 - 1.2. In order to operate Snowmazing, two (2) dedicated 20 amp circuits must be provided by the Customer within a 50ft radius of the Snowmazing location.
 - 1.3. Customer shall provide 20’ of pipe and stanchions for line control.
2. **Care and Maintenance of Snowmazing.** Customer shall be responsible for the care and maintenance of Snowmazing upon delivery. These obligations include, but are not limited to:
 - No liquids or food of any kind will be allowed inside the event footprint and/or event area or within Snowmazing.
 - No sharp objects of any kind will be allowed inside the event footprint and/or event area or within Snowmazing.
 - Internal atmosphere lighting may damage or burn the Snowmazing and is not authorized.
 - No smoking permitted inside or within ten (10’) feet of Snowmazing.
3. **Climate Conditions and Unsafe Conditions.** The Customer agrees that ARTIFICIAL ICE EVENTS, LLC has the right to stop usage of Snowmazing if it observes or becomes aware that it is being misused, or that an unsafe condition or conditions exists. The term “unsafe condition” as used herein includes, but is not limited to, rain, snow, sleet, ice, other inclement weather, and wind speeds that exceed 15 miles per hour and/or the manufacturer’s recommendations or requirements.
 - 3.1. ARTIFICIAL ICE EVENTS, LLC reserves the right to refuse use of equipment to any participant at its unfettered discretion. Refusal of any participant shall in no way void this Agreement or Customer’s obligations hereunder.
 - 3.2. Snowmazing may become too hot for use if erected in direct sunlight. Customer assumes the risk that items may be unable to be used due to excessive heat. Customer is not permitted to attempt to cool equipment with the use of water.
4. **Skill.** Snowmazing is designed to be a fun attraction in which patrons will walk, not run, through an inflatable maze while using scavenger hunt cards to find a hidden message. The degree of difficulty of the Snowmazing experience is not a subjective experience. ARTIFICIAL ICE EVENTS, LLC makes no claims to and is not responsible for injuries obtained or sustained on while inside Snowmazing.

Equipment Rider – Toboggan Tunnel

All capitalized terms in this Rider shall have the same meaning as defined and used in the Artificial Ice Events, LLC Contract For Services to which it is attached.

1. **Site Requirements:**

- 1.1. Customer shall provide access to one (1) dedicated continuously operating 20 amp circuit within one hundred feet (100') of the site where the Toboggan Tunnel slide is installed.
- 1.2. The installation location must be accessible by a twenty four foot (24') truck.
- 1.3. The actual dimensions of the Toboggan Tunnel are fifteen (15) feet tall by forty-five (45) long by twenty (20) feet wide. The site must accommodate the dimensions of the Toboggan Tunnel plus a perimeter of at least fifteen (15) feet around and adequate clearance from overhead obstructions.
- 1.4. Customer shall provide an entrance carpet and seating for storage of shoes. No shoes are ever permitted inside of the Toboggan Tunnel slide, regardless of weather or temperature conditions.
- 1.5. The Toboggan Tunnel slide must be properly anchored to the ground. Customer shall provide a location for installation of the Toboggan Tunnel slide where it can be secured to the ground with stakes. Customer shall contact the proper authorities including, but not limited to Dig Safe, in order to ensure that the Toboggan Tunnel slide can be staked to the ground safely. If the Toboggan Tunnel slide cannot be staked to the ground, Customer shall provide access to a water source within fifty (50) feet of the site of the Toboggan Tunnel slide. ARTIFICIAL ICE EVENTS, LLC is not responsible for the drainage of water containers after the event.

2. **Artificial Snow Machines:** Artificial snow machines are not included with rental of slides unless otherwise stated.

3. **Installation Volunteers:** For the Toboggan Tunnel slide, Customer shall provide four volunteers during the installation and breakdown periods. The absence of volunteers will delay or prohibit installation of the Toboggan Tunnel slide or result in assessment of an extended rental period. ARTIFICIAL ICE EVENTS, LLC is not responsible for lost time due to lack of volunteers and will not refund any fees if volunteers are not present. ARTIFICIAL ICE EVENTS, LLC reserves the right in its sole discretion to hire local labor when volunteers are not present Customer shall pay any fees associated with the retention of local labor.

4. **Climate Conditions and Unsafe Conditions.** The Customer agrees that ARTIFICIAL ICE EVENTS, LLC has the right to stop usage of the Toboggan Tunnel slide if it observes or becomes aware that it is being misused, or that an unsafe condition or conditions exists. The term "unsafe condition" as used herein includes, but is not limited to, rain, snow, sleet, ice, other inclement weather and wind speeds that exceed 15 miles per hour and/or the manufacturer's recommendations or requirements.

- 1.1. ARTIFICIAL ICE EVENTS, LLC reserves the right to refuse use of equipment to any participant at its unfettered discretion. Refusal of any participant shall in no way void this Agreement or Customer's obligations hereunder.
- 1.2. The Toboggan Tunnel Slide may become too hot for use if erected in direct sunlight. Customer assumes the risk that items may be unable to be used due to excessive heat. Customer is not permitted to attempt to cool equipment with the use of water.

5. **Care and Maintenance of the Toboggan Tunnel Slide:** Customer shall be responsible for the care and maintenance of the Toboggan Tunnel slide upon delivery. These obligations include, but are not limited to:

- Patrons must be required to remove shoes before entering the Toboggan Tunnel Slide.
- Patrons should be 12 years of age or under.
- No liquids or food of any kind will be allowed inside the event footprint and/or event area or within Toboggan Tunnel
- No sharp objects of any kind will be allowed inside the event footprint and/or event area or within Toboggan Tunnel

Equipment Rider – Street Stones Mobile Curling Lane

All capitalized terms in this Rider shall have the same meaning as defined and used in the Artificial Ice Events LLC Contract For Services to which it is attached.

1. **Site Requirements:** The Street Stones must be installed on a flat, smooth, level and solid surface. AI does not provide a sub-floor for artificial ice rinks. AI reserves the right, in its sole discretion, to require that a subfloor is necessary for installation of the artificial ice rink. If a sub-floor is deemed necessary by AI, it is the sole responsibility of the Customer to purchase, contract and manage the installation of the sub-floor. It is Customer's sole responsibility to confirm that event location is satisfactory. AI will not be held responsible or liable for poor flooring or sub-flooring solutions or options.
 - 1.1. Customer shall provide access to two (2) dedicated continuously operating 20 amp circuits within one hundred feet (100') of the site where the Street Stones is installed.
 - 1.2. The installation location must be accessible by a twenty four foot (24') truck.
 - 1.3. The actual dimensions of the Street Stones are fifteen (15) feet tall by forty-five (45) long by forty-five (45) feet wide. The site must accommodate the dimensions of the Street Stones plus a perimeter of at least ten (10) feet around and adequate clearance from overhead obstructions.
 - 1.4. The Street Stones must be properly anchored to the ground. Customer shall provide a location for installation of the Street Stones where it can be secured to the ground with Street Stones can be staked to the ground safely. If the Street Stones cannot be staked to the ground, Customer shall provide access to a water source within fifty (50) feet of the site of the Street Stones. AI is not responsible for the drainage of water containers after the event.
2. **Artificial Snow Machines:** Artificial snow machines are not included with rental of slides unless otherwise stated.
3. **Installation Volunteers:** For the Street Stones, Customer shall provide two volunteers during the installation and breakdown periods. The absence of volunteers will delay or prohibit installation of the Street Stones or result in assessment of an extended rental period. AI is not responsible for lost time due to lack of volunteers and will not refund any fees if volunteers are not present. AI reserves the right in its sole discretion to hire local labor when volunteers are not present Customer shall pay any fees associated with the retention of local labor.
4. **Climate Conditions and Unsafe Conditions.** The Customer agrees that AI has the right to stop usage of the Street Stones if it observes or becomes aware that it is being misused, or that an unsafe condition or conditions exists. The term "unsafe condition" as used herein includes, but is not limited to, rain, snow, sleet, ice, other inclement weather and wind speeds that exceed 15 miles per hour and/or the manufacturer's recommendations or requirements.
 - 1.1. AI reserves the right to refuse use of equipment to any participant at its unfettered discretion. Refusal of any participant shall in no way void this Agreement or Customer's obligations hereunder.
 - 1.2. The Street Stones may become too hot for use if erected in direct sunlight. Customer assumes the risk that items may be unable to be used due to excessive heat. Customer is not permitted to attempt to cool equipment with the use of water.
5. **Care and Maintenance of the Street Stones:** Customer shall be responsible for the care and maintenance of the Street Stones upon delivery. These obligations include, but are not limited to:
 - No liquids or food of any kind will be allowed inside the event footprint and/or event area or within Street Stones.
 - No sharp objects of any kind will be allowed inside the event footprint and/or event area or within Street Stones.

**ARTIFICIAL ICE EVENTS LLC
Training/Operator Acknowledgement**

Customer: _____

This Operator Acknowledgement is made part of and incorporated into the Artificial Ice Events LLC Contract for Services (the "Agreement") to which it is attached.

DATE(S) OF EVENT: _____

EVENT SITE FULL ADDRESS: _____

Acknowledgment(s):

It is hereby acknowledged that I, the undersigned, am at least 18 years of age, and am authorized to sign this document on behalf of the above-named Customer.

I, the undersigned, on behalf of myself and on behalf of the above-named Customer, further acknowledge that Artificial Ice Events LLC ("AI") has provided me with installation, operating, cleaning, and maintenance instructions for the equipment that I will be operating, including instructions to minimize the potential for injury, all of which I have read and understood. I understand that it is my obligation to read any manuals and ask any questions necessary to perfect my understanding of my obligations hereunder. I have read and understood the recommendations for the operation, care and maintenance of the equipment and any applicable operations manuals.

I, the undersigned, for myself and on behalf of the above-named Customer, agree to abide by all of the terms, conditions, rules and instructions regarding the use of the equipment.

The undersigned certifies that he or she is over eighteen years of age, and is obligated to abide by all of the terms, conditions, rules, instructions and training provided by AI as set forth above.

Signed under the pains and penalties of perjury this ____ day of _____, 20__.

Print name: _____

Signature: _____

Address: _____

Date of Birth: _____

RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.

Express assumption of risk associated with recreational activities. I, (please print first name, middle name, & last name) _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as ICE SKATING, including the rental equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or manmade, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route location.
5. Attack by/or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in the activity (ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as the releasees.

ARTIFICIAL ICE EVENTS, LLC

Owner (Company and/or Person)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result in engaging in the above activities.

3. By entering into this agreement, I am not relying on any oral or written representation or statements made by these releasees other than what is set forth in this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is founded to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____ Name of Adult Participant (Please Print) _____ Date _____
 Signature of Adult Participant

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as parent, guardian, temporary guardian with legal responsibility for this participant do consent and agree not only to his/her release of all releasees, but also to release and indemnify the releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____ Name of Parent or Adult Legal Guardian (Please Print) _____ Date _____
 Signature of Parent or Adult Legal Guardian if participant is a minor, and by their signature, they on my behalf release all claims that both they and I have.

 Name of Minor (Please Print) _____ Date _____



C H E C K L I S T

Thank you for planning to skate with Artificial Ice Events. We are excited about your up and coming event and we want your experience to be enjoyable. Please review the checklist below to prepare for our installation. Confirming that all details have been addressed will allow our ice technicians to do the best job possible and will make for a smooth event. Welcome aboard and please call with any questions!

INDOOR CLIENT RESPONSIBILITIES:

- Cover floor with a thin plastic sheeting where ice surface will be installed (the rink will not damage floors or carpet, but we suggest plastic sheeting as an additional protective measure).
- Provide wet vac or mop/water bucket for spot cleaning of surface.
- Confirm (1) ice skate distribution volunteer to assist in passing out skates.
- Arrange for chairs or benches next to the ice surface where guests can put on their skates.
- Print the attached "RECREATIONAL ACTIVITY RELEASE OF LIABILITY WAIVER" and have enough copies on hand to accommodate expected attendance. The waivers will be taken by the ice technician following your event and stored at our office.
- Confirm that there is parking for a standard box truck within 200 yards of ice surface.
- Arrange for removal of plastic sheeting and vacuuming of area after disassembly.
- If you are responsible for arranging meals and lodging for ice technicians, confirm that all details have been faxed to the office.

OUTDOOR CLIENT RESPONSIBILITIES:

- Confirm that the installation surface is flat, smooth and level. Set up on grass without a subfloor will not work. Review the subfloor installation page on our website for a detailed explanation.
- Confirm over night security if a multi day event.
- Confirm (1) ice skate distribution volunteer to assist in passing out skates.
- Arrange for chairs or benches next to the ice surface where guests can put on their skates.
- Print the attached "RECREATIONAL ACTIVITY RELEASE OF LIABILITY WAIVER" and have enough copies on hand to accommodate expected attendance. The waivers will be taken by the ice technician following your event and stored at our office.
- Confirm that there is lighting available if evening skating is planned.
- Confirm that there is parking for a standard box truck within 200 yards of ice surface.
- Provide a water source and hose within 100 feet of ice rink location. Water usage will be minimal and will be used for spot cleaning ice surface.
- If you are responsible for arranging meals and lodging for ice technicians, confirm that all details have been faxed to the office.

800.275.0185

www.artificialiceevents.com



COMING SOON!

ICE SKATING PARTY

DATE: _____

TIME: _____

LOCATION: _____

SPONSORED BY: _____

FOR MORE DETAILS CONTACT: _____



www.artificialiceevents.com

**ARTIFICIAL ICE
EVENTS**

Press Release Template

Artificial Ice Events to Install Eco-Friendly Synthetic Ice Skating Rink at (ENTER YOUR INFO)

(ENTER YOUR CITY, STATE, DATE): Get in the spirit of the season and get ready to skate on a totally synthetic ice surface - Artificial Ice Events, the nation's largest synthetic ice rental company sets up and installs artificial ice surfaces that require no water or refrigeration. The plastic ice surfaces are built around a new technology that closely resembles the skating experience of real ice. Aj Paradis, an ice technician for Artificial Ice Events, says "it is an amazing product and nothing is more nostalgic than people ice skating during the holiday season. It's great seeing young and old, experienced or beginner smile as they skate on our ice. Its quick set up, low maintenance cost, and its ability to be set up in any climate make it a real winner for holiday events particularly in warm states."

Come experience artificial ice for yourself and skate with us...**ENTER YOUR EVENT DETAILS HERE.**

For additional information about the artificial ice surface please visit www.artificialiceevents or for event details and media inquiries contact: **ENTER YOUR EVENT CONTACT HERE.**

For Release (ENTER RELEASE DATE HERE)



ITEM #24

ACCEPTED AND AGREED:

For the Customer

Print Name:

Signature:

Date:

Title:

Phone:

Email:

For Artificial Ice Events

Print Name:

Signature:

Date:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: PURCHASE OF REPLACEMENT AUDIO SYSTEM FOR THE REC

RECOMMENDATION: City Council to consider the approval for the purchase of a replacement audio system for The REC from ImageNet Office Systems for the Parks and Recreation Department.

FUNDING SOURCE: Funds are available in the Permanent Capital Maintenance Fund (Parks) for a total amount not to exceed \$29,936.

BACKGROUND: This purchase involves the replacement of the existing audio system and associated equipment that was damaged during multiple power surges on August 23, 2024. These surges rendered the audio system inoperable, resulting in The REC of Grapevine being without audio for announcements, a key component of the facility safety plan. ImageNet will replace the existing audio headend processors with QSYS Core 110vF Digital Sound Processors. These new processors will include multiple input and output options to integrate with the existing amplifiers and speakers, restoring the functionality of the paging and background audio system. In an effort to ensure protection of the equipment the bid includes power surge protection units to prevent possible damage to the equipment in the event of future power surges.

This installation is a partial solution aimed at addressing the immediate and critical issues related to paging and audio distribution (which includes the safety of facility users). While this phase resolves these urgent needs, the upgrade of the existing amplifiers, additional audio components, and video distribution will be scoped and implemented in a later phase.

This purchase will be made in accordance with an existing interlocal agreement with the Region VIII Education Service Center known as The Interlocal Purchasing System (TIPS) in Texas as allowed by Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791.

Bids were taken by the cooperative and contracts were awarded to ImageNet Office Systems. The Parks and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

Staff recommends approval.

AT/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: RENEWAL FOR BRAZOS SOFTWARE MAINTENANCE

RECOMMENDATION: City Council to consider the renewal for Brazos software maintenance from Tyler Technologies for the Police Department.

FUNDING SOURCE: Funds are available in the CCPD Fund for an annual estimated amount of \$23,675.

BACKGROUND: This purchase is to renew the annual software maintenance for Brazos ticket software, printers, and interface maintenance for Municipal Court and Police Department's RMS systems.

This procurement of Brazos software maintenance will be made as a sole source purchase from Tyler Technologies in accordance with Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a) (7) (A).

Staff recommends approval.

RG/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: RENEWAL OF AN ANNUAL CONTRACT FOR FIRST RESPONDER UNIFORMS, ACCESSORIES, AND SERVICES

RECOMMENDATION: City Council to consider approval for the renewal of an annual contract for first responder uniforms, accessories, and services with Galls, LLC for the Police Department.

FUNDING SOURCE: Funds are available in the General Fund (Police Department) and the CCPD Fund for an estimated annual amount of \$180,000.

BACKGROUND: The purpose of this contract is to establish fixed annual pricing for law enforcement uniforms on an as-needed basis.

This Purchase will be made in accordance with an existing interlocal agreement with the North Texas SHARE Cooperative of Texas as allowed by Texas Local Government Code, Section 271 and Texas Government Code, Chapter 791. The contract was for an initial one-year period with four optional one-year renewals. If approved, this will be for the third available renewal.

North Texas SHARE Cooperative of Texas solicited a Request for Proposals for first responder uniforms and awarded a contract to Galls, LLC based on the evaluation criteria stated in the bid. The Police Department and Purchasing reviewed the contract for specification compliance and pricing and determined that this contract would provide the best product, service, and pricing to meet the needs of the City. The City of Grapevine has used Galls, LLC in the past with successful results.

Staff recommends approval.

SS/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: PURCHASE OF AMMUNITION FOR THE POLICE DEPARTMENT

RECOMMENDATION: City Council to consider approval for the purchase of ammunition from Precision Delta Corp for the Police Department.

FUNDING SOURCE: Funds are available in the General Fund (Police Department) for an annual estimated amount of \$50,105.

BACKGROUND: This purchase is for ammunition for Department firearms training and qualifications throughout the year. The Department annually purchases 9mm and .223 ammunition to maintain proficiency with Department issued firearms. Due to periodic ammunition shortages, the Department purchases ammunition when available to maintain adequate Department inventory. The maintenance of ammunition inventory ensures the Department continues with training and qualifications.

This purchase will be made in accordance with an existing interlocal agreement with The Local Government Purchasing Cooperative (Buy Board) 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 Precision Delta Corp. The Police and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best service and pricing for meeting the needs of the City.

Staff recommends approval

WE/LW/MH

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: RENEWAL OF ANNUAL CONTRACTS FOR CONCRETE AND RELATED MATERIALS

RECOMMENDATION: City Council to consider approval of the renewal of annual contracts for the purchase of concrete and related concrete materials with 1st Choice Remodeling, NG Concrete, City Concrete, Burnco Concrete, Wheat Lumber Company, Ready Cable, Inc. and White Cap.

FUNDING SOURCE: Funds are available in the General Fund (various departments), Utility Enterprise Fund and Storm Drainage Utility Fund for an annual estimated amount of \$150,000.

BACKGROUND: The Public Works Department wishes to renew annual contracts for the purchase of concrete and rebar with the following suppliers:

Concrete Suppliers:

- 1st Choice Remodeling
- NG Concrete
- City Concrete
- Burnco Concrete

Materials Suppliers

- Wheat Lumber Company
- Ready Cable, Inc.
- White Cap

Currently, suppliers will not provide fixed base priced contracts due to the fluctuation in steel and concrete material costs. It is requested that a non-exclusive award be made to the suppliers listed above to ensure availability of materials without interruption of road projects.

Staff recommends approval.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: ANNUAL CONTRACTS FOR HVAC FILTERS, SUPPLIES AND EQUIPMENT

RECOMMENDATION: City Council to consider approval of an annual contract for HVAC filters, supplies and equipment from Joe W. Fly Company and Texas Air Systems for the Public Works Facilities Services Department.

FUNDING SOURCE: Funds are available in the General Fund (Facilities), CVB Fund, Utility Enterprise Fund, Lake Parks Fund and Lake Enterprise Fund (Golf) for an annual estimated budgeted amount of \$70,000.

BACKGROUND: The purpose of these contracts is to establish fixed annual pricing for HVAC filters, supplies and equipment for air filter installation with Joe W. Fly Company and a full-service HVAC agreement for maintenance and repairs to extend the life of the HVAC equipment located in city facilities with Texas Air Systems.

These purchases will be made in accordance with an existing interlocal agreement with The Local Government Purchasing Cooperative (Buy Board) as allowed by Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791. The contract with Joe W. Fly Company is for an initial one-year period with two, one-year renewal options. If approved, this will be the first optional renewal. The contract with Texas Air Systems is for an initial one-year period with two, one-year renewal options.

Bids were taken by the Cooperative and contracts were awarded to Joe W. Fly Company and Texas Air Systems. The Facility Services and Purchasing staff reviewed the contracts for departmental specification compliance and pricing and determined that the contracts would provide the best service and pricing for meeting the needs of the City.

Staff recommends approval

CH/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: ANNUAL CONTRACT FOR HVAC PREVENTIVE MAINTENANCE SERVICES

RECOMMENDATION: City Council to consider the approval for a contract for HVAC preventive maintenance services with The Brandt Companies, LLC and Tex-Air Filters for Facility Services Department.

FUNDING SOURCE: Funds are available in the General Fund (Facilities, Public Safety, and Parks) and CVB Fund for an estimated amount of \$170,000.

BACKGROUND: The purpose of these contracts is to provide a full-service maintenance agreement and repairs to extend the life of the HVAC equipment located at City Hall, Public Safety, The REC, and the Gun Range facility. Scheduled HVAC preventive maintenance will be performed every other month. The preventive maintenance program will include inspection and evaluation to identify maintenance or repair requirements and to provide HVAC air filters, etc. for the REC, Library, Public Safety Building, and other facilities.

Purchases 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 contracts were awarded to The Brandt Companies, LLC and Tex-Air Filters. The Facility Services and Purchasing staff reviewed the contracts for departmental specification compliance and pricing and determined that the contracts would provide the best service and pricing for meeting the needs of the City. The contracts with Brandt and Tex-Air are for an initial one-year period with two, one-year renewal options. If approved, this will be the first renewal option for both contracts.

Staff recommends approval.

CH/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: RENEWAL OF ANNUAL CONTRACT FOR BUILDING MAINTENANCE, REPAIR, OPERATIONS SUPPLIES AND EQUIPMENT

RECOMMENDATION: City Council to consider approval for the renewal of an annual contract for building maintenance, repair, operations supplies and equipment from Fairway Supply, Inc. for the Public Works Department.

FUNDING SOURCE: Funds are available in the General Fund (Facilities), Utility Enterprise Fund, Lake Parks Fund and Lake Enterprise Fund (Golf) for an annual estimated amount of \$60,000.

BACKGROUND: The purpose of this contract is to establish fixed annual pricing to maintain and install/replace doors and associated supplies. This would include interior and exit doors, closers, frames, lock sets, service, and various other door-related hardware.

This purchase will be made in accordance with an existing interlocal agreement with The Local Government Purchasing Cooperative (Buy Board) as allowed by Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791. The contract is for an initial one-year period, with two additional one-year renewal options available.

Bids were taken by the Cooperative and a contract was awarded to Fairway Supply, Inc. The Public Works and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best service and pricing for meeting the needs of the City.

Staff recommends approval

CH/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: ANNUAL CONTRACT FOR BUILDING SERVICES, REPAIRS, SUPPLIES AND EQUIPMENT

RECOMMENDATION: City Council to consider approval for an annual contract for building services, repairs, supplies and equipment from Facility Solutions Group for the Public Works Department.

FUNDING SOURCE: Funds are available in the General Fund (Facilities) and the Permanent Capital Maintenance Fund (Facilities) for an annual estimated amount of \$100,000.

BACKGROUND: The purpose of this contract is to establish fixed annual pricing for lighting controls, lighting fixtures, ballast, etc. for replacement and repair for citywide facilities.

Purchases will be made in accordance with an existing interlocal agreement with The Local Government Purchasing Cooperative (Buy Board) as allowed by Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791. The contract is for an initial one-year period, with two additional one-year renewal options available.

Bids were taken by the Cooperative and a contract was awarded to Facility Solutions Group, LLC. The Public Works and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best service and pricing for meeting the needs of the City.

Staff recommends approval.

CH/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: ANNUAL CONTRACT FOR FIRE, SECURITY SYSTEMS, AND MONITORING SERVICES

RECOMMENDATION: City Council to consider approval of an annual contract for fire, security systems, and monitoring services from Firetrol Protection Systems, Inc. for the Public Works Facilities Services Department.

FUNDING SOURCE: Funds are available in the General Fund (Facilities) for an annual estimated budgeted amount of \$30,000.

BACKGROUND: The purpose of this contract is to establish fixed annual pricing for fire system testing and monitoring, backflow testing, supplies and equipment. This service is for monitoring and service of fire suppression systems and backflow prevention testing on city owned and operated systems.

This purchase will be made in accordance with an existing interlocal agreement with The Local Government Purchasing Cooperative (Buy Board) as allowed by Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791. The contract is for an initial one-year period, with two additional one-year renewal options available.

Bids were taken by the Cooperative and a contract was awarded to Firetrol Protection Systems, Inc. Facility Services and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best service and pricing for meeting the needs of the City.

Staff recommends approval

CH/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: ANNUAL CONTRACT FOR OVERHEAD DOORS AND GATES

RECOMMENDATION: City Council to consider approval of an annual contract for overhead doors and gates from DH Pace Company, Inc. for the Public Works Facilities Services Department.

FUNDING SOURCE: Funds are available in the General Fund (Facilities) for an annual estimated budgeted amount of \$30,000.

BACKGROUND: The purpose of this contract is to establish fixed annual pricing for overhead door service, gates, supplies, and equipment. This service is for the repair and service of overhead doors and gates located at Fire Stations, the Public Safety Building, the Service Center and various other city facilities.

This purchase will be made in accordance with an existing interlocal agreement with The Local Government Purchasing Cooperative (Buy Board) as allowed by Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791. The contract is for an initial one-year period, with two additional one-year renewal options available.

Bids were taken by the Cooperative and a contract was awarded to DH Pace Company, Inc. Facility Services and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best service and pricing for meeting the needs of the City.

Staff recommends approval

CH/TM

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: CITY COUNCIL TO CONSIDER THE THIRD AMENDMENT TO THE CONTRACT FOR CONSTRUCTION MATERIALS AND ENGINEERING SERVICES

RECOMMENDATION: City Council to consider the third amendment to the contract for construction materials and engineering services with Terracon Consultants, Inc

FUNDING SOURCE: Funding for this is available in the participating departments in an amount not to exceed \$250,000.

BACKGROUND: A contract was awarded to Terracon Consultants, Inc. in the amount of \$250,000 on February 20, 2018. The purpose of this contract was to establish third party support for construction materials and engineering services required by the City for capital projects on an as-needed basis. These services included geotechnical testing, materials testing, asbestos materials testing, environmental testing, and inspection services.

Staff is requesting an additional \$250,000 for future construction materials and engineering services. Staff intends to continue to use this contract in support of specific currently authorized capital facility, roadway, parks, storm drain, and utility projects. This contract will also be used for small-scale projects where testing is required.

Staff recommends approval.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: ANNUAL TCEQ CONSOLIDATED WATER QUALITY FEE PAYMENT

RECOMMENDATION: City Council to consider approval of the payment of the Texas Commission on Environmental Quality Annual Consolidated Water Quality fee.

FUNDING SOURCE: Funds are available in the Utility Enterprise Fund in an estimated amount of \$35,002.

BACKGROUND: The Consolidated Water Quality fee is an annual fee required by the Texas Commission on Environmental Quality (TCEQ) to discharge treated wastewater from the Wastewater Treatment Plant to Lake Grapevine.

Staff recommends approval.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: NOVEMBER 5, 2024

SUBJECT: APPROVAL MULTIMEDIA SERVICES FOR STREAMING, ARCHIVING, AND CLOSED CAPTIONING HARDWARE AND SOFTWARE FOR PUBLIC MEETINGS

RECOMMENDATION: City Council to consider an annual contract for multimedia services for live streaming, archiving, and live closed captioning of public meetings.

FUNDING SOURCE: Funds are available in the Special Revenue Fund (Peg Fees) for an estimated amount of \$119,298.

BACKGROUND: Currently, the City uses Granicus (formerly Swagit Productions, LLC) to manage the cameras and live streaming of the meetings of the City Council, Planning and Zoning Commission, and Historic Preservation Commission. Due to the merger of SwagIT with Granicus, the City has experienced poor performance and lack of confidence in Granicus. The City would like to engage Cloud Driven Solutions to manage the video cameras and live streaming during the Council meetings. This purchase will include required compatible hardware and professional services for installation from Digital Resources, Inc. Cloud Driven Solutions will also provide live closed captioning in the Council Chambers during the Council meetings.

This purchase will be made in accordance with Region VIII Education Service Center known as The Interlocal Purchasing System (TIPS) 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 Digital Resources, Inc. The IT Department and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

Staff recommends approval.

TB/LW

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 15th day of October 2024 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members present:

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

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

Larry Oliver	Chairman
Monica Hotelling	Vice Chair
Beth Tiggelaar	Member
Traci Hutton	Member
Jason Parker	Member
Justin Roberts	Member
Kirby Kercheval	Member

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

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
Matthew C.G. Boyle	Assistant City Attorney
Suzanne Le	Assistant to the City Secretary

REGULAR MEETING

Mayor Tate called the meeting to order at 7:31 p.m.

Item 1. Invocation and Pledge of Allegiance:

Commissioner Jason Parker gave the invocation and led the Pledge of Allegiance.

JOINT PUBLIC HEARINGSItem 2. Conditional Use Permit **CU24-41** (Bull Lion Ranch Winery)

Mayor Tate abstained from opening the public hearing due to a conflict.

Mayor Pro Tem Darlene Freed declared the public hearing open.

Planning Services Director Erica Marohnic reported the applicant was requesting a conditional use permit to allow the possession, storage, retail sales of on- and off-premise consumption of alcoholic beverages (wine only) and outdoor dining in conjunction with a winery. The subject property is located at 150 West College Street, Suite 318 and is currently zoned "CBD", Central Business District.

Applicant Chuck Tordiglione with Bull Lion Winery presented this item and answered questions from the Commission and Council.

Erica Marohnic answered questions from the Commission and Council.

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

Motion was made to close the public hearing.

Motion: Tiggelaar
 Second: Hutton
 Ayes: Oliver, Roberts, Hotelling, Kercheval, Hutton, Parker and Tiggelaar
 Nays: None
 Approved: 7-0

Motion was made to close the public hearing.

Motion: Rogers
 Second: Coy
 Ayes: Freed, Rogers, Coy, O'Dell, Slechta, and Leal
 Abstain: Tate
 Nays: None
 Approved: 6-1-0

Item 3. Conditional Use Permit **CU24-39** (Club Carwash) and a **Final Plat** of Block 1, Lots 14R-1R1 & 14R-1R2, Towne Center Addition No. 2

Mayor Tate declared the public hearing open.

Planning Services Director Erica Marohnic reported the applicant was requesting a conditional use permit to amend the previously approved site plan CU07-35 (Ordinance 2007-66) for a planned commercial center to revise the building elevations and building footprint to allow a medical office and professional office. This request is specifically to construct a 5,030 square foot drive-thru car wash with full-service and

self-service options with dual lanes. The subject property is located at 901 Ira E Woods Avenue and is currently zoned "CC", Community Commercial District. Applicant Clay Cristy with Claymoore Engineering presented this item and answered questions from the Commission and Council.

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

Motion was made to close the public hearing.

Motion: Hutton
 Second: Tiggelaar
 Ayes: Oliver, Roberts, Hotelling, Kercheval, Hutton, Parker and Tiggelaar
 Nays: None
 Approved: 7-0

Motion was made to close the public hearing.

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

Item 4. Zoning Change Application Z24-07, Planned Development Overlay PD24-06 and Historic Landmark District HL24-01 (717 East Worth Street)

Mayor Tate declared the public hearing open.

Planning Services Director Erica Marohnic reported the applicant was requesting to rezone 0.407 acre from "R- MF-2", Multifamily District to "R-7.5", Single-Family District to construct two single- family lots. The applicant is also requesting a planned development overlay to deviate from but not limited to minimum lot width and front yard setback requirements from Section 15 of the Comprehensive Zoning Ordinance, No. 82-73. The applicant is also requesting designation as a Historical Landmark sub- district. Such sub-district may include buildings, land, areas, or districts of historical, architectural, archaeological or cultural importance or value that merit protection, enhancement, and preservation in the interest of the culture, prosperity, education, and welfare of the people. The subject property is located at 717 East Worth Street.

Applicant Neal Cooper presented this item and answered questions from the Commission and Council.

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

Motion was made to close the public hearing.

Motion: Parker

Second: Hutton
Ayes: Oliver, Roberts, Hotelling, Kercheval, Hutton, Parker and Tiggelaar
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

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

Item 5. Zoning Change Application **Z24-08** (416 East College Street) and a **Final Plat** of Block 1, Lots 1-5, Grapevine College Heritage Addition

Mayor Tate declared the public hearing open.

Planning Services Director Erica Marohnic reported the applicant was requesting to rezone 1.314 acres from "GV", Grapevine Vintage District to "R-7.5", Single-Family District to construct four single-family homes. The subject property is located at 416 East College Street.

Applicant Lemoine Wright presented this item and answered questions from the Commission and Council.

No one spoke during the public hearing. There was one correspondence provided to the Commission and Council.

Motion was made to close the public hearing.

Motion: Hutton
Second: Parker
Ayes: Oliver, Roberts, Hotelling, Kercheval, Hutton, Parker and Tiggelaar
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: O'Dell
Second: Slechta
Ayes: Tate, Rogers, Coy, O'Dell, Slechta, and Leal
Abstain: Freed
Nays: None
Approved: 6-1

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

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

Item 6. Citizen Comments

Ric Clark, 2603 Lone Star Lane, Grapevine, commended six city employees of the Police Department, Fire Department and Parks and Recreation Department for their presentations on October 25th at The Rec.

PRESENTATIONS

Item 7. Mayor Tate to present a proclamation recognizing the Monarch Pledge

Mayor Tate presented the proclamation recognizing the Monarch Pledge.

Parks and Recreation Director Chris Smith thanked Council for the pledge and invited the community out to the Butterfly Flutterby held at the Botanical Gardens, Saturday, October 19th.

Council did not take any action on this item.

NEW BUSINESS

Item 8. Consider **Resolution No. 2024-017** and **Ordinance No. 2024-091** authorizing the acceptance of funds for the State of Texas, Office of the Governor, Crimes Against Women Formula Grant Program for Fiscal Year 2024-2025 and **Ordinance No. 2024-091** appropriating the funds. This is a three (3) year grant, renewable each year by the end of its cycle (September 30th) and take any necessary action.

Chief Mike Hamlin presented this item to Council.

Motion was made to approve **Resolution No. 2024-017** and **Ordinance No. 2024-091** authorizing the acceptance of funds for the State of Texas, Office of the Governor, Crimes Against Women Formula Grant Program for Fiscal Year 2024-2025 and **Ordinance No. 2024-091** appropriating the funds. This is a three (3) year grant, renewable each year by the end of its cycle (September 30th).

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

RESOLUTION NO. 2024-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE ACCEPTANCE

ON BEHALF OF THE CITY OF GRAPEVINE, TEXAS FOR THE PURPOSE OF PARTICIPATING IN THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, VIOLENCE AGAINST WOMEN FORMULA GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE “GRANT PROGRAM”; AND CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE.

ORDINANCE NO. 2024-091

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE APPROPRIATION OF REVENUE IN THE AMOUNT OF \$95,622.09 IN THE CCPD FUND TO BE RECEIVED FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, VIOLENCE AGAINST WOMEN FORMULA GRANT PROGRAM AND AUTHORIZING THE APPROPRIATION OF \$95,622 IN THE CCPD FUND FOR EXPENDITURES ASSOCIATED WITH THE GRANT WHICH ARE CONSISTENT WITH THE APPROVED GRANT; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 9. Consider an agreement between the City of Grapevine and the City of Euless for temporary animal shelter services

Chief Mike Hamlin presented this item to Council.

Motion was made to approve an agreement between the City of Grapevine and the City of Euless for temporary animal shelter services.

Motion: Coy

Second: Rogers

Ayes: Tate, Freed, Rogers, Coy, O’Dell, Slechta, and Leal

Nays: None

Approved: 7-0

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and will be acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion. Approval of the consent agenda authorizes the City

Manager, or his designee, to implement each item in accordance with Staff recommendations.

Item 10. Consider the purchase of boat slip rentals for both Fire Department boats and a jet ski from Scott's Landing Marinas at Lake Grapevine.

Fire Chief Darrell Brown recommended approval of the purchase of boat slip rentals for both Fire Department boats and a jet ski from Scott's Landing Marinas at Lake Grapevine for an amount not to exceed \$18,122.

Motion was made to approve the consent agenda as presented.

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

Item 11. Consider the purchase of golf carts from Metro Golf Cart/Yamaha.

Golf Director Robert Singletary recommended approval of the purchase of golf carts from Metro Golf Cart/Yamaha for a total amount not to exceed \$835,200.

Motion was made to approve the consent agenda as presented.

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

Item 12. Consider the renewal of annual contracts for horticulture chemicals and fertilizers with BWI Companies, Inc., Helena Chemical Company, Simplot and Innovative Turf Supply.

Golf Director Singletary recommended approval of the renewal of annual contracts for horticulture chemicals and fertilizers with BWI Companies, Inc., Helena Chemical Company, Simplot and Innovative Turf Supply for an annual estimated amount of \$80,000.

Motion was made to approve the consent agenda as presented.

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

Item 13. Consider the purchase of a Toro Procore 648 aerifier from Professional Turf Products.

Golf Director Singletary recommended approval of the purchase of a Toro Procore 648 aerifier from Professional Turf Products for a total amount not to exceed \$44,393.

Motion was made to approve the consent agenda as presented.

Motion: O'Dell

Second: Freed

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

Nays: None

Approved: 7-0

Item 14. Consider the renewal of an annual contract for post 65 health insurance with Retiree First.

Human Resources Director Rachel Huitt recommended approval of the renewal of an annual contract for post 65 health insurance with Retiree First for an annual estimated amount of \$856,000.

Motion was made to approve the consent agenda as presented.

Motion: O'Dell

Second: Freed

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

Nays: None

Approved: 7-0

Item 15. Consider the renewal of an annual subscription for NewsBank services with NewsBank, Inc.

Library Director Leigh Kapsos recommended approval of the renewal of an annual subscription for NewsBank services with NewsBank, Inc for an amount not to exceed \$26,855.

Motion was made to approve the consent agenda as presented.

Motion: O'Dell

Second: Freed

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

Nays: None

Approved: 7-0

Item 16. Consider the renewal of an annual database subscription package with EBSCO Industries.

Library Director Kapsos recommended approval of the renewal of an annual database subscription package with EBSCO Industries for an amount not to exceed \$15,100.

Motion was made to approve the consent agenda as presented.

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

Item 17. Consider the purchase of a drone light show for the City of Grapevine drone show from Sky Elements, LLC.

Parks and Recreation Director Chris Smith recommended approval of the purchase of a drone light show for the City of Grapevine drone show from Sky Elements, LLC for an amount not to exceed \$48,000.

Motion was made to approve the consent agenda as presented.

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

Item 18. Consider the renewal an annual contract for law enforcement body cameras, supplies, services, licenses and equipment with Axon Enterprises, Inc.

Police Chief Mike Hamlin recommended approval of the renewal an annual contract for law enforcement body cameras, supplies, services, licenses and equipment with Axon Enterprises, Inc. for an annual amount of \$353,184.

Motion was made to approve the consent agenda as presented.

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

Item 19. Consider the renewal of an annual contract for Pest Control Services with Versacor Pest Solutions.

Public Works Director Bryan Beck recommended approval of the renewal of an annual contract for Pest Control Services with Versacor Pest Solutions for an annual amount estimated amount of \$60,000.

Motion was made to approve the consent agenda as presented.

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

Nays: None
Approved: 7-0

Item 20. Consider the purchase of electronic message boards from American Signal Company.

Public Works Director Beck recommended approval of the purchase of electronic message boards from American Signal Company for a total amount not to exceed \$30,050.

Motion was made to approve the consent agenda as presented.

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

Item 21. Consider the purchase of a submersible pump for the Kimball Lift Station from Xylem Water Solutions, Inc.

Public Works Director Beck recommended approval of the purchase of a submersible pump for the Kimball Lift Station from Xylem Water Solutions, Inc for a total amount not to exceed \$22,406.

Motion was made to approve the consent agenda as presented.

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

Item 22. Consider the purchase of a submersible pump for the Opryland Lift Station from Xylem Water Solutions, Inc.

Public Works Director Beck recommended approval of the purchase of a submersible pump for the Opryland Lift Station from Xylem Water Solutions, Inc. for a total amount not to exceed \$50,260.

Motion was made to approve the consent agenda as presented.

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

Item 23. Consider the ratification of the emergency purchase of two Flygt submersible pumps from Xylem Water Solutions USA, Inc.

Public Works Director Beck recommended approval of the ratification of the emergency purchase of two Flygt submersible pumps from Xylem Water Solutions USA, Inc. in the amount of \$17,250.

Motion was made to approve the consent agenda as presented.

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

Item 24. Consider the purchase for vehicle service repairs for fleet vehicles with Holt Cat, Sam Packs Five Star Ford, BMW Motorcycles of North Dallas, Bruckner Mack, Industrial Power, Classic Chevrolet, Siddons-Martin, Inland Truck Part Company, TLR Hydraulics, Eules Wrecker Services, Grapevine Ford and Stewart Stevens.

Public Works Director recommended approval of the purchase for vehicle service repairs for fleet vehicles with Holt Cat, Sam Packs Five Star Ford, BMW Motorcycles of North Dallas, Bruckner Mack, Industrial Power, Classic Chevrolet, Siddons-Martin, Inland Truck Part Company, TLR Hydraulics, Eules Wrecker Services, Grapevine Ford and Stewart Stevens for an estimated amount of \$200,000.

Motion was made to approve the consent agenda as presented.

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

Item 25. Consider the minutes of the October 1, 2024, Regular City Council meeting.

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

Motion was made to approve the consent agenda as presented.

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

PLANNING AND ZONING COMMISSION RECOMMENDATIONS

Item 26. Conditional Use Permit **CU24-41** (Bull Lion Ranch Winery)

Chairman Oliver reported the Commission denied the conditional use permit with a vote of 7-0.

Motion was made to accept the recommendation of the Commission and deny Conditional Use Permit **CU24-41** (Bull Lion Ranch Winery)

Motion: Coy
Second: Rogers
Ayes: Freed, Rogers, Coy, Slechta, and Leal
Abstain: Tate
Nays: O'Dell
Approved: 5-1-1 **to deny**

Item 27. Conditional Use Permit **CU24-39** (Club Carwash)

Chairman Oliver reported the Commission denied the conditional use permit with a vote of 6-1.

Motion was made to accept the recommendation of the Commission and deny Conditional Use Permit **CU24-39** (Club Carwash) and **Ordinance No. 2024-093**.

Motion: Freed
Second: Rogers
Ayes: Tate, Freed, Rogers, O'Dell, Slechta, and Leal
Nays: Coy
Approved: 6-1 **to deny**

Item 28. **Final Plat** of Block 1, Lots 14R-1R1 & 14R-1R2, Towne Center Addition No. **2**.

Chairman Oliver reported the Commission denied the final plat with a vote of 6-1.

Motion was made to accept the recommendation of the Commission and deny **Final Plat** of Block 1, Lots 14R-1R1 & 14R-1R2, Towne Center Addition No. 2.

Motion: Freed
Second: Slechta
Ayes: Tate, Freed, Rogers, O'Dell, Slechta, and Leal
Nays: Coy
Approved: 6-1 **to deny**

Item 29. Zoning Change Application **Z24-07** (717 East Worth Street)

Chairman Oliver reported the Commission approved the zoning change application with a vote of 7-0.

Motion was made to approve Zoning Change Application **Z24-07** (717 East Worth Street) and **Ordinance No. 2024-094**.

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

ORDINANCE NO. 2024-094

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS GRANTING ZONING CHANGE Z24-07 PROPOSED TO BE PLATTED AS BLOCK 109, LOTS 12A AND 13A, COLLEGE HEIGHTS ADDITION, DESCRIBED AS BEING A TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS (717 EAST WORTH STREET) MORE FULLY AND COMPLETELY DESCRIBED IN THE BODY OF THIS ORDINANCE; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM "R-MF-2", MULTI-FAMILY DISTRICT TO "R-7.5", SINGLE FAMILY RESIDENTIAL DISTRICT; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 30. Planned Development Overlay **PD24-06** (717 East Worth Street)

Chairman Oliver reported the Commission approved the planned development overlay with a vote of 7-0.

Motion was made to approve Planned Development Overlay **PD24-06** (717 East Worth Street) and **Ordinance No. 2024-095**.

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

ORDINANCE NO. 2024-095

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS ISSUING PLANNED DEVELOPMENT OVERLAY PD24-06 TO DEVIATE FROM MINIMUM LOT WIDTH AND FRONT YARD SETBACK REQUIREMENTS FOR PROPERTY PROPOSED TO BE PLATTED AS BLOCK 109, LOTS 12A AND 13A, COLLEGE HEIGHTS ADDITION (717 EAST WORTH 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); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 31. Historic Landmark District **HL24-01** (717 East Worth Street)

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

Motion was made to approve Historic Landmark District **HL24-01** (717 East Worth Street) and **Ordinance No. 2024-096**.

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

Ordinance No. 2024-096

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DESIGNATING A HISTORIC LANDMARK SUBDISTRICT HL24-01 IN ACCORDANCE WITH SECTION 39 OF ORDINANCE NO. 82-73 (APPENDIX "D" OF THE CODE OF ORDINANCES), DESIGNATING THE AREA LEGALLY PLATTED AS BLOCK 109, LOTS 12A AND 13A, COLLEGE HEIGHTS ADDITION (717 EAST WORTH STREET) AND MORE SPECIFICALLY DESCRIBED HEREIN, IN A DISTRICT ZONED "R-7.5", SINGLE FAMILY RESIDENTIAL DISTRICT REGULATIONS; PROVIDING

FOR THE ADOPTION OF THE 717 EAST WORTH 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) FOR EACH OFFENSE, AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH AN OFFENSE OCCURS OR CONTINUES; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 32. Zoning Change Application **Z24-08** (416 East College Street)

Chairman Oliver reported the Commission approved the zoning change application with a vote of 7-0.

Motion was made to approve Zoning Change Application **Z24-08** (416 East College Street) and **Ordinance No. 2024-097**.

Motion: Rogers
Second: Coy
Ayes: Tate, Freed, Rogers, Coy, Slechta, and Leal
Abstain: Freed
Nays: None
Approved: 6-1

ORDINANCE NO. 2024-097

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS GRANTING ZONING CHANGE Z24-08 PROPOSED TO BE PLATTED AS BLOCK 1, LOTS 1-4, GRAPEVINE COLLEGE HERITAGE ADDITION, DESCRIBED AS BEING A TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS (416 EAST COLLEGE STREET) MORE FULLY AND COMPLETELY DESCRIBED IN THE BODY OF THIS ORDINANCE; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM "GV", GRAPEVINE VINTAGE DISTRICT TO "R-7.5", SINGLE FAMILY RESIDENTIAL DISTRICT; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER

PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 33. Final Plat of Block 1, Lots 1-5, Grapevine College Heritage Addition

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

Motion was made to approve **Final Plat** of Block 1, Lots 1-5, Grapevine College Heritage Addition.

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

ADJOURNMENT

Motion was made to adjourn the meeting at 9:03 p.m.

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

Passed and approved by the City Council of the City of Grapevine, Texas on this the 5th day of November, 2024.

APPROVED:

William D. Tate
Mayor

ATTEST:

Suzanne Le
Assistant to the City Secretary