

AGENDA
CITY OF GRAPEVINE, TEXAS
REGULAR CITY COUNCIL MEETING
TUESDAY, AUGUST 5, 2014
GRAPEVINE CITY HALL, SECOND FLOOR
200 SOUTH MAIN STREET
GRAPEVINE, TEXAS 76051

6:15 p.m. Dinner - City Council Conference Room
6:45 p.m. Call to Order - City Council Chambers
6:45 p.m. Executive Session - City Council Conference Room
7:30 p.m. Regular Meeting - City Council Chambers

CALL TO ORDER: 6:45 p.m. - City Council Chambers

EXECUTIVE SESSION

1. City Council to recess to the City Council Conference Room to conduct a closed session relative to:
 - A. Personnel relative to Economic Development Director appointment, employment and duties pursuant to Section 551.074, Texas Government Code.
 - B. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

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

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

INVOCATION: Council Member Sharron Spencer

PLEDGE OF ALLEGIANCE: Boy Scout Troop 240

CITIZENS COMMENTS

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

PRESENTATIONS

3. Presentation by Mayor Tate to Dove Pool lifeguards and aquatics staff for lifesaving efforts.
4. Joint fiber optic project with Grapevine-Colleyville ISD.

OLD BUSINESS

5. Consider a market study, master plan and implementation strategy agreement with HR&A Advisors, Inc. for the 185 acres owned by the City of Grapevine and take any necessary action.

NEW BUSINESS

6. Consider a **resolution** accepting the Certified Tax Rolls having a total appraised value of \$10,409,573,943 less exemptions of \$3,816,444,111 for a net taxable value of \$6,593,129,832 and take any necessary action.
7. Consider an **ordinance** amending the Grapevine Code of Ordinances, Chapter 11 Fire Code relative to the adoption of the 2012 International Fire Code with local amendments 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.

8. Consider renewal of an annual contract for Brokerage Services with McGriff Seibels & Williams, Inc. for the City's Self-Funded Medical Program, Stop Loss, and Pharmacy Benefit Manager. Administrative Services Director recommends approval.
9. Consider declaring certain items as property surplus and confiscated property and authorization for the sale through public auction. Administrative Service Director recommends approval.
10. Consider a one year First Alternate Municipal Court Judge contract with Brad Bradley, a one year Second Alternate Municipal Court Judge contract with Terry Leach and a one year Alternate Municipal Court Judge contract with Alan Wayland. Administrative Services Director recommends approval.

11. Consider a Waiver of Rights of First Refusal and Consents to Assignment of Lease and Sublease for the Cowboys Golf Club to CF Cowboys Arcis LLC. Administrative Services Director recommends approval.
12. Consider a **resolution** for the purchase of Ethernet 100 MBPS Internet Circuit services one year contract from Qwest Communications Company, LLC dba CenturyLink through a contract established by the State of Texas Department of Information Resources (DIR), Communications Technology Services (CTS) Cooperative Contracts Program. City Manager recommends approval.
13. Consider a **resolution** for the purchase of planimetric data for the GIS Department from the North Central Texas Council of Governments (NCTCOG) through an Interlocal Cooperative Agreement. City Manager recommends approval.
14. Consider the award of an informal request for quote to YESCO for refurbishing a pole sign for the Settlement to City Museum Complex. Convention & Visitors Bureau Executive Director recommends approval.
15. Consider a joint **resolution** with Tarrant County to create an inter-jurisdictional emergency management program. Fire Chief recommends approval.
16. Consider renewal of an annual professional services contract with Huguley Assessment Center to provide medical physicals for the Fire and Police Departments. Fire and Police Chiefs recommend approval.
17. Consider renewal of annual contracts with Arbor Masters Tree Service as the primary vendor and Preservation Tree Service as the secondary vendor for tree maintenance services. Parks & Recreation Director recommends approval.
18. Consider a **resolution** for the purchase of carpet and installation services for the Library from Retail Commercial Flooring Services through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard). Public Works Director recommends approval.
19. Consider a **resolution** for a roof replacement contract for the water treatment chemical building with Weatherproofing Technologies, Inc. through an established Cooperative Agreement with The Cooperative Purchasing Network (TCPN). Public Works Director recommends approval.
20. Consider a resolution authorizing a sales agreement with Firetec Used Apparatus Sales, or any other appropriate vendor, for the sale of the City's surplus 2002 E-One Bronto Aerial unit, amending the minimum sales price and authorization for the City Manager to execute the agreement. Public Works Director recommends approval.

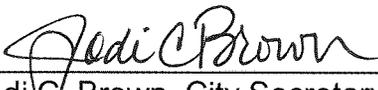
21. Consider a First Amendment to the Interlocal Agreement with the City of Fort Worth, Texas for continued participation in their Environmental Collection Center and Household Hazardous Waste Program and authorization for the City Manager to execute the amendment. Public Works Director recommends approval.
22. Consider the minutes of the July 1, 2014 City Council meetings as published. 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

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.

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 August 1, 2014 by 5:00 p.m.



Jodi C. Brown, City Secretary



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: AUGUST 5, 2014

SUBJECT: HR&A – PROFESSIONAL SERVICES AGREEMENT FOR 185 ACRES

RECOMMENDATION:

City Council to consider approval of a market study, master plan and implementation strategy agreement with HR&A Advisors, Inc. for the 185 acres owned by the City.

BACKGROUND:

At the June 17 Council meeting, staff was directed to proceed with negotiations with the team led by HR&A Advisors for a market study and master plan for the 185 acres.

Council requested additional information at the July 15 meeting about the scope and the cost to complete the process. At the special City Council workshop on July 29, staff presented the revised scope of services with a breakdown of the phases, tasks and deliverables.

HR&A is proposing a flat fee for the first phase at \$257,700 and "not to exceed" for all future phases \$450,000 to give us comfort of the maximum we could pay if we purchased all of their services of \$707,700, but still provides us the flexibility to negotiate task orders after phase one to purchase only the elements of their services we think we need.

HR&A will move through the work as rapidly as possible to meet the following objectives:

- create in excess of a billion dollars of investment
- create quality that sets this tract apart both regionally and nationally
- bring a set of destination uses that are pioneering and will stand the test of time
- create an extraordinary place that will be enjoyed by visitors and residents
- significantly strengthen our tax base

The attached July 28, 2014 agreement/scope of service was reviewed with Council at a recent workshop and represents the staff recommendation for approval.

BR/sgp

Attachments

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement entered into this _____ day of _____ 2014, between the City of Grapevine, Texas (hereinafter referred to as the "City") and HR&A Advisors (hereinafter referred to as the "Firm"). The Firm is authorized to do business in the State of Texas

WITNESSETH:

WHEREAS, the City of Grapevine has a need for professional services to the preparation of a market based vision plan and the development and disposition strategy for the 185 acre property owned by the City

WHEREAS, the Firm was selected following a thorough proposal, interview, and due diligence process.

IT IS THEREFORE AGREED that the Firm will provide the following services:

1. Scope of Work

The services to be provided by the Firm for the City are fully described within the Scope of Work attached hereto as Exhibit A (the "Scope of Work"). Such exhibit is incorporated herein by reference as if copied in its entirety. The City will procure services outlined in Exhibit "A" in phases, by issuing task orders to procure services required. The City will review and approve scope and fee details for each phase and refine them accordingly prior to issuing task orders.

1.1 Task Orders

It is understood by all parties that the tasks outlined in Exhibit "A" are general in nature. As each task is selected by the City, the Firm may be requested to provide a refined scope and fee associated with that task.

2. Term

This Agreement shall commence on the date first written above and the services shall be completed by November 30, 2015. This time may be extended upon the mutual written agreement by both parties. It is the understanding of both parties that in the interest of efficiency, one or more tasks outlined within the Scope of Work may be conducted concurrently.

3. Compensation

The total fees for the services described in Exhibit "A" will not exceed \$707,000 inclusive of direct expenses.

At this time, for the provision of the services for Phase I of the work, the City shall pay the Firm a fixed fee not to exceed \$257,700, as specified in the attached Scope of Work. For the provision of the services described in Phases II through IV of the work, the City shall pay the firm a not to exceed amount as specified in the amended Scope of Work for the phases as selected by the city. All fees are inclusive of all travel expenses and costs. Any work or fees beyond the scope of the attached Scope of Work shall be only by written authorization by the City. This is a contract for professional services and the compensation provided for herein is the entire compensation to be provided.

For tasks performed under Phase I, Vision Plan, the Firm shall submit invoices for services completed on a monthly basis based on progress to date. Upon receipt of such invoices and completion of the services to the City's satisfaction, the City shall pay the Firm within thirty (30) days. An initial retainer of \$38,500 shall be paid upon initiation of Phase I tasks of the assignment, and such amount shall count towards the overall cost of services.

4. Publication, Reproduction, and Use of Material

No custom material produced in whole or in part under this Agreement shall be subject to copyright or patent in the United States or in any country. The City shall have exclusive authority to publish, disclose, distribute, and otherwise use, in whole or in part, any custom material prepared under this Agreement.

5. Insurance

- A. The Firm shall secure and maintain, at its own expense, during the course of performance of the services under this Agreement, professional liability insurance, naming the City, as an additional insured, in the minimum amount of \$1,000,000.00. The Firm shall also secure and maintain, at its own expense, during the course of performance of the services under this Agreement, worker's compensation insurance in an amount in accordance with Texas statutory requirements, if applicable.
- B. The Firm shall submit a certificate or certificates evidencing such insurance at the time of entering into this Agreement. The Firm shall provide at least thirty (30) days prior written notice of cancellation, expirations, terminations and alterations of the insurance policies.
- C. The requirements contained herein as to types and limits of insurance coverage to be maintained by the Firm are not intended to and shall not in any manner limit or quantify the liabilities and obligations of the Firm under this Agreement.

6. No Discrimination/Equal Opportunity

In carrying out the work of this Agreement, the Firm shall not discriminate against any person because of race, color, religion, creed, sex, national origin, age, disability or other legally protected status. If the Firm uses any subcontractors in the performance of the work of this Agreement, the City shall ensure the subcontractors compliance with this provision.

The Firm will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended.

7. Indemnification

As to the Firm's Services produced under this Agreement, the Firm agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, boards and commissions, and employees (collectively, "City") from and against any and all liability, claims, demands, damages, or costs, including but not limited to attorney s fees, or payments for injury to any person or property (collectively, "Losses") caused or claimed to be caused by the acts, errors and/or omissions of the Firm, or the Firm's employees, agents, officers, and subconsultants. The Firm's responsibilities under this Section include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, which may be in combination with the acts or omissions of the Firm, its employees, agents or officers, or subconsultants; provided, however, that the Firm's duty to defend, indemnify, protect and hold harmless shall not include any Losses arising from the sole negligence or willful misconduct of the City. Notwithstanding the Firm's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from the Firm, if City chooses to do so. In addition, the Firm agrees to pay any and all costs the City incurs enforcing the indemnity, defense and hold harmless provisions set forth in this Section.

The limits of insurance required in this Agreement shall not limit the Firm's obligations under this section. The terms of this section shall survive the termination or suspension of this Professional Services Agreement. The provisions of this section shall be valid for a period of three years from the completion of the project.

8. Assignment

The service provided for hereunder may not be assigned in whole or in part without the express written authorization of the City Council.

9. Independent Contractors

The parties acknowledge that the relationship created under this Agreement is that of independent contracting parties and this Agreement does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties

10. Termination

All terms and conditions of this Agreement are considered material, and failure to perform any of said terms and conditions on the part of the Firm shall be considered a breach of this Agreement. Should the Firm refuse or fail to comply with its obligations, or in the event the Firm shall violate any of the provisions of this Agreement, or the quality or quantity of the work performed is in the opinion of the City, below standard and therefore unsatisfactory, the City shall have the right to cancel this Agreement upon five (5) days written notice to the Firm. The Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm.

In the event the City is in default under this Agreement for failure to perform any of said terms and conditions, the Firm shall have the right to cancel this Agreement upon five (5) days written notice to the City. In the event of cancellation by the Firm, the City shall pay the Firm for all work satisfactorily completed prior to the cancellation date.

The above notwithstanding, either party may terminate this Agreement with or without cause upon providing thirty (30) days advanced written notice. In the event of such termination, the City shall owe and pay the Firm based on the proportionate share of work completed to date.

12. Dispute Resolution

The parties agree to negotiate in good faith to promptly resolve any claim or dispute relating to this Agreement. In the event the parties are unable to resolve their dispute, the parties agree to attempt resolution of their dispute(s) by non-binding mediation prior to litigation.

13. Compliance with Laws

The Firm shall comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances.

14. Governing Law

This Agreement is governed by the laws of the State of Texas, and the exclusive venue for any dispute shall be in Tarrant County Texas.

APPROVED AS TO FORM AND LEGALITY: CITY OF GRAPEVINE, TEXAS:

John F. Boyle, Jr.
City Attorney

Bruno Rumbelow
City Manager

HR&A ADVISORS, INC.:

Amitabh Barthakur, Partner

Attachments: Scope of Work (Exhibit A)

SCOPE OF WORK

PHASE I – VISION PLAN

Task 1: Goal Setting

The Consultant Team will kick off the project with a Goal Setting Workshop. The purpose of this workshop is to understand the interests of the City and to define the City's guiding financial, fiscal, and policy objectives for development of the Grapevine Site. This workshop will be led by HR&A and will include key City Staff, and City Council members, as appropriate. The first part of this workshop will include a review of the scope of work, deliverables and timeline and related protocols, while the second part will be an interactive session moderated by HR&A, focusing on key goals and objectives for the project and how a development strategy for the 185 acre parcel may be aligned with broader community aspirations.

Deliverable: Summary Memo of Project Goals and Objectives (1 Electronic Copy)

Meeting: ½ day workshop in Grapevine

Task 2: Market and Site Context Analysis

The Consultant Team will prepare a comprehensive market study that will provide the City and stakeholders with an understanding of the project site's opportunities and challenges in the context of the current real estate market dynamics. The market analysis will profile resident and overnight tourist markets, evaluate regional trends, and benchmark the competitive supply of residential, retail, office, research/industrial, and entertainment, hospitality, and other visitor-serving uses. The analysis will also provide a focused overview of location based entertainment market trends in the context of the Dallas Metroplex, and identify key success factors for key entertainment anchors. Finally, this task will include a preliminary overview of the site context along with base site plans developed from available secondary data. The key components of the market and site context analysis will include:

- Demographic and Socio-Economic Market Profile
- Regional Real Estate Trends
- Key Industry Trends for Location-Based Entertainment Projects
- Evaluation of Regional Attractions and Competitive Real Estate Market
- A Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis of the market context
- Site Context (location, access, egress, natural features) and Base Site Plan
- A SWOT analysis of the site context
- Precedent Examples and lessons learned

Deliverable: Market and Site Context Briefing Report (3 Hard Copies and 1 Electronic Copy)

Task 3: Visioning

An interactive Visioning Workshop will take place across a day and a half to help the City integrate the City's economic goals and objectives with realistic opportunities at the Site. On the afternoon of the first day, HR&A will present the key findings from Task 2, in order to provide the participants with adequate context in terms of market and site opportunities/challenges. The next day will include half day of sessions with City Staff and elected members to define the project vision and potential alternative development options. All of the sessions will be led by HR&A with participation by appropriate team members. The Visioning Workshop will include:

Day 1

- Market Briefing (HR&A/ ECA)
- Assessment of Existing Site Conditions and Planning Capacity (M&P)

Day 2

- Evaluation of Land Use Opportunities (HR&A)
- Define a 'Project Vision' (All Participants) that take into consideration
 - Goals and aspirations
 - Land use options
 - Brand and market position
 - Quality of urban space and place
 - Measures of success
- Discuss and define potential development alternatives (All Participants)

Meeting: 1 ½ day workshop in Grapevine including Market and Site Context presentation
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Task 4: Program Alternatives

With the direction gathered from the Visioning Workshop, the Consultant team will work with the City to develop conceptual programs for up to three land use alternatives. The team will evaluate the market support for land uses; develop broad planning parameters, and estimate a range of performance metrics of each of the alternatives. We will review the refined program alternatives with City staff and elected members and gather input to define a preferred alternative.

This task includes three sub-tasks:

- 1) Formulating Program Alternatives
- 2) Developing Performance Metrics - Economic parameters, Attendance/Visitation Benchmarks, Implementation Considerations
- 3) Preparing Conceptual Planning Framework

Task 4.1 Formulate Development Alternatives. Based on market support for a variety of land uses, development capacity of the project site, potential market positioning and anchor strategy, the Consultant team will develop up to three program alternatives. Given the unique requirements of entertainment real estate products, they will be examined in the context of their market and performance thresholds. The overall development strategy will consider synergies among all uses considered.

4.1.1. Non-Entertainment Uses. For the office, retail, hospitality, residential, office/industrial land uses, the Consultant team will build customized demand models that evaluate the market support driven by existing and future growth of primary, secondary, and tertiary market area residents, employees and visitors. The team will identify:

- a. Amount of each use that can be supported onsite
- b. Potential market positioning/target market
- c. Program mix of uses
- d. Physical sizing and land requirements

4.1.2. Entertainment/Attraction Uses. For location-based entertainment components in consideration, the Consultant team will outline key business planning considerations and assumptions for up to three concepts informed by relevant benchmarks and local context. This pre-feasibility business planning would include:

- a. Attraction concepts and market positioning
- b. Target markets
- c. Visitor characteristics including length of stay and revenue potential
- d. Physical sizing/planning factors

The outputs from this subtask will inform the Land Use Planning Framework for each alternative.

Task 4.2 Develop Performance Parameters. For each alternative, we will develop a set of performance parameters related to economic performance, based on preliminary analysis and benchmarking studies. In addition, we will comment on specific issues related to phasing and implementation for each development alternative. These important parameters help the City and stakeholders understand the relative benefits, risks associated with each alternative program. Performance parameters will include:

- a. Fiscal implications to the City of Grapevine
- b. Preliminary economic impact implications to the City indicators
- c. Attendance/visitation range (Attractions)
- d. Preliminary investment range (Attractions)
- e. Relative land value/financial performance ranking for each use
- f. Potential role of the City in project delivery
- g. Critical success factors for project implementation
- h. Urban design considerations

We will compile the above parameters to create a comprehensive evaluation matrix of the three alternative programs.

Task 4.3 Strategic Land Use Planning Framework. The Consultant team will prepare conceptual site organization diagrams for each of the alternatives. These will be developed by M&P working closely with HR&A and ECA and with direction received from the City through the Visioning Workshop. Each of these alternative diagrams will clarify a number of fundamental issues such as:

- a. The network of principal arterials and streets
- b. The size and capacity of blocks and lots
- c. The natural features to be preserved, and the overall open space framework
- d. The total developable area and alternative uses
- e. The potential intensity of development in various parts of the site
- f. The principal points of access to and from the site
- g. The overall structure of walkable neighborhoods and districts
- h. Precedent images to illustrate the quality of urban spaces across the development

Task 4.4 Alternatives Meeting. HR&A will lead a meeting with the City staff and elected members to review the refined alternatives. The Consulting team will review the benefits and risks of the three alternative programs and obtain the City's input on each of the alternatives.

It should be noted that the analysis above is intended to provide the City with sufficient information to make market-informed planning decisions for the site. We assume that a detailed feasibility analysis of a preferred scenario will be conducted in subsequent phases.

Deliverable: Draft Development Program Alternatives and Evaluation Matrix (3 Hard Copies and 1 Electronic Copy)

Meeting: Alternatives Review Meeting with Staff and Council

Task 5: Preferred Alternative Briefing Book and Presentation

Based on the objectives the City outlined at the beginning of the process, the project Vision, findings from the market and demand analysis, and input from the City during the alternatives review process, HR&A will recommend a preferred alternative for the Project site, to be defined as the "Grapevine 185 Vision Plan".

Task 5.1 Preferred Alternative and Land Use Framework. The final preferred alternative land use framework will be a conceptual site organization diagram that will represent the development program in a framework of streets and blocks. This will be accompanied by the Vision statement and development strategy as well as a summary development program.

Task 5.2 Preferred Alternative Presentation. HR&A will present a summary of the Vision Plan process and the final outcomes of the Grapevine 185 Vision Plan to the City Council.

Deliverable: Preferred Alternative Land Use Framework and Grapevine 185 Vision Plan Briefing Book (3 Hard Copies and 1 Electronic Copy)

Meeting: Vision Plan Presentation and Define Next Steps

The following tasks represent subsequent phases of the assignment and we anticipate that these tasks will be further refined, based on the level of analysis required upon the completion of completion of Phase I. At the end of Phase I, the City will have made an initial market-informed decision regarding the mix of land uses at the site.

The following tasks include additional technical analysis to support the implementation of the Vision Plan, a disposition strategy by phase, and finally an approach to market the site and recruit appropriate development partners.

PHASE II – FINANCIAL FEASIBILITY AND PLAN OPTIMIZATION

After a preferred alternative is selected, the HR&A team will prepare a detailed financial feasibility analysis of the site that integrates anticipated high-level backbone infrastructure costs and projected land revenues. This analysis will be used to refine/optimize the plan and to determine developer economic terms for later stages in the implementation process.

Task 6: Infrastructure Strategy

HR&A will work with a qualified engineer to develop a preliminary infrastructure plan for the site incorporating grading, utilities, drainage and other backbone infrastructure requirements/strategies at the conceptual level. We will estimate key backbone infrastructure costs for the project and to provide high-level guidance on necessary infrastructure for the preferred land use alternative. This may include guidance on the viability of developments near the arroyo and/or high level estimates for the cost of arterial streets and roads within the site.

Task 7: Financial Feasibility and Plan Optimization.

Based on the anticipated land uses in the preferred alternative, HR&A will prepare a detailed financial analysis of the development program. This analysis will include benchmark infrastructure and development costs for entertainment and non-entertainment uses, anticipated operating cash flows and residual land values. The team will further refine the fiscal and economic impact metrics to align with the refined preferred scenario, and better define expectations from development partners.

Task 7.1 Attraction Anchor Feasibility. If an attraction is a major use within the preferred alternative, a more detailed feasibility analysis of the attraction component will be required at this stage to provide site specific estimates of attendance, operating revenues, and planning parameters. With this task completed by ECA, the land use alternative framework will be refined to the specific scale and orientation of the attraction gates on the site. The results of this task will be a critical piece of information in the developer RFP.

Task 8: Plan Optimization.

As the detailed financial feasibility analysis is developed, the preferred scenario will be refined to optimize financial return. The HR&A team will explore the potential land value generated by

the project by Phase and will provide recommendations to optimizing phasing, parcelization and infrastructure to improve value yield.

Deliverables: Financial Feasibility Summary and Final Preferred Alternative

PHASE III – DISPOSITION STRATEGY

Task 9: Disposition Strategy

With the financial feasibility analysis as an input, HR&A will develop a comprehensive, phase-wise disposition strategy for the site. HR&A will work closely with the City to assess and define preferred disposition approaches by parcel which may include sale, ground-lease, joint development, or alternative revenue-sharing options. The focus will be to prioritize strategic development sites, short term opportunity sites and mid-term opportunity sites through a combination of disposition approaches, including but not limited to:

- National developer/Master developer recruitment
- Local developer recruitment
- Sale/lease through local marketing channels
- Others

HR&A will identify any funding gaps and work with the City to clearly structure preliminary financing plan that will generate developer interest by providing an attractive investment opportunity. In addition, the financing plan must provide a fair return to the public sector as a partner in the development through the generation of employment, new tax dollars, and economic activity.

A disposition Plan by phase and parcel will be finalized and we will discuss an initial development partner recruitment strategy with the City at this time.

Deliverables: Disposition Strategy Memorandum Report

PHASE IV – DEVELOPER RECRUITMENT (ASSUMING A 2 STAGE SELECTION PROCESS)

This phase of work will be refined based on the outcome of Phase III tasks – the disposition strategy. The following tasks are based on an assumed disposition plan, which includes the selection of a highly capable master developer to deliver the critical-mass first phase.

Task 10: Developer Outreach

HR&A will reach out to the development community to garner additional input on the positioning of the project and RFQ/RFP process. Based on this preliminary engagement with a set of national and regional developers, through the consultant team's own networks as well as the City's existing relationships, HR&A will lead a developer orientation conference and site-tour in Grapevine. The objective of the conference includes:

- Communicate the City's Vision for the site
- A presentation of the development opportunity and the work done so far
- Get feedback and ideas from prospective development partners and the developer selection process

HR&A will provide a memorandum summarizing the findings, with the names of attendees, questions and answers, and other relevant information as appropriate.

Deliverables: Developer Outreach Memo
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It should be noted that the City can select to charge a fee at either the RFQ or RFP stage. This fee (which may be partially refundable for bidders that are not selected) may help to offset the City's cost of developer recruitment including consultants, legal advisors and other internal costs. HR&A would help to identify the appropriate amount of fee that can be applied during the Developer Outreach stage.

Task 11. Developer Request for Qualifications (RFQ)

HR&A will help the City execute the developer RFQ stage by engaging in the following tasks:

Task 11.1 Prepare Draft RFQ. HR&A will work with the City to develop an RFQ suitable for distribution to a wider list of appropriate development entities that are shortlisted in the previous task, including those who have expressed an interest in the site to date and those who have not yet been identified. We will participate in progress meetings via conference calls to review our key current assumptions in the anticipated recruitment process, and discuss the content and format of the RFQ. We will draft the RFQ and submit a draft for your review and comment. Key issues to be considered in the RFQ stage include:

- Developer capabilities,
- inclusion of consortium members to address specific development requirements,

- track record of success,
- financial capability,
- and finally, initial concepts and development strategies

We will release the RFP to the list of selected developers allowing between 6-8 weeks to respond.

Task 11.2 Review RFQ Responses. HR&A will work with the City to develop a review scoring rubric that could be utilized to identify a shortlist of candidates deemed qualified. HR&A will evaluate and score the RFQ responses based on the agreed scoring rubric. We will provide our scores to the City and get their final feedback and recommendations.

Task 11.3. Interviews & Background Checks. Across a two-day period HR&A will interview top scoring bidders. We will try and gain further insight into each bidder's development strategy, potential financing plan, and key asks from the City. HR&A will also check on the financial and operational capacity of top scoring bidders through financial references and client references.

Task 11.4. Shortlist RFQ Candidates. Based on the quality of the proposal, interviews, scores, and background research on bidders, HR&A will recommend a shortlist of qualified RFQ bidders.

Deliverables: Shortlist of Bidders to be invited to the RFP stage

Task 12 Developer Request for Proposal (RFP)

HR&A will assist the City in selecting an appropriate developer to enter in into an Exclusive Negotiation Agreement (ENA), through the developer RFP process delineated below.

Task 12.1 Prepare Draft RFP. HR&A will draft an RFP document for distribution to development entities that have been shortlisted in the RFQ process. Working closely with the City, HR&A will outline an RFQ document that clearly request's the bidders' development strategy, economic offer, and special development requests. To the extent possible, we will incorporate most of the inputs received from the developers through the RFQ process, and highlight areas where the City may (or may not) be willing to partner.

With the City, we will develop selection rubric that is intended to aid the in evaluating the qualifications of each responding developer in terms of firm stability, similar project experience, staff expertise and availability, familiarity with local government agencies, utilities, designer and contractor management abilities, schedule performance, cost control track record, adequate net worth in light of its obligations and responsibilities and economic offer/'asks'. HR&A will propose an RFP format that incorporates these criteria by major topics and sub-topics as well as templates for financial responses.

We will release the RFP to the shortlisted bidders with a 8-10 week response time. We anticipate an information session with the bidders after the RFP is released to answer any queries and provide specific clarifications.

Task 12.2 Evaluation of RFP Responses and Conduct Interviews. HR&A will analyze each developer's proposal/bid for responsiveness to the RFP. Although it is difficult to predict the number of responses to the RFP at the outset, HR&A proposes to evaluate all submitted proposals using the agreed evaluation rubric. Depending on the number of proposals received, we may create an initial short-list of respondents requiring further evaluation.

HR&A will evaluate in detail the short listed proposals and will create a matrix that compares and ranks the qualified proposals based on the criteria outlined in the RFP. Based on our previous experience, criteria may include: (1) Capacity to Perform, (2) Specialized Experience/Technical Competence, (3) Past Performance, (4) Management and Technical Approach, (5) Financial Offer, and (6) Design strategies. HR&A will carry out an independent assessment of the project financials prepared by the shortlisted bidders.

We will create a detailed matrix that compares the performance of each of the bidders on selected performance criteria. After this initial evaluation of bidders, HR&A will conduct in-depth interviews with the bidders in Grapevine.

Task 12.3 Shortlist Bidders for Negotiations. With the information developed in the previous tasks, HR&A will recommend a shortlist of developers to be invited for exclusive or non-exclusive negotiations.

Deliverables: Developer Outreach Memo, RFQ, RFQ Responder Shortlist, RFP, RFP Bidder Comparison Matrix, RFP Shortlist.

HR&A will assist the City through the negotiation phase on an as required basis. These services will be billed on a time and materials basis, based on agreed hourly rates. We anticipate that these services will be reimbursed by the developers who are selected for negotiations.

PROPOSED HR&A STAFFING

HR&A will serve as the project lead, with specialized services provided by ECA and M&P as subcontractors. Amitabh Barthakur, an HR&A Partner, will serve as the Project Director and serve as the primary point of contact. Judy Taylor, an HR&A Principal, will serve as the Project Manager. Shuprotim Bhaumik and Kate Coburn, both HR&A Partners, will serve as senior advisors on the developer recruitment effort. They will be assisted as needed by other qualified HR&A professional staff working under our direct supervision. Matthew Earnest and Vinayak Bharné will serve as the Project Managers for ECA and M&P respectively. Profiles and qualifications of all team members are included in the initial RFQ response submitted to the City of Grapevine.

SCHEDULE

A comprehensive project schedule is presented in Attachment B of this memorandum

FEES

PHASE I Fees

HR&A proposes to complete the Phase I scope of work for a fixed fee of \$257,700.00, including travel expenses and direct costs. These direct costs are specifically related to the following items:

1. HR&A attendance in up to 4 meetings/presentations/workshops in Grapevine
2. ECA and M&P attendance in up to 2 meetings/presentations/workshops in Grapevine
3. 3rd party market data, printing and communication

We will bill monthly, based on percentage completion of each task, as described below.

Task Groups	Fees
1. Goal Setting	\$ 12,700
2. Market and Site Context Analysis	\$ 74,400
3. Visioning	\$ 38,500
4. Program Alternatives	\$ 98,900
5. Preferred Alternative Briefing Book and Presentation	\$ 16,700
Subtotal Labor	\$ 241,200
Travel	\$ 13,500
Other Direct Costs	\$ 3,000
Subtotal Expenses	\$ 16,500
TOTAL	\$ 257,700

For any additional services requested, but not described above, including participation in any additional meetings or briefings, we will bill you for actual time and expenses, based on our standard hourly rates, as shown in Attachment A to this memorandum.

We request payment of a retainer in the amount of \$38,500.00 upon initiation of the assignment, which will be credited against subsequent invoices.

PHASE II-IV Fees

Estimated fees, on a 'not to exceed' basis for Phase II through Phase IV are presented below.

Task Groups	Not to Exceed Fees
Phase II – Financial Feasibility and Plan Optimization	\$ 195,000
Phase III – Disposition Strategy	\$ 30,000
Phase IV – Developer Recruitment	\$ 190,000
Subtotal Labor	\$ 415,000
Travel and Other Expenses	\$ 35,000
Subtotal Expenses	\$ 35,000
TOTAL	\$ 450,000

The above fee estimates are based on the following key assumptions:

1. A destination attraction anchor
2. Master developer recruitment for the first phase critical mass program
3. A 2-stage (RFQ/RFP) developer recruitment process
4. 8 RFQs to be reviewed
5. 4 RFPs to be reviewed
6. RFP/RFQ interviews no more than 2 days
7. Legal support for RFP/RFQ provided by the City
8. Developer negotiation assistance fees are on a T&M basis not included above
9. Services to be procured via task orders based on scope of work submitted at the beginning of each stage



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Attachment A

HR&A Advisors, Inc. Hourly Rate Schedule for 2014

Hourly rates* for HR&A staff are as follows:

Chair/Vice Chair	\$450
Other Officers/Partners	\$395
Principals	\$325
Directors	\$275
Senior Analysts	\$200
Analysts	\$150
Research Analysts	\$125
Administrative	\$100

*Depositions and trial testimony hours are billed at time and one-half.

HR&A bills for customary out-of-pocket expenses (e.g., travel costs, mass reproduction, specialized graphics, long-distance telephone, messenger and overnight delivery) at their direct cost to HR&A without mark-up.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: AUGUST 5, 2014
SUBJECT: RESOLUTION TO ACCEPT THE CERTIFIED TAX ROLLS

RECOMMENDATION:

Staff recommends that the City Council approve a resolution to accept the Certified Tax Rolls having a total appraised value of \$10,409,573,943, less exemptions of \$3,816,444,111 for a net taxable value of \$6,593,129,832.

BACKGROUND INFORMATION:

This resolution is provided pursuant to Section 26.04 of the Texas Property Tax Code which requires the assessor for a taxing unit to submit the total appraised value, the total assessed value and the total taxable value of the property within the unit's boundaries to the unit's governing body by August 1st or as soon thereafter as is practicable.

Colette Franklin, Tax Assessor, has submitted this information to the City and has also certified that the estimated tax collection rate for the tax year 2014 is 100%. As prescribed by law, the appraised value from the certified rolls is \$10,409,573,943, less \$3,816,444,111 in exemptions, produced a net taxable value of \$6,593,129,832. The new construction value included in the net taxable value amount is \$83,943,168.

The City Council designates Colette Franklin (RTA, CSTA) as the official person to calculate and publish the effective tax rate calculation for the City of Grapevine, Texas for tax year 2014, FYE 9/30/15.

Staff recommends approval of the resolution accepting the Certified Tax Rolls.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GRAPEVINE, TEXAS, APPROVING THE TAX ROLLS FOR
2014 ON PROPERTY WITHIN THE CITY; AND PROVIDING
AN EFFECTIVE DATE

WHEREAS, on July 25, 2014, the Chief Appraisers of the Tarrant, Dallas and Denton Appraisal Districts approved and certified to the Grapevine City Council the Tax Rolls for 2014 with a total appraised value \$10,409,573,943 and having a net taxable value of \$6,593,129,832.

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

Section 1. That all matters stated in the preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the Certified Tax Rolls value for the tax year 2014 for the City of Grapevine, Texas be and hereby approved in the amount of \$10,409,573,943 for total appraised value.

Section 3. That the certified net taxable value (total appraised value less exemptions) of \$6,593,129,832 is approved.

Section 4. That in addition to the value shown in Section 3 above, the Chief Appraisers have prepared a list of all properties pending disposition before the Appraisal Review Board. A projected minimum value of \$42,303,437 has been assigned to this property and \$53,649,962 in properties not on the rolls, for a total of \$95,953,399 used for budget purposes.

Section 5. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 5th day of August, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: AUGUST 5, 2014
SUBJECT: ORDINANCE TO UPDATE THE FIRE CODE WITH AMENDMENTS

RECOMMENDATION:

City Council to consider approval of an ordinance to update the 2006 International Fire Code with local amendments to the 2012 edition of the International Fire Code with local amendments.

BACKGROUND:

The City of Grapevine has previously adopted model codes for fire protection and prevention issues through Chapter 11 of the Code of Ordinances.

The proposed code advances the level of fire and life safety with a focus to our fire losses and future development. The code is proposed to be adopted as written with a few notable exceptions. Attached is a spreadsheet detailing our current rules as well as the proposed amendments. The most notable being proposed are:

- Sky lanterns would be prohibited
- Lower the required 25' distance restriction to 10' from combustibles near gas fed recreational (natural gas) fires
- Fire sprinklers are required in restaurants with occupant load over 100 people.

The proposed adoption of the 2012 International Fire Code with local amendments incorporates recognition of technological and hazard protection advances since our last code adoption.

The International Code Council has promulgated updated model codes and recommends same for adoption by municipalities. This code update would be in keeping with the recommendations of the Insurance Service Organization to have current Codes and Standards.

Staff recommends approval.
RFF

AMENDMENT CHANGES COMPARISON TABLE

CC ITEM #7

SECTION	CURRENT AMENDMENT	PROPOSED AMENDMENT	INFORMATION
102.1 Applicability	Existing Structures...when identified in specific sections of this code.	Existing structures... when required in Chapter 11 or in specific sections of the code.	<i>To clarify that there are other provisions in the fire code applicable to existing buildings that are not in Chapter 11.</i>
102.3 Change of use or occupancy	The provisions of the Building Code adopted by the City shall apply to all buildings undergoing a change of occupancy.	The provisions of the Building Code and this code adopted by the City shall apply to all buildings undergoing a change of occupancy.	<i>To sustain the current amendment and clarify that the fire code is applicable as well as the building code.</i>
102.6 Historic Buildings	The construction, alteration, repair... of existing buildings or structures that are designated as historic buildings when such buildings or structure do not constitute a distinct hazard to life or property shall be in accordance with the provisions of the Building Code adopted by the City.	The construction, alteration, repair... of existing buildings or structures that are designated as historic buildings when such buildings or structure do not constitute a distinct hazard to life or property shall be in accordance with the provisions of the Building Code and this code as adopted by the City.	<i>To sustain the current amendment and clarify that the fire code is applicable as well as the building code.</i>
102.7 Referenced Codes and Standards	...Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply.	...Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code and any amendments the provisions of this code and any adopted amendments as applicable shall take precedence over the provisions in the referenced code or standard.	<i>To incorporate amendments to the code as being applicable and that they take precedence over adopted standards.</i>
105.6.30 Open Burning, Permit Required	An operational permit is required for the kindling or maintaining of an open fire, recreational fire or a fire on any public street, alley, road, or their public or private ground. EXCEPTIONS: 1. Recreational fires in approved overnight campgrounds... 2. Cooking fires in approved cooking appliances... 3. Recreational fires in approved outdoor fireplaces or approved fire pits.	An operational permit is required for the kindling or maintaining of an open fire, recreational fire or a fire on any public street, alley, road, or their public or private ground. EXCEPTIONS: 1. Recreational fires in approved overnight campgrounds... 2. Cooking fires in approved cooking appliances... 3. Recreational fires in approved outdoor fireplaces or approved portable or permanent fire pits.	<i>To sustain the current code and to clarify the extent of the exceptions to include the permanent or portable nature of fire pits. Approved means acceptable to the fire code official.</i>
113.1 Fees	No Fee Section	... Inspections, Standby/Fire Watch activities shall be assessed fees as identified in the Schedule of Fees in Table 113.1A and in keeping with Section 113.	<i>This is a fee for inspection activities similar to what is presently in the Building Code for inspections after normal business hours.</i>

AMENDMENT CHANGES COMPARISON TABLE

CC ITEM #7

SECTION	CURRENT AMENDMENT	PROPOSED AMENDMENT	INFORMATION
113.6 Reinspection Fee	No Fee Section	A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. ...	<i>This is copied from the building code as applicable to reinspections. Clarifies the controlling practice of calling for inspections before the job is ready for inspection or reinspection and that charges could be applied for services that were not ready.</i>
202 Definitions Ambulatory Care Facility	No definition	Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24 hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following: dialysis centers, sedation dentistry, surgery centers, colonic centers, psychiatric centers, birthing centers.	<i>To clarify the range of uses included in the new definition.</i>
202 Definitions Permanent Outdoor Fire Place	No definition	A fireplace designed and installed fixed to the ground and to operate off of fuel gas or solid fuel that may be constructed of steel, concrete, clay or other noncombustible material. An outdoor fireplace may be open in the design ... and a short chimney or chimney opening in the top.	<i>To clarify current design options for permanent locations.</i>
202 Definitions Repair Garage	A building or structure for servicing or repairing motor vehicles	A building or structure for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs	<i>To further clarify service work allowed in a repair garage.</i>
202 Definitions Standby Personnel	No definition	Qualified fire service personnel, approved by the Fire Code Official. When utilized, the number required shall be as directed by the Fire Code Official. Charges for utilization may be assessed as identified in the Fee Table 1-A	<i>To add a definition that does not exist and identify reference to fees as applicable.</i>
304.3.2 Capacity Exceeding 5.33 cubic feet. Rubbish Containers	EXCEPTION: Containers used outside of structures as trash receptacles.	EXCEPTION: 1. Containers used outside of structures as trash receptacles. 2. Wastebaskets complying with Section 808.	<i>To exempt large waste baskets over 5.33 cubic feet (40 gallon) and are non-combustible or do not propagate fire.</i>
305.1 Clearance from ignition sources	A minimum of eighteen (18) inches of clearance shall be maintained between ignition sources, such as luminaries, heaters, flame-producing devices and combustible materials.	A minimum of eighteen (18) inches of clearance shall be maintained between ignition sources, such as luminaries, heaters, flame-producing devices and combustible materials or as required by the manufacturer.	<i>To sustain the current amendment and clarify that the manufacturer may allow different clearances.</i>

AMENDMENT CHANGES COMPARISON TABLE

CC ITEM #7

SECTION	CURRENT AMENDMENT	PROPOSED AMENDMENT	INFORMATION
<p align="center">307.4.2 Recreational Fires</p>	<p>Recreational fires are prohibited unless conducted in an outdoor fireplace or fire pit or other approved device or appliance designed for such purpose. Approved fireplaces or appliances shall be equipped with a chimney, stack or be equipped with a form fitting metal screen. Outdoor fireplaces shall be no less than 8 feet from a structure. When a recreational fire is conducted in an approved fire pit, it shall not be within 25 feet of a structure or combustible material. Care should be taken to prevent the spread of the fire to the nearest structure.</p>	<p>Recreational fires are prohibited unless conducted in an outdoor fireplace, fire pit or other approved device or appliance designed for such purpose and located at least 25 feet from a structure or combustible material. Conditions which could spread a fire to within 25 feet shall be eliminated. EXCEPTION: Permanent outdoor fire pits using fuel gas for recreational fires shall not be installed within 10 feet of structures or combustible material.</p>	<p><i>To clarify the requirements of recreational fires based on the different containment or fuel of that fire and establish setback clearances for that containment or fuel. The application of home recreational fire effects in patio settings with fuel gas have better safety records and are able to be shut off quickly so the setback was reduced to mirror cooking fires.</i></p>
<p align="center">308.1.1 Where Prohibited Open Flames</p>	<p>A person shall not take or utilize an open flame or light in a structure, vessel, boat or other place where highly flammable, combustible or explosive material is utilized or stored. Lighting appliances shall be well secured in a glass glove and wire mesh cage or a similar approved device.</p>	<p>A person shall not take or utilize an open flame or light in a structure, vessel, boat or other place where highly flammable, combustible or explosive material is utilized or stored. Lighting appliances shall be well secured in a glass glove and wire mesh cage or a similar approved device. Unmanned free-floating devices containing an open flame or other heat source, such as but not limited to sky lanterns shall be prohibited.</p>	<p><i>Added clause to incorporate prohibition of sky lanterns due to hazard.</i></p>
<p align="center">308.1.4 Open Flame Cooking Devices</p>	<p>Charcoal burners and other open flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction. EXCEPTIONS: 1. One and two family dwellings. 2. Where buildings, balconies and decks are protected by an automatic sprinkler system.</p>	<p>Charcoal burners and other open flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction. EXCEPTIONS: 1. One and two family dwellings, except that LP gas container are limited to a water capacity not greater than 50 pounds....aggregate...capacity not to exceed 100 lbs.(5 containers) 2. Where buildings, balconies and decks are protected by an automatic sprinkler system, except that LP gas container are limited to a water capacity not greater than 50 pounds.... aggregate ...capacity not to exceed 40 lbs (2 containers)</p>	<p><i>To add a limit for the quantity of LP gas containers for open flame cooking devices in buildings.</i></p>
<p align="center">311.5 Placards</p>	<p>Any building or structure determined to be unsafe pursuant to Section 110 of this code shall be marked as required by Sections 311.5.1 through 311.5.5</p>	<p>The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards, as required by Section 311.5.1 through 311.5.5</p>	<p><i>To identify that placarding may not always be desired or necessary. It also clarifies that the fire code official will not provide the placard.</i></p>

AMENDMENT CHANGES COMPARISON TABLE

CC ITEM #7

SECTION	CURRENT AMENDMENT	PROPOSED AMENDMENT	INFORMATION
401.9 False Alarms	It shall be unlawful for a person to give, signal or transmit a false alarm.	False alarms and nuisance alarms shall not be given, signaled, transmitted, caused or permitted to be given, signaled or transmitted in any manner.	<i>To clarify and identify that required fire alarm systems must be maintained.</i>
501.4 Timing of Installation	When fire apparatus access roads or a water supply for fire protection is required to be installed such protection shall be installed and made servicable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2	When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure. EXCEPTION: When approved alternative methods of protection are provided.	<i>To require that fire department access be in place during construction which is a time when increased risk of fire or injury can occur.</i>
503.6 Security Gates	Where security gates are installed, they shall be installed to comply with this section.	...Where security gates are installed, they shall be installed to comply with this section. The security gates and the emergency operation shall be maintained operational at all times. Electric gates operators where provided shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.	<i>To sustain the current amendment and to meet nationally recognized standards for gate control operation.</i>
507.4 Water Supply Test	The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system.	The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system. The water supply test use for hydraulic calculation of fire protection systems shall have been conducted within one year of the fire protection system plan submittal.	<i>To update the requirement that systems that use water supply calculations have a flow test that is done within the last 12 months.</i>
509.1 Sign Requirements	...Approved signs required to identify fire protection equipment and equipment location shall be constructed of durable materials, permanently installed and readily visible.	...Approved signs required to identify fire protection equipment and equipment location shall be constructed of durable materials, permanently installed and readily visible. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches when located inside a building and 4 inches when located outside or as approved by the fire code official. The letters shall be of a color that contrasts with the background.	<i>To require specific sign detail for fire protection equipment identification.</i>

AMENDMENT CHANGES COMPARISON TABLE

CC ITEM #7

SECTION	CURRENT AMENDMENT	PROPOSED AMENDMENT	INFORMATION
603.3.2.1 Exception Fuel Oil Storage	No requirement	Tanks installed in accordance with Section 603.3.2 shall be used only to supply fuel oil to fuel burning equipment installed in accordance with Section 603.2.4. Connections between tanks and equipment supplied by such tanks shall be made using closed piping systems.	<i>To clarify that generators have requirements for tanks under Chapter 57 and that this section does not apply to internal combustion engines.</i>
704.1 Exit Enclosure	Interior vertical shafts, including but not limited to stairways, elevator hoistways, service and utility shafts, that connect two or more stories of a buildings shall be enclosed or protected as specified in Table 704.1.	Interior vertical shafts, including but not limited to stairways, elevator hoistways, service and utility shafts, that connect two or more stories of a buildings shall be enclosed or protected as specified in accordance with the codes in effect at the time of of construction but, regardless of when constructed, not less than as required in Chapter 11. New floor openings in existing buildings shall comply with the International Building Code.	<i>To require that floor openings be protected to the code to which they were built, but not less than the requirements of Chapter 11.</i>
901.7 Systems out of Service	Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provide for all occupants left unprotected by the shut down until the fire protection system has been returned to service. ...	Where a required fire protection system is out of service or in the event of an excessive nuber of activations, the fire department and the fire code official shall be notified immediately and where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provide for all occupants left unprotected by the shut down until the fire protection system has been returned to service. ...	<i>To identify the options to occupy buildings to avoid vacating of the building by using a fire watch when fire systems are out of service or have a large number of false alarms.</i>
901.9 Change of monitoring service	No requirement	Notice shall be made to the fire code official whenever contracted alarm services for monitoring of any fire alarm system are terminated for any reason or a change in alarm monitoring provider occurs. Notice shall be made in writing, to the fire code official by the building owner or the alarm service provider prior to the service being terminated.	<i>To require notification to the Fire Department that alarm monitoring is stopped or changes in required systems. Further identifies that the building owner or alarm service provider is obligated.</i>
903.1.1 Alternative Protection	Alternative automatic fire extinguishing systems complying with Section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and approved by the fire code official.	Alternative automatic fire extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard and approved by the fire code official.	<i>Allows the use of sprinklers and alternative protection. Alternative systems do not provide the reliability of controlling a fire as have fire sprinklers but allows an alternative system such as for a kitchen hood or paint booth.</i>

AMENDMENT CHANGES COMPARISON TABLE

CC ITEM #7

SECTION	CURRENT AMENDMENT	PROPOSED AMENDMENT	INFORMATION
<p>903.2.1.2 Group A-2, Assembly</p>	<p>...An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exist:</p> <ol style="list-style-type: none"> 1. The floor area exceeds 5000 square feet; 2. The floor area is located on a floor other than the level of exit discharge. 	<p>...An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exist:</p> <ol style="list-style-type: none"> 1. The floor area exceeds 5000 square feet; 2. The floor area has an occupant load of 100 or more. 2. The floor area is located on a floor other than the level of exit discharge. 	<p><i>Sustain the current amendment and add an occupant load of 100 or more for when fire sprinklers are required.</i></p>
<p>903.2.11.9 Buildings Over 6,000 Square Feet, 102.4 Application of Building Code</p>	<p>... Repairs, alterations and additions to existing structures shall comply with the codes and ordinances adopted by the City of Grapevine.</p>	<p>...An automatic sprinkler system shall be installed throughout all buildings over 6,000 square feet and greater, and in all existing buildings that are enlarged to be 6,000 square feet or greater, and in buildings greater than 6,000 square feet which are enlarged. For purpose of this provision, fire walls shall not define separate buildings. ...</p>	<p><i>Sustain the current requirement for 6,000 sq. ft. threshold and clarify the applicability to existing buildings when enlarged. Currently done under Section 102.4.</i></p>
<p>903.2.11.10 Expanded Tenant Spaces, 102.4 Application of the Building Code</p>	<p>... Repairs, alterations and additions to existing structures shall comply with the codes and ordinances adopted by the City of Grapevine.</p>	<p>...Fire Sprinklers shall be installed in all tenant spaces where the total fire area exceeds 6,000 square feet. For the purpose of fire sprinklers, fire walls shall not be used to separate single tenant fire areas.</p>	<p><i>Sustain the current requirement for 6,000 sq. ft. threshold and clarify the applicability to expanded tenant space. Currently done under Section 102.4.</i></p>
<p>903.3.1.1.1 Exempt Locations</p>	<p>...When approved by the code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment. ...</p>	<p>...When approved by the code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment. 4. Elevator machine rooms, machinery spaces, and hoistways other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.</p>	<p><i>Sustain the current amendment and add, elevator machine rooms, and pits as recommended by the State.</i></p>

AMENDMENT CHANGES COMPARISON TABLE

CC ITEM #7

SECTION	CURRENT AMENDMENT	PROPOSED AMENDMENT	INFORMATION
903.3.1.3 NFPA 13D Systems	Where allowed, automatic sprinkler systems installed in one and two family dwellings Group R3 and R4 congregate living facilities and town houses shall be permitted to be installed throughout in accordance with NFPA 13D.	Where allowed, automatic sprinkler systems installed in one and two family dwellings Group R3 and R4 congregate living facilities and town houses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.	<i>To sustain the current amendment and clarify that home fire sprinkler systems may be installed under state law that permits certain qualified plumbers to install home fire sprinkler systems.</i>
907.2.1 Group A Manual Fire Alarm	No requirement.	A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies where the occupant load is 300 or more persons or more than 100 persons above or below the level of exit discharge. ...	<i>Require a manual notification system for assembly occupancies. NCTCOG recommended as a result of fire losses in restaurants and bars.</i>
907.2.3, Group E, Manual Fire Alarm	A manual fire alarm system shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies.	A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communications system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies.	<i>To sustain the current requirement and update it to reflect the code requirement for voice/alarm notification systems in new schools. NCTCOG recommended.</i>
907.2.13 Fire Alarm High Rise buildings	Buildings having any floors used for human occupancy located more than 55 feet above the lowest level of fire department vehicle access shall be provided with an automatic fire alarm system and an emergency voice/alarm communications system in accordance with Section 907.2.12.2. ...	High rise buildings shall be provided with an automatic fire alarm system in accordance with Section 904.2.13.1, a fire department communication system in accordance with Section 907.2.13.2 and an emergency voice/alarm communications system in accordance with Section 907.5.2.2. ...	<i>To sustain the current amendment and clarify the applicable sections of the code for performance and installation criteria.</i>
910.3.2.2 Smoke/Heat Vent Operation	No requirement.	The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.	<i>To identify the requirement for temperature rating for performance of the vent in relation to the sprinklers. Allows time for the sprinklers to function by trapping heat and then venting after sprinkler activation.</i>
912.2.3 Hydrant Distance	No requirement.	An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.	<i>Identify the requirement for installation of water supply to the fire department connection in keeping with NFPA criteria.</i>

AMENDMENT CHANGES COMPARISON TABLE

CC ITEM #7

SECTION	CURRENT AMENDMENT	PROPOSED AMENDMENT	INFORMATION
913.1 Fire Pumps	No requirement	When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1. ...	<i>To specify the access requirements to fire pumps for maintenance and operation of the pump.</i>
3604.2 Marina Standpipes	No requirement	Existing marinas with approved fire protection provided by at least two mobile fire pumps with firefighting equipment kept in approved locations. New marinas shall be equipped with Standpipes per Section 3604.2.	<i>To recognize existing conditions for fire protection at the current marinas.</i>

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AMENDING CHAPTER 11 OF THE GRAPEVINE CODE OF ORDINANCES, FIRE PROTECTION AND PREVENTION, RELATING TO THE ADOPTION OF THE 2012 INTERNATIONAL FIRE CODE AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, PROVIDING AMENDMENTS TO SAME, REPEALING CONFLICTING ORDINANCES; PROVIDING A PENALTY, NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH SEPARATE OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine has previously adopted model codes for fire protection and prevention issues through Chapter 11 of the Code of Ordinances; and

WHEREAS, the International Code Council has promulgated updated model codes, and recommends same for adoption by municipalities; and

WHEREAS, the City wishes to update its model codes, including appropriate amendments thereto; and

WHEREAS, the City Council has determined that the passage of this ordinance is in the best interest of the health, safety and welfare of the public.

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

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

Section 2. That Chapter 11, Fire Protection and Prevention, Article III, Fire Code, Section 11-40, 11-44, 11-45, 11-46 , Code Adopted; Amendments, of the City of Grapevine Code of Ordinances, is hereby repealed in its entirety and a new section shall be added to read as follows:

“Section 11-40. Code Adopted; Amendments:

- (a) The City of Grapevine hereby adopts the 2012 Edition of the International Fire Code, including Appendix D, E, F, and G, published by the International Code Council, Inc., save and except such portions as are deleted or amended by this ordinance, and the same are hereby adopted and incorporated as fully as if set

out at length herein. One (1) copy of the 2012 Edition of the International Fire Code shall be on file with the City Secretary. From the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Grapevine and its extraterritorial jurisdiction.

(b) Fire Code - Amendments

*Amend **Section 101.1 Title**; to read as follows:*

101.1 Title. These regulations shall be known as the Grapevine Fire Code, hereinafter referred to as “this code.”

*Amend **Section 102.1** to read as follows:*

3. Existing structures, facilities and conditions when required in Chapter 11 or in specific sections of this code.

*Amend **Section 102.3 Change of use or occupancy**, to read as follows:*

102.3 Change of use or occupancy. The provisions of the Building Code and this code adopted by the City shall apply to all buildings undergoing a change of occupancy.

*Amend **Section 102.4 Application of building code**, to read as follows:*

102.4 Application of building code. The design and construction of new structures shall comply with this code, and other codes and ordinances adopted by the City. Repairs, alterations and additions to existing structures shall comply with the codes and ordinances adopted by the City of Grapevine.

*Amend **Section 102.5 Historic buildings**, to read as follows:*

102.6 Historic buildings. The construction, alteration, repair, enlargement, restoration, relocation or movement of existing buildings or structures that are designated as historic buildings when such buildings or structures do not constitute a distinct hazard to life or property shall be in accordance with the provisions of the Building Code and this code as adopted by the City.

*Amend **Section 102.7 Referenced codes and standards**, to read as follows:*

102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, and such codes when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

102.7.1 Conflicts. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply.

102.7.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code and any adopted amendments, the provisions of this code and any adopted amendments, as applicable, shall take precedence over the provisions in the referenced code or standard.

Amend Section 103.1, to read as follows:

103.1. General. The fire prevention division is established within the jurisdiction under the direction of the fire code official. The function of the division shall be the implementation, administration and enforcement of the provisions of this code.

Amend Section 104.1 General, by adding a sentence to the end of paragraph to read as follows:

104.1 General. The fire code official is hereby authorized to enforce the provisions of this code and shall have the authority to render interpretations of this code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code. The fire code official, with approval of the administrator, is authorized to make and enforce such rules and regulations for the prevention and control of fires and fire hazards as may be necessary from time to time.

Amend Section 105.6.9, Covered mall buildings, to read as follows

1. The placement of retail fixtures and displays in any egress path, concession equipment that may or may not be using heating devices, display of highly combustible goods and similar items in the common areas of the mall.

Amend Section 105.6.30, to read as follows:

105.6.30 Open Burning. An operational permit is required for the kindling or maintaining of an open fire, recreational fire, or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to.

Exceptions:

1. Recreational fires in approved overnight campgrounds or parks that are kindled in approved fire rings.

2. Cooking fires in approved cooking appliances, such as but not limited to, bar-b-que grills, propane fired portable cook tops, hibachis, etc. Such cooking fires shall be located in an approved location.

3. Recreational fires in approved portable or permanent outdoor fireplaces or fire pits.

*Amend by adding **Section 105.7.9.1 Hazardous material storage tanks:** to read as follows:*

Section 105.7.9.1 Hazardous material storage tanks. A construction permit is required to install or remove an underground or aboveground hazardous material storage tank or to change the contents of said tank.

*Amend **Section 105.18 Required special permits,** by adding to read as follows:*

Section 105.18.1 Tents and membrane structures inside a building. An operational permit is required to erect, construct, inflate or assemble a tent that is greater than 400 square feet in size inside a building.

Section 105.18.2 Cooking inside an assembly occupancy, exhibit hall, ballroom, or foyer/pre-function area. An operational permit is required to fry, deep fry, bake, grill, or otherwise cause to be cooked any food substance by an exhibitor inside an exhibit hall, ballroom, or foyer/pre-function area of an assembly occupancy.

Section 105.7.18.3 Security Gates. A construction permit is required to install or modify a Security gate or gates across any fire apparatus access road and shall comply with Section 503.6 of this code.

Section 105.7.18.4. Speed Bumps. No person, firm or corporation shall place, construct, erect or maintain any speed bump(s) for traffic calming in a marked fire lane, fire zone or emergency access easement, without first obtaining a permit.

*Amend **Section 108.1 Board of Appeals Established,** to read as follows:*

Section 108.1 Board of Appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the City Council and shall hold office at its pleasure. The fire code official shall be an ex officio member of said board but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official. This board shall consist of members and follow the procedures as prescribed in this section. This board shall be known as the Building Board of Appeals as referenced in 7-3 and 7-4 of the Grapevine Code of Ordinances.

Amend Section 108.2 Limitations on Authority, to read as follows:

Section 108.2 Limitations on authority. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall have no authority to waive requirements of this code, nor make interpretations on the administrative provisions of this code.

Amend Section 109.4 Violation Penalties, to read as follows:

109.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed two thousand (\$2,000.00) dollars for each offense, and each day that a violation continues after due notice has been served shall be deemed a separate offense.

Amend Section 111.4 Failure to Comply, to read as follows:

111.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not more than two thousand (\$2,000.00) dollars.

Amend Section 113 FEES, to read by adding the following:

113.1 Fees. ... Inspections, Standby/Fire Watch activities shall be assessed fees as identified in the Schedule of Fees in Table 113.1A and in keeping with Section 113.

Section 113.6 Reinspection fee. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

This subsection is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

Reinspection fees may be assessed for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the fire

code official. To obtain a reinspection, the applicant shall file a reinspection request in writing and pay the reinspection fee in accordance with Table 1-A or as set forth in the fee schedule adopted by the jurisdiction. In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

Schedule of Fees
(Table 113 1A)

1.	Inspections outside of normal business hours	\$45.00 per hour* (minimum charge—two hours)
2.	Reinspection fees assessed under provisions of Section 113.6	\$45.00 per hour* (minimum charge – two hours)
3.	For use of outside consultants for plan checking and inspections, or both.	actual costs**
4.	FD Fire Watch/Standby – Person only, No Equipment	\$45.00 per hour* (minimum charge – two hours)
5.	FD Fire Watch/Standby – Personnel with Equipment	Contract Agreement must be in place or as approved by the Fire Chief

* Or the total hourly cost of the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**Actual costs include administrative and overhead costs.

Amend Section 202 General Definitions by adding as follows.

(B) AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24 hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis Centers
- Sedation dentistry
- Surgery centers

Colonic centers
Psychiatric centers
Birthing centers

ATRIUM. An opening connecting three or more stories...*remaining text is unchanged.*

FIRE AREA. The aggregate floor area of a building, regardless of firewalls, fire barriers, fire partitions, or demising walls. For the purpose of calculating fire sprinkler requirements the total building will be considered one fire area.

FIREWATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or Fire Department standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

FIRE ZONE. Any area designated by the fire code official for the purpose of gaining access to fire protection equipment or connections.

HIGH-PILED COMBUSTIBLE STORAGE. ... *add second paragraph to read as follows.* Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 square feet that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

HIGH RISE. A building having floors used for human occupancy and/or storage located more than 55 feet above the lowest level of the fire department vehicle access, or four or more stories in height whichever is more restrictive and all hotel and motel occupancies regardless of height.

LIGHT DUTY METAL CHAIN shall mean a chain with the maximum diameter of metal in the chain links being one-quarter (1/4) inch, and does not mean high-test proof, coil chain and other than tempered chain, regardless of size.

MAIN GATE means a security gate located on private property where more than one (1) security gate exists. The owner shall designate in writing to the fire department the main gate.

OUTDOOR FIRE PIT. A place, structure or appliance that is designed and approved for the burning of combustible material that does not have a flue, chimney or duct and the combustion gases are emitted directly into the atmosphere.

PERMANENT OUTDOOR FIREPLACE. A fireplace designed and installed fixed to the ground and to operate off of fuel gas or solid-fuel that may be constructed of steel, concrete, clay or other noncombustible material. An outdoor fireplace may be open in design, or may be equipped with a small hearth opening and a short chimney or chimney opening in the top.

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

SECURITY GATE. As used herein, a security gate shall be any device located on private property which prohibits access of motor vehicles. It includes, but is not limited to, a metal or wood swing railing extended across a street, private drive or fire lane, which only be opened by a human operator situated on the premises or by remote control or both.

SELF SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Code Official. When utilized, the number required shall be as directed by the Fire Code Official. Charges for utilization may be assessed as identified in the Fee Table 1-A .

*Amend **Section 304.3.2 Capacity exceeding 5.33 cubic feet.** By adding exception to read as follows.*

304.3.2 Capacity exceeding 5.33 cubic feet.

Exception: 1. Containers used outside of structures as trash receptacles.

2. Wastebaskets complying with Section 808.

*Amend **Section 305.1 clearance from ignition sources.** to read as follows*

305.1 Clearance from ignition sources. A minimum of eighteen (18) inches of clearance shall be maintained between ignition sources, such as luminaries, heaters, flame-producing devices and combustible materials or as required by the manufacturer.

*Amend **Section 305.2 Hot ashes and spontaneous ignition sources,** to read as follows:*

305.2 Hot ashes and spontaneous ignition sources. Hot ashes, cinders, smoldering coals or greasy or oily materials subject to spontaneous ignition shall not be deposited in a combustible receptacle or trash dumpster, within 10 feet (3048 mm) of other combustible....{rest of section to remain the same}.

Amend Section 307.2 Permit Required, to read as follows:

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural, range or wildlife management practices, prevention or control of disease or pests, or open burning. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality guidelines and/or restrictions.
2. State, County or local temporary or permanent bans on open burning.
3. Local written policies as established by the Code Official.

Amend Section 307.3 Extinguishment Authority, to read as follows:

307.3 Extinguishment authority. The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

Amend Section 307.4 Location, to read as follows:

307.4 Location. The location for open burning, shall not be less than 300 feet (91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91 440 mm) of any structure.

Exceptions:

1. Fires in approved containers that are not less than 15 feet (4572 mm) from a structure.
2. {Exception 2 remains the same.}

Amend Section 307.4.1 Bonfires, to read as follows:

307.4.1 Bonfires. Bonfires are prohibited in the City of Grapevine.

Amend Section 307.4.2 Recreational Fires, to read as follows:

307.4.2 Recreational fires. Recreational fires are prohibited unless conducted in an outdoor fireplace, fire pit or other approved device or appliance designed for such purpose and located at least 25 feet from a structure or combustible material. Conditions which could spread a fire to within 25 feet (7620 mm) shall be eliminated prior to ignition.

Exception:

Permanent outdoor fire pits using fuel gas for recreational fires shall not be installed within 10 feet of structures or combustible material.

Amend Section 307.4 Location by adding Section 307.4.4 Trench Burns, to read as follows:

307.4.4 Trench Burns. Trench Burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

Amend Section 307.5 Attendance, to read as follows:

307.5 Attendance. Open burning, trench burns, or recreational fires shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

Amend Section 308.1.1 Where Prohibited, by adding a paragraph to read as follows:

Unmanned free-floating devices containing an open flame or other heat source, such as but not limited to sky lanterns shall be prohibited.

Amend Section 308.1.4 Open-Flame Cooking Devices, to read as follows:

308.1.4 Open-flame cooking devices. Open flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated on combustible balconies, decks or within 10 feet of combustible construction.

Exceptions:

1. One and two family dwelling, except that LP gas container are limited to a water capacity not greater than 50 pounds, 22.68 kg) nominal 20 pound (9.08 kg) LP gas capacity, with an aggregate LP gas capacity not to exceed 100 lbs (5 containers).
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, except that LP gas container are limited to a water capacity not greater than 50 pounds, 22.68 kg) Nominal 20 pound

LP gas capacity, with an aggregate LP gas capacity not to exceed 40 lbs.(2 containers)

3. *no change*

Amend Section 308.1.6.2, Exception #3 to read as follows:

Exceptions:

3. Torches or flame producing devices in accordance with Section 308.1.3.

Amend Section 311.5 Placards, to read as follows:

311.5 Placards. The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards, as required by Section 311.5.1 through 311.5.5.

Add Section 401.9 False Alarms and Nuisance Alarms as follows:

401.9 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled, transmitted, caused or permitted to be given, signaled or transmitted in any manner.

Amend Section 501.4 Timing of Installation, to read as follows:

501.4 Timing of installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

Exception: When approved alternative methods of protection are provided.

Amend Section 503.1.1 Buildings and facilities, by adding the following to the first paragraph:

Except for single- and two-family residences, the path of measurement shall be along a minimum of a ten feet (10') wide unobstructed pathway around the external walls of the structure.

Amend Section 503.2.1 Dimensions, to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115

mm). Fire lanes located next to buildings with floors higher than 48 feet shall be required to have an unobstructed fire lane width of no less than 35 feet and shall be no farther than 35 feet from the base of the building.

Amend Section 503.2.3 Surface to read as follows:

503.2.3 Surface. Facilities, buildings or portions of buildings hereafter constructed as required in Section 503.1.1 shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved surface capable of supporting the imposed load of fire apparatus weighing at least 95,000 pounds (34 050 kg) so as to provide all weather driving capabilities.

Amend Section 503.2.7 Grade, to read as follows:

503.2.7 Grade. Fire Apparatus access roads shall not exceed 7 percent in grade.

Exception: Grades steeper than 7 percent as approved by the fire chief.

Amend Section 503.3 Marking, to read as follows:

503.3 Marking. Fire lanes are required to be identified by approved striping or signs and shall remain legible at all times to identify such roads and prohibit the obstruction thereof. If striping of the fire lane is not feasible, approved signs may be used in accordance with this section. Where a curb is available, the striping shall be on the vertical face of the curb.

1. Striping – Fire apparatus access roads (fire lanes) shall be marked by painted lines of red paint, six inches in width to show the boundaries of the lane. The words “Fire Lane, No Parking, Tow Away Zone” shall appear in four inch white letters with a one inch stroke centered on the red stripe at no more than 25 foot intervals.
2. Signs – If signs are used, the signs shall read “FIRE LANE NO PARKING TOW AWAY ZONE” and shall be 12 inches wide by 18 inches high. Signs shall be painted on a white sign with red letters and a red border, using not less than 2 inch lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet six inches above finish grade. Signs shall be spaced no more than 50 feet apart. Signs may be installed on permanent buildings or walls or as approved by the fire code official.

Amend Section 503.4 Obstruction of Fire Apparatus Access Roads, to read as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths

and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times. Unattended vehicles parked in a fire lane are subject to being towed at the owner's expense.

Exception: The temporary loading or unloading of passengers or contents, the vehicle operator shall not leave the vehicle unattended at any time. The vehicle must be capable of being moved at any time.

Amend Section 503.4.1 Traffic Calming Devices, to read as follows:

503.4.1. Traffic Calming Devices. Traffic calming devices shall be prohibited unless approved by the fire code official. Where approved and the traffic calming device is a speed hump, it shall be constructed as not to exceed the height of five (5) inches and a rise at the ratio of two to one and shall be located not less than 100 feet apart.

Amend Section 502 Definitions. To read as follows:

502.1 Definitions. The following terms are defined in Chapter 2.

SECURITY GATE.
OWNER,
LIGHT DUTY METAL CHAIN
MAIN GATE

Amend 503.6 Security gates, to read as follows:

503.6 Security gates. Where security gates are installed, they shall be installed to comply with this section. The security gates and the emergency operation shall be maintained operational at all times. Electric gates operators where provided shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

503.6.1 Minimum requirements. Security gates and gates securing fire apparatus access roads shall meet the following criteria:

1. The minimum gate width shall not be less than 24 feet.
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replace or repaired when defective.

5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access by the means of a KNOX brand key switch. Emergency opening devices shall be approved by the fire code official.
6. Electric gates may also be required to be equipped with a specialized automatic opening system as specified by the fire code official.
7. A manual means of releasing an electric gate shall be made available. A separate manual release box shall be installed on all electrical gates and secured with a KNOX padlock on the exterior side of the gate.
8. Manual opening gates that are to be locked shall be equipped with a KNOX padlock to allow emergency access by the fire department.
9. Locking device specifications shall be submitted for approval by the fire code official.

503.6.2 Main gates

1. Main gates shall be located at least thirty (30) feet back from the inside edge of the sidewalk, or forty (40) feet from the edge of the public way.
2. All main gates shall be electrically operated, with a manual disconnect in case of power failure. The manual disconnect is to be placed in a weather tight box, with a piano type hinge on one side and a KNOX BOX padlock and hasp on the other side.
3. All main gates shall open with the fire department KNOX key-operated switch. The KNOX key-operated switch shall be provided and install by the owner. The key-operated switch is to be located ten (10) feet from the gate, on the left side of the approach, placed on a pedestal with the key switch facing the fire lane. The key switch shall be no closer than four (4) feet six (6) inches or no farther than five (5) feet six (6) inches from the ground.
4. When a security gate is installed with a median, the entry side of the gate shall have a minimum opening and driving surface of twenty (20) feet.

Amend Section 506.1 Where required, to read as follows:

506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be

installed in an approved location. The key box shall be manufactured by the KNOX Company and shall contain keys to gain necessary access as required by the fire code official. The fire code official is also authorized to require specialized automatic opening systems as needed. The specialized systems shall be compatible with the fire department.

Amend Section 507.4 Water Supply Test, to read as follows by adding this sentence:

507. 4 Water supply test The water supply test used for hydraulic calculation of fire protection systems shall have been conducted within one year of the fire protection system plan submittal.

Amend Section 507.5.1 Where required, to read as follows:

507.5.1 Where required. The fire hydrants shall be installed at the location directed by the city engineer or as directed by the fire code official. Unless approved by the city engineer and the fire code official, fire hydrants shall have a maximum spacing of 500 feet in residential areas and 300 feet in commercial or mercantile areas. They shall be set truly vertical and securely braced with concrete blocks until self-standing, and shall be surrounded with a minimum of seven cubic feet of washed gravel or stone. Installation details are to be shown on the plans.

Fire hydrants shall be installed according to the Grapevine Code of Ordinances.

Amend Section 507.5 Obstruction, to read as follows:

507.5 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Amend Section 509.1 Identification, by adding Section 509.1.2 Sign Requirements to read as follows:

509.1.2 Sign Requirements: Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of two (2 inches) when located inside a building and four (4) inches when located outside, or as approved by the fire code official. The letters shall be of a color that contrasts with the background.

Amend Section 603.3.2.1 Exception, to read as follows:

603.3.2.1 Exception: The aggregate capacity limit shall be permitted to be increased to 3,000 gallons (11,356L) in accordance with all requirements of Chapter 57. (*Delete remainder of Exception*)

Amend Section 603.3.2.2 Restricted Use and Connection, to read as follows:

603.3.2.2 Restricted use and connection. Tanks installed in accordance with Section 603.3.2 shall be used only to supply fuel oil to fuel-burning equipment installed in accordance with Section 603.3.2.4. Connection between tanks and equipment supplied by such tanks shall be made using closed piping systems.

Amend Section 704.1 Enclosure, to read as follows:

704.1 Enclosure. Interior vertical shafts, including but not limited to stairways, elevator hoistways, service and utility shafts, that connect two or more stories of a building shall be enclosed or protected in accordance with the codes in effect at the time of construction but, regardless of when constructed, not less than as required in Chapter 11. New floor openings in existing buildings shall comply with the International Building Code.

Amend Section 807.4.3.2 Artwork and 803.4.2 Artwork, by adding an exception to read as follows:

Exception: Walls decorations of children's art work and teaching materials shall be limited to single dimension wall hangings not to exceed 50 percent of the wall area if the corridor is protected by an automatic sprinkler system installed according to Section 903.3.1.1.

Amend Section 901.2 Construction Documents, by adding sentence to read as follows:

901.2 Construction documents. ... Approved plans shall be on site at all times during construction, inspections and testing.

Amend Section 901.4.3 Fire Areas, to read as follows:

Section 901.4.3 Fire Areas. The aggregate floor area of a building regardless of fire walls, fire barriers, fire partitions, or demising walls. For purposes of calculating fire protection system requirements the total building will be considered one structure.

Amend Section 901.7 Systems Out of Service, to read as follows:

901.7 Systems out of service. Where a required fire protection system is out of service or in the event of an excessive number of activations, the fire department and the fire code official shall be notified immediately and, where required by the fire code

official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service. *remaining text is unchanged.*

Amend Section 901.9 Termination of Monitoring Service, to read as follows:

901.9 Discontinuation or change of monitoring service. Notice shall be made to the fire code official whenever contracted alarm services for monitoring of any fire alarm system are terminated for any reason or a change in alarm monitoring provider occurs. Notice shall be made in writing to the fire code official by the building owner or the alarm service provider prior to the service being terminated.

Amend Section 903.1.1 Alternative Protection, to read as follows:

903.1.1 Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard or as approved by the fire code official.

Amend Section 903.2 Where Required, to read as follows:

Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section.

Exception remains as is.

Approved automatic sprinkler systems shall be installed in all stories of buildings three or more stories in height including Group R, Division 3, Private Dwelling Units.

Section 903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exist:

1. The floor area, regardless of fire rated separations, exceeds 6,000 square feet;
2. The floor area has an occupant load of 300 or more;
3. The floor area is located on a floor other than the level of exit discharge or
4. The floor area contains a multi-theater complex.

Section 903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exist:

1. The floor area exceeds 5,000 square feet;
2. The floor area has an occupant load of 100 or more.
3. The floor area is located on a floor other than the level of exit discharge.

Section 903.2.1.3 Group A-3. an automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exist:

1. The gross floor area, including mezzanines, regardless of fire rated separations, exceeds 6,000 square feet;
2. The floor area has an occupant load of 300 or more; or
3. The floor area is located on a floor other than the level of exit discharge.

Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.

Section 903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following exists:

1. The floor area, including mezzanines, regardless of fire rated separations, exceeds 6,000 square feet;
2. The floor area has an occupant load of 300 or more; or
3. The floor area is located on a floor other than the level of exit discharge.

Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.

Section 903 Automatic sprinkler systems is hereby amended as follows:

Section 903.2.1.6 Group B. An automatic sprinkler system shall be provided throughout all buildings containing a Group B occupancy where one of the following exists:

1. Where a Group B gross floor area, including mezzanines, regardless of fire separation, exceeds 6,000 square feet; or
2. Where a Group B floor area is located three or more stories above grade.

Section 903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E occupancies with a gross floor area, including mezzanines, regardless of fire rated separations greater than 6,000 square feet in area.
2. Throughout every portion of educational buildings below the level of exit discharge.

Section 903.2.3.4 Group F. An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:

1. Where a gross floor area, including mezzanines, regardless of fire rated separations, exceeds 6,000 square feet; or
2. Where a Group F fire floor area is located three or more stories above grade plane.

Section 903.2.4.1 Woodworking operations. An automatic sprinkler system shall be provided throughout all Group F occupancy gross floor areas that contain woodworking operations in excess of 2,500 square feet in area (232 m²) which generate finely divided combustible waste or which use finely divided combustible materials.

Section 903.2.6 Group I. An automatic sprinkler system shall be provided throughout buildings with a Group I floor area.

Exception:

1. An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group I-1 facilities.

2. An *automatic sprinkler system* installed in accordance with Section 903.3.1.3 shall be allowed in Group I-1 facilities when in compliance with all of the following:

2.1. A hydraulic design information sign is located on the system riser.

2.2. Exception 1 of Section 903.4 is not applied; and

2.3. Systems shall be maintained in accordance with the requirements of Section 903.3.1.2.

Section 903.2.7. Group M, An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. Where a Group M gross floor area, including mezzanines, regardless of fire rated separations exceeds 6,000 square feet;
2. Where a Group M floor area is located three or more stories above grade plane.

Section 903.2.8. Group R, An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception: Group R3 occupancies that do not exceed 6,000 square feet.

(Remainder is unchanged)

Section 903.2.9 Group S, An automatic sprinkler system shall be provided throughout all buildings containing a Group S occupancy where one of the following conditions exists:

1. A Group S gross floor area, including mezzanines, regardless of fire rated separations exceeds 6,000 square feet;
2. A Group S floor area is located three or more stories above grade plane; or
3. The Group S occupancy is used as an open or enclosed parking garage.

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings that contain a repair garage or any building used as repair garages when the fire area of the building exceeds 6,000 square feet regardless of fire rated separations. All buildings with a repair garage servicing vehicles in a basement shall be provided with a fire sprinkler system.

Add Section 903.2.9.3 Self-service storage facility, to read as follows

Section 903.2.9.3 Self-service storage facility. An automatic sprinkler system shall be installed throughout all self-storage facilities:

Exception: One-story self-service storage facilities that have no interior corridors, with a one-hour fire barrier separation wall installed between every storage compartment.

903.2.9.10 Group S-2 is hereby deleted in its entirety

Amend Section 903.2.11.3 to read as follows

Section 903.2.11.3 High Rise Buildings. An automatic sprinkler system shall be installed throughout buildings with a floor level that meet the definition of a high rise as defined in this code.

Add sections 903.2.11.7, 903.2.11.8 and 903.2.11.9 to read as follows

903.2.11.7 High-piled combustible storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray booths and rooms New and existing spray booths and spraying rooms shall be protected by an approved fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 square feet. An automatic sprinkler system shall be installed throughout all buildings over 6,000 square feet and greater, and in all existing buildings that are enlarged to be 6,000 square feet or greater, and in buildings greater than 6,000 square feet which are enlarged. For purpose of this provision, fire walls shall not define separate buildings.

Exceptions:

1. Open parking garages in compliance with Section 406.3 of the International Building Code.
2. When of non-combustible construction, the area of awning extension or free-standing canopies, both sides, and not used for display or storage shall not be considered for requiring sprinkler protection for areas greater than 6,000 square feet but less than otherwise required in this Code.

903.2.11.10 Expanded Tenant Spaces. Fire Sprinklers shall be installed in all tenant spaces where the total fire area exceeds 6,000 square feet. For the purpose of fire sprinklers, fire walls shall not be used to separate single tenant fire areas.

Amend by adding **Section 903.2.14** as follows

903.2.14. Required in all occupancies in the 300 and 400 blocks of South Main Street

1. Approved automatic sprinkler system shall be provided in all buildings and structures, both new and existing, in the 300 and 400 blocks of South Main Street, in the City of Grapevine, Texas.
2. Buildings and structures in the 300 and 400 blocks of South Main Street in the City of Grapevine, Texas that are already existing on the date of passage of this ordinance must comply with this requirement within six (6) months after the passage of this ordinance.

3. Owners of buildings and structures in the 300 and 400 blocks of South Main Street in the City of Grapevine, Texas that are already existing on the date of passage of this ordinance shall be eligible to participate in a Cost Sharing Program with all requirements of that program and agree to Participate no later than December 21, 2007. Such cost share agreement may allow for a revised Fire Sprinkler connection fee different from the fee required by the Grapevine Code of Ordinances, Chapter 25, Utilities and Services, Section 25-28 (4)b.

4. Regardless of whether owners of the above described buildings participate in the cost sharing program, the requirement to provide sprinkler systems shall apply.

Add paragraph to Section 903.3 Installation requirements, to read as follows:

Buildings required to be sprinklered per Section 903 shall have a hydraulically designed sprinkler system that meets all the requirements of the Fire Code and Building Code. Standpipes may be combined with the sprinkler system.

Section 903.3.1.1.1 Exempt Locations; amend to read as follows:

903.3.1.1.1 Exempt locations. When approved by the code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Elevator machine rooms, machinery spaces, and hoistways other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

Amend Section 903.3.1.3 to read as follows

903.3.1.3 NFPA 13D sprinkler systems. Where allowed, automatic sprinkler systems installed in one and two family dwellings Group R-3 and R-4 congregate living facilities

and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

Amend Section 903.3.5; add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every fire protection system shall be designed with not less than a 10 p.s.i. safety factor.

Amend Section 903.4; by adding a second paragraph after the exceptions to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor. Each floor shall be equipped with a floor isolation valve that includes this water flow detector. Activation of the sprinkler system shall cause an alarm upon detection of water flow for more than 45 seconds indicating the appropriate floor on the fire alarm control panel. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Amend Section 905.2 to read as follows

905.2 Installation standards. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

Amend Section 905.3.2 to read as follows

905.3.2 Group A. Class I wet standpipes shall be provided in Group A buildings having an occupant load exceeding 1,000 persons.

Section 905.3.2; delete exceptions #1 and #2.

Section 905.4, item #5; change to read as follows:

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located either . . . {remainder of paragraph unchanged} .

Section 905.9; add a second paragraph after the exceptions to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor. Each floor shall be equipped with a floor isolation valve that includes this water flow detector. Activation of the sprinkler system shall cause an alarm upon detection of water flow for more than 45 seconds indicating the appropriate floor on the fire alarm control panel. All control valves in the sprinkler and standpipe systems except for fire

department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Add Section 907.1.4 to read as follows:

907.1.4 Design Standards. All alarm systems, new or replacement shall be addressable fire detection systems. Alarm systems serving more than 20 smoke detectors shall be analog addressable fire detection systems.

Exception: Existing systems need not comply unless the total building remodel or expansion initiated after the effective date of this code, as adopted, exceeds 30% of the building. When cumulative building remodel or expansion exceeds 50% of the building, the fire alarm system shall be brought into compliance with this code within 18 months of permit application.

Add the following sentence to Section 907.2 Where required – new buildings and structures, to read as follows:

A weather proof external strobe device is to be installed above the fire department connection on all buildings that have an automatic fire sprinkler system installed or as close as practical.

Section 907.2.1; change to read as follows:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies where the occupant load is 300 or more persons or more than 100 persons above or below the level of exit discharge.

Exception: *Unchanged*

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot candle (11lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communications system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space,

all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Section 907.2.3; *change exception #1 and add exception #1.1 to read as follows:*

1. A manual fire alarm system is not required in Group E educational and day care occupancies with an occupant load of less than 30 when provided with an approved automatic sprinkler system.
 - 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

Amend Section 907.2.13 to read as follows

907.2.13 High-rise buildings. High rise buildings shall be provided with an automatic fire alarm system in accordance with Section 904.2.13.1, a fire department communication system in accordance with Section 907.2.13.2 and an emergency voice/alarm communications system in accordance with Section 907.5.2.2.

Section 907.2.13, *exception #3; change to read as follows:*

Buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*, when used for open air seating; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.

Amend Section 907.6.1 to read by adding the following sentence

907.6.1 Wiring. All fire alarm systems shall be installed in such a manner that the failure of any single alarm-actuating or alarm-indicating device will not interfere with the normal operation of any other such devices.

Amend Section 910.3.2.2 to read by adding the following sentence as follows:

The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Section 912.2 amend by adding Section 912.2.3 to read as follows:

912.2.3 Hydrant distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

Section 913.1; amend by adding second paragraph and exception to read as follows:

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 feet in width and 6 feet 8 inches in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by Section 506.1.

Section 913.1 General; changed to read as follows:

913.1 General. Where provided, fire pumps shall be installed in accordance with this section and NFPA 20. All structures required to have a fire pump shall not share piping or fire pumps with other structures.

Amend Section 913.4 Valve supervision by adding second paragraph to read as follows:

913.4 Valve supervision. Where provided, the fire pump suction, discharge and bypass valves, and the isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods.

1. Central-station, proprietary, or remote-station signaling service.
2. Local signaling service that will cause the sounding of an audible signal at a constantly attended location.
3. Locking valves open.
4. Sealing of valves and approved weekly recorded inspection where valves are located within fenced enclosures under the control of the owner.

The fire-pump system shall also be supervised for “loss of power”, “phase reversal” and “pump running” conditions by supervisory signal on distinct circuits.

Amend Section 1008.1.9.8; to read as follows:

1008.1.3.4 Access-controlled egress doors. In fully sprinklered buildings the entrance doors in a means of egress in buildings with an occupancy...*{remainder of section unchanged}*.

Amend Section 1020.1.7 to read as follows

1020.1.7 Smokeproof enclosures. In buildings required to comply with Section 403 or 405 of the International Building Code, each of the exits of a building that serves stories where any floor surface is located more than 55 feet above the lowest level of fire department access . . . *{remainder of section unchanged}*.

Amend Section 1028.3 Obstructions. To read as follows:

1028.3 Obstructions. A means of egress shall be free from obstructions that would prevent its use, including the accumulation of snow and ice and any other equipment, vehicle, device or appliance where its presence would obstruct or render the exit hazardous, such as but not limited to; motorcycles, gasoline and propane gas fueled equipment, bar-b-que grills, combustible and noncombustible storage, etc..

Amend Section 1103.5 Sprinkler systems. To read by adding as follows:

1103.5.3 Spray booths and rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

Amend Section 2401.2 Non-applicability. By deleting this section

Amend Section 3103.8.3 Location of structures in excess of 15,000 square feet in area. to read as follows

3103.8.3 Location of structures in excess of 15,000 square feet in area. Membrane structures having an area of 15,000 square feet (1394 m²) or more shall be located not less than 20 feet from any other tent or structure as measured from the sidewall of the tent or membrane structure unless joined together by a corridor.

Amend Section 3301.1.3 to read as follows:

3301.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

1. When approved by the code official for fireworks displays, the storage and handling of necessary fireworks as provided for in Sections 5604 and 5608.
2. The use of fireworks for approved display as permitted in Section 5608.

Amend **Section 3604.2** to add an exception:

3604.2 Standpipes.

Exception:

Existing marinas with approved fire protection provided by at least two mobile fire pumps with firefighting equipment kept in approved locations. New marinas shall be equipped with Standpipes per Section 3604.2.

Amend **Section 5706.2.8** by adding:

5706.2.8 Dispensing from tank vehicles

5706.2.8.2 Mobile Tank Vehicles. It shall be unlawful for any person, to sell or dispense fuel from a mobile tank vehicle for purposes of retail sales such as a service station.

APPENDIX D FIRE APPARATUS ACCESS ROADS

Amend **Section D102.1 Access and Loading** to read as follows:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved all weather driving surface capable of supporting the imposed load of fire apparatus weighing at least 95,000 pounds.

Amend **Section D103.2 Grade** to read as follows:

D103.2 Grade. Fire apparatus access roads shall not exceed 7 percent in grade.

Exception: Grades steeper than 7 percent as approved by the fire chief.

Amend **Table D103.4 Requirements for Dead End Fire Apparatus Access Roads;** to read as follows

Access road length of 0-150 feet, change width column from 20 to 24.

Access road length of 150 – 500 feet, change width column from 20 to 35.

Access road length of 501-750 feet, change the width column from 26 to 35.

The rest of the table remains unchanged.

Amend Section D103.5 Fire apparatus access road gates item # 1 to read as follows

1. The minimum gate width shall be 20 feet (6096 mm) where there are two or more lanes with or without a divider or median. The width shall be no less than 24 feet where there is only one lane of travel.”

Section 3. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed 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 4. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect.

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

Section 6. That the fact that the present ordinances and regulations of the City of Grapevine, Texas are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Grapevine, Texas, creates 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 August, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: AUGUST 5, 2014

SUBJECT: APPROVAL TO RENEW HEALTH PLAN BROKERAGE
SERVICE AGREEMENT

RECOMMENDATION:

City Council to consider approval to renew an annual contract for Brokerage Services with McGriff Seibels & Williams, Inc. for the City's Self-Funded Medical Program, Stop Loss, and Pharmacy Benefit Manager.

FUNDING SOURCE:

Funds are available in account 100-44540-109-1 (Professional Services) in the estimated amount of \$60,000.

BACKGROUND:

The purpose of this contract is to establish annual pricing for Brokerage Services for the City's Self-Funded Medical Program, Stop Loss, and Pharmacy Benefit Manager. McGriff Seibels & Williams, Inc. has agreed to renew the contract with a \$5,000 annual decrease. McGriff Seibels & Williams, Inc. has provided these services to the City in the past with successful results.

Staff recommends approval.



Brokerage Service Agreement

THIS BROKERAGE SERVICE AGREEMENT (this "Agreement") is between **MCGRIFF, SEIBELS & WILLIAMS** ("MSW") and **City of Grapevine** (the "Client").

The Client and MSW agree as follows:

1. MSW will solicit, negotiate and service insurance policies for the Client for the coverages described on Exhibit A hereto (Insurance Placement) and provide the employee benefit management services described on Exhibit B hereto (Employee Benefit Management Services).
2. The Client will provide MSW with all information necessary to enable MSW to provide Insurance Placement and Employee Benefit Management Services.
3. Remuneration:
 - A. The Client will pay MSW a fee in the amount of \$60,000 (the "Fee") for Insurance Placement and Employee Benefit Management Services.
 - B. The Fee will be payable upon receipt of an annual invoice by the Client.
 - C. If MSW receives commission from one or more insurance companies and/or intermediaries for the placement of insurance policies for the coverages described on Exhibit A (a "Commission"), the Fee will be reduced by the amount of such Commission. Final adjustments to the Fee amount will be made by MSW after the determination and receipt by MSW of all Commissions, net of any adjustments pursuant to any audit, endorsement, accounting reconciliation or other applicable business process.
 - D. The Client acknowledges that:
 - i. receipt of such Commission constitutes remuneration of MSW for placement of the applicable insurance policies;
 - ii. the remaining Fee does not include remuneration of MSW for placement of the insurance policies for which MSW receives Commission; and
 - iii. the remaining Fee is separate from and in addition to any such Commission.

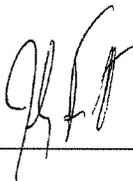
- E. With respect to Insurance Placements and/or Employee Benefit Management Services undertaken on behalf of the Client that are not contemplated by this Agreement, MSW may be compensated pursuant to a separate Broker Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements. MSW will make information regarding such Agreements and compensation available to the Client upon request.
4. With respect to any insurance placement or employee benefit management services for which MSW's compensation is fee-based in whole or part, MSW will not execute or accept any monetary compensation pursuant to any (1) market service agreement, (2) placement service agreement, or (3) agreement providing for any bonus, override or contingency that would be received from any type of intermediary or insurance company. Further, MSW will instruct all insurance companies to exclude insurance policies from any contingency agreements, bonuses and overrides if MSW receives a fee for placement of such policies. This does not preclude MSW from accepting non-monetary awards, including trips and other prizes, which MSW believes are important for professional and business development.
 5. MSW reserves the right to engage business partners and service providers owned by, or under the control of, MSW or BB&T Corporation in connection with the execution of Brokerage Services Agreements. Use of these business partners and service providers including but not limited to CRC Insurance Services, Inc.; American Coastal Insurance Company; AmRisc, LP; Prime Rate Premium Finance Corporation or affiliates; or BB&T Assurance Company, Ltd., could result in the accrual of additional income to BB&T Corporation.
 6. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of Texas.
 7. This Agreement commences on 8/1/2014 and ends on 7/31/2015, unless terminated prior to that date by either party hereto on 30 days' notice to the other party.

IN WITNESS WHEREOF, the Client and MSW have executed this Agreement.

MSW

Client

By: _____



By: _____

Name: Johnny Fontenot

Name: Bruno Rumbelow

Title: Executive Vice President

Title: City Manager

EXHIBIT A

The Client has requested Insurance Placement for the following lines of coverage.

Self Funded Medical Program
Stop Loss
Pharmacy Benefit Manager

MSW will negotiate the pricing and terms of the coverage's with selected insurance companies and/or intermediaries. At the end of the marketing process and upon the Client's request, MSW will provide the Client with a report summarizing the results of such negotiations.

In connection with the coverage's listed above, MSW will provide the following services during the term of this Agreement:

- a. Confirmation of evidence of insurance (binders, cover notes) or the status of a placement will be provided and delivered to Client prior to the renewal date;
- b. Arrangement of periodic meetings with Client at mutually agreed upon times to discuss pertinent topics;
- c. Timely issuance of certificates of insurance.
- d. Provision of claim status reports upon reasonable request;
- e. Provision of loss runs upon reasonable request; and
- f. Check insurance policies for accuracy.

EXHIBIT B

MSW will provide the following Employee Benefit Management Services for the Client:

- 1) Orchestration of medical plan design
- 2) Pro forma forecast for annual budgeting process
- 3) Regular program review bi-monthly meetings
- 4) Management and oversight of third party administrator
- 5) PPO Network and Employee Assistance Plan
- 6) Disbursements management for the Self-Funded Group Medical
- 7) Reinsurance negotiation to include prior year retrieval from reinsurance
- 8) Review of all service provider contracts
- 9) RFP preparation and evaluation

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: AUGUST 5, 2014
SUBJECT: APPROVAL FOR THE SALE OF CITY SURPLUS AND
CONFISCATED PROPERTY

RECOMMENDATION:

City Council to consider approval for the sale of property listed in Exhibit "A" as surplus and confiscated property and authorizes their sale through public auction.

BACKGROUND:

This request is for approval of the sale of surplus and confiscated property as listed in Exhibit "A". The City currently has various types of office furniture and confiscated DVDs ready for auction due to equipment age or condition. Staff has considered age, cost of operation and/or life to date maintenance costs when classifying property as surplus. Other items for auction are property deemed confiscated.

Staff recommends approval.

LW

Exhibit "A"
August 5, 2014

CC ITEM #9

1. Estimated 15 ea. Office Chairs.
2. Estimated 4 ea. Desks.
3. Estimated 5 ea. Desk Hutches.
4. Estimated 1 ea. Small Book Case.
5. Estimated 2 ea. 2 Drawer Horizontal File Cabinets.
6. Estimated 1 ea. Small Table.
7. Estimated 1ea. Refrigerator.
8. Estimated 1ea. 2 Drawer Dresser.
9. Estimated 3 ea. 2 Drawer File Cabinets.
10. Estimated 255 ea. DVD's.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: AUGUST 5, 2014

SUBJECT: RENEWAL OF CONTRACTS FOR ALTERNATE MUNICIPAL COURT JUDGES

RECOMMENDATION:

Staff recommends that the City Council approve the attached contracts to reappoint Judge Brad Bradley as First Alternate Municipal Court Judge to substitute in the temporary absence of the Presiding Municipal Court Judge and Judge Terry Leach to substitute in the temporary absence of the Presiding Municipal Court Judge and the First Alternate Judge and Judge Alan Wayland as an Alternate Municipal Court Judge to substitute in the temporary absence of the Presiding Municipal Court Judge.

FUNDING SOURCE:

The Municipal Court's budget allocates \$7,000 under 100-44540-107-1 Legal Services for compensation of the Alternate Judges.

BACKGROUND INFORMATION:

The Grapevine Municipal Court of Record Statute [Texas Government Code Section 30.694(j)] and the related City Ordinance [Section 8-2(c) of the Grapevine Code of Ordinances] provide for the City Council's appointment of one or more qualified persons to serve in the temporary absence of the Presiding Municipal Judge.

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

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

The tenure of this appointment shall be (1) one year from the date of said signed contract. However, the Alternate Judge of the Municipal Court may be removed by a majority vote of the City Council for incompetency, corruption, misconduct or malfeasance in office, after due notice and an opportunity to be heard in his defense. Also, following due procedure, the Alternate Judge of the Municipal Court may be removed from office by City Council resolution declaring a lack of confidence in the Judge.

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

Moreover, the Alternate Municipal Judge shall each year satisfy the annual continuing Judicial Education requirements of the State Government Code, Section 29.008 without compensation or reimbursement for such certification from the City of Grapevine.

The Alternate Judge shall be compensated up to a maximum of \$7,000 for the services rendered by him on behalf of the City of Grapevine, Texas as documented by the Court Administrator.

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

Signed this the _____ day of _____, 2014.

City of Grapevine, Texas

By: _____
Brad Bradley
Alternate Municipal Judge

By: _____
Bruno Rumbelow
City Manager

ATTEST:

Jodi Brown
City Secretary

APPROVED:

City Attorney

David Florence
Municipal Court Judge

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

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

The tenure of this appointment shall be (1) one year from the date of said signed contract. However, the Alternate Judge of the Municipal Court may be removed by a majority vote of the City Council for incompetency, corruption, misconduct or malfeasance in office, after due notice and an opportunity to be heard in his defense. Also, following due procedure, the Alternate Judge of the Municipal Court may be removed from office by City Council resolution declaring a lack of confidence in the Judge.

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

Moreover, the Alternate Municipal Judge shall each year satisfy the annual continuing Judicial Education requirements of the State Government Code, Section 29.008 without compensation or reimbursement for such certification from the City of Grapevine.

The Second Alternate Judge shall be compensated \$60.00 per arraignment, \$60 per warrant and \$300 per Court Session for services rendered by him on behalf of the City of Grapevine, Texas as documented by the Court Administrator.

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

Signed this the _____ day of _____, 2014.

City of Grapevine, Texas

By: _____
Terry Leach
Alternate Municipal Judge

By: _____
Bruno Rumbelow
City Manager

ATTEST:

Jodi Brown
City Secretary

APPROVED:

City Attorney

David Florence
Municipal Court Judge

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

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

The tenure of this appointment shall be (1) one year from the date of said signed contract. However, the Alternate Judge of the Municipal Court may be removed by a majority vote of the City Council for incompetency, corruption, misconduct or malfeasance in office, after due notice and an opportunity to be heard in his defense. Also, following due procedure, the Alternate Judge of the Municipal Court may be removed from office by City Council resolution declaring a lack of confidence in the Judge.

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

Moreover, the Alternate Municipal Judge shall each year satisfy the annual continuing Judicial Education requirements of the State Government Code, Section 29.008 without compensation or reimbursement for such certification from the City of Grapevine.

The Alternate Judge shall be compensated up to a maximum of \$7,000 for the services rendered by him on behalf of the City of Grapevine, Texas as documented by the Court Administrator.

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

Signed this the _____ day of _____, 2014.

City of Grapevine, Texas

By: _____
Alan Wayland
Alternate Municipal Judge

By: _____
Bruno Rumbelow
City Manager

ATTEST:

Jodi Brown
City Secretary

APPROVED:

City Attorney

David Florence
Municipal Court Judge

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: AUGUST 5, 2014
SUBJECT: COWBOYS GOLF COURSE LEASE TRANSFER

RECOMMENDATION:

Consider the approval of a Waiver of Rights of First Refusal and Consents to Assignment of Lease and Sublease for the Cowboys Golf Club.

BACKGROUND:

The tenant, Grapevine Golf, L.P., a Delaware limited partnership (the Tenant), along with certain related entities, has entered into a purchase agreement dated June 12, 2014 (the Purchase Agreement) with CF Arcis X LLC, a Delaware limited liability company (the Purchaser). The Purchase Agreement contemplates the sale to Purchaser of 48 golf courses throughout the United States, including the Cowboys Golf Club. The total allocated purchase price for the Cowboys Golf Club is \$18,000,000.00.

Pursuant to the terms of the Purchase Agreement, Purchaser and the Tenant have agreed that, among other things, Tenant shall sell and assign, and Purchaser shall purchase and assume, Tenant's interests, rights, and obligations under the Amended and Restated Sublease Agreement dated September 21, 1999 and Lease Agreement dated August 2, 2000 (together, the Leases), which Leases are currently between the Tenant and City of Grapevine (the Assignment). At or prior to closing, Purchaser will partially assign its interest in the Purchase Agreement to acquire Tenant's interest in the Leases to CF Cowboys Arcis LLC, a Delaware limited liability company (the Assignee), which Assignee is a wholly-owned subsidiary of Purchaser.

_____, 2014

To: GRAPEVINE GOLF, L.P.
c/o CNL Lifestyle Properties, Inc.
450 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attention: Chief Financial Officer and General Counsel
Telephone No.: (407) 650-1000

CF COWBOYS ARCIS LLC
c/o CF Arcis X LLC
5221 N. O'Conner Blvd., Suite 700
Irving, Texas 75039
Attention: Blake S. Walker, James K. Noble
and Randy Brown
Telecopy No.: (972) 532-4301

Re: Cowboys Golf Club - Waiver of Rights of First Refusal and Consents to Assignment of Lease and Sublease

The City of Grapevine, Texas, a Texas municipal corporation (the "City"), has been advised that Grapevine Golf Club, L.P., a Delaware limited partnership (the "Grapevine GC") desires to assign to CF Cowboys Arcis LLC, a Delaware limited liability company (the "Assignee") its interests, rights, and obligations in the following: (i) that certain Amended and Restated Sublease Agreement dated September 21, 1999 by and between the City and Grapevine GC (as amended and assigned the "Sublease"); and (ii) that certain Lease Agreement dated August 2, 2000 by and between the City and Grapevine GC (as amended and assigned "Lease").

The Sublease provides in Section 10.0 that the Sublease may not be transferred, subleased or assigned without the prior approval of the City and the District Engineer, U.S. Army Corps of Engineers, Fort Worth District (the "District Engineer") as the landlord under that certain Lease Agreement granted to the City by the Secretary of the Army related to the Property (the "ACOE Lease"). Furthermore, the Lease provides in Section 10.0 that the Lease may not be transferred, subleased or assigned without the prior approval of the City.

The City hereby consents to the assignment of the Sublease and Lease to Assignee (the "Assignment") and agrees that it shall be bound to Assignee thereunder as if Assignee were the original Sublessee and Lessee under the Sublease and Lease, respectively. The City further fully releases Grapevine GC from any and all further liability under the Sublease and Lease, respectively, upon the effective date of the written Assignment, which Assignment shall provide that the Assignee agrees to be bound by terms of the Sublease and Lease for matters first accruing arising following the date of the Assignment.

The City hereby acknowledges and agrees that Grapevine GC has, pursuant to the terms of the Sublease and Lease, respectively, provided notice to the City as required under the provisions of Section 10.0 of the Sublease and Section 10.0 of the Lease, and the City hereby waives any and all rights, titles and interests in and to those certain "Rights of First Refusal" to assume operations of the Property as provided for and described in Section 10.0 of each of the Sublease and Lease as to the current transaction only.

Agreed to this ____ day of _____, 2014.

City:

CITY OF GRAPEVINE, TEXAS,
a Texas municipal corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ of the CITY OF GRAPEVINE, TEXAS, a Texas municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said entity and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day _____, 2014.

Notary Public, State of _____

(Typed or Printed Name of Notary)

My Commission Expires: _____

RICHARD E. ENGLEBRIGHT, JR.

richard.inglebright@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801
T: 407-418-6228 | F: 407-843-4444



June 16, 2014

**VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED
AND FEDERAL EXPRESS**

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

Bruno Rumbelow
City Manager
City of Grapevine, Texas
200 S. Main Street
Grapevine, TX 76051
817-410-3000

John F. Boyle, Jr., Esq.
Boyle & Lowry, L.L.P.
4201 Wingren, Suite 108
Irving, TX 75062-2763
972-650-7100

John McGrane
Director Administrative Services
City Manager
City of Grapevine, Texas
200 S. Main Street
Grapevine, TX 76051
Email: jmcgrane@grapevinetexas.gov

**Re: Cowboys Golf Club
Amended and Restated Sublease Agreement dated September 21, 1999 by and
between City of Grapevine, Texas, a Texas municipal corporation (the "City")
and Grapevine Golf, L.P., a Delaware limited partnership ("Grapevine GC")
(as amended and assigned the "Sublease"); and Lease Agreement dated
August 2, 2000 by and between the City and Grapevine GC (as amended and
assigned "Lease")**

Dear Sir or Madame:

This firm represents Grapevine GC, the lessee and sublessee under the above-referenced Lease and Sublease, respectively, pursuant to which the Grapevine GC leases and subleases from the City that certain golf course commonly known as Cowboys Golf Club located at 1600 Fairway Drive, Grapevine, Texas.

June 16, 2014

Page 2

The purpose of this letter is to request the consent of the City and the Fort Worth District Engineer, Army Core of Engineers (the "**District Engineer**"), to Grapevine GC's assignment of its interest in the Lease and Sublease. Furthermore, Grapevine GC requests that the City waive its rights of first refusal set forth in Section 10.0 of the Lease and Section 10.0 of the Sublease (together, the "**Rights of First Refusal**").

Specifically, Grapevine GC has entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated on or about June 12, 2014 by and between CF Arcis X LLC, a Delaware limited liability company (the "**Purchaser**"), Grapevine GC, and certain affiliates of Grapevine GC (the "**Purchase Agreement**"). Pursuant to the terms of the Purchase Agreement, Purchaser and Grapevine GC have agreed that, among other things, Grapevine GC shall sell and assign, and Purchaser shall purchase and assume, Grapevine GC's interests, rights, and obligations under the Lease and Sublease (the "**Assignment**"). At or prior to closing, Purchaser will partially assign its interest in the Purchase Agreement to acquire Grapevine GC's interest in the Lease and Sublease to CF Cowboys Arcis LLC, a Delaware limited liability company (the "**Assignee**"), which Assignee is a wholly-owned subsidiary of Purchaser.

As indicated above, the City has certain Rights of First Refusal under the Lease and Sublease in the event Grapevine GC desires to assign its interests in the Lease and Sublease. Furthermore pursuant to Section 10.0 the Sublease, prior to the sale and assignment by Grapevine GC of its interests in the Sublease, Grapevine GC is required to obtain the prior written consent of the City and District Engineer, which consent shall not be unreasonably withheld or delayed. Moreover, pursuant to Section 10.0 the Lease, prior to the sale and assignment by Grapevine GC of its interests in the Lease, Grapevine GC is required to obtain the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Additionally, Section 10.0 of each of the Lease and Sublease requires that: (i) Grapevine GC provide the City with all legal and financial information reasonably deemed necessary by City concerning the Assignee; and (ii) the Assignee must agree in writing to be bound by terms of the Lease and Sublease (the "**Consent Requirements**").

In satisfaction of the foregoing requirements, enclosed herewith please find an informational package regarding the Purchaser, Assignee and the Assignment, which package includes, among other things, information satisfying the Consent Requirements.

Upon the City's approval of the Assignee and the Assignment, Grapevine GC would kindly request that the City provide its written waiver of the Rights of First Refusal and written consent to the Assignment. In that regard, enclosed herewith please find for the City's review and approval that certain draft Waiver of Rights of First Refusal and Consents to Assignment of Lease and Sublease which is set up for execution by the City (the "**Consent**") and the certain draft Estoppel Certificate (the "**Estoppel**") or together with the Consent, the "**Assignment Documents**").

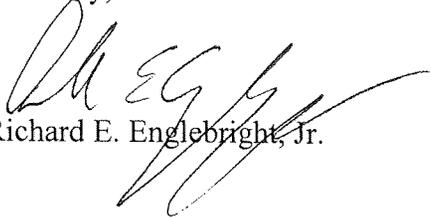
If the enclosed Assignment Documents meet with the City's approval, Grapevine GC would request that the City execute and have notarized four (4) originals of the Consent and executed three (3)

June 16, 2014
Page 3

original of the Estoppel and return the original executed and notarized Assignment Documents to our offices at 215 North Eola Drive, Orlando, Florida 32801. Thereafter, once Grapevine GC and the Assignee close on the Assignment, a fully executed copy of the assignment between Grapevine GC and Assignee, pursuant to which Assignee will agree in writing to be bound by terms of the Lease and Sublease, will be provided to the City.

Furthermore, Grapevine GC would kindly request that the City forward this request on to the District Engineer for its similar review and approval of the Assignment pursuant to Section 10.0 of the Sublease. Alternatively, if the City prefers, Grapevine GC can coordinate with the District Engineer directly to facilitate its review and approval of the Assignment. In that regard, upon receipt of this correspondence, please contact the undersigned regarding coordinating the District Engineer's approval of the Assignment. The undersigned can be reached regarding coordinating the District Engineer's approval or to provide any further information regarding the Assignment, Purchaser, or Assignee, at (407) 418-6228 or by email at richard.engebright@lowndes-law.com. Alternatively, if you cannot reach me, please feel free to contact my colleagues, Ormend Yeilding at (407) 418-6471 or by email at ormend.yeilding@lowndes-law.com or Allison Ramirez at (407) 418-6311 or by email at allison.ramirez@lowndes-law.com.

Sincerely,



Richard E. Englebright, Jr.

REE/jr
Enclosures

Key Leaders

Blake S. Walker

Mr. Walker is the CEO and Managing Partner of Arcis Equity Partners, LLC. He has been involved in all phases of the firm's development since its founding in April 2013. In his current role, Mr. Walker is primarily responsible for overseeing the strategic development and execution of daily operations. Prior to founding Arcis, Mr. Walker was the Chief Investment and Development Officer at ClubCorp. He was responsible for all domestic and international business development including club mergers, acquisitions and real estate development. Mr. Walker returned to ClubCorp in 2010 after serving as a Co-Founder and CEO of Pegasus Golf Partners, LLC (a large multi-course owner and operator of golf assets). Prior to his time at Pegasus, Mr. Walker served as ClubCorp's Senior Vice President of Acquisitions, where his responsibilities included golf and resort acquisitions, strategic planning and the raising of equity capital. Mr. Walker's past experience in the industry also includes serving as Director of Acquisitions at KSL Fairways, making leveraged investments in under-performing, mismanaged and under-capitalized situations within the golf and resort sector.

Mr. Walker holds a B.A. from Southern Methodist University in Dallas and currently serves as an advisory board member at the SMU Cox School of Business, and is a member of the Young Presidents' Organization.

Andrew R. Crosson

Mr. Crosson is a Senior Vice President of Acquisitions at Arcis. His role within the investment team is predominantly focused on sourcing and negotiating acquisition opportunities. Prior to joining Arcis, Mr. Crosson spent 25 years as a Founding Partner and Executive Vice President at both Cobblestone and Heritage Golf Group. During this time period, he completed over \$700M of golf investments. Mr. Crosson has a B.S. from the University of Utah.

David H. Lampe

Mr. Lampe is a Vice President of Acquisitions at Arcis. He is responsible for underwriting potential debt and equity investments, asset management, and sourcing. Prior to joining Arcis, Mr. Lampe was a Vice President with ClubCorp. While there, he specialized in underwriting new acquisition opportunities and capital projects. Previously, Mr. Lampe served as a Vice President with Pegasus Golf Partners, Director at Intrawest Corporation's Golf and Lodging Group, and Senior Consultant within Ernst and Young's Real Estate Advisory Group. Mr. Lampe holds both a B.B.A. and a B.A. from Southern Methodist University.

Robert J. Larkin

Mr. Larkin is a Vice President of Asset Management at Arcis. He has extensive experience in multi-course operations and asset management. Since joining Arcis, Mr. Larkin has been involved in the

daily oversight and asset management of Arcis' existing golf portfolio. Prior to his current role, Mr. Larkin served as a Senior Regional Manager at ClubCorp and Vice President at Pegasus. In both roles, he was responsible for the repositioning, integration, and asset management of golf and country clubs.

Charles D. Howe

Mr. Howe is a Vice President of Operations at Arcis. His role within the operations team is to ensure the effective operational integration of new acquisitions. Mr. Howe has a broad operational and asset management background. In his over 20-year career, he has served in a variety of leadership roles operationally both at KSL Resorts (collectively, 12 years at La Costa Resort and Spa, Doral Golf Resort and Spa, and La Quinta Resort and Club) and ClubCorp (6 years in multi-site operations). Mr. Howe holds a B.A. from Heidelberg University.

Patrick M. Damer

Mr. Damer is a Director of Membership and Sales at Arcis. Mr. Damer's current role includes the creation and implementation of all sales and membership programming. Prior to joining Arcis, he served in both a multi-course operations and sales capacity at ClubCorp and Pegasus, respectively. Mr. Damer has a B.S. from Michigan State University.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: AUGUST 5, 2014

SUBJECT: APPROVAL OF A RESOLUTION FOR AN ANNUAL CONTRACT FOR ETHERNET 100 MBPS INTERNET CIRCUIT SERVICES

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of Ethernet 100 MBPS Internet Circuit services one year contract from Qwest Communications Company, LLC. dba CenturyLink through a contract established by the State of Texas Department of Information Resources (DIR), Communications Technology Services (CTS) Cooperative Contracts Program.

FUNDING SOURCE:

Funding for this purchase is currently available in accounts 100-44525-101-2 (General Fund/Utilities/City Manager/Technology) for \$7,000.00 and 100-44525-120-1 (General Fund/Utilities/General Administration Services/Administration) for \$50,699.24 in the amount not to exceed \$57,669.24.

BACKGROUND:

This purchase will be made in accordance with a contract established through the State of Texas Department of Information Resources (DIR), Communications Technology Services (CTS) Cooperative Contracts Program. Purchases through this program are authorized under Texas Local Government Code, Chapter 271, Subchapter D and Texas Government Code Chapter 2054, Section 2054.0565 (b).

Bids were taken by the Cooperative and a contract was awarded to Qwest Communications Company, LLC. dba CenturyLink. IT staff and Purchasing reviewed the contract for specification compliance and pricing and determined that the contract would provide the best service and pricing meeting the needs of the City.

This request is for ongoing service on a 100 MBPS Metro Ethernet circuit. The City uses this type circuit for all incoming and outgoing e-mail as well as for all incoming and outgoing FTP transfers, DNS services and publishing websites.

Staff recommends approval.

JJ/BS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO CONTRACT FOR ONE YEAR ETHERNET 100 MBPS INTERNET CIRCUIT SERVICES FOR THE CITY'S NETWORK SYSTEM THROUGH A STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT PROGRAM AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Chapter 271, Subchapter D and Texas Government Code Chapter 2054, Section 2054.0565 (b) to purchase an item under a state contract therefore satisfying any state law requiring local governments to seek competitive bids for the purchase of the service; and

WHEREAS, the State of Texas Department of Information Resources (DIR), Communications Technology Services (CTS) Cooperative Contracts Program is a qualified purchasing program; and

WHEREAS, the City of Grapevine, Texas can participate in the State of Texas DIR, CTS Cooperative Contracts Program through membership in the Program and wishes to utilize the contract meeting all State of Texas bidding requirements; and

WHEREAS, the State of Texas DIR has an established contract DIR-TEX-AN-NG-CTSA-004 with Qwest Communications Company, LLC; dba CenturyLink; and

WHEREAS, the City has a need to continue the current services with a 100 MBPS Metro Ethernet circuit.

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

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

Section 2. That the City Council of the City of Grapevine authorizes the Ethernet 100 MBPS Internet Circuit line for another year at a cost of \$57,669.24.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this, the 5th day of August, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: AUGUST 5, 2014

SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF GIS PLANIMETRIC DATA

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of planimetric data from the North Central Texas Council of Governments (NCTCOG) through an Interlocal Cooperative Agreement.

FUNDING SOURCE:

Funding for this purchase is currently available in account 200-445405-533-1 (Professional Services/Utility Enterprise Fund) for an amount not to exceed \$21,398.59.

BACKGROUND:

Purchases will be made in accordance with an existing Interlocal Cooperative Agreement with NCTCOG as allowed by Texas Government Code, Section 271.101 and 271.102, Cooperative Purchasing Program.

Proposals were taken by NCTCOG and a contract was awarded to Sanborn. The purchase will be made through the NCTCOG shared services program. The GIS staff and Purchasing reviewed the contract for specification compliance and pricing and determined that the contract would provide the best product, service and pricing for meeting the needs of the City.

This request is for updates to the following GIS data for the City of Grapevine.

- Bridges
- Road Edges
- Driveways
- Parking Lots
- Sidewalk Edges
- Tree Canopies
- Road Centerlines
- Building Footprints
- Fences
- Sidewalk Centerlines
- Swimming Pools

Staff recommends approval.

JH/BS

RESOLUTION NO. _____

PLANIMETRIC
DATA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE PLANIMETRIC DATA FOR GIS THROUGH AN ESTABLISHED INTERLOCAL COOPERATIVE AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.101 and 102 to enter into a cooperative purchasing program with other qualified agencies in the State of Texas; and

WHEREAS, The North Central Texas Council of Governments (NCTCOG) has a qualified purchasing cooperative program as authorized by Section 271.101 and 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas, has established an Interlocal Cooperative Agreement with NCTCOG and wishes to utilize shared services contracts meeting all State of Texas bidding requirements; and

WHEREAS, NCTCOG has established a contract with Sanborn for planimetric data; and

WHEREAS, the City of Grapevine, Texas has a need to purchase current planimetric data for the GIS Department.

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

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

Section 2. That the City Council of the City of Grapevine authorizes the purchase of planimetric data for the GIS Department through the Interlocal Cooperative Agreement with the NCTCOG shared services program for an amount not to exceed \$21,398.59.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said GIS planimetric data.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 5th day of August, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: AUGUST 5, 2014
SUBJECT: APPROVAL FOR THE AWARD OF AN INFORMAL REQUEST
TO REFURBISH A POLE SIGN

RECOMMENDATION:

City Council to consider approval for the award of an informal request for quote to refurbish a pole sign from YESCO. Once installed, the sign would be 15 feet in height by 9 feet in width.

FUNDING SOURCE:

Funds for this purchase are available in account 115-12108-000-00 (Due from Festival – CVB) in the amount not to exceed \$19,258.00.

BACKGROUND:

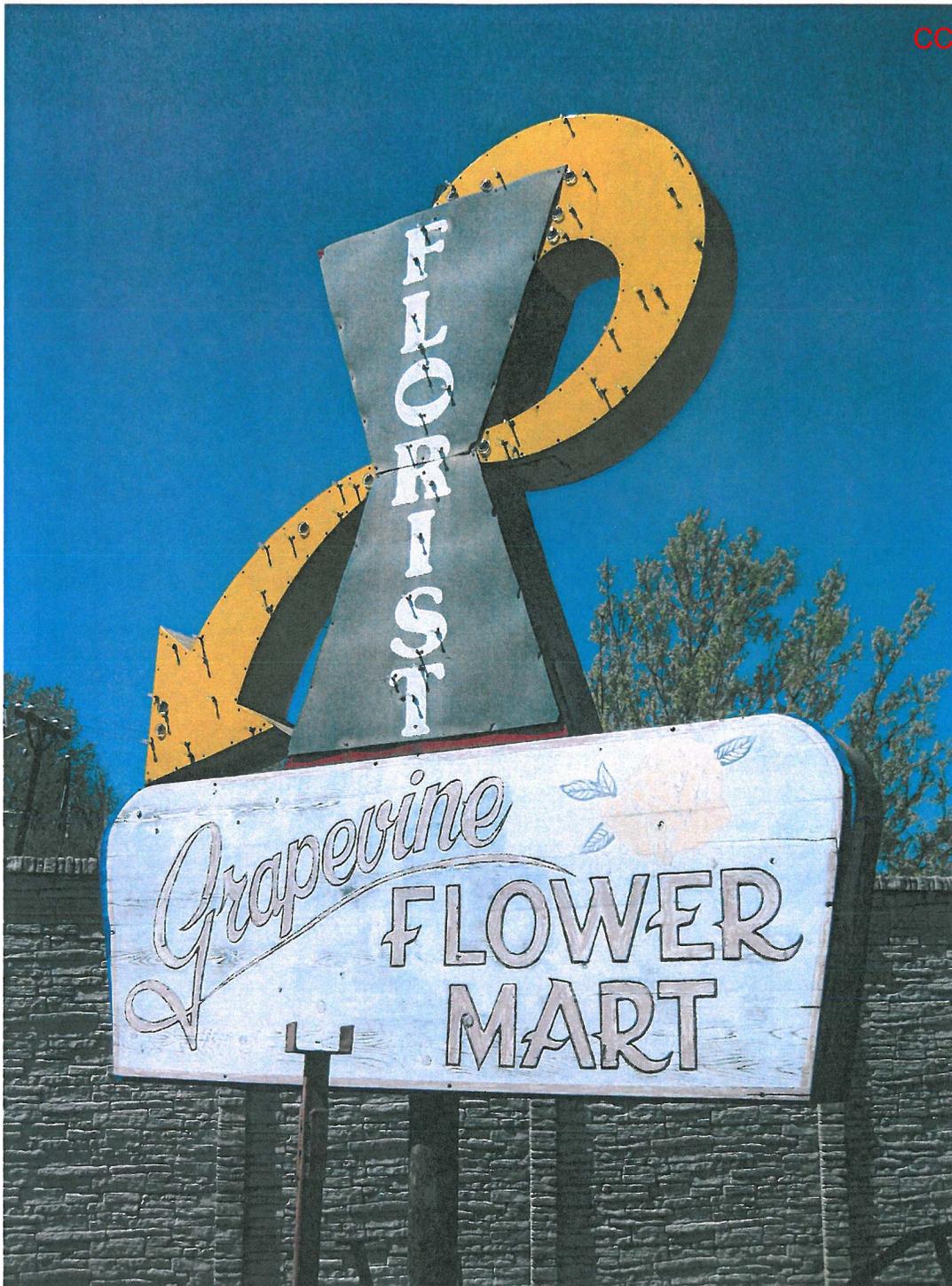
Quotes were taken in accordance with City Purchasing Policy. Formal bids and advertisements are not required for purchases under \$50,000. Three vendors submitted quotations.

YESCO submitted the lowest responsive and responsible quote.

The pole sign is designated to mark the Ted R. Ware Plaza, Grapevine Historical Museum, Settlement to City Museum, Donald Schoolhouse and Grapevine Cotton Ginner's Museum. This purchase is for design work, permit drawings, removal and transportation of a sign to YESCO's shop, disassemble, restoration, installation, letter painting, modifying pole and adding top collar to pole sign for the Grapevine CVB.

Staff recommends approval.

AC/BS

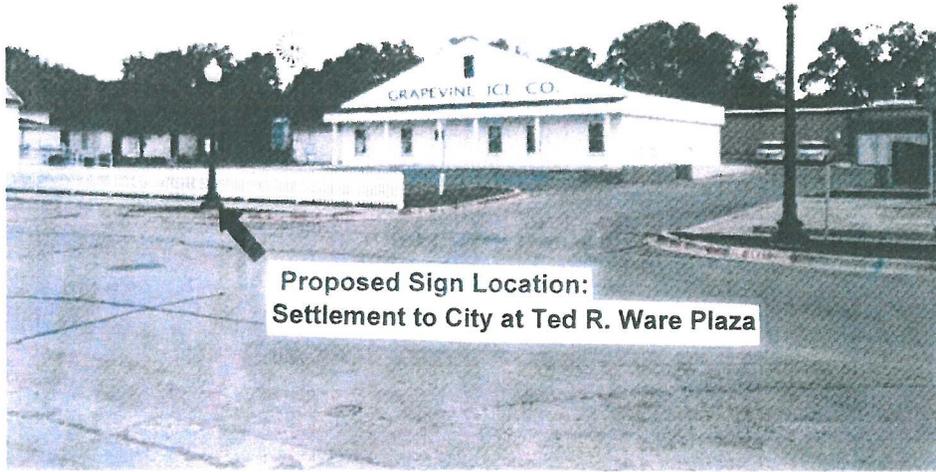


Proposed Sign for Refurbishment

DRAFT

CC ITEM #14
W012 ✓
CONCEPT DRAFT





MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: AUGUST 5, 2014

SUBJECT: JOINT RESOLUTION WITH TARRANT COUNTY ESTABLISHING AN INTER-JURISDICTIONAL EMERGENCY MANAGEMENT PROGRAM

RECOMMENDATION:

City Council consider approving a joint resolution with Tarrant County to establish an inter-jurisdictional emergency management program.

BACKGROUND:

As outlined in the resolution, Tarrant County and the City of Grapevine will enter into a joint effort to develop an emergency management plan.

Tarrant County will coordinate the development of a county-wide emergency management plan to which individual cities elect to participate. Presently, other emergency management planning documents are coordinated through the county including the hazard mitigation action plan and local emergency planning committee plans and reports.

Under the proposed resolution, the Emergency Management Coordinator will be responsible for the development of specific plans, procedures, and documents relating to the emergency preparedness, response, recovery and mitigation efforts specific to the City of Grapevine. The Grapevine documents will then be shared with the Tarrant County Emergency Management Coordinator and consolidated into a countywide emergency management plan.

The inter-jurisdictional program is designed to establish a mechanism for Tarrant County to assist offices with limited emergency management administrative support to reach state planning thresholds for grant eligibility requirements.

Staff recommends approval.

**RESOLUTION NO. _____
JOINT RESOLUTION ESTABLISHING AN
INTER-JURISDICTIONAL EMERGENCY MANAGEMENT PROGRAM**

WHEREAS, the City of Grapevine and Tarrant County have established similar programs of comprehensive emergency management which includes the mitigation, preparedness, response and recovery phases of emergency management; and

WHEREAS, the City of Grapevine and Tarrant County find that vulnerability to many potential hazards is shared by residents of the City of Grapevine and the unincorporated portions of Tarrant County; and

WHEREAS, the City and County further finds that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County; and

WHEREAS, the contemplated action is specifically authorized by the aforementioned Ordinance and Court Order;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grapevine, Texas that;

SECTION 1. The Mayor of Grapevine shall appoint an Emergency Management Coordinator to coordinate all aspects of the city comprehensive emergency management program and the Tarrant County Judge shall appoint an Emergency Management Coordinator to coordinate all aspects of the County comprehensive emergency management program.

SECTION 2. The program includes the preparation and maintenance of an inter-jurisdictional emergency management plan for the City of Grapevine and Tarrant County in accordance with this resolution.

SECTION 3. Any party to this agreement may withdraw from the combined organization created by this resolution and its related inter-jurisdictional emergency management plan by giving 60 days advance notice in writing to each of the signatories of this resolution and by submitting the appropriate documentation to the State of Texas, Texas Division of Emergency Management.

PASSED, APPROVED AND ADOPTED on _____ day of _____, 2014.

CITY OF GRAPEVINE

TARRANT COUNTY

Mayor
Date: _____

B. Glen Whitley, County Judge
Date: _____

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: AUGUST 5, 2014
SUBJECT: APPROVAL TO RENEW AN ANNUAL PROFESSIONAL SERVICES CONTRACT FOR MEDICAL PHYSICALS

RECOMMENDATION:

City Council to consider approval to renew an annual professional services contract with Huguley Assessment Center to provide medical physicals for the Fire and Police Departments.

FUNDING SOURCE:

Funding for this contract is currently available in 100-44540-210-1 (General Fund/Professional Services/Fire Department/ Fire Operations) in an amount not to exceed \$29,000.00 and 100-44540-109-1 (General Fund/ Administration Services/ Risk Management/Professional Services) in an amount not to exceed \$38,145.00.

BACKGROUND:

This will be the final renewal of two optional one-year renewals available.

Physicals will take place at Central Fire Station and the Police Department and will consist of blood draw, urinalysis, maximal stress test or resting EKG, pulmonary function test, hearing test, vision screen, fitness testing, and physical examination. All fitness testing will be scored using the Huguley Assessment Center fitness standards that were adopted from the Cooper Institute.

The Huguley Assessment Center will provide within 30 days after the exams a "Pass/Fail Fit for Duty Assessment" to the Chief of each department with respect to each of its employees and provide the employee a "Risk Stratification and Medical Category Rating" which will contain results and other information arising from the exam.

The Grapevine Fire Department has been conducting medical physicals annually for firefighters since 2006. The Grapevine Police has been conducting medical physicals annually for police department personnel since 2010.

Staff recommends approval.

MA/BS

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
MEETING DATE: AUGUST 5, 2014
SUBJECT: APPROVAL TO RENEW ANNUAL CONTRACTS FOR TREE
MAINTENANCE SERVICES

RECOMMENDATION:

City Council to consider approval to renew annual contracts with Arbor Masters Tree Service as the primary vendor and Preservation Tree Service as the secondary vendor for tree maintenance services.

FUNDING SOURCE:

Funding for this purchase is limited to the budgeted amount by each department in an estimated annual amount of \$375,000.00.

BACKGROUND:

Bids were taken in accordance with Local Government Code Chapter 252, Subchapter B, Section 252.021 (a) and Section 252.041 (a). The bid advertisement was posted in the Fort Worth Star Telegram on June 21 and 28, 2012. The bid was issued through the City eBid system with two vendors submitting bids. The contract was for an initial one-year period with four, one-year renewal options. If approved, this will be the second renewal available.

The purpose of this contract is to establish fixed annual pricing for tree maintenance services for the Parks and Recreation Department and other various departments on an as-needed basis.

Based on the evaluation of the bid by Purchasing and the Parks and Recreation Department, it was determined that the award be made to Arbor Masters Tree Service as the primary vendor and Preservation Tree Service as the secondary vendor to assure availability if the primary vendor is unable to respond. Arbor Masters Tree Service and Preservation Tree Service have agreed to renew with no increase in pricing.

Staff recommends approval.

MH/LW

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: AUGUST 5, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF
CARPET AND INSTALLATION SERVICES

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of carpet and installation services for the Library from Retail Commercial Flooring Services through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

FUNDING SOURCE:

Funding for this purchase is currently available in account 174-74004-005-000 (Capital Replacement/Library Repairs and Maintenance) for an amount not to exceed \$89,925.00.

BACKGROUND:

This purchase will be made in accordance with an existing Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) as allowed by Texas Local Government Code, Section 271.102, Cooperative Purchasing Program.

Bids were taken by the Cooperative and a contract was awarded to Retail Commercial Flooring Services. The Facility Services Division staff of the Public Works Department and Purchasing reviewed the contract for specification compliance and pricing and determined that the contract would provide the best product, service and pricing for meeting the needs of the City.

This request is for the replacement of worn and frail carpet for the reference and public computer areas in the Library. Carpet in high traffic areas has not been replaced in thirteen years and has become worn and frail due to customer and employee foot traffic. Carpet color and design was presented to the Facilities Committee and approved.

Staff recommends approval.

CH/LW

7/18/2014 (11:10:30 AM)

RESOLUTION NO. _____

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

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) is a qualified purchasing cooperative program as authorized by Section 271.102 of the Texas Local Government Code; and

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

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) has an established contract with Retail Commercial Flooring Services, contract #391-12, Indoor/Outdoor & Sports Surface Flooring Products; and

WHEREAS, the City of Grapevine, Texas has a need to purchase new carpet and installation services for the Library for the replacement of worn and frail carpet.

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

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

Section 2. That the City Council of the City of Grapevine authorizes the purchase of new carpet and installation services for the Library for the replacement of worn and frail carpet from Retail Commercial Flooring Services through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) for an amount not to exceed \$89,925.00.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said carpet and installation services.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 5th day of August, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: AUGUST 5, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR A ROOF REPLACEMENT CONTRACT FOR THE WATER TREATMENT CHEMICAL BUILDING

RECOMMENDATION:

City Council to consider approval of a resolution for a roof replacement contract for the water treatment chemical building with Weatherproofing Technologies, Inc. through an established Cooperative Agreement with The Cooperative Purchasing Network (TCPN).

FUNDING SOURCE:

Funding for this purchase is currently available in account 200-43360-534-0 (Water Supply Infrastructure & Maintenance) for a total amount not to exceed \$25,608.49.

BACKGROUND:

This purchase will be made in accordance with an existing Cooperative Agreement with The Cooperative Purchasing Network (TCPN) as allowed by Texas Local Government Code, Section 271.102, Cooperative Purchasing Program.

Bids were taken by the cooperative and a contract was awarded to Weatherproofing Technologies, Inc. The Facilities staff and Purchasing reviewed the contract for specification compliance and pricing and determined that the contract would provide the best product, service and pricing for meeting the needs of the City.

The contractor will:

- Setup safety equipment and protection for work area over chemical building and treatment area.
- Tear-off existing BUR roof and metal flashings to existing perlite insulation and place in dumpster.
- Repair/replace any damaged insulation.
- Install a ½" dens deck cover board with fastener's to original metal deck per FMG 1-90.

CC ITEM #19

- Replace bad wood nailer or add wood nailer where needed to a minimum of 8" above roof line.
- Install a single ply fully adhered TPO 60 mil.
- Install new perimeter NRCA flashing detail.
- Install Alphaguard base/mat and top coat on all scupper details and brick ledge below block parapet wall.
- Remove/grind all loose mortar joints on coping and parapet wall and install new matching mortar and caulk as needed.
- Inspect and repair any damaged, loose or open laps on the metal roof areas as needed.
- Two-year contractor workmanship warranty.
- 10 Yr. Roof Warranty.

The existing roof is over 24 years old and repair costs are increasing every year due to leaks. Roofs in this area typically last around 15 - 20 years.

Staff recommends approval.

CH/BS

Roof

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE A ROOF REPLACEMENT CONTRACT FOR THE WASTE WATER CHEMICAL BUILDING THROUGH AN ESTABLISHED COOPERATIVE AGREEMENT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, The Cooperative Purchasing Network (TCPN) is a qualified purchasing cooperative program as authorized by the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established a Cooperative Agreement with TCPN and wishes to utilize a contract meeting all State of Texas bidding requirements; and

WHEREAS, TCPN has established a contract #R5101 Job Order Contracting Services with Weatherproofing Technologies, Inc.; and

WHEREAS, the City of Grapevine, Texas has a need to replace the roof on the water treatment chemical building.

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

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

Section 2. That the City Council of the City of Grapevine authorizes a roof replacement contract for the water treatment chemical building from Weatherproofing Technologies, Inc. for a total amount not to exceed \$25,608.49.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said water treatment chemical building roof replacement.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 5th day of August, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER BR
MEETING DATE: AUGUST 5, 2014
SUBJECT: RESOLUTION AMENDING THE MINIMUM SALE PRICE AND
THE APPROVAL OF A SALES AGREEMENT WITH FIRETEC
FOR THE SALE OF THE CITY'S SURPLUS BRONTO FIRE
UNIT

RECOMMENDATION:

City Council to consider:

- adopting a resolution amending the minimum sales price of the City's 2002 E-One 118' Bronto Aerial unit to the highest price possible,
- approving a sales agreement with FIRETEC USED APPARATUS SALES for the sale of the City's 2002 E-One 118' Bronto Aerial unit,
- authorizing the City Manager to execute said agreement
- and take any necessary action.

BACKGROUND:

The City initially tried to sell the unit in 2012 through Brindlee Mountain Fire Apparatus with no success. Subsequent to those efforts, the Council adopted Resolution 2013-59 declaring the unit to be surplus and authorizing public auction with a minimum bid of \$275,000.

We have placed the unit up for auction twice with Rene' Bates Auctioneers with no success.

FIRETEC has been in business for 30 years and has expressed interest in trying to sell the unit for a 5% commission. Their commission is normally 10% but for units in the \$150,000+ range, they are agreeable to the lower rate.

They have suggested an initial asking price of \$200,000.

CC ITEM #20

The resolution removes the minimum price established in the earlier resolution and allows the City Manager to accept the best offer that we receive through the efforts of the proposed sales consultant.

Staff recommends approval.

AMERICA'S SOURCE FOR USED FIRE APPARATUS

RIGHT TRUCK. REAL RESULTS.



Adobe Reader 8 Or Higher Is Needed To Fill In This Form

LISTING AND MARKETING COMMISSION AGREEMENT

The undersigned being duly authorized, hereby enter into the following contractual agreement: Firetec Used Apparatus Sales agrees to market the following apparatus:

Apparatus (year/make/model): 2002 Bronto Skylift

Owned by: City of Grapevine TX

Firetec® will refer to Owner all qualified inquiries Firetec® receives regarding the specified apparatus. If Owner sells the marketed apparatus or any other apparatus to the customer referred by Firetec®, or anyone acting on behalf of the referred customer, the Owner will pay a commission of 5% of the sale price (or a minimum of \$500) to Firetec® within 10 days of the sale. While Firetec does not require an exclusive agreement, seller understands that Firetec blankets the market with information and photos of the apparatus it has been hired to sell. Occasionally buyers will contact sellers without mentioning Firetec's involvement. Firetec keeps meticulous records of its contacts on each apparatus and strives to notify sellers of all potential leads. However, it's the responsibility of the seller to confirm with Firetec the source of the lead prior to sale, as commission may be due.

Owner agrees to notify Firetec®, at the time of sale, as to the sale price and the name and address of the buyer.

This agreement shall be in effect for a period of one (1) year unless extended. Either party may terminate at any time by notifying the other party in writing. If any sale takes place subsequent to termination, to a party previously referred by Firetec®, the same commission will be paid as if the agreement were still in effect.

Agreed to by:



Firetec Apparatus Sales

Authorized Owner

Date

11/1/2013

Date

When Submitting Form Please Insert
Department Name in the Subject Line

www.usedfiretrucks.com
app.firetec.com
facebook.com/FiretecFireTrucks



RESOLUTION NO. _____

SURPLUS FIRE
TRUCK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AMENDING THE MINIMUM SALE PRICE APPROVED BY RESOLUTION NO. 2013-59 WHICH DECLARED A 2002 E-ONE BRONTO FIRE TRUCK AS SURPLUS PROPERTY AND AUTHORIZED SALE AT AUCTION AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is in possession of a fire truck that was declared surplus property by the City Council on June 4, 2013, with the passage of Resolution No. 2013-59 which established a minimum bid for the sale of the vehicle; and

WHEREAS, the fire truck has been placed up for auction twice with no success and the City Council finds it is in the best interest of the City to list the vehicle with a new firm to obtain the highest price possible for the vehicle; and

WHEREAS, all legal prerequisites for the adoption of this Resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this Resolution is in the best interests of the health, safety, and welfare of the public.

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

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

Section 2. That the City Manager, or his designee, is hereby authorized to enter into an agreement with Firetec Used Apparatus Sales, or any other appropriate vendor, to list and market for sale the 2002 E-ONE Bronto Fire Truck and to obtain the highest price possible for this item. There is no minimum sales price and the proceeds from the sale of the Bronto Fire Truck will be deposited into the Fleet Replacement Fund.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 5th day of August, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER BR

MEETING DATE: AUGUST 5, 2014

SUBJECT: APPROVAL OF FIRST AMENDMENT TO THE ANNUAL INTERLOCAL AGREEMENT - CITY OF FORT WORTH HOUSEHOLD HAZARDOUS WASTE PROGRAM

RECOMMENDATION:

City Council consider the approval of the First Amendment to the Interlocal Agreement with the City of Fort Worth for continued participation in their Environmental Collection Center and Household Hazardous Waste Program, authorize the City Manager to execute said renewal and take any necessary action.

FUNDING SOURCE:

Funds are programmed in the FY15 Budget, Account 100-44540-415-5; Professional Services in an amount of \$51,500.

BACKGROUND:

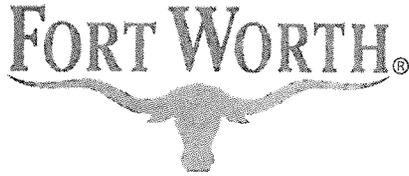
Grapevine has participated with Fort Worth in providing a Household Hazardous Waste (HHW) collection facility and program for the past several years. The City of Fort Worth Environmental Collection Center (ECC) accepts HHW from citizens of participating cities directly, provides for local collection events, and provides logistical support for the sound disposal of hazardous waste. The current contract was approved in 2013 for an initial one-year period with three additional, one-year renewal options.

The cost charged by the ECC for each household that utilized the service was \$47/household for Fiscal Year 2014 and will remain \$47/household for Fiscal Year 2015. In Grapevine, 642 households have participated in the program so far through two quarters in FY 2014 at a disposal cost of \$30,174. The City of Grapevine committed sufficient resources to host a local collection event on March 29, 2014 with 649 households participating during the event, and 488 dropping off HHW for disposal. Adequate funds have been earmarked for FY 2015 to provide for 1,095 households.

The HHW program provides our citizens with an environmentally sound method of disposal. Without this alternative, hazardous waste could be illegally disposed of in the solid waste collection system, stormwater drainage system, or the wastewater collection and treatment system. The United States and the State of Texas have promulgated rules that require cities to manage pollution in stormwater runoff; and the HHW Program is utilized as a component of the comprehensive Storm Water Quality Management Program.

Staff recommends approval of the First Amendment to the Interlocal Agreement that will continue Grapevine's participation in Fort Worth's Environmental Collection Center and Household Hazardous Waste Program.

JSL/ds



July 3, 2014

Mr. John Laster
City of Grapevine
PO Box 95104
Grapevine TX 76099

RE: FY2015 extension of the interlocal agreement for participation in the City of Fort Worth's Household Hazardous Waste program.

Dear Mr. Laster:

Enclosed are three copies of the First Amendment to City Secretary Contract No. 45045 between The City of Grapevine and the City of Fort Worth for participation in the City of Fort Worth's Household Hazardous Waste collection program. With this amendment, the interlocal agreement for participation in the program will be extended through FY2015 (October 1, 2014 through September 30, 2015). All other conditions, terms and pricing shall remain the same as stated in City Secretary Contract No. 45045.

Once the contracts have been executed by The City of Grapevine, **please return all three copies to the City of Fort Worth for final execution.** A fully executed copy will be returned to you for your records. Please return the contracts to:

The City of Fort Worth
Transportation and Public Works Department
Attn: Clarence W. Reed
1000 Throckmorton
Fort Worth TX 76102

In order for us to provide uninterrupted service to your residents, please be sure to have these contracts signed and returned to the City of Fort Worth prior to October 1, 2014.

Please call me at 817-392-6107 if you have any questions.

Sincerely,

Clarence W. Reed
Environmental Program Manager

Enclosures (3)



TRANSPORTATION AND PUBLIC WORKS DEPARTMENT
ENVIRONMENTAL SERVICES DIVISION

THE CITY OF FORT WORTH * 1000 THROCKMORTON STREET * FORT WORTH, TEXAS 76102-6311
817-392-6088 * FAX 817-392-6359 * www.fortworthtexas.gov

STATE OF TEXAS §
 § KNOWN ALL BY THESE PRESENTS:
COUNTY OF TARRANT §

FIRST AMENDMENT TO
CITY SECRETARY CONTRACT NO. 45045

THIS FIRST AMENDMENT to City Secretary Contract No. 45045 is entered into by and between the City of Fort Worth, a home-rule municipal corporation situated in Tarrant County, Texas (“Fort Worth”), acting through Fernando Costa, its duly authorized Assistant City Manager, and The City of Grapevine, located in Tarrant County, Texas (“Participant”), acting through Bruno Rumbelow, its duly authorized City Manager.

WHEREAS, Fort Worth and The City of the Participant have entered into that certain agreement identified as City Secretary Contract No. 45045 (also the “Agreement”) for fiscal year 2014 (October 1, 2013 through September 30, 2014) whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program as authorized by Mayor and Council Communication C-26421; and

WHEREAS, that Agreement was for an initial term of one year and that Agreement provides for the extension of the term for up to three additional periods of one year each; and

WHEREAS, the parties wish to extend the term of the initial Agreement for an additional year commencing on October 1, 2014 through September 30, 2015; and

WHEREAS, the parties agree that all other conditions, terms, and pricing shall remain the same as stated in City Secretary Contract No. 45045;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. Extended term of agreement:
City Secretary Contract number 45045 is extended to include the term beginning on October 1, 2014 and ending on September 30, 2015.

2. Anticipated Holiday Closures:
During the extended term of the agreement, the Environmental Collection Center (ECC) will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving holiday, Thursday and Friday, November 27-28, 2014
Christmas holiday, Thursday, December 25, 2014
Independence Day holiday, Friday, July 3, 2015

3. Miscellaneous:

All definitions, terms, conditions, and prices, as well as the rights and obligations of the parties as set forth in City Secretary Contract number 45045 shall remain unchanged except as expressly set forth herein.

IN WITNESS THEREOF, the parties have executed this contract in triplicate in Fort Worth, Texas, on the dates written below.

CITY OF FORT WORTH

THE CITY OF GRAPEVINE

BY: _____

Fernando Costa
Assistant City Manager

BY: _____

Bruno Rumbelow
City Manager

Date: _____

APPROVED AS TO FORM
AND LEGALITY:

WITNESS:

Arthur N. Bashor
Assistant City Attorney

ATTEST:

Mary J. Kayser
City Secretary

STATE OF TEXAS
 COUNTY OF TARRANT
 CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Regular Session on this the 1st day of July, 2014 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members present to-wit:

William D. Tate	Mayor
C. Shane Wilbanks	Mayor Pro Tem
Sharron Spencer	Council Member
Roy Stewart	Council Member
Darlene Freed	Council Member
Mike Lease	Council Member
Chris Coy	Council Member
Duff O'Dell	Council Member Elect

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

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
John F. Boyle, Jr.	City Attorney
Jodi C. Brown	City Secretary

CALL TO ORDER

Mayor Tate called the meeting to order at 6:31 p.m.

ITEM 1. RESOLUTION, CANVASS RESULTS OF JUNE 21, 2014 GENERAL CITY OFFICER RUNOFF ELECTION

Mayor Tate presided over the canvass of the General City Officer Runoff Election held on Saturday, June 21, 2014. City Secretary Brown reported as of June 1, 2014, the City had 28,951 registered voters, with citizens casting a total of 1,649 votes (5.70%) for the following candidates:

Council, Place 6	LuAnn Chapman Gatts	673
	Duff O'Dell	972
	Under Votes	4

City Secretary Brown recommended approval of a resolution declaring Duff O'Dell elected to Council Place 6.

Mayor Pro Tem Wilbanks, seconded by Council Member Coy, offered a motion to accept the results and adopt the resolution declaring Ms. Duff O'Dell duly elected to Council, Place 6. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Stewart, Freed, Lease & Coy
Nays: None

RESOLUTION NO. 2014-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GRAPEVINE, TEXAS, DECLARING THE RESULTS OF
THE 2014 CITY OFFICER RUNOFF ELECTION AND
PROVIDING AN EFFECTIVE DATE

ITEM 2. OATH OF OFFICE

This item was conducted after Item 3.

City Secretary Brown administered the Oath of Office to newly elected Place 6, Council Member Duff O'Dell.

ITEM 3. PRESENTATION, ROY STEWART PLAQUE

Presentation was made before Item 2.

Mayor Tate presented a plaque honoring retiring Place 6, City Council Member Roy Stewart for his 18 years of service to the Grapevine community. Mr. Stewart thanked the citizens, City board members and the Council for the opportunity to serve the community.

EXECUTIVE SESSION

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

ITEM 4. EXECUTIVE SESSION

A. Personnel relative to Fire Chief appointment, employment and duties under Section 551.074, Texas Government Code.

The City Council recessed to the City Council Conference Room and began the closed session at 6:44 p.m.

Upon reconvening in open session in the Council Chambers, Mayor Tate asked if there was any action necessary relative to the closed session. Relative to Item 4.A. Personnel relative to Fire Chief appointment, employment and duties under Section 551.074, Texas Government Code, City Manager Bruno Rumbelow recommended the appointment of Darrell Brown as Fire Chief with Council's approval pursuant to Section 11-3 of the City Code and with the appointment to be effective on September 1, 2014.

Council Member Freed, seconded by Council Member Coy, offered a motion to approve as recommended the appointment of Darrell Brown as Fire Chief to be effective on September 1, 2014 due to the retirement of Fire Chief Steve Bass. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

NOTE: City Council continued with the Workshop portion of the Agenda in open session in the City Council Chambers.

WORKSHOP

CALL TO ORDER

The Workshop Session was called to order at 7:09 p.m.

ITEM 5. DISCUSS GOLF CARTS ON CITY STREETS

Assistant Police Chief Ben Flanagan gave a presentation on the Lakeview residents' request for a new ordinance to allow the operation of golf carts on public roadways, current City guidelines, Texas Transportation Code, safety statistics and Staff's analysis of the request. The operation of golf carts on public roadways is prohibited by law since no neighborhood in Grapevine meets the State's criteria for automatic allowance.

Council discussed golf carts versus neighborhood electric vehicles, policies and experiences of other cities, operational age limitations, golf cart use during City festivals, concern of authorizing use in limited areas of the City and permitting and licensing of golf carts.

No formal action was taken by the City Council.

ITEM 6. DISCUSS PROCESS OF APPOINTING BOARD AND COMMISSION MEMBERS

City Secretary Brown gave a presentation on the current process of appointing board and commission members and reviewed other cities board appointment practices. Discussion followed on the current use of the three-member Council interview panels, full Council interviews, application revisions, uniform interview questions, revising policy so that Staff and Liaisons are non-voting members and dissolving inactive committees.

Staff was directed to schedule the appointment process for discussion at the July 15 Workshop; to prepare action items for amending the voting membership of the Golf Course Advisory Board and Heritage Foundation Advisory Board and abolishing any inactive Committees.

No formal action was taken by the City Council. There being no further business to discuss on the Workshop Agenda, the Workshop was adjourned.

REGULAR MEETING

CALL TO ORDER

Mayor Tate called the meeting to order at 7:53 p.m. in the City Council Chambers.

INVOCATION

Council Member Mike Lease delivered the Invocation.

PLEDGE OF ALLEGIANCE

Boy Scout Troop 28 posted the colors and led the Pledge of Allegiance.

ITEM 7. CITIZENS COMMENTS

7A. Mr. Carl Young, 4113 Meadow Drive, spoke on the issuance of alcoholic beverage licenses.

7B. Mr. Aram Azadpour, P. O. Box 2644, Grapevine, spoke on City Council term limits and Council districts, and the possibility of changing the length of a Council term or the creation of Council districts.

7C. Mr. Marc Blum, 2198 Lakeridge Drive, spoke on the use of golf carts on City streets and requested the City become active in increasing voter turnout.

ITEM 8. PRESENTATION, HOTEL OCCUPANCY TAX RATE CHANGES

Convention & Visitors Bureau Executive Director Paul McCallum briefed the City Council on a proposal to increase the City's hotel occupancy tax rate from 6 to 7% to allow Grapevine hotels to remain competitive, incentivize conventions to select a Grapevine destination, new hotel construction or existing hotel room expansion incentives and economic development program funding. Mr. McCallum stated an ordinance with the hotel occupancy tax rate change and expanded definition of a hotel would be presented to the City Council during the July 15 meeting.

Following discussion, no formal action was taken by the City Council.

ITEM 9. ELECT MAYOR PRO TEM 2014-2015

Council Member Coy, seconded by Council Member Lease, offered a motion to reappoint Mr. C. Shane Wilbanks as the Mayor Pro Tem for 2014-2015. The motion prevailed by the following vote:

Ayes: Tate, Spencer, Freed, Lease, Coy & O'Dell
Nays: None
Abstain: Wilbanks

ITEM 10. AWARD ARCHITECTURAL SERVICES DESIGN CONTRACT,
CONVENTION & VISITORS BUREAU HEADQUARTERS BUILDING
STORAGE ADDITION

Convention & Visitors Bureau Executive Director McCallum recommended award of an Architectural Services Contract to ArchiTexas in an amount not to exceed \$23,400.00 for the architectural design, structural and mechanical-electrical-plumbing (MEP) services for a 2,000 square foot storage addition to the CVB Headquarters building second floor. The addition will match the architectural design, tie into the building's current structural and MEP systems and will be constructed over the existing parking lot.

Council Member Coy, seconded by Council Member Spencer, offered a motion to approve the contract as recommended. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ITEM 11. RESOLUTION, AUTHORIZE PURCHASE OF TWO PRECAST
RESTROOM FACILITIES

Administrative Services Director John McGrane recommended approval of a resolution authorizing the purchase and installation of two precast restroom facilities for the Golf Course in an amount not to exceed \$95,248.90 from CXT Incorporated through an established Cooperative Agreement with the State of Texas CO-OP Purchasing Program. The restroom facilities are to be located at the Grapevine Golf Course Mockingbird and Pecan sites, and are part of the Quality of Life projects approved by the Council in the FY2013-14 budget. The new restroom facilities will replace the current restrooms that are over 30 years old.

Council Member Freed, seconded by Council Member Lease, offered a motion to approve the resolution authorizing the purchase as recommended. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GRAPEVINE, TEXAS, AUTHORIZING THE CITY
MANAGER OR THE CITY MANAGER'S DESIGNEE TO

PURCHASE PRECAST RESTROOM FACILITIES
THROUGH AN ESTABLISHED COOPERATIVE
AGREEMENT AND PROVIDING AN EFFECTIVE DATE

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. There were none.

Item 12. Renew Plants and Trees Annual Contracts

Parks & Recreation Director recommended approval of the renewal of the annual contracts for plants and trees with Southwest Wholesale Nursery and Unique Landscaping, Inc. This is the fourth and final annual renewal of the four optional, one-year renewals available and funding is limited to the budgeted amount by each department in an estimated amount of \$50,000.00.

Motion by Council Member Lease, seconded by Council Member Coy, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

Item 13. Resolution, Authorize Dove Park North Pavilion Roof Replacement

Parks & Recreation Director recommended approval of a resolution authorizing the roof replacement on the Dove Park North Pavilion in an amount not to exceed \$28,200.00 by InSite Amenities through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

Motion by Council Member Lease, seconded by Council Member Coy, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GRAPEVINE, TEXAS, AUTHORIZING THE CITY
MANAGER OR THE CITY MANAGER'S DESIGNEE TO
REPLACE A PAVILION ROOF THROUGH AN

ESTABLISHED INTERLOCAL PARTICIPATION
AGREEMENT AND PROVIDING AN EFFECTIVE DATE

Item 14. Resolution, Authorize Pump Purchase as Sole Source

Public Works Director recommended approval of a resolution authorizing the sole source purchase of a pump for the Denton Creek Lift Station in an amount not to exceed \$19,575.00 from Wilo/Environmental Improvements Inc.

Motion by Council Member Lease, seconded by Council Member Coy, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO APPROVE THE SOLE SOURCE PURCHASE OF A PUMP AND PROVIDING AN EFFECTIVE DATE

Item 15. Resolution, Declare Certain Items as Surplus Property

Administrative Services Director recommended approval of a resolution declaring certain items as surplus property and authorizing the sale through public auction.

Motion by Council Member Lease, seconded by Council Member Coy, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DECLARING CERTAIN PROPERTY AS SURPLUS AND PROVIDING FOR THE AUTHORIZATION TO DISPOSE OF SAID PROPERTY AT AUCTION AND PROVIDING AN EFFECTIVE DATE

Item 16. Resolution, Authorize Purchase of Getac Tablet Computers

Police Chief recommended approval of a resolution authorizing the purchase of 26 Getac tablet computers for use in patrol vehicles in an amount not to exceed \$100,725.04 from PCS Mobile through a contract established by the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program.

Motion by Council Member Lease, seconded by Council Member Coy, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE TABLET COMPUTERS THROUGH A STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT PROGRAM AND PROVIDING AN EFFECTIVE DATE

Item 17. Consideration of Minutes

City Secretary recommended approval of the minutes of the June 17, 2014 City Council meetings as published.

Motion by Council Member Lease, seconded by Council Member Coy, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ADJOURNMENT

Mayor Pro Tem Wilbanks, seconded by Council Member Spencer, offered a motion to adjourn the meeting at 8:43 p.m. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 5th day of August, 2014.

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary